



# St. Charles Parish

## Meeting Minutes

### Parish Council

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

### Final

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

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Monday, June 5, 2023

6:00 PM

Council Chambers, Courthouse

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### ATTENDANCE

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

### Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Emergency Preparedness Director Jason Tastet, Public Works Director Miles Bingham, Wastewater Director David deGeneres, Planning & Zoning Director Michael Albert, General Government Buildings Facilities Manager Bob Messerly, Blaine Faucheux, Public Information Office, Dawn Higdon, Legal Services Department, Jim Polk, Emergency Preparedness Department

### CALL TO ORDER

Meeting called to order at 6:05 pm by Vice-Chairman Dick Gibbs (Acting Chairman); due to technical difficulties a 5 minute delay in the commencement of meeting occurred.

### PRAYER / PLEDGE

Reverend Carvin Smith  
Philadelphia Baptist Church, Hahnville

### APPROVAL OF MINUTES

A motion was made by Councilmember Fisher, seconded by Councilmember Darensbourg Gordon, to approve the minutes from the regular meeting of May 22, 2023. The motion carried by the following vote:

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

**Nay:** 0

**Absent:** 1 - Billings

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

1 2023-0131

Proclamation: "Alzheimer's and Brain Awareness Month"

**Sponsors:** Mr. Jewell

Read

2 2023-0132

Proclamation: "World Elder Abuse Awareness Day"

**Sponsors:** Mr. Jewell

Read

3 2023-0133

Proclamation: "Juneteenth Day of Observance in St. Charles Parish"

**Sponsors:** Ms. Bellock and Ms. Darensbourg Gordon

Read

4 2023-0134

A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to authorize the renewal of a special tax (ARC) therein; making application to the State Bond Commission and providing for other matters in connection therewith.

**Sponsors:** Mr. Jewell and Bond Counsel

Reported:

Bond Counsel Recommended: Approval

Mr. Jason Akers, representing Foley & Judell, L.L.P, spoke on the matter.

Ms. Victoria Bryant, Arc of St. Charles Executive Director, spoke on the matter.

Mr. Jeffrey Kuo, Ad-Hoc Member, Arc of St. Charles Board of Directors, spoke on the matter.

Mr. Pernell Pellegrin, Audit Partner of Martin & Pellegrin Group, spoke on the matter.

Public comment opened; no public comment

Council Discussion

Ms. Bryant spoke on the matter.

**VOTE ON THE PROPOSED RESOLUTION**

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

**Nay:** 0

**Absent:** 1 - Billings

Enactment No: 6698

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

2023-0135

Department of Emergency Preparedness and Hurricane Preparedness

Emergency Preparedness Director Jason Tastet reported.

Councilwoman Fonseca spoke on the matter.  
Mr. Tastet spoke on the matter.  
Councilwoman Darenbourg Gordon spoke on the matter.  
Acting Chairman Gibbs spoke on the matter.

**Reported**

2023-0136

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Councilwoman Fonseca spoke on the matter.  
President Jewell spoke on the matter.  
Councilwoman Darenbourg Gordon spoke on the matter.  
Councilman Fisher spoke on the matter.

**Reported**

**IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BILLINGS AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, JUNE 19, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:**

2023-0115

An ordinance to provide for amendments of the St. Charles Parish Home Rule Charter, Article III, Sections A. 2. and B. 2., to adjust the annual salaries of the St. Charles Parish Council and Parish President as well as provide for submission of the proposed amendments to the qualified electors of the Parish of St. Charles.

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

**Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023**

2023-0140

An ordinance approving and authorizing the execution of a Contract with Barriere Construction Co., LLC for Road Maintenance 2022-23 (Project No. P220501) in the amount of \$2,499,902.45.

**Sponsors:** Mr. Jewell and Department of Public Works

**Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023**

2023-0141

An ordinance approving and authorizing the execution of a Contract with Sealevel Construction, Inc., for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the amount of \$9,190,697.00.

**Sponsors:** Mr. Jewell and Department of Public Works

**Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023**

2023-0142

An ordinance approving and authorizing the execution of a Professional Services Agreement with Fairway Consulting and Engineering, LLC, to perform engineering services for the River Oaks Lift Station Replacement (Project No. S230501), in the amount not to exceed \$191,000.00.

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

**Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023**

2023-0143

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$66,000.00.

**Sponsors:** Mr. Jewell and Department of Public Works

**Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023**

**PLANNING AND ZONING PETITIONS****7**    2023-0126

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from M-2 to M-1 on Lots 12, 13, 14, 15, 16, 17, 18, & 19, Esperanza Business Park Phase 2, as shown on the Final Plan Esperanza Business Park Phase 2 by Stephen P. Flynn, PLS dated April 8, 2020, Deputy Jeff G. Watson Drive, Luling, as requested by Debra Dufresne Vial for Esperanza Land, LLC & Hank Tatje for T Times 4, LLC.

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

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Planning & Zoning Director Michael Albert spoke on the matter.

Speakers:

Ms. Debra Dufresne Vial, Luling, representing Esperanza Land, LLC

**Public Hearing Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0

**Absent:** 1 - Billings

Enactment No: 23-6-1

**ORDINANCES SCHEDULED FOR PUBLIC HEARING  
(INTRODUCED AT PREVIOUS MEETING)****8**    2023-0122

An ordinance approving and authorizing the execution of Change Order No. 2 - Final for Parish Project No. S170601, Luling Oxidation Pond Rehabilitation and Upgrades, to increase the contract amount by \$261,760.15.

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

Reported:

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

**Public Hearing Requirements Satisfied**

Council Discussion

Mr. deGeneres spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0

**Absent:** 1 - Billings

Enactment No: 23-6-2

**12**    2023-0124

An ordinance approving and authorizing the execution of an Agreement by and between Diamond Green Diesel, LLC, St. Charles Parish, St. Charles Parish School Board, St. Charles Parish Law Enforcement District, St. Charles Parish Assessment District, Hospital Service District No. 1 of the Parish of St. Charles, Louisiana, and Pontchartrain Levee District to support the expansion of Foreign Trade Subzone 124 A to include Diamond Green Diesel operations at the IMTT Terminal in St. Rose, Louisiana.

**Sponsors:** Mr. Jewell

Reported:

Parish President Recommended: Approval  
Parish President Matthew Jewell spoke on the matter.

President Jewell invited Mr. Adam Keyes, Valero, to the podium to speak on the matter.  
Mr. Keyes spoke on the matter.

**Public Hearing Requirements Satisfied**

Councilman Fisher stated his reason for abstaining.

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 7 - Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher-Cormier

**Nay:** 0

**Abstain:** 1 - Fisher

**Absent:** 1 - Billings

Enactment No: 23-6-3

**17 2023-0127**

An ordinance approving and authorizing the execution of Change Order No. 1 for SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322), to increase the contract amount by \$82,465.00 and increase the contract time by 9 days.

**Sponsors:** Mr. Jewell and General Government Buildings

Reported:

General Government Buildings Recommended: Approval  
Chief Operations Officer Darrin Duhe spoke on the matter.

**Public Hearing Requirements Satisfied**

**Council Discussion**

Mr. Duhe spoke on the matter.

Mr. Duhe invited Ms. Elena Anderson, Meyer Engineers, LTD to the podium to speak on the matter.

Ms. Anderson spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0

**Absent:** 1 - Billings

Enactment No: 23-6-4

21 2023-0128

An ordinance approving and authorizing the execution of Change Order No. 1 for St. Charles Parish West Bank Library Hurricane IDA Repairs, (Project No. LR211105), to increase the contract amount by \$41,721.00 and increase the contract time by 76 days.

**Sponsors:** Mr. Jewell and General Government Buildings

Reported:

General Government Buildings Recommended: Approval  
Chief Operations Officer Darrin Duhe spoke on the matter.

**Public Hearing Requirements Satisfied**

Council Discussion

Mr. Duhe spoke on the matter.

Mr. Duhe invited Mr. Michael Tabb, Murray Architects to the podium to speak on the matter.

Mr. Tabb spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0

**Absent:** 1 - Billings

Enactment No: 23-6-5

30 2023-0129

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 8, Elections, Section 8-2. Visible Voting Precinct Boundaries and Polling Places, to merge voting precincts.

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

Reported:

St. Charles Parish Council Recommended: Approval

Acting Chairman Gibbs invited Mr. Josh Manning, representing South Central Planning & Development Commission to the podium to speak on the matter.

Mr. Manning spoke on the matter.

**Public Hearing Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0



**Absent:** 1 - Billings

Enactment No: 23-6-6

**34** 2023-0130

An ordinance approving and authorizing the execution of a Contract with Command Construction, LLC, for Barber Road Bank Stabilization (Project No. P210702) in the amount of \$2,880,543.00.

**Sponsors:** Mr. Jewell and Department of Public Works

Reported:

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

**Public Hearing Requirements Satisfied**

Council Discussion

Parish President Matthew Jewell spoke on the matter.  
Mr. Bingham spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0

**Absent:** 1 - Billings

Enactment No: 23-6-7

**PERSONS TO ADDRESS THE COUNCIL**

2023-0139

Mr. Russell Diggs, Sr.: Planning and Zoning Code Enforcement

**Heard**

**RESOLUTIONS****42** 2023-0137

A resolution approving and authorizing the execution of a Federally Funded Agreement with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness for funding in the amount of \$5,350,985.16 to elevate 30 residential flood prone structures to prevent further damages and reduce NFIP claims.

**Sponsors:** Mr. Jewell and Grants Office

Reported:

Grants Office Recommended: Approval  
Grants Officer Carla Chiasson spoke on the matter.

Public comment opened

Mr. Walter Pilie, Destrehan

Council Discussion

Ms. Chiasson spoke on the matter.  
Parish President Matthew Jewell spoke on the matter.

**VOTE ON THE PROPOSED RESOLUTION**

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

**Nay:** 0

**Absent:** 1 - Billings

Enactment No: 6699

**46** 2023-0139**Mr. Russell Diggs, Sr.: Planning and Zoning Code Enforcement**

Due to technical difficulties during Persons to Address the Council, Acting Chairman Gibbs invited Mr. Russell Diggs Sr., back to the podium.

Councilwoman Darenbourg Gordon spoke on the matter.

Councilwoman Darenbourg Gordon invited Planning & Zoning Director Michael Albert to podium to speak on the matter.

Mr. Albert spoke on the matter.

Councilwoman Darenbourg Gordon spoke on the matter.

Mr. Diggs spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

Councilwoman Clulee spoke on the matter.

Councilwoman Bellock spoke on the matter.

Legal Services Director Corey Oubre spoke on the matter.

Councilwoman Fisher-Cormier spoke on the matter.

**Discussed.**

**46** 2023-0138

A resolution approving and authorizing the execution of a Cooperative Endeavor Agreement between the State of Louisiana Division of Administration Office of Community Development and St. Charles Parish regarding the allocation of Community Development Block Grant Disaster Recovery Program funding as a result of Year 2021 Ida & May Storms.

**Sponsors:** Mr. Jewell and Grants Office

Reported:

Grants Office Recommended: Approval  
Grants Officer Carla Chiasson spoke on the matter.

Public comment opened; no public comment

**VOTE ON THE PROPOSED RESOLUTION**

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

**Nay:** 0

**Absent:** 1 - Billings

Enactment No: 6700

**SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL****83** 2023-0120

A resolution appointing the St. Charles Herald-Guide as Official Journal to serve the Parish Council of St. Charles Parish for the period June 2023 through June 2024.

The Parish Council Office received sealed bid from the St. Charles Herald-Guide on May 31, 2023.

Acting Chairman Gibbs opened and read the bid.

Public comment opened; no public comment

**VOTE ON THE APPOINTMENT OF THE ST. CHARLES HERALD-GUIDE**

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

**Nay:** 0

**Absent:** 1 - Billings

Enactment No: 6701

**ADJOURNMENT**

A motion was made by Councilmember Fisher, seconded by Councilmember Bellock, to adjourn the meeting at approximately 8:23 pm. The motion carried by the following vote:

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

**Nay:** 0

**Absent:** 1 - Billings

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

  
\_\_\_\_\_  
Michelle Impastato  
Council Secretary

**PROCLAMATION**

**WHEREAS,** *Alzheimer's disease is a type of brain disease that causes damage to nerve cells in the brain. It is the most common cause of dementia, a general term for memory loss and other cognitive abilities serious enough to interfere with daily life; and,*

**WHEREAS,** *Alzheimer's is a progressive disease, where dementia symptoms gradually worsen over a number of years. In its early stages, memory loss is mild, but in the late stage, individuals lose the ability to carry on a conversation and respond to their environment; and,*

**WHEREAS,** *Alzheimer's is currently ranked as the sixth leading cause of death in the United States. Approximately 6.5 million Americans are living with Alzheimer's and by the year 2050, this number could rise to as high as 13 million; and,*

**WHEREAS,** *with early detection and diagnosis, individuals and their families can gain access to treatment medications which may help preserve daily functioning for some time, they can enroll in critical research trials, fully participate in planning for the future, and receive help and support from the Alzheimer's Association; and,*

**WHEREAS,** *there is a need to raise awareness about Alzheimer's disease and to honor all the caregivers who support and care for loved ones suffering with it.*

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

**“ALZHEIMER’S AND BRAIN AWARENESS MONTH”**

**IN ST. CHARLES PARISH AND ENCOURAGE ALL CITIZENS TO TAKE PART IN THE LONGEST DAY® CAMPAIGN, WEDNESDAY, JUNE 21, 2023, BY TAKING THE PLEDGE BY PARTICIPATING THROUGH A FUNDRAISER ACTIVITY OF THEIR CHOICE BY EITHER PARTICIPATING AT HOME, ONLINE, OR IN-PERSON TO SHOW SUPPORT FOR THOSE WHO HAVE BEEN AFFECTED BY ALZHEIMER’S DISEASE.**

**s/MATTHEW JEWELL**

**MATTHEW JEWELL  
PARISH PRESIDENT**

**ABSENT**

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

**s/HOLLY FONSECA**  
**HOLLY FONSECA**

**COUNCILWOMAN AT LARGE, DIV. B**

**s/LA SANDRA DARENSBOURG GORDON**  
**LA SANDRA DARENSBOURG GORDON**

**COUNCILWOMAN, DISTRICT I**

**s/MARY K. CLULEE**  
**MARY K. CLULEE**

**COUNCILWOMAN, DISTRICT II**

**s/DICK GIBBS**

**DICK GIBBS**

**COUNCILMAN, DISTRICT III**

**s/NICKY DUFRENE**  
**NICKY DUFRENE**

**COUNCILMAN, DISTRICT IV**

**s/MARILYN B. BELLOCK**  
**MARILYN B. BELLOCK**

**COUNCILWOMAN, DISTRICT V**

**s/BOB FISHER**  
**BOB FISHER**

**COUNCILMAN, DISTRICT VI**

**s/JULIA FISHER-CORMIER**  
**JULIA FISHER-CORMIER**

**COUNCILWOMAN, DISTRICT VII**

**PROCLAMATION**

**WHEREAS,** *older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers, and vital participating members of our communities; and,*

**WHEREAS,** *in 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and,*

**WHEREAS,** *The National Center on Elder Abuse (NCEA) and St. Charles Parish recognize the importance of taking action to raise awareness, prevent, and address elder abuse; and,*

**WHEREAS,** *as our population lives longer, we are presented with an opportunity to think about our collective needs and future as a nation. Ageism and social isolation are major causes of elder abuse in the United States. Recognizing that it is up to all of us, to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse; and,*

**WHEREAS,** *preventing abuse of older adults through maintaining and improving social supports like senior centers, human services, and transportation will allow everyone to continue to live as independently as possible and contribute to the life and vibrancy of our communities.*

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM JUNE 15, 2023, AS**

**“WORLD ELDER ABUSE AWARENESS DAY”**

**IN ST. CHARLES PARISH AND ENCOURAGE ALL OF OUR COMMUNITIES TO RECOGNIZE AND CELEBRATE OLDER ADULTS AND THEIR ONGOING CONTRIBUTIONS TO THE SUCCESS AND VITALITY OF OUR COUNTRY.**

**s/MATTHEW JEWELL**

**MATTHEW JEWELL  
PARISH PRESIDENT  
ABSENT**

**BETH A. BILLINGS**

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

**s/HOLLY FONSECA**

**HOLLY FONSECA**

**COUNCILWOMAN AT LARGE, DIV. B**

**s/LA SANDRA DARENSBOURG GORDON**

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

**s/MARY K. CLULEE**

**MARY K. CLULEE**

**COUNCILWOMAN, DISTRICT II**

**s/DICK GIBBS**

**DICK GIBBS  
COUNCILMAN, DISTRICT III**

**s/NICKY DUFRENE**

**NICKY DUFRENE  
COUNCILMAN, DISTRICT IV**

**s/MARILYN B. BELLOCK**

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

**s/BOB FISHER**

**BOB FISHER  
COUNCILMAN, DISTRICT VI**

**s/JULIA FISHER-CORMIER**

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

**PROCLAMATION**

**WHEREAS,** on January 1, 1863, the Emancipation Proclamation was signed by President Abraham Lincoln. It took several years, and the end of the civil war for the Emancipation Proclamation to become a reality for hundreds of thousands of enslaved African Americans; and,

**WHEREAS,** on June 19, 1865, two and a half years after the Emancipation Proclamation became official, Major-General Gordon Granger, along with more than 1,800 federal troops, arrived in Galveston, Texas, to take control of the state and ensure freedom for the last remaining slaves in the area; and,

**WHEREAS,** the newly freed African Americans rejoiced by praying, dancing, and gathering for community feasts. Those gatherings recurred each year, commemorating what became known as Freedom Day; also known as Jubilee Day, Liberation Day, Emancipation Day, and Juneteenth; and,

**WHEREAS,** Juneteenth has always been both a day of remembrance and an opportunity for African Americans to honor their history and celebrate their culture. It is a time for reflection and rejoicing, for assessment, self-improvement, and planning the future; and,

**WHEREAS,** in cities across the country people of all races, nationalities, and religions are joining hands to truthfully acknowledge a period in our history that shaped and continues to influence our society today.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM JUNE 19, 2023 AS**

**"JUNETEENTH DAY OF OBSERVANCE IN ST. CHARLES PARISH"**

s/MATTHEW JEWELL  
MATTHEW JEWELL  
PARISH PRESIDENT  
ABSENT

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

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

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

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

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s/DICK GIBBS  
DICK GIBBS  
COUNCILMAN, DISTRICT III

s/NICKY DUFRENE  
NICKY DUFRENE  
COUNCILMAN, DISTRICT IV

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

s/BOB FISHER  
BOB FISHER  
COUNCILMAN, DISTRICT VI

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

**2023-0134**

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(BOND COUNSEL)**

**RESOLUTION NO. 6698**

A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to authorize the renewal of a special tax (ARC) therein; making application to the State Bond Commission and providing for other matters in connection therewith.

**BE IT RESOLVED** by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), that:

**SECTION 1. Election Call.** Subject to the approval of the State Bond Commission, and under the authority conferred by the Constitution of the State of Louisiana of 1974, including Article VI, Section 32 thereof, the applicable provisions of the Louisiana Election Code, and other constitutional and statutory authority, a special election is hereby called and ordered to be held in the Parish on **SATURDAY, OCTOBER 14, 2023**, between the hours of seven o'clock (7:00) a.m. and eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, and at the said election there shall be submitted to all registered voters qualified and entitled to vote at the said election under the Constitution and laws of this State and the Constitution of the United States, the following proposition, to-wit:

**MILLAGE RENEWAL (ARC) PROPOSITION**

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), continue to levy a special tax of .66 mills on all the property subject to taxation in the Parish (an estimated \$1,208,700 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 10 years, beginning with the year 2025 and ending with the year 2034, for the purpose of operating, maintaining and constructing facilities and for providing services associated with the ARC of St. Charles for all people with intellectual and developmental disabilities in St. Charles Parish?

**SECTION 2. Publication of Notice of Election.** A Notice of Special Election shall be published in the official journal of the Parish once a week for four consecutive weeks, with the first publication to be made not less than forty-five (45) days nor more than ninety (90) days prior to the date of the election, which Notice shall be substantially in the form attached hereto as "Exhibit A" and incorporated herein by reference the same as if it were set forth herein in full.

Notwithstanding the foregoing, prior to the publication of the Notice of Election, the Secretary of this Governing Authority is authorized and directed to make any amendments to the foregoing proposition that may be required to comply with any state or federal regulatory agencies.

**SECTION 3. Canvass.** This Governing Authority shall meet at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, on **MONDAY, NOVEMBER 6, 2023, at SIX O'CLOCK (6:00) P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election.

**SECTION 4. Polling Places.** The polling places for the precincts in the Parish are hereby designated as the polling places at which to hold the said elections, and the Commissioners-in-Charge and Commissioners, respectively, will be the same persons as those designated in accordance with law.

**SECTION 5. Election Commissioners; Voting Machines.** The officers designated to serve as Commissioners-in-Charge and Commissioners pursuant to Section 4 hereof, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, shall hold the said special election as herein provided, and shall make due returns of said election for the meeting of the Governing Authority to be held as provided in Section 3 hereof. All registered voters in the Parish will be entitled to vote at the special election, and voting machines shall be used.



**SECTION 6. Authorization of Officers.** The Secretary of the Governing Authority is hereby empowered, authorized and directed to arrange for and to furnish to said election officers in ample time for the holding of said election, the necessary equipment, forms and other paraphernalia essential to the proper holding of said election and the Chairman and/or Secretary of the Governing Authority are further authorized, empowered and directed to take any and all further action required by State and/or Federal law to arrange for the election.

**SECTION 7. Furnishing Election Call to Election Officials.** Certified copies of this resolution shall be forwarded to the Secretary of State, the Clerk of Court and *Ex-Officio* Parish Custodian of Voting Machines of St. Charles Parish and the Registrar of Voters of St. Charles Parish, as notification of the special election, in order that each may prepare for said election and perform their respective functions as required by law.

**SECTION 8. Application to State Bond Commission.** Application is made to the State Bond Commission for consent and authority to hold the special election as herein provided, and in the event said election carries for further consent and authority to continue to levy and collect the special tax provided for therein. A certified copy of this resolution shall be forwarded to the State Bond Commission on behalf of this Governing Authority, together with a letter requesting the prompt consideration and approval of this application.

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

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

And the resolution was declared adopted this, the 5<sup>th</sup> day of June, 2023.

ACTING CHAIRMAN:

[Signature]

SECRETARY:

Michelle Dupontato

DLVD/PARISH PRESIDENT:

June 6, 2023

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

Matt Jewell

RETD/SECRETARY:

June 6, 2023

AT: 11:30am

RECD BY:

[Signature]

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), on June 5, 2023, NOTICE IS HEREBY GIVEN that a special election will be held within the Parish on **SATURDAY, OCTOBER 14, 2023**, and that at the said election there will be submitted to all registered voters in the Parish qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following proposition, to-wit:

MILLAGE RENEWAL (ARC) PROPOSITION

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), continue to levy a special tax of .66 mills on all the property subject to taxation in the Parish (an estimated \$1,208,700 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 10 years, beginning with the year 2025 and ending with the year 2034, for the purpose of operating, maintaining and constructing facilities and for providing services associated with the ARC of St. Charles for all people with intellectual and developmental disabilities in St. Charles Parish?

Said special election will be held at each and every polling place in the Parish, which polls will open at seven o'clock (7:00) a.m. and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541.

The polling places for the precincts are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.

The estimated cost of this election as determined by the Secretary of State based upon the provisions of Chapter 8-A of Title 18 and actual costs of similar elections is \$7,500.

Notice is further given that a portion of the monies collected from the tax described in the Proposition shall be remitted to certain state and statewide retirement systems in the manner required by law.

The said special election will be held in accordance with the applicable provisions of Chapter 5 and Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, will make due returns thereof to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, on **MONDAY, NOVEMBER 6, 2023**, at **SIX O'CLOCK (6:00) P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election. All registered voters of the Parish are entitled to vote at said special election and voting machines will be used.

2023-0126

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

**ORDINANCE NO. 23-6-1**

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from M-2 to M-1 on Lots 12, 13, 14, 15, 16, 17, 18, & 19, Esperanza Business Park Phase 2, as shown on the Final Plan Esperanza Business Park Phase 2 by Stephen P. Flynn, PLS dated April 8, 2020, Deputy Jeff G. Watson Drive, Luling, as requested by Debra Dufresne Vial for Esperanza Land, LLC & Hank Tatje for T Times 4, LLC.

**WHEREAS,** Debra Dufresne Vial for Esperanza Land, LLC & Hank Tatje for T Times 4, LLC request a rezoning from M-2 to M-1 on Lots 12, 13, 14, 15, 16, 17, 18, & 19, Esperanza Business Park Phase 2, as shown on the Final Plan Esperanza Business Park Phase 2 by Stephen P. Flynn, PLS dated April 8, 2020, Deputy Jeff G. Watson Drive, Luling; and,

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

**WHEREAS,** the Planning and Zoning Commission recommended approval of the request at its regular meeting on May 4, 2023.

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

**SECTION I.** The Zoning Ordinance of 1981, is amended to change the zoning classification from M-2 to M-1 on Lots 12, 13, 14, 15, 16, 17, 18, & 19, Esperanza Business Park Phase 2, as shown on the Final Plan Esperanza Business Park Phase 2 by Stephen P. Flynn, PLS dated April 8, 2020, Deputy Jeff G. Watson Drive, Luling, as requested by Debra Dufresne Vial for Esperanza Land, LLC & Hank Tatje for T Times 4, LLC.

**SECTION II.** The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from M-2 to M-1 on Lots 12, 13, 14, 15, 16, 17, 18, & 19, Esperanza Business Park Phase 2, as shown on the Final Plan Esperanza Business Park Phase 2 by Stephen P. Flynn, PLS dated April 8, 2020, Deputy Jeff G. Watson Drive, Luling, as requested by Debra Dufresne Vial for Esperanza Land, LLC & Hank Tatje for T Times 4, LLC.

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

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

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

ACTING CHAIRMAN: [Signature]  
 SECRETARY: Michelle Sportano  
 DLVD/PARISH PRESIDENT: June 6, 2023  
 APPROVED:  DISAPPROVED:   
 PARISH PRESIDENT: Matthew Jewell  
 RETD/SECRETARY: June 10, 2023  
 AT: 11:30am RECD BY: [Signature]

2023-0122

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

ORDINANCE NO. 23-6-2

An ordinance approving and authorizing the execution of Change Order No. 2 - Final for Parish Project No. S170601, Luling Oxidation Pond Rehabilitation and Upgrades, to increase the contract amount by \$261,760.15.

WHEREAS, Ordinance No. 17-7-17 adopted July 31, 2017, by the St. Charles Parish Council approved and authorized the execution of a Contract for professional engineering services with Glenn G. Shaheen & Associates, Inc. (GSA) for Parish Project No. S170601 Luling Oxidation Pond Rehabilitation and Upgrades; at an estimated cost of \$245,100.00; and,

WHEREAS, Ordinance No. 20-9-4 adopted on September 21, 2020, by the St. Charles Parish Council awarded construction of Parish Project No. S170601, Luling Oxidation Pond Rehabilitation and Upgrades to BLD Services, LLC, in the amount of \$6,646,555.00; and,

WHEREAS, Ordinance No. 21-6-13 adopted on June 7, 2021, by the St. Charles Parish Council approved and authorized an Amendment No. 1 to Ordinance No. 17-7-17, Single Project Contract for engineering services with GSA Consulting Engineers, Inc. (now McKim & Creed) for Parish Project No. S170601 Luling Oxidation Pond Rehabilitation and Upgrades in an amount not to exceed \$200,000.00; and,

WHEREAS, Ordinance No. 22-3-10 adopted on March 21, 2022, by the St. Charles Parish Council approved and authorized Change Order No. 1 for Parish Project No. S170601 Luling Oxidation Pond Rehabilitation and Upgrades to increase the contract amount by \$489,238.60, and increase the contract time by 199 days; and,

WHEREAS, it is necessary to amend the contract by adjusting the contract quantities with final contract quantities resulting in an increase to the contract amount by \$261,760.15.

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

**SECTION I.** That Change Order No. 2 - Final for Parish Project No S170601, Luling Oxidation Pond Rehabilitation and Upgrades, to increase the contract amount by \$261,760.15 is hereby approved and accepted.

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

**SECTION III.** St. Charles Parish considers the project complete and accepts all improvements and modifications installed during execution of the project.

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

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

NAYS: NONE

ABSENT: BILLINGS

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

ACTING CHAIRMAN:

[Signature]

SECRETARY:

[Signature]

DLVD/PARISH PRESIDENT:

June 16, 2023

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

[Signature]

RETD/SECRETARY:

June 16, 2023

AT: 11:30 am

RECD BY:

[Signature]

**SECTION 00806**

**CHANGE ORDER**

No. 2 - FINAL

DATE OF ISSUANCE: April 20, 2023

EFFECTIVE DATE: April 20, 2023

OWNER: St. Charles Parish Wastewater Department  
 CONTRACTOR: BLD Services, LLC  
 Contract: Luling Oxidation Pond Rehabilitation and Upgrades  
 Project: Luling Oxidation Pond Rehabilitation and Upgrades  
 OWNER's Contract No.: S170601 ENGINEER's Contract No.: 2017-07  
 ENGINEER: McKim & Creed, Inc.

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

**Description:** Change Order No. 2 - FINAL

**Reason for Change Order:**

This change order will balance contractual quantities with actual quantities and will add the following items:  
 (1) Effluent Pump Station Electrical Additions - This Owner-requested item was to add conduit and wiring to allow generator control of the administration building and effluent pump station, (2) Entergy Service Feed - This item was to add conduit and wiring from an electrical control panel to the Entergy transformer (switched to pad from overhead per Entergy request), (3) Headworks Extra Piping & Fittings - This was for additional spool pieces needed to move the tie-in of the manifold away from the headworks footing to ensure no conflict, (4) Site Gate Replacement - This item was a double entry gate replacement at the site in lieu of a gate and perimeter fence since DEQ stated that permitted fencing was not required because of remote access, (5) Relocated Racks & Conduits for Headworks/Generator Slabs - This Owner-requested item was to shift panel locations from nearby equipment to one central location for operation, (6) Electrical Materials Increase - This item is for a material price increase in the wiring, panels, and wiring provided for the project, (7) Additional Sludge Removal & Clay Embankment - This item is for additional sludge removal and levee embankment material for the 7-acre pond due to higher than expected sludge volumes and unforeseen internal levee erosion since normal pond water level obstructed views of inside of pond.

**Attachments:** Attachment No. 1 - Description of Changes

| CHANGE IN CONTRACT PRICE:   |
|---|
| Original Contract Price:  |
| \$6,646,555.00  |
| Net increase (decrease) from previous Change Orders No. 1 to No. 1: |
| \$489,238.60  |
| Contract Price prior to this Change Order:                          |
| \$7,135,793.60  |
| Net increase (decrease) of this Change Order:                       |
| \$261,760.15  |
| Contract Price with all approved Change Orders:                     |
| \$7,397,553.75  |

| CHANGE IN CONTRACT TIMES:                              |
|--|
| Original Contract Time: <u>548 days</u>                |
| Substantial Completion: <u>June 2, 2022</u>            |
| Ready for Final Payment: <u>July 17, 2022</u>          |
| Net change from previous Change Orders No. 1 to No. 1: |
| Substantial Completion: <u>199 days</u>                |
| Ready for Final Payment: <u>199 days</u>               |
| Contract Times prior to this Change Order:             |
| Substantial Completion: <u>December 18, 2022</u>       |
| Ready for Final Payment: <u>February 1, 2023</u>       |
| Net increase (decrease) this Change Order:             |
| Substantial Completion: <u>0 days</u>                  |
| Ready for Final Payment: <u>0 days</u>                 |
| Contract Time with all approved Change Orders:         |
| Substantial Completion: <u>December 18, 2022</u>       |
| Ready for Final Payment: <u>February 1, 2023</u>       |

**RECOMMENDED:**  
 By: David A. Emsel  
 ENGINEER (Authorized Signature)  
 Date: 4/26/23

**APPROVED:**  
 By: Mathew Jewer  
 OWNER (Authorized Signature)  
 Date: 6-6-23

**ACCEPTED:**  
 By: [Signature]  
 CONTRACTOR (Authorized Signature)  
 Date: 4/25/23

**ATTACHMENT NO. 1 (PAGE 1 OF 2) - DESCRIPTION OF CHANGES  
LULING OXIDATION POND REHABILITATION & UPGRADES**

| Item No. | Description   | Unit    | Unit Price    | Contract (w/Change Order No. 1) |              | Change Order No. 2 |      | Total to Date |              | Increases  | Decreases   | Deletions    | Additions    |
|----------|---|---------|---------------|---------------------------------|--------------|--------------------|------|---------------|--------------|------------|-------------|--------------|--------------|
|          |   |         |               | Quantity                        | Cost         | Quantity           | Cost | Quantity      | Cost         |            |             |              |              |
| 1        | MOBILIZATION/DEMOLITION                                     | L.S.    | \$ 450,000.00 | 1                               | \$450,000.00 | -                  | -    | 1.00          | \$450,000.00 |            |             |              |              |
| 2        | CONSTRUCTION LAYOUT   | L.S.    | \$ 40,000.00  | 1                               | \$40,000.00  | -                  | -    | 1.00          | \$40,000.00  |            |             |              |              |
| 3        | CIVIL SITEWORK (DRAINAGE)                                   | L.S.    | \$ 10,000.00  | 1                               | \$10,000.00  | -                  | -    | 1.00          | \$10,000.00  |            |             |              |              |
| 4        | PROJECT SIGN  | EACH    | \$ 2,500.00   | 1                               | \$2,500.00   | -                  | -    | 1.00          | \$2,500.00   |            |             |              |              |
| 5        | CLEARING AND GRUBBING                                       | L.S.    | \$ 25,000.00  | 1                               | \$25,000.00  | -                  | -    | 1.00          | \$25,000.00  |            |             |              |              |
| 6        | 6-INCH THICK LIMESTONE ROAD                                 | TONS    | \$ 60.00      | 1275                            | \$76,500.00  | -                  | -    | 1275.00       | \$76,500.00  |            |             |              |              |
| 7        | GEOTEXTILE FABRIC (CLASS D)<br>REMOVAL OF STRUCTURES AND    | SQ. YD. | \$ 2.00       | 4000                            | \$8,000.00   | -                  | -    | 1956.00       | \$3,912.00   | \$4,088.00 |             |              |              |
| 8        | OBSTRUCTIONS  | L.S.    | \$ 10,000.00  | 1                               | \$10,000.00  | -                  | -    | 1.00          | \$10,000.00  |            |             |              |              |
| 9        | LIMESTONE BASE  | CU.YD.  | \$ 75.00      | 333                             | \$24,975.00  | -                  | -    | 0.00          | \$0.00       |            | \$24,975.00 |              |              |
| 10       | HYDRO-MULCH   | ACRES   | \$ 3,500.00   | 5                               | \$17,500.00  | -                  | -    | 0.00          | \$0.00       |            | \$17,500.00 |              |              |
| 11       | EXPLORATORY EXCAVATION                                      | EACH    | \$ 750.00     | 5                               | \$3,750.00   | -                  | -    | 5.00          | \$3,750.00   |            |             |              |              |
| 12       | RELOCATION OF INFRASTRUCTURE ITEMS                          | L.S.    | \$ 120,000.00 | 1                               | \$120,000.00 | -                  | -    | 0.00          | \$0.00       |            |             | \$120,000.00 |              |
| 13       | CHAIN LINK FENCING  | L.F.    | \$ 15.00      | 6950                            | \$104,250.00 | -                  | -    | 0.00          | \$0.00       |            |             | \$104,250.00 |              |
| 14       | EXCAVATION OF POND BOTTOM                                   | L.S.    | \$ 660,000.00 | 1                               | \$660,000.00 | -                  | -    | 1.00          | \$660,000.00 |            |             |              | \$660,000.00 |
| 15       | LAGOON LEVEE CONSTRUCTION<br>DISPOSAL OF UNUSABLE EXCAVATED | L.S.    | \$ 175,000.00 | 1                               | \$175,000.00 | -                  | -    | 1.00          | \$175,000.00 |            |             |              | \$175,000.00 |
| 16       | MATERIAL INTO 50-ACRE POND                                  | L.S.    | \$ 115,000.00 | 1                               | \$115,000.00 | -                  | -    | 1.00          | \$115,000.00 |            |             |              | \$115,000.00 |
| 17       | FURNISH AND INSTALL LEVEE SHEET PILING                      | L.F.    | \$ 315.00     | 600                             | \$189,000.00 | -                  | -    | 600.00        | \$189,000.00 |            |             |              | \$189,000.00 |
| 18       | PUMP-OUT OF 7-ACRE POND                                     | L.S.    | \$ 200,000.00 | 1                               | \$200,000.00 | -                  | -    | 1.00          | \$200,000.00 |            |             |              | \$200,000.00 |
| 19       | LEVEE EMBANKMENT LINER                                      | SQ. YD. | \$ 15.00      | 17289                           | \$259,335.00 | -                  | -    | 17289.00      | \$259,335.00 |            |             |              | \$259,335.00 |
| 20       | FURNISH AND INSTALL AERATORS - 40 HP                        | EACH    | \$ 21,500.00  | 4                               | \$86,000.00  | -                  | -    | 4.00          | \$86,000.00  |            |             |              | \$86,000.00  |
| 21       | FURNISH AND INSTALL AERATORS - 10 HP                        | EACH    | \$ 10,000.00  | 9                               | \$90,000.00  | -                  | -    | 9.00          | \$90,000.00  |            |             |              | \$90,000.00  |
| 22       | AERATOR AND BAFFLE CURTAIN MOORING<br>PILING                | EACH    | \$ 7,000.00   | 8                               | \$56,000.00  | -                  | -    | 8.00          | \$56,000.00  |            |             |              | \$56,000.00  |
| 23       | FURNISH AND INSTALL BAFFLE CURTAIN AND<br>HARDWARE          | L.F.    | \$ 125.00     | 1200                            | \$150,000.00 | -                  | -    | 1200.00       | \$150,000.00 |            |             |              | \$150,000.00 |
| 24       | ELECTRICAL, INSTRUMENTATION & CONTROLS<br>(COMPLETE)        | L.S.    | \$ 500,000.00 | 1                               | \$500,000.00 | -                  | -    | 1.00          | \$500,000.00 |            |             |              | \$500,000.00 |
| 25       | FURNISH AND INSTALL TWO GENERATORS<br>(COMPLETE)            | L.S.    | \$ 235,000.00 | 1                               | \$235,000.00 | -                  | -    | 1.00          | \$235,000.00 |            |             |              | \$235,000.00 |
| 26       | MISCELLANEOUS CONCRETE PADS                                 | L.S.    | \$ 10,000.00  | 1                               | \$10,000.00  | -                  | -    | 1.00          | \$10,000.00  |            |             |              | \$10,000.00  |
| 27       | FIBERGLASS BUILDING   | EACH    | \$ 155,000.00 | 1                               | \$155,000.00 | -                  | -    | 1.00          | \$155,000.00 |            |             |              | \$155,000.00 |
| 28       | TIE EXISTING INFLUENT FORCE MAINS INTO<br>MANIFOLD PIPING   | L.S.    | \$ 27,500.00  | 1                               | \$27,500.00  | -                  | -    | 1.00          | \$27,500.00  |            |             |              | \$27,500.00  |
| 29       | CONSTRUCT CONCRETE HEADWORKS<br>STRUCTURE                   | L.S.    | \$ 435,000.00 | 1                               | \$435,000.00 | -                  | -    | 1.00          | \$435,000.00 |            |             |              | \$435,000.00 |
| 30       | NEW MECHANICAL BAR SCREEN AND<br>ASSOCIATED COMPONENTS      | EACH    | \$ 310,000.00 | 1                               | \$310,000.00 | -                  | -    | 1.00          | \$310,000.00 |            |             |              | \$310,000.00 |
| 31       | ALUMINUM GRATING, HANDRAILS,<br>WALKWAYS, AND STAIRS        | L.S.    | \$ 140,000.00 | 1                               | \$140,000.00 | -                  | -    | 1.00          | \$140,000.00 |            |             |              | \$140,000.00 |
| 32       | FURNISH AND INSTALL EFFLUENT FLOWMETER                      | EACH    | \$ 10,000.00  | 1                               | \$10,000.00  | -                  | -    | 1.00          | \$10,000.00  |            |             |              | \$10,000.00  |
| 33       | FURNISH AND INSTALL INFLUENT FLOWMETER<br>AND VAULT         | EACH    | \$ 80,000.00  | 1                               | \$80,000.00  | -                  | -    | 1.00          | \$80,000.00  |            |             |              | \$80,000.00  |

ATTACHMENT NO. 1 (PAGE 2 OF 2) - DESCRIPTION OF CHANGES  
LULING OXIDATION POND REHABILITATION & UPGRADES

| Item No. | Description   | Unit | Unit Price    | Contract (w/Change Order No. 1) |              | Change Order No. 2 |              | Adjusted Contract |              | Increases | Decreases | Deletions   | Additions    |
|----------|---|------|---------------|---------------------------------|--------------|--------------------|--------------|-------------------|--------------|-----------|-----------|-------------|--------------|
|          |   |      |               | Quantity                        | Cost         | Quantity           | Cost         | Quantity          | Cost         |           |           |             |              |
| 34       | FURNISH AND INSTALL SCREW PUMPS                         | EACH | \$ 290,000.00 | 2                               | \$580,000.00 | -                  | -            | 2.00              | \$580,000.00 |           |           |             |              |
| 35       | 8-INCH DUCTILE IRON PIPE                                | L.F. | \$ 165.00     | 26                              | \$4,290.00   | -                  | -            | 26.00             | \$4,290.00   |           |           |             |              |
| 36       | 12-INCH DUCTILE IRON PIPE                               | L.F. | \$ 185.00     | 19                              | \$3,515.00   | -                  | -            | 19.00             | \$3,515.00   |           |           |             |              |
| 37       | 14-INCH DUCTILE IRON PIPE                               | L.F. | \$ 265.00     | 26                              | \$6,890.00   | -                  | -            | 26.00             | \$6,890.00   |           |           |             |              |
| 38       | 16-INCH DUCTILE IRON PIPE                               | L.F. | \$ 300.00     | 12                              | \$3,600.00   | -                  | -            | 12.00             | \$3,600.00   |           |           |             |              |
| 39       | 18-INCH DUCTILE IRON PIPE                               | L.F. | \$ 200.00     | 1600                            | \$320,000.00 | -                  | -            | 1600.00           | \$320,000.00 |           |           |             |              |
| 40       | 24-INCH DUCTILE IRON PIPE                               | L.F. | \$ 480.00     | 100                             | \$48,000.00  | -                  | -            | 100.00            | \$48,000.00  |           |           |             |              |
| 41       | 30-INCH DUCTILE IRON PIPE                               | L.F. | \$ 495.00     | 110                             | \$54,450.00  | -                  | -            | 110.00            | \$54,450.00  |           |           |             |              |
| 42       | 36-INCH DUCTILE IRON PIPE                               | L.F. | \$ 900.00     | 35                              | \$31,500.00  | -                  | -            | 35.00             | \$31,500.00  |           |           |             |              |
| 43       | 2-INCH HDPE WATER LINE                                  | L.F. | \$ 15.00      | 1300                            | \$19,500.00  | -                  | -            | 1300.00           | \$19,500.00  |           |           |             |              |
| 44       | DUCTILE IRON FITTINGS                                   | TONS | \$ 28,000.00  | 14                              | \$392,000.00 | -                  | -            | 14.00             | \$392,000.00 |           |           |             |              |
| 45       | METAL PIPE SUPPORTS                                     | EACH | \$ 1,250.00   | 2                               | \$2,500.00   | -                  | -            | 2.00              | \$2,500.00   |           |           |             |              |
| 46       | CONCRETE PIPE SUPPORTS                                  | EACH | \$ 1,500.00   | 2                               | \$3,000.00   | -                  | -            | 2.00              | \$3,000.00   |           |           |             |              |
| 47       | FURNISH AND INSTALL ALUMINUM STOP GATE                  | EACH | \$ 7,500.00   | 2                               | \$15,000.00  | -                  | -            | 2.00              | \$15,000.00  |           |           |             |              |
| 48       | BIOSOLIDS TRANSFER TO EXISTING OXIDATION POND           | L.S. | \$ 155,000.00 | 1                               | \$155,000.00 | -                  | -            | 1.00              | \$155,000.00 |           |           |             |              |
| 49       | BYPASS PUMPING  | L.S. | \$ 185,000.00 | 1                               | \$185,000.00 | -                  | -            | 1.00              | \$185,000.00 |           |           |             |              |
| 50       | 18-INCH PLUG VALVE                                      | EACH | \$ 14,000.00  | 1                               | \$14,000.00  | -                  | -            | 0.00              | \$0.00       |           |           | \$14,000.00 |              |
| 51       | 24-INCH PLUG VALVE                                      | EACH | \$ 33,000.00  | 1                               | \$33,000.00  | -                  | -            | 1.00              | \$33,000.00  |           |           |             |              |
| 52       | MANIFOLD VALVES   | L.S. | -             | 1                               | \$49,749.00  | -                  | -            | 1.00              | \$49,749.00  |           |           |             |              |
| 53       | MECHANICAL SLIDE GATES                                  | Ea.  | -             | 2                               | \$13,961.47  | -                  | -            | 0.00              | \$0.00       |           |           | \$13,961.47 |              |
| 54       | TRANSFORMER PAD   | L.S. | -             | 1                               | \$19,188.68  | -                  | -            | 1.00              | \$19,188.68  |           |           |             |              |
| 55       | MODIFICATIONS TO MANIFOLD PIPING FOR HEADWORKS          | L.S. | -             | 1                               | \$324,847.69 | -                  | -            | 1.00              | \$324,847.69 |           |           |             |              |
| 56       | HEADWORKS MISCELLANEOUS METALS                          | L.S. | -             | 1                               | \$19,768.62  | -                  | -            | 1.00              | \$19,768.62  |           |           |             |              |
| 57       | MCC & GENERATOR SLAB REVISIONS                          | L.S. | -             | 1                               | \$61,723.14  | -                  | -            | 1.00              | \$61,723.14  |           |           |             |              |
| 58       | EFFLUENT PUMP STATION ELECTRICAL ADDITIONS              | L.S. | -             | -                               | -            | 1.00               | \$55,438.74  | 1.00              | \$55,438.74  |           |           |             | \$55,438.74  |
| 59       | ENERGY SERVICE FEED                                     | L.S. | -             | -                               | -            | 1.00               | \$17,955.53  | 1.00              | \$17,955.53  |           |           |             | \$17,955.53  |
| 60       | HEADWORKS EXTRA PIPING & FITTINGS                       | L.S. | -             | -                               | -            | 1.00               | \$107,467.50 | 1.00              | \$107,467.50 |           |           |             | \$107,467.50 |
| 61       | SITE GATE REPLACEMENT                                   | L.S. | -             | -                               | -            | 1.00               | \$15,766.70  | 1.00              | \$15,766.70  |           |           |             | \$15,766.70  |
| 62       | RELOCATE RACKS & CONDUITS FOR HEADWORKS/GENERATOR SLABS | L.S. | -             | -                               | -            | 1.00               | \$26,708.56  | 1.00              | \$26,708.56  |           |           |             | \$26,708.56  |
| 63       | ELECTRICAL MATERIALS COST INCREASE                      | L.S. | -             | -                               | -            | 1.00               | \$52,384.59  | 1.00              | \$52,384.59  |           |           |             | \$52,384.59  |
| 64       | ADDITIONAL SLUDGE REMOVAL & CLAY EMBANKMENT             | L.S. | -             | -                               | -            | 1.00               | \$284,813.00 | 1.00              | \$284,813.00 |           |           |             | \$284,813.00 |

SUB TOTALS: \$7,135,793.60 \$560,534.62 \$0.00 \$4,088.00 \$294,686.47 \$560,534.62

RESULTING INCREASE (DECREASE) FOR PROJECT BID: \$261,760.15

\*\*Remainder of the attachments (18 pages) to this Change Order are on file and may be viewed at the St. Charles Parish Council Office, Courthouse, 15045 River Road, Hahnville

2023-0124

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT

ORDINANCE NO. 23-6-3

An ordinance approving and authorizing the execution of an Agreement by and between Diamond Green Diesel, LLC, St. Charles Parish, St. Charles Parish School Board, St. Charles Parish Law Enforcement District, St. Charles Parish Assessment District, Hospital Service District No. 1 of the Parish of St. Charles, Louisiana, and Pontchartrain Levee District to support the expansion of Foreign Trade Subzone 124 A to include Diamond Green Diesel operations at the IMTT Terminal in St. Rose, Louisiana.

WHEREAS, Valero Refining – New Orleans, LLC (VRNO), is the current user of Foreign Trade Subzone 124 A located in St. Charles Parish, Louisiana, where VRNO operates a petroleum refinery; and,

WHEREAS, Diamond Green Diesel, LLC (DGD), is in the business of manufacturing renewable fuels, and seeks to expand Subzone 124 A to accommodate the operation of the DGD renewable fuels business under Foreign Trade Zone procedures, to include tankage dedicated to DGD at the International – Matex Tank Terminals, LLC (IMTT) St. Rose Terminal to the Subzone’s boundaries; and,

WHEREAS, support of St. Charles Parish is needed to move forward with the expansion of Subzone 124 A operations to include DGD; and,

WHEREAS, the Foreign Trade Zone Act of 1934 exempts inventory from local ad valorem taxation; and,

WHEREAS, St. Charles Parish has agreed to support the expansion of said subzone provided DGD waives application of the local ad valorem tax exemption.

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

**SECTION I.** That the Agreement by and between Diamond Green Diesel, LLC, St. Charles Parish, St. Charles Parish School Board, St. Charles Parish Law Enforcement District, St. Charles Parish Assessment District, Hospital Service District No. 1 of the Parish of St. Charles, Louisiana, and Pontchartrain Levee District to expand Foreign Trade Subzone 124 A is hereby approved.

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

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

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

NAYS: NONE

ABSENT: BILLINGS

ABSTAIN: FISHER

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

ACTING CHAIRMAN: [Signature]

SECRETARY: Michelle Apostato

DLVD/PARISH PRESIDENT: June 6, 2023

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: June 6, 2023

AT: 11:30 am RECD BY: [Signature]



Agreement

Foreign Trade Subzone 124 A

THIS AGREEMENT is entered into by and between:

Diamond Green Diesel, LLC, 14891 East Airline Highway, Norco, LA 70079 herein represented by Martin Loeber, Attorney – in – Fact.

St. Charles Parish, 15045 River Road, Hahnville, LA 70057 herein represented by Matthew Jewell, Parish President, duly authorized by Ordinance No. 23-6-3, dated June 5, 2023.

St. Charles Parish School Board, 13855 River Road, Luling, LA 70070, herein represented by Art Aucoin, its President, duly authorized by Resolution of the St. Charles Parish School Board adopted on \_\_\_\_\_, 2023.

St. Charles Parish Law Enforcement District, 260 Judge Edward Dufresne Parkway, Luling, LA 70070 herein represented by Sheriff Gregory C. Champagne, its Chief Executive Officer.

St. Charles Parish Assessment District, 15045 River Road, Hahnville, LA 70057, herein represented by Assessor Tab Troxler, its Chief Executive Officer.

Hospital Service District No. 1 of the Parish of St. Charles, Louisiana, 1057 Paul Maillard Road, Luling, LA 70070, herein represented by James “Jake” Lemmon, its Chairman.

Pontchartrain Levee District, 2069 Railroad Avenue, Litcher, LA 70071, herein represented by Seneca Boudreaux, its President, duly authorized by Resolution of the Board of Commissioners adopted on \_\_\_\_\_, 2023.

WHEREAS, Valero Refining- New Orleans, LLC (VRNO), a wholly owned subsidiary of Valero Energy Corporation, is the current user of Foreign Trade Subzone 124A located in St. Charles Parish, Louisiana, where VRNO operates a petroleum refinery; and

WHEREAS, Diamond Green Diesel, LLC (DGD), an affiliate of Valero Energy Corporation, is in the business of manufacturing renewable fuels, and seeks to expand Subzone 124A to accommodate the operation of the DGD renewable fuels business under Foreign Trade Zone procedures, to include tankage dedicated to DGD at the International – Matex Tank Terminals, LLC (IMTT) St. Rose Terminal, St. Rose Terminal, 11842 River Road, St. Rose, Louisiana to the Subzone’s boundaries; and

WHEREAS, support of St. Charles Parish is needed to move forward with the expansion of Subzone 124A operations to include DGD; and

WHEREAS, the St. Charles Parish Tax Assessor is responsible for listing and valuing all taxable property in St. Charles Parish; and

WHEREAS, Section 810(e) of the Foreign-Trade Zones Act of 1934 (19 USC §810(e)) exempts inventory meeting specified criteria held in an activated Foreign Trade Zone from local ad valorem tax; and

WHEREAS, St. Charles Parish has agreed to support the expansion of Subzone 124A for DGD renewable fuels operations provided that DGD waives application of the tax exemption provided by Section 810(e) to DGD inventory;

NOW, THEREFORE, in exchange for the consideration stated below, it is agreed by the Parties:

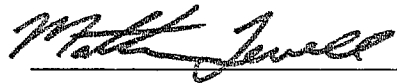
1. Letter of Support. St. Charles Parish taxing authorities, agree to execute a letter of support for expansion of Subzone 124A to include DGD operations at the International Matex Tank Terminals, LLC, St. Rose Terminal, 11842 River Road, St. Rose, Louisiana in the form attached as Exhibit "A," and take other actions as may be needed to evidence such support.
2. Waiver of FTZ tax exemption. DGD hereby waives application of the tax exemption provided by Section 810(e) of the Foreign Trade Zone Act with regard to any inventory located within Subzone 124A which is owned by DGD or intended to be used by DGD in its production of renewable fuels. DGD agrees to take no action to claim the exemption provided by Section 810(e), and will pay inventory taxes as if the Foreign Trade Zone did not exist. This waiver applies only to inventories owned by DGD or used in the DGD renewable fuels business, and has no application to any inventory owned or used by VRNO in the production of petroleum products.
3. Assessment. The St. Charles Parish Assessor will list and value, as taxable property, inventory owned or used by DGD in the renewable fuels business without regard to Foreign Trade Zone status of DGD operations. Said assessment shall be taxed as provided by the Laws of the State of Louisiana and the Rules and Regulations of the Louisiana Tax Commission.

Thus done and signed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Diamond Green Diesel, LLC

St. Charles Parish

\_\_\_\_\_



By: Martin Loeber, Attorney – in – Fact

By: Matthew Jewell, Parish President

St. Charles Parish School Board

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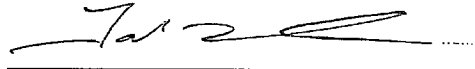
By: Art Aucoin, President

St. Charles Parish Law Enforcement District

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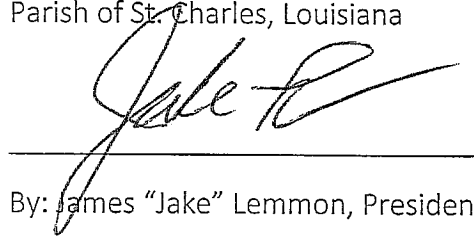
By: Gregory C. Champagne, Sheriff

St. Charles Parish Assessment District



By: Tab Troxler, Assessor

Hospital Service District No. 1 of the  
Parish of St. Charles, Louisiana



By: James "Jake" Lemmon, President

Pontchartrain Levee District

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By: Senecca Boudreaux, President



# ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

MATTHEW JEWELL  
PARISH PRESIDENT

Exhibit A

June 19, 2023

Ms. Liz Whiteman  
Executive Secretary  
Foreign-Trade Zones Board  
US Department of Commerce  
1401 Constitution Ave., NW, Room 21013  
Washington, DC 20230

Re: Foreign Trade Subzone 124A Expansion

Dear Ms. Whiteman:

We understand that Valero Refining-- New Orleans, LLC and Diamond Green Diesel, LLC will be seeking expansion of Foreign Trade Subzone 124A located in St. Charles Parish for the Diamond Green renewable fuels business to include tankage dedicated to Diamond Green at the International – Matix Tank Terminal, St. Rose Terminal, 11842 River Road, St. Rose, Louisiana in the Subzone’s boundaries. We understand that Diamond Green’s imported inventory and inventory held for export at the FTZ would be eligible for an exemption from ad valorem tax under the Foreign Trade Zones Act. Diamond Green has agreed to forgo the foreign trade zone tax exemption for Diamond Green inventory. We recognize the importance of Subzone 124A operations for Valero, Diamond Green, and our community, and on behalf of the St. Charles Parish taxing authorities, express our support for expansion of the Subzone.

Sincerely,

Matthew Jewell  
Parish President

Art Aucoin  
School Board President

Gregory C. Champagne  
Sheriff

Tab Troxler  
Assessor

  
James "Jake" Lemmon  
Hospital Board Chairman

Senecca Boudreaux  
Levee Board President

2023-0127

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. 23-6-4

An ordinance approving and authorizing the execution of Change Order No. 1 for SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322), to increase the contract amount by \$82,465.00 and increase the contract time by 9 days.

WHEREAS, On March 25, 2022, St. Charles Parish President and Meyer Engineers, Ltd., executed a Professional Service Agreement to perform architectural and engineering services for said project; and,

WHEREAS, Ordinance No. 23-1-8, adopted on January 23, 2023, by the St. Charles Parish Council approved and authorized the execution of a contract with NFT Group LLC, for SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322), in the amount of \$1,144,000.00; and,

WHEREAS, it is necessary to amend the Contract in order to adjust contract quantities with actual quantities for Work Directives 1, 2, & 3 resulting in an increase to the approved contract amount by \$82,465.00 and an increase of 9 days.

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

**SECTION I.** That Change Order No. 1 for SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322), to increase the contract amount by \$82,465.00 and increase the contract time by 9 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: FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE,  
BELLOCK, FISHER, FISHER-CORMIER  
NAYS: NONE  
ABSENT: BILLINGS

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

ACTING CHAIRMAN: [Signature]  
SECRETARY: Michelle Dupratato  
DLVD/PARISH PRESIDENT: June 6, 2023  
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell  
RETD/SECRETARY: June 6, 2023  
AT: 1:03 pm RECD BY: [Signature]

**SECTION 00806**

**CHANGE ORDER**

No. 1

DATE OF ISSUANCE May 10, 2023

EFFECTIVE DATE \_\_\_\_\_

OWNER: St. Charles Parish Government

CONTRACTOR: NFT Group, LLC.

Contract: SCP E. Dufresne Community Center Ida and Window Repairs

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_

ENGINEER's Contract No. 20-22003

ENGINEER: Meyer Engineers, Ltd.

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

**Description:** *See attached example on how to fill in this information*

1. **Add the Following Work Items:**

- a. New Contract Item #: *Waterproofing Behind Metal Composite Panels (Work Change Directive #1)*  
Addition of \$49,848.00 (L.S.). See attached CPR #3 for details.
- b. New Contract Item #: *Metal Composite Panel Size Discrepancy (Work Change Directive #2)*  
Addition of \$23,194.00 (L.S.). See attached CPR #4R1 for details.
- c. New Contract Item #: *Additional Window Mockup (Work Change Directive #3)*  
Addition of \$9,423.00 (L.S.). See attached CPR #7 for details.

Total of Added Work Items = \$82,465.00

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

1. Add Work Items

- a. Additional cost associated with applying a new waterproofing membrane to the existing sheathing behind the new metal composite panels.
- b. Additional cost for adding metal composite panel material from what the original contract drawings show.
- c. Perform additional window flashing mockup to test and validate new flashing design.

**Attachments:** (List documents supporting change)

1. Attachment No. 1 – Change Order Summary
2. Work Change Directive #1 – Waterproofing behind Metal Composite Panels (RFC #003 (RFI #004))
3. Work Change Directive #2 – Metal Composite Panels Size Discrepancy (RFC #004R1)
4. Work Change Directive #3 – Additional Window Mockup (RFC #007)

**\*\*Remainder of the attachments (27 pages) to this Change Order are on file and may be viewed at the St. Charles Parish Council Office, Courthouse, 15045 River Road, Hahnville**

| CHANGE IN CONTRACT PRICE:  |
|--|
| Original Contract Price<br>\$1,144,000.00  |
| Net Increase (Decrease) from previous Change Orders<br>No. ___ to ___:<br>\$0.00 |
| Contract Price prior to this Change Order:<br>\$1,144,000.00                     |
| Net increase (decrease) of this Change Order:<br>\$82,465.00                     |
| Contract Price with all approved Change Orders:<br>\$1,226,465.00                |

| CHANGE IN CONTRACT TIMES:   |
|---|
| Original Contract Times:<br>Substantial Completion: 10/04/2023<br>Ready for final payment: 11/18/2023<br>(days or dates)                        |
| Net change from previous Change Orders No. ___ to<br>No. ___:<br>Substantial Completion: 0<br>Ready for final payment: 0<br>(days)              |
| Contract Times prior to this Change Order:<br>Substantial Completion: 10/04/2023<br>Ready for final payment: 11/18/2023<br>(days or dates)      |
| Net (increase) decrease this Change Order:<br>Substantial Completion: 9<br>Ready for final payment:<br>(days)                                   |
| Contract Times with all approved Change Orders:<br>Substantial Completion: 10/13/2023<br>Ready for final payment: 11/27/2023<br>(days or dates) |

RECOMMENDED:

By: [Signature]  
ENGINEER (Authorized Signature)

Date: 5-16-23

APPROVED:

By: [Signature]  
OWNER (Authorized Signature)

Date: 6-6-23

ACCEPTED:

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: 5/15/23

**Attachment No. 1**  
Change Order No. 1  
SCP E. Dufresne Community Center  
Ida and Window Repairs  
A/E Project No. 20-22003 May 10, 2023

SCOPE OF CHANGE:

- |   |                  |
|---|------------------|
| 1. CPR # 3 – Waterproofing Behind Metal Composite Panels. | ADD: \$49,848.00 |
| 2. CPR # 4R1 – Metal Composite Panel Size Discrepancy     | ADD: \$23,194.00 |
| 3. CPR # 7 – Additional Window Mockup                     | ADD: \$9,423.00  |

**TOTAL ADDITIVE: \$82,465.00**

JUSTIFICATIONS:

1. CPR # 3 – Additional cost associated with applying a new waterproofing membrane to the existing sheathing behind the new metal composite panels.
2. CPR # 4R1 – Additional cost for adding metal composite panel material from what the original contract drawings show.
3. CPR # 7 – Perform additional window flashing mockup to test and validate new flashing design.

TIME EXTENSION:

Add **9** days of time extension.

- 7 days for additional work in CPR # 3
- 0 days for additional work in CPR # 4R1
- 2 days for additional work in CPR # 7



2023-0128

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(GENERAL GOVERNMENT BUILDINGS)**

**ORDINANCE NO.** 23-6-5

An ordinance approving and authorizing the execution of Change Order No. 1 for St. Charles Parish West Bank Library Hurricane IDA Repairs, (Project No. LR211105), to increase the contract amount by \$41,721.00 and increase the contract time by 76 days.

**WHEREAS,** On November 5, 2021, the St. Charles Parish President and Murray Architects, Inc., executed an Emergency Service Agreement to perform architectural and engineering services for said project; and,

**WHEREAS,** Ordinance No. 22-10-4, adopted on October 17, 2022, by the St. Charles Parish Council approved and authorized the execution of a contract with Dynamic Group LLC, for St. Charles Parish West Bank Library Hurricane IDA Repairs, (Project No. LR211105), in the amount of \$1,152,002.34; and,

**WHEREAS,** it is necessary to amend the Contract in order to adjust contract quantities with actual quantities for Work Directives 1, 2, 3 and Construction Request for Change #RFC-004 resulting in an increase to the approved contract amount of \$41,721.00 and an increase of 76 days.

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

**SECTION I.** That Change Order No. 1 for St. Charles Parish West Bank Library Hurricane IDA Repairs, (Project No. LR211105), to increase the contract amount by \$41,721.00 and increase the contract time by 76 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:** FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-CORMIER  
**NAYS:** NONE  
**ABSENT:** BILLINGS

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

ACTING CHAIRMAN: [Signature]  
SECRETARY: Michelle Spadato  
DLVD/PARISH PRESIDENT: June 6, 2023  
APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: Matthew Jewell  
RETD/SECRETARY: June 6, 2023  
AT: 11:30 am RECD BY: [Signature]

**SECTION 00806**

**CHANGE ORDER**

No. One (1)

DATE OF ISSUANCE May 2, 2023

EFFECTIVE DATE May 2, 2023

OWNER St. Charles Parish  
CONTRACTOR Dynamic Group, LLC  
Contract: St. Charles Parish West Bank Library Hurricane Ida Repairs  
Project: St. Charles Parish West Bank Library Hurricane Ida Repairs  
OWNER's Contract No. LR211105 ARCHITECT's Contract No. \_\_\_\_\_  
ARCHITECT Murray Architects, Inc.

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

**Description:** *See attached example on how to fill in this information*

1. Delete the Following Work Items:
  - a. Contract Item #: *Relocation of Infrastructure*  
Delete item in its entirety. (-\$10,000.00)

Total of Deducted Items = (-\$10,000.00)

2. Add the Following Work Items:
  - a. Work Change Directive #1:  
Addition of \$ 13,118.00 (L.S.). See attached cost estimate for details.
  - b. Work Change Directive #2:  
Addition of \$ 6,063.00 (L.S.). See attached cost estimate for details.
  - c. Work Change Directive #3:  
Addition of \$26,203.00 (L.S.). See attached cost estimate for details.
  - d. Construction Request for Change # RFC-004  
Addition of \$6,337.00 (L.S.). See attached cost estimate for details.

Total of Added Work Items = (+\$51,721.00)

3. Revise the Following Work Item Quantities: Not Applicable

Total of Change in Work Items Quantity = (+/- \$0.00)

**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. Credit Relocation of Infrastructure
2. Add Work Items
  - a. To add grounds and neutrals to existing circuits; replace panel L. Code required updates to bring existing circuits up to code.
  - b. To furnish and install doors and frames in Locations 15 & 21.
  - c. To furnish and install owner specified Tarkett carpet tile.
  - d. Furnish and install 3cm Quartz countertop in SW corner on 1<sup>st</sup> floor. Countertop installed on aluminum wall brackets to match existing counter in front of Library.

3. Revise Work Item Quantities

Attachments: (List documents supporting change)

Work Change Directive No. 1, Work Change Directive No. 2, and Work Change Directive No. 3

| CHANGE IN CONTRACT PRICE:  |
|--|
| Original Contract Price<br>\$ <u>1,152,002.34</u>  |
| Net Increase (Decrease) from previous Change Orders<br>No. ___ to ___:<br>\$ <u>0.00</u> |
| Contract Price prior to this Change Order:<br>\$ <u>1,152,002.34</u>                     |
| Net increase of this Change Order:<br>\$ <u>41,721.00</u>                                |
| Contract Price with all approved Change Orders:<br>\$ <u>1,193,723.34</u>                |

| CHANGE IN CONTRACT TIMES:  |
|--|
| Original Contract Times:<br>Substantial Completion: <u>March 26, 2023</u><br>Ready for final payment: <u>150 Days</u><br>(days or dates)                       |
| Net change from previous Change Orders No. ___ to ___:<br>Substantial Completion: <u>March 26, 2023</u><br>Ready for final payment: <u>150 Days</u><br>(days)  |
| Contract Times prior to this Change Order:<br>Substantial Completion: <u>March 26, 2023</u><br>Ready for final payment: <u>150 Days</u><br>(days or dates)     |
| Net increase this Change Order:<br>Substantial Completion: <u>June 10, 2023</u><br>Ready for final payment: <u>76 Days</u><br>(days)                           |
| Contract Times with all approved Change Orders:<br>Substantial Completion: <u>June 10, 2023</u><br>Ready for final payment: <u>226 Days</u><br>(days or dates) |

RECOMMENDED:

APPROVED:

ACCEPTED:

By: [Signature]  
ARCHITECT (Authorized Signature)

By: Math Jewell  
OWNER (Authorized Signature)

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: 5/14/2023

Date: 6-6-23

Date: 5/15/23

\*\*Remainder of the attachments (29 pages) to this Change Order are on file and may be viewed at the St. Charles Parish Council Office, 15045 River Road, Hahnville

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. One (1)

DATE OF ISSUANCE January 24, 2023

EFFECTIVE DATE January 24, 2023

OWNER St. Charles Parish  
 CONTRACTOR Dynamic Group, LLC  
 Contract St. Charles Parish West Bank Library Hurricane Ida Repairs  
 Project:  
 OWNER's Contract No. LR211105 ARCHITECT's Contract No. \_\_\_\_\_  
 ARCHITECT Murray Architects, Inc.

Contractor is directed to proceed promptly with the following change(s):

Description: Issue a change directive to add grounds and neutrals to existing circuits; replace panel L. Code required updates to bring existing circuits up to code.

Attachments: (List documents supporting change) Construction Request for Change – RFC 001 Attached.

**Purpose for Work Change Directive:**

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

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

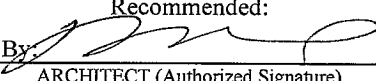


**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$13,118.00 increase

Contract Time Zero (0) days

**Basis of estimated change in Contract Price:**

- Lump Sum  Unit Price
- Cost of the Work  Other

|   |   |  |
|---|---|--|
| Recommended:  | Limited Authorization By*:  | Received:  |
| By:  | By:  | By:  |
| ARCHITECT (Authorized Signature)  | Owner's Representative*   | Contractor (Authorized Signature)  |
| Title: <u>Architect</u>   | Title: <u>Parish President</u>  | Title: <u>President</u>  |
| Date: <u>1/30/2023</u>  | Date: <u>2-1-23</u>   | Date: <u>1-26-2023</u>   |

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

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

## Construction Request for Change SUMMARY

St. Charles Parish

Item No.

RFC 001

RFI No. (or COR, CPR, etc.)

RFI 006&007

Project No. LR211105

Date:

1/19/2023

Project Name: West Bank Library - Hurricane Ida Repairs

Contractor Name: Dynamic Group

Description of Work: Add grounds and neutrals to existing circuits  
Replace panel L

General Contractor Direct Costs - Breakdown No. \_\_\_\_\_

(See attached breakdown)

Total General Contractor Cost

(General Contract Direct Cost plus OH&P)

\_\_\_\_\_ %  
(Max: 8%)

Subcontractor Cost Breakdowns

(See attached.)

|  |               | A                 | B             | C               |
|--|---------------|-------------------|---------------|-----------------|
| Subcontractor Name                             | Breakdown No. | Total Direct Cost | OH&P (Max 8%) | Total A+(A X B) |
| All Star Electric - Add Grounds and Neutrals   | 1             | \$ 6,282.00       | _____ %       | \$6,282.00      |
| All Star Electric - Replace Panel L and Feeder | 2             | \$ 5,643.00       | _____ %       | \$5,643.00      |
| _____  | _____         | _____             | _____ %       | _____           |
| _____  | _____         | _____             | _____ %       | _____           |
| _____  | _____         | _____             | _____ %       | _____           |
| _____  | _____         | _____             | _____ %       | _____           |
| _____  | _____         | _____             | _____ %       | _____           |
| _____  | _____         | _____             | _____ %       | _____           |

Subcontractor Direct Costs Total \$ 11,925.00

(Sum column A)

Subcontractor Direct Costs + Subcontractor OH&P

(Sum column C)

\$11,925.00

General Contractor OH&P on Subcontractor Direct Cost at

(Sum column A times General Contractor OH&P rate.)

10 %

\$1,193.00

Total Subcontractor Costs

(Subcontractor Direct Costs + OH&P + General Contractor OH&P)

\$13,118.00

Change Order Subtotal

(Sum of Total General Contractor Costs and Total Subcontractor Costs)

\$13,118.00

Performance and Payment Bond at

(Change Order Subtotal times Performance and Payment Bond rate)

\_\_\_\_\_ %

Amount will be  increased  decreased  unchanged by

(Sum of Change Order Subtotal and Performance and Payment Bond)

\$13,118.00

Days will be  increased  decreased  unchanged by

(Attach supporting data such as meteorological reports)

CO-2

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. Two (2)

DATE OF ISSUANCE February 10, 2023

EFFECTIVE DATE February 10, 2023

OWNER St. Charles Parish  
 CONTRACTOR Dynamic Group, LLC  
 Contract Project: St. Charles Parish West Bank Library Hurricane Ida Repairs  
 OWNER's Contract No. LR211105 ARCHITECT's Contract No. \_\_\_\_\_  
 ARCHITECT Murray Architects, Inc.

Contractor is directed to proceed promptly with the following change(s):  
 Description: Issue a change directive to furnish and install doors and frames in Locations 15 & 21 that were not existing as indicated.

Attachments: (List documents supporting change) Construction Request for Change – RFC 002 Attached.

**Purpose for Work Change Directive:**

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

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

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

Contract Price: \$6,063.00 increase

Contract Time Zero (0) days

**Basis of estimated change in Contract Price:**

- Lump Sum  Unit Price
- Cost of the Work  Other

|                                  |                                |                                   |
|----------------------------------|--------------------------------|-----------------------------------|
| Recommended:                     | Limited Authorization By*:     | Received:                         |
| By: <u>[Signature]</u>           | By: <u>Math Jewell</u>         | By: <u>[Signature]</u>            |
| ARCHITECT (Authorized Signature) | Owner's Representative*        | Contractor (Authorized Signature) |
| Title: <u>Architect</u>          | Title: <u>Parish President</u> | Title: <u>President</u>           |
| Date: <u>5/16/2023</u>           | Date: <u>2-1-23</u>            | Date: <u>5/15/23</u>              |

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

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Construction Request for Change  
SUMMARY**

St. Charles Parish

Item No.

RFC 002

RFI No. (or COR, CPR, etc.)

RFI 012

Project No.

LR211105

Date:

2/9/2023

Project Name:

West Bank Library - Hurricane Ida Repairs

Contractor Name:

Dynamic Group

Description of Work:

Furnish and install doors and frames in locations 15 & 21 that were not existing as indicated

**General Contractor Direct Costs - Breakdown No. \_\_\_\_\_**

(See attached breakdown)

**Total General Contractor Cost**

(General Contract Direct Cost plus OH&P)

\_\_\_\_\_ %

**\_\_\_\_\_**

**Subcontractor Cost Breakdowns**

(See attached.)

| Subcontractor Name      | Breakdown No. | A<br>Total Direct Cost | B<br>OH&P<br>(Max 8%) | C<br>Total<br>A+(A X B) |
|-------------------------|---------------|------------------------|-----------------------|-------------------------|
| Integrated Door Systems | 1             | \$ 5,511.88            | %                     | \$5,512.00              |
| _____                   | _____         | _____                  | %                     | _____                   |
| _____                   | _____         | _____                  | %                     | _____                   |
| _____                   | _____         | _____                  | %                     | _____                   |
| _____                   | _____         | _____                  | %                     | _____                   |
| _____                   | _____         | _____                  | %                     | _____                   |
| _____                   | _____         | _____                  | %                     | _____                   |
| _____                   | _____         | _____                  | %                     | _____                   |
| _____                   | _____         | _____                  | %                     | _____                   |

**Subcontractor Direct Costs Total**

(Sum column A)

\$ 5,512.00

**Subcontractor Direct Costs + Subcontractor OH&P**

(Sum column C)

\$5,512.00

**General Contractor OH&P on Subcontractor Direct Cost at**

(Sum column A times General Contractor OH&P rate.)

10 %

\$551.00

**Total Subcontractor Costs**

(Subcontractor Direct Costs + OH&P + General Contractor OH&P)

**\$6,063.00**

**Change Order Subtotal**

(Sum of Total General Contractor Costs and Total Subcontractor Costs)

**\$6,063.00**

**Performance and Payment Bond at**

(Change Order Subtotal times Performance and Payment Bond rate)

\_\_\_\_\_ %

**Amount will be**

increased

decreased

unchanged by

**\$6,063.00**

(Sum of Change Order Subtotal and Performance and Payment Bond)

**Days will be**

increased

decreased

unchanged by

**\_\_\_\_\_**

(Attach supporting data such as meteorological reports)

RFC 002

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. Three (3)

DATE OF ISSUANCE April 10, 2023

EFFECTIVE DATE April 10, 2023

OWNER St. Charles Parish  
 CONTRACTOR Dynamic Group, LLC  
 Contract St. Charles Parish West Bank Library Hurricane Ida Repairs  
 Project:  
 OWNER's Contract No. LR211105 ARCHITECT's Contract No. \_\_\_\_\_  
 ARCHITECT Murray Architects, Inc.

Contractor is directed to proceed promptly with the following change(s):  
 Description: Issue a change directive to furnish and install owner specified Tarkett carpet tile.

Attachments: (List documents supporting change) Construction Request for Change – RFC 003rev1 Attached.

**Purpose for Work Change Directive:**

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

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

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

Contract Price: \$26,203.00 increase  
 Contract Time Seventy-Six (76) days

**Basis of estimated change in Contract Price:**

- Lump Sum  Unit Price
- Cost of the Work  Other

|  |   |  |
|--|---|--|
| Recommended:<br>By: <u>[Signature]</u><br>ARCHITECT (Authorized Signature) | Limited Authorization By*:<br>By: <u>Math Jewell</u><br>Owner's Representative* | Received:<br>By: <u>[Signature]</u><br>Contractor (Authorized Signature) |
| Title: <u>Michael Telle</u>  | Title: <u>Parish President</u>  | Title: <u>Chad Mitchell</u>  |
| Date: <u>4/13/2023</u>   | Date: <u>2-1-23</u>   | Date: <u>4/10/23</u>   |

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

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_



## Construction Request for Change SUMMARY

|                      |                             |             |
|----------------------|-----------------------------|-------------|
| St. Charles Parish   | Item No.                    | RFC 003rev1 |
|                      | RFI No. (or COR, CPR, etc.) |             |
| Project No. LR211105 | Date:                       | 4/6/2023    |

Project Name: West Bank Library - Hurricane Ida Repairs

Contractor Name: Dynamic Group

Description of Work: Furnish 2,000 sq ft and install 1,200 sq ft of owner specified Tarkett carpet tile.  
Furnish and install 400 sq ft of Aladdin (Inkwell 985) carpet transition  
Labor to remove existing green band and replace with owner furnished blue carpet

General Contractor Direct Costs - Breakdown No. 1 \$ 4,523.00

(See attached breakdown)

Total General Contractor Cost 10 % \$4,975.00

(General Contract Direct Cost plus OH&P)

### Subcontractor Cost Breakdowns

(See attached.)

|                    |               | A                 | B             | C               |
|--------------------|---------------|-------------------|---------------|-----------------|
| Subcontractor Name | Breakdown No. | Total Direct Cost | OH&P (Max 8%) | Total A+(A X B) |
| Stone              |               | \$ 19,298.00      | %             | \$19,298.00     |
|                    |               |                   | %             |                 |
|                    |               |                   | %             |                 |
|                    |               |                   | %             |                 |
|                    |               |                   | %             |                 |
|                    |               |                   | %             |                 |
|                    |               |                   | %             |                 |
|                    |               |                   | %             |                 |
|                    |               |                   | %             |                 |
|                    |               |                   | %             |                 |

Subcontractor Direct Costs Total \$ 19,298.00  
 (Sum column A)

Subcontractor Direct Costs + Subcontractor OH&P \$19,298.00  
 (Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at 10 % \$1,930.00  
 (Sum column A times General Contractor OH&P rate.)

Total Subcontractor Costs \$21,228.00  
 (Subcontractor Direct Costs + OH&P + General Contractor OH&P)

Change Order Subtotal \$26,203.00  
 (Sum of Total General Contractor Costs and Total Subcontractor Costs)

Performance and Payment Bond at \_\_\_ %  
 (Change Order Subtotal times Performance and Payment Bond rate)

Amount will be  increased  decreased  unchanged by \$26,203.00  
 (Sum of Change Order Subtotal and Performance and Payment Bond)

Days will be  increased  decreased  unchanged by Lead time + 10 days  
 (Attach supporting data such as meteorological reports)

RFC 003rev1

2023-0129

INTRODUCED BY: ST. CHARLES PARISH COUNCIL

ORDINANCE NO. 23-6-6

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 8, Elections, Section 8-2. Visible Voting Precinct Boundaries and Polling Places, to merge voting precincts.

WHEREAS, as specified in Louisiana Revised Statutes 18:532 the Saint Charles Parish Council is required to establish precincts, define the territorial limits for which each precinct is established, prescribe their boundaries, and designate the precinct; and,

WHEREAS, each precinct shall be a contiguous, compact area having clearly defined and clearly observable boundaries coinciding with visible features readily distinguishable on the ground and approved extension of such features, such as designated highways, roads, streets, rivers, or canals, and depicted on United States Bureau of the Census base maps, except where the precinct boundary is coterminous with the boundary of a parish; and,

WHEREAS, several small or oddly shaped precincts were created during the creation of the 2022 Redistricting Plan; and,

WHEREAS, the council wishes to reduce the number of small and oddly shaped precincts in order to alleviate strain in staffing the needed number of election commissioners as well as to comply with in Louisiana Revised Statutes 18:532.

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

**SECTION I.** Should any section, part or provision of this Ordinance be declared by any court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

**SECTION II.** All ordinances or parts of ordinances in conflict herewith or incompatible with the provision of this Ordinance are hereby repealed.

**SECTION III.** That the Code of Ordinances, Chapter 8, Elections, Section 8-2. Visible Voting Precinct Boundaries and Polling Places is hereby amended by striking the language defining Precincts 1-4; 1-7; 2-1; 2-2; 2-6; 2-7; 3-1, 3-1A, and 3-1B; 3-4; 5-1; 5-6; 6-6; 6-7; 7-4 and 7-4A; 7-5; and 7-6 and insert verbiage as follows:

**Precinct 1-4.**

The region bounded and described as follows: Beginning at the point of intersection of the centerlines of Interstate 310 and Louisiana Highway 18 (River Road), and proceeding southeasterly along the centerline of Louisiana Highway 18 (River Road) to its intersection with the centerline of Bradwall Street, and proceeding southwesterly along the centerline of Bradwall Street to its intersection with the centerline of Saint Charles Boulevard, and proceeding southeasterly along the centerline of Saint Charles Boulevard to its intersection with the centerline of Luling Avenue, and proceeding southeasterly along the centerline of Luling Avenue to its intersection with the centerline of Louisiana Highway 52 (Paul Maillard Road), and proceeding southwesterly along the centerline of Louisiana Highway 52 (Paul Maillard Road) to its intersection with the center flow channel of the Eighty Arpent Canal, and proceeding westerly along the center flow channel of the Eighty Arpent Canal and the Boutte Canal to its intersection with the center flow channel of an unnamed drainage feature west of Ashton Oaks Lane, and proceeding northeasterly along the center flow channel of the Ashton Oaks Lane drainage feature to its intersection with the centerline of Hackberry Street, and proceeding southeasterly along the centerline of Hackberry Street to its intersection with the centerline of Kinler Street, and proceeding northeasterly along the centerline of Kinler Street to its intersection with the centerline of Brooklyn Street, and proceeding southeasterly along the centerline of Brooklyn Street to its intersection with the centerline of Ristroph Street, and proceeding northeasterly along the centerline of Ristroph Street to its intersection with the centerline of Easy Street, and proceeding westerly along the centerline of Easy Street to its intersection with the centerline of Gassen Street, and proceeding northerly along the centerline of Gassen Street to its intersection with the centerline of the Union Pacific Railroad Tracks, and proceeding northwesterly along with the centerline of the Union Pacific Railroad Tracks to its intersection with the centerline of Interstate 310, and proceeding northeasterly along the centerline of Interstate 310 to its intersection with the centerline of Louisiana Highway 18 (River Road), the point of beginning.

Polling Place: Luling Elementary School, 904 Sugarhouse Road, Luling

**Precinct 2-1.**

The region bounded and described as follows: Beginning at the point of intersection of the centerline of Interstate 310 and the center flow channel of the Mississippi River, and proceeding easterly along the center flow channel of the Mississippi River to its intersection with the straight line extension of Queenie Drive, and proceeding southerly along the centerline of Queenie Drive to its intersection with the centerline

of Union Pacific Railroad Tracks, and proceeding westerly along the centerline of Union Pacific Railroad Tracks to its intersection with the centerline of Sugarhouse Road, and proceeding southwesterly along the centerline of Sugarhouse Road to its intersection with the centerline of Courville Drive, and proceeding northwesterly along the centerline of Courville Drive to its intersection with the centerline of Milling Avenue, and proceeding northeasterly along the centerline of Milling Avenue to its intersection with the centerline of Hall Street, and proceeding northwesterly along the centerline of Hall Street to its intersection with the centerline of Louisiana Highway 52 (Paul Maillard Road), and proceeding northeasterly along the centerline of Louisiana Highway 52 (Paul Maillard Road) to its intersection with the centerline of Luling Avenue, and proceeding northwesterly along the centerline of Luling Avenue to its intersection with the centerline of Saint Charles Boulevard, and proceeding northerly along the centerline of Saint Charles Boulevard to its intersection with the centerline of Bradwall Street, and proceeding northeasterly along the centerline of Bradwall Street to its intersection with the centerline of Louisiana Highway 18 (River Road), and proceeding northwesterly along the centerline of Louisiana Highway 18 (River Road) to its intersection with the centerline of Interstate 310, and proceeding northerly along the centerline of Interstate 310 to its intersection with the center flow channel of the Mississippi River, the point of beginning.

Polling Place: Luling Elementary School, 904 Sugarhouse Road, Luling

**Precinct 2-6.**

The region bounded and described as follows: Beginning at the point of intersection of the centerlines of Louisiana Highway 48 (River Road) and Longview Drive, and proceeding northeasterly along the centerline of Longview Drive to its intersection with the centerline of San Francisco Drive, and proceeding easterly along the centerline of San Francisco Drive to its intersection with the centerline of Rosedale Drive, and proceeding northeasterly along the centerline of Rosedale Drive to its intersection with the centerline of Longwood Drive, and proceeding southeasterly and southwesterly along the centerline of Longwood Drive to its intersection with Ashton Drive, and proceeding easterly along the centerline of Ashton Drive to its intersection with the centerline of South Destrehan Drive, and proceeding northerly along the centerline of South Destrehan Avenue to its intersection with the Canadian National Railroad Tracks, and proceeding easterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline of Interstate 310, and proceeding northeasterly along the centerline of Interstate 310 to its intersection with the centerline of Louisiana Highway 626 (St. Rose Avenue), and proceeding southeasterly along the centerline of Louisiana Highway 626 (St. Rose Avenue) to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding southwesterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline extension of an unnamed private plant access road east of Ponderosa Road, and proceeding southerly along the unnamed plant road east of Ponderosa Road and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, and proceeding westerly along the center flow channel of the Mississippi River to its intersection with the centerline of Interstate 310, and proceeding northerly along the intersection of Interstate 310 to its intersection with the centerline of Louisiana Highway 48 (River Road), and proceeding westerly along the centerline of Louisiana Highway 48 (River Road) to its intersection with the centerline of Longview Drive, the point of beginning.

Polling Place: Harry Hurst Middle School, 170 Road Runner Lane, Destrehan

**Precinct 3-1, 3-1A, and 3-1B.**

The region bounded and described as follows: Beginning at the point of intersection of the centerlines of United States Highway 61 (Airline Highway) and Ormond Boulevard, and proceeding easterly along the centerline of United States Highway 61 (Airline Highway) to its intersection with the centerline of Louisiana Highway 626 (Saint Rose Avenue), and proceeding southeasterly along the centerline of Louisiana Highway 626 (Saint Rose Avenue) to its intersection with the centerline of Interstate 310, and proceeding westerly and southwesterly along the centerline of Interstate 310 to its intersection with a powerline utility corridor, and proceeding westerly along the powerline utility corridor to its intersection with the centerline of Dunleith Drive, and proceeding northerly along the centerline of Dunleith Drive to its intersection with the centerline of Ashland Drive, and proceeding northwesterly along the centerline of Ashland Drive to its intersection with the centerline of Melrose Drive, and proceeding northeasterly along the centerline of Melrose Drive to its intersection with the centerline of Magnolia Drive, and proceeding westerly along the centerline of Magnolia Drive to its intersection with the centerline of Ormond Boulevard, and proceeding southwesterly along the centerline of Ormond Boulevard to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding northwesterly

along the centerline of the Canadian National Railroad Tracks to its intersection with the straight line extension of the center flow channel of the West Ormond Levee Canal, and proceeding northeasterly along the center flow channel of the West Ormond Levee Canal to its intersection with the centerline of the Kansas City Southern Railroad Tracks, and proceeding easterly along the centerline of the Kansas City Southern Railroad Tracks to its intersection with the centerline of Ormond Boulevard, and proceeding northerly along the centerline of Ormond Boulevard to its intersection with the centerline of United States Highway 61 (Airline Highway), the point of beginning.

Polling Place: New Sarpy Elementary School, 130 Plantation Road, Destrehan

**Precinct 5-1.**

The region bounded and described as follows: Beginning at the point of intersection of the centerline of Canadian National Railroad Tracks and the centerline of an unnamed plant access road east of Ponderosa Road, and proceeding northeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline extension of Oak St, and proceeding southerly along the centerline of Oak St to its intersection with the centerline of Louisiana Highway 48 (River Road), and proceeding northeasterly along the centerline of Louisiana Highway 48 (River Road) to its intersection with the centerline of Giardina Farm Road, and proceeding southeasterly along the straight centerline extension of Giardina Farm Road to its intersection with the center flow channel of the Mississippi River, and proceeding southwesterly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of an unnamed plant access road east of Ponderosa Road, and proceeding northerly along the centerline of the unnamed plant access road to its intersection with the centerline of the Canadian National Railroad Tracks, the point of beginning.

Polling Place: St. Rose Elementary School, 11082 River Road, St. Rose

**Precinct 6-6.**

The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Mississippi River and the straight centerline extension of Clement Street, and proceeding northeasterly along the centerline of Clement Street to its intersection with the centerline of Short Street, and proceeding northwesterly along the centerline of Short Street to its intersection with the centerline of Annex Street, and proceeding northeasterly along the centerline of Annex Street and its extension to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding southeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the center flow channel of the Troxclair Canal, and proceeding northeasterly along the center flow channel of the Troxclair Canal to its intersection with the centerline of United States Highway 61 (Airline Highway), and proceeding easterly along the centerline of United States Highway 61 (Airline Highway) to its intersection with the centerline of Ormond Boulevard, and proceeding southerly along the centerline of Ormond Boulevard to its intersection with the centerline of the Kansas City Southern Railroad Tracks, and proceeding westerly along the centerline of the Kansas City Southern Railroad Tracks to its intersection with the center flow channel of the West Ormond Levee Canal, and proceeding southerly and westerly and southwesterly along the center flow channel of the West Ormond Levee Canal and its extension to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding southeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the straight centerline extension of Carolyn Drive, and proceeding southwesterly along the centerline of Carolyn Drive and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, and proceeding northerly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of Clement Drive, the point of beginning.

Polling Place: Arterbury Building, 14564 River Road, New Sarpy

**Precinct 7-4 and 7-4A.**

The region bounded and described as follows: Beginning at the point of intersection of the centerlines of Interstate 310 the Union Pacific Railroad Tracks, and proceeding easterly along the centerline of the of Union Pacific Railroad Tracks to its intersection with the centerline of Gassen Lane, and proceeding southerly along the centerline of Gassen Lane to its intersection with the centerline of Easy Street, and proceeding easterly along the centerline of Easy Street to its intersection with the centerline of Ristroph Street, and proceeding southwesterly along the centerline of Ristroph Street to its intersection with the centerline of Brooklyn Street, and proceeding westerly along the centerline of Brooklyn Street to its intersection with the centerline of Kinler Street, and proceeding southwesterly along the centerline of Kinler Street to its intersection

with the centerline of Hackberry Street, and proceeding northwesterly along the centerline of Hackberry Street to its intersection with the center flow channel of a drainage feature west of Gassen Street, and proceeding southwesterly along the center flow channel of the Gassen Street and Ashton Oaks drainage feature to its intersection with the center flow channel of the Boutte Canal, and proceeding southeasterly along the center flow channel of the Boutte Canal a short distance to its intersection with the center flow channel of the Eighty Arpent Canal, and proceeding southwesterly along the center flow channel of the Eighty Arpent Canal to its intersection with the centerline extension of Tinny Street, and proceeding southeasterly along the centerline extension of Tinny Street to its intersection with the centerline of Louisiana Highway 52 (Paul Maillard Road), and proceeding northeasterly along the centerline of Louisiana Highway 52 (Paul Maillard Road) to its intersection with the centerline of Hall Street, and proceeding easterly along the centerline of Hall Street to its intersection with the centerline of Milling Avenue, and proceeding southwesterly along the centerline of Milling Avenue to its intersection with the centerline of Courville Drive, and proceeding southeasterly along the centerline of Courville Drive to its intersection with the centerline of Sugarhouse Road, and proceeding northerly along the centerline of Sugarhouse Road to its intersection with the centerline of the Union Pacific Railroad Tracks, and proceeding easterly along the centerline of the Union Pacific Railroad Tracks to its intersection with the centerline of Queenie Drive (private), and proceeding southwesterly and easterly and southwesterly and southerly along the centerline of Queenie Drive (Private) to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding southwesterly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the southbound lane of Interstate 310, and proceeding northerly along the centerline of Interstate 310 to its intersection with the centerline of Louisiana Highway 3127, and proceeding northwesterly along the centerline of Louisiana Highway 3127 to its intersection with the center flow channel of the Eighty Arpent Canal, and proceeding easterly a short distance along the center flow channel of the Eighty Arpent Canal to its intersection with the centerline of Interstate 310, and proceeding northerly and northeasterly along the centerline of Interstate 310 to its intersection with the centerline of the Union Pacific Railroad Tracks, the point of beginning.

Polling Place: Luling Elementary School, 904 Sugarhouse Road, Luling

**SECTION IV.** That all other precincts listed in Section 8-2. Visible Voting Precinct Boundaries and Polling Places remain as first written.

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

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

NAYS: NONE

ABSENT: BILLINGS

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

ACTING CHAIRMAN: [Signature]  
 SECRETARY: Michelle Apastato  
 DLVD/PARISH PRESIDENT: June 6, 2023  
 APPROVED: ✓ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]  
 RETD/SECRETARY: June 6, 2023  
 AT: 11:30 am RECD BY: [Signature]

2023-0130

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

ORDINANCE NO. 23-6-7

An ordinance approving and authorizing the execution of a Contract with Command Construction, LLC, for Barber Road Bank Stabilization (Project No. P210702) in the amount of \$2,880,543.00.

WHEREAS, Ordinance No. 21-10-2 adopted on October 18, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Richard C. Lambert Consultants, LLC., (RCLC), to perform engineering services for Barber Road Bank Stabilization (Project No. P210702) in the not to exceed amount of \$243,028.00; and,

WHEREAS, on May 22, 2023, St. Charles Parish Council will consider File No. 2023-0112 to authorize Amendment No. 1 to Ordinance No. 21-10-2, to the Professional Services Agreement between St. Charles Parish and Richard C. Lambert Consultants, L.L.C., for Construction Management and Resident Inspection, for the Barber Road Bank Stabilization (Project No. P210702) in the not to exceed amount of \$135,616.00 for a total not to exceed amount for all services of \$378,644.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on April 25, 2023, Barber Road Bank Stabilization (Project No. P210702); and,

WHEREAS, Richard C. Lambert Consultants, L.L.C. has reviewed the bids and recommends that the contract be awarded to the lowest responsive and responsible bidder, Command Construction, LLC, in the amount of \$2,880,543.00.

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

**SECTION I.** That the bid of Command Construction, LLC, for the construction of Barber Road Bank Stabilization (Project No. P210702) is hereby approved and accepted in the amount of \$2,880,543.00.

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

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

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

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

NAYS: NONE

ABSENT: BILLINGS

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

ACTING CHAIRMAN: [Signature]  
SECRETARY: Michelle Dupontato  
DLVD/PARISH PRESIDENT: June 6, 2023  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Matthew Jewell  
RETD/SECRETARY: June 6, 2023  
AT: 11:30am RECD BY: [Signature]

**SECTION 00500**

**CONTRACT**

This agreement entered into this 13<sup>th</sup> day of JUNE, 20 23, by Command Construction, LLC hereinafter called the "Contractor", whose business address is 68445 James Street, and the Mandeville, LA 70471 St. Charles Parish, hereinafter called the "Owner".

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

**ARTICLE 1**

**STATEMENT OF WORK**

- 1.01 Contractor shall furnish all labor and materials and perform the work required to build, construct and complete in a thorough and workmanlike manner in connection with the following:

Project Name: BARBER ROAD BANK STABILIZATION  
Project Number: P210702

- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Richard C. Lambert Consultants, LLC
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated March 24, 2023, Addenda number(s) 1, 2, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: Installation of FRP sheet piles along Barber Road, drainage improvements and related earthwork, with asphalt mill and overlay.

## ARTICLE 2

### ENGINEER

- 2.01 The Project has been designed by Richard C. Lambert Consultants, LLC who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.



**ARTICLE 3**

**CONTRACT TIME**

- 3.01 The Contractor shall complete the Work under the Contract within 150 calendar days from the date stated in the Notice to Proceed.

**ARTICLE 4**

**LIQUIDATED DAMAGES**

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand dollars \$1,000 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

**ARTICLE 5**

**CONTRACT PRICE**

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$2,880,543.00) Two Million Eight Hundred Eighty Thousand Five Hundred Forty Three Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

## ARTICLE 6

### PAYMENT PROCEDURES

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

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

## **ARTICLE 7**

### **CONTRACTOR'S REPRESENTATIONS**

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

## **ARTICLE 8**

### **CONTRACT DOCUMENTS**

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

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 2 inclusive)
- h) Contract documents bearing the general title "Barber Road Bank Stabilization" dated March 24, 2023.
- i) Drawings, consisting of a cover sheet dated March 24, 2023 and the sheets listed on Drawing 1-TITLE SHEET ; each sheet bearing the following general title: Barber Road Bank Stabilization
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

## ARTICLE 9

### MISCELLANEOUS

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

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

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

OWNER: Parish of St. Charles

By: *Math Jewel*

Title: Parish President

CONTRACTOR: Command Construction, LLC

By: *Derek J. Commander*

Title: Managing Member

ATTEST:

By: *M. D'Amone*

Title: M. D'AMONE, CAD

ATTEST:

By: *Cory J. Commander*

Title: Member

END OF SECTION

2023-0137

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(GRANTS OFFICE)

RESOLUTION NO. 6699

A resolution approving and authorizing the execution of a Federally Funded Agreement with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness for funding in the amount of \$5,350,985.16 to elevate 30 residential flood prone structures to prevent further damages and reduce NFIP claims.

WHEREAS, St. Charles Parish submitted an application seeking Federal assistance from the Federal Emergency Management Agency (FEMA) to elevate 30 flood prone structures through the FY 2020 Flood Mitigation Assistance Program; and,

WHEREAS, by way of letter dated May 12, 2023, Mr. Sean Wyatt, Assistant Deputy Director, Hazard Mitigation Assistance Division, Governor's Office of Homeland Security and Emergency Preparedness, advised that the St. Charles Parish Flood Mitigation Assistance application was selected by FEMA for funding in the amount of \$5,350,985.16; and,

WHEREAS, there is a non-federal share of \$196,920.84 comprised of homeowner contributions and Grants Office in-kind funding to satisfactorily complete said project and thus become eligible for the Flood Mitigation Assistance Program; and,

WHEREAS, the State has prepared the necessary Federally Funded Agreement to provide funding for said project and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Federally Funded Agreement with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding to elevate 30 residential flood prone structures in accordance with the Flood Mitigation Assistance Program.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

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

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

ACTING CHAIRMAN: [Signature]  
SECRETARY: Michelle Dupontato  
DLVD/PARISH PRESIDENT: June 6, 2023  
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell  
RETD/SECRETARY: June 6, 2023  
AT: 11:30am RECD BY: [Signature]

A Federally Funded Agreement  
Between the  
Governor's Office of Homeland Security and Emergency Preparedness  
And  
St. Charles Parish

1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Flood Mitigation Assistance Grant Program ("FMA"). CFD 97.029.

1.3 This Agreement addresses the use of those funds and is between the Governor's Office of Homeland Security and Emergency Preparedness ("Recipient"), and the St. Charles Parish ("Sub-Recipient").

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

National Flood Insurance Act of 1968 Section 1366 (42 U.S.C. 4104c)

as amended by the National Flood Insurance Reform Act of 1994, Public Law 103—325

The Bunning –Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

The Biggert-Waters Flood Insurance Reform Act of 2012, Public Law 112-141

31 United States Code Section 1352

2 Code of Federal Regulations 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

OMB Circular A-102 (Standard Form 424B (Rev. 7-97))

OMB Circular 110

2.3 State

Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 et seq.

La. R.S. 33:4773(D)

Louisiana Uniform Construction Code, La. R.S. 40:1721-39

Louisiana Public Bid Law, La. R.S. 38:2211 et seq.

Louisiana Procurement Code, La. R.S. 39:1551 et seq.

*Louisiana Hazard Mitigation Strategy* (4 volumes)

3.1 Concept of Agreement

3.2 In order to elevate thirty-three (33) RL and SRL structures in the St. Charles Parish, the Grantor has provided funds to Sub-Recipient through Recipient's FMA Grant Program. Sub-Recipient shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (FMA-LA-FY-2020-0006, EMT-2020-FM-E053 (0))

3.3 The project application is incorporated into this Agreement as if copied in its entirety.

3.4 Additional responsibilities of Recipient, and Sub-Recipient are as follows:

3.4.1 All applicable State and Federal laws, regulations and policies shall be adhered to during the execution of this project, and more specifically:

3.4.2 Any changes to the scope of work, or budget shall comply with 2 C.F.R. §200

3.4.3 Sub-Recipient shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C §1352.

3.4.4 Sub-Recipient shall comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B and prescribed by OMB Circular A-102.

3.4.5 Sub-Recipient shall cooperate at all times with Recipient, and act as the project manager agreeing to be accountable for all funds expended on this project.

3.4.6 Sub-Recipient agrees to meet all program, and administrative requirements as dictated by State and Federal laws, regulations and policies, and any other requirements deemed necessary by Recipient to carry out the intent of this Agreement, even if not specifically stated.

#### 4.1 Summary of Statement of Work

4.2 Pursuant to FMA-LA-FY-2020-0006, EMT-2020-FM-E053 (0), Sub-Recipient shall perform the following tasks within the approved timeframes:

##### 4.2.1 Elevate Thirty-three (33) RL and SRL Properties

#### 5.1 Summary of Budget

##### 5.2 Estimated costs per task:

|                          |                |
|--------------------------|----------------|
| 5.2.1 For tasks 4.2.1    | \$5,547,906.00 |
| 5.2.2 Total Project Cost | \$5,547,906.00 |

##### 5.3 Funding Sources

|                         |                |
|-------------------------|----------------|
| 5.3.1 Federal share     | \$5,350,985.16 |
| 5.3.2 Non-Federal share | \$196,920.84   |

#### 6.1 Liability of Parties

6.2 This Agreement is intended for the benefit of Grantor, Recipient and Sub-Recipient, and does not confer any rights upon third parties.

6.3 All rights by and between Grantor, Recipient, and Sub-Recipient are limited to the actions outlined in the applicable State and Federal laws, regulations, and policies.

6.4 Sub-Recipient hereby agrees to hold Recipient harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of Sub-Recipient.

#### 7.1 Legal Authorization

Sub-Recipient hereby certifies that it has the legal authority to enter into this agreement and that it is authorized to receive the federal funds outlined herein.

#### 8.1 Notice and Contact

8.2 All notices provided pursuant to this Agreement shall be in writing and sent via first class certified mail return receipt requested.

8.3 The name and address of Recipient's contract manager for this agreement is:



Sean Wyatt  
Assistant Deputy Director, Hazard Mitigation Assistance Division  
Governor's Office of Homeland Security and Emergency Preparedness  
7667 Independence Boulevard  
Baton Rouge, Louisiana 70806

The name and address of the designated agent responsible for the administration of this agreement on behalf of Sub-Recipient is:

Honorable Matthew Jewell  
Parish President  
St. Charles Parish  
15045 River Road  
Hahnville, Louisiana 70057

8.4 If the mailing address of Recipient or Sub-Recipient changes during the term of this agreement, or there is a change in the designated points of contact, the party with the address change, or change of contact shall immediately notify the other party in writing.

On behalf of their respective agencies, Recipient and Sub-Recipient have executed this agreement.

BY: \_\_\_\_\_  
Casey Tingle  
Director  
GOVERNOR'S OFFICE OF HOMELAND  
SECURITY AND EMERGENCY PREPAREDNESS

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

BY: Matthew Jewell  
Mr. Matthew Jewell  
Parish President  
ST. CHARLES PARISH

DATE: 6-6-25

2023-0138

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(GRANTS OFFICE)

RESOLUTION NO. 6700

A resolution approving and authorizing the execution of a Cooperative Endeavor Agreement between the State of Louisiana Division of Administration Office of Community Development and St. Charles Parish regarding the allocation of Community Development Block Grant Disaster Recovery Program funding as a result of Year 2021 Ida & May Storms.

WHEREAS, the State of Louisiana has been allocated \$2,322,613,000.00 in Community Development Block Grant Disaster Recovery (CDBG-DR) funding for restoration of infrastructure and disaster recovery related to the 2020 and 2021 Hurricanes, Laura, Delta and Ida and May 2021 Floods; and,

WHEREAS, the Office of Community Development (OCD), through collaboration with local and community leaders in response to the communities' rebuilding needs and strengthening of infrastructure, has designed recovery programs, the Hometown Revitalization Program (HRP) and the Resilient Communities Infrastructure Program (RCIP) to support the recovery of impacted communities; and,

WHEREAS, the HRP is designed to restore jobs and revitalize commercial districts that suffered major damage from the 2020 and 2021 disasters; and,

WHEREAS, the RCIP aims to reduce risk and reliance on federal recovery funds by supporting more resilient community infrastructure; and,

WHEREAS, St. Charles Parish, as the legal authority and responsible agency for the rebuilding and recovery of the Parish, was allocated \$2,328,333.00 for the HRP and \$1,568,847.00 for the RCIP for eligible projects; and,

WHEREAS, the State of Louisiana has prepared the necessary Agreement to provide the funding, and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana Division of Administration Office of Community Development and St. Charles Parish for CDBG-DR funding.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said agreement and to act on behalf of St. Charles Parish in all matters pertaining to this agreement.

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

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

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

ACTING CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: June 6, 2023

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

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: June 6, 2023

AT: 11:30am RECD BY: [Signature]

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OFFICE OF COMMUNITY DEVELOPMENT

COOPERATIVE ENDEAVOR AGREEMENT  
IMPLEMENTING GRANT UNDER THE COMMUNITY DEVELOPMENT  
BLOCK GRANT DISASTER RECOVERY PROGRAM  
THROUGH THE  
LOUISIANA RECOVERY PROGRAMS

ST. CHARLES PARISH

CFDA 14.228  
Grant # B-21-DF-22-0001/Year 2021 Ida & May Storms

PO# \_\_\_\_\_

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into by and between the St. Charles Parish (hereinafter referred to as “Grantee”), and the State of Louisiana, Division of Administration, Office of Community Development (referred to as “OCD” or “State”), each represented herein by their undersigned authorized representatives. Grantee and OCD may sometimes herein be collectively referred to as the “Parties” and individually as a “Party.”

**WITNESSETH That;**

**WHEREAS**, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides, “For a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

**WHEREAS**, in the aftermath of Hurricanes Laura, Delta and Ida and Severe Storms, Tornadoes, and Flooding, the United States Congress, through Public Law 117-43 appropriated funds to the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant (“CDBG”) Program for use through the State of Louisiana for disaster recovery; and

**WHEREAS**, the OCD, on behalf of the State of Louisiana, administers the State’s CDBG disaster recovery program (the “CDBG Disaster Recovery Program”), which is subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD; and

**WHEREAS**, in 2020, Hurricanes Laura and Delta and in 2021 Hurricane Ida, Severe Storms, Tornadoes, and Flooding impacted 49 of Louisiana’s 64 parishes causing catastrophic destruction thus compromising the living standards for the residents of the affected parishes and damage to more than 220,000 housing units statewide.

**WHEREAS**, on July 13, 2022, HUD approved Louisiana’s Action Plan for the Utilization of CDBG-DR Funds in Response to the 2020 and 2021 major disaster events (the “Action Plan”). Action Plan Amendment Number 1 was approved by HUD on September 20, 2022 to meet the State-wide long-term Unmet Recovery and Resiliency needs of Louisiana. Amendment Number 1 further details the additional funding for recovery programs, housing programs, infrastructure, and economic revitalization programs which are designed to assist in the repair, rehabilitation of flood-damaged units; new construction to increase available rental units; assistance to pay for a defined period of rental assistance or support services for eligible program applicants adversely impacted by the 2020 and 2021 Severe Storms and Flooding.

**WHEREAS**, The State of Louisiana has been allocated \$2,322,613,000 in CDBG Disaster Recovery funding for restoration of infrastructure and disaster recovery related to the 2020 and 2021 Hurricanes, Laura, Delta and Ida and May 2021 Floods; and

**WHEREAS**, Grantee has the legal authority and responsibility for the rebuilding and recovery of the St. Charles Parish (the “Parish”). Recovery and revitalization and building efforts of Grantee involve projects designed to provide resiliency against future flooding and other disasters; and

**WHEREAS**, OCD, through collaboration with local and community leaders in response to the communities’ rebuilding needs and strengthening of infrastructure, has designed recovery programs, the Hometown Revitalization Program (HRP) and the Resilient Communities Infrastructure Program (RCIP) to support the recovery of impacted communities.

**WHEREAS**, Grantee has applied for, or plans to apply for, assistance from the CDBG Disaster Recovery Program for damages suffered by the Parish as a result of Hurricanes Laura, Delta, Ida and/or May 2021 Floods; and

**WHEREAS**, the actions of the OCD and Grantee will meet the national objective of Low-Moderate Income and will result in a public benefit described in detail in this Agreement not disproportionate to the consideration in this Agreement.

**NOW, THEREFORE**, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1.0 SCOPE OF SERVICES**

**1.1 CONCISE DESCRIPTION OF SERVICES**

To provide resiliency and recovery efforts through infrastructure and economic revitalization in areas impacted by disasters.

## **I. SCOPE OF AGREEMENT**

### **A. Grant Award**

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG Disaster Recovery Programs, shall make available to Grantee disaster recovery funds up to the maximum amount of three million, eight hundred ninety-seven thousand, one hundred eighty and 00/100 dollars (\$3,897,180.00) (the "Grant Funds") for the purpose of funding Recovery Programs (Hometown Revitalization Program and Resilient Communities Infrastructure Program) in St. Charles Parish (the "Program"), as identified in Exhibit A to this agreement.

OCD will monitor expenditure rates and milestones to ensure projects and activities are completed within the required timeframes. If OCD determines a program or subrecipient is under-performing or is noncompliant, OCD may require corrective action and will determine if the program or project is unable to meet the HUD expenditure deadline. OCD will reallocate the CDBG-DR funds to another program or project, as deemed necessary.

The OCD may require this Agreement to be amended to reflect the reallocation of funds to another program. OCD can require the Grantee to return grant funds expended.

### **B. Implementation of Agreement**

Grantee's rights and obligations under this Agreement are as a grant subrecipient as set forth in 24 CFR 570.501. Grantee is responsible for complying with said regulations and for implementing Grantee's responsibilities in the Program in a manner satisfactory to OCD and HUD and consistent with any applicable guidelines and standards that may be required as a condition of OCD's providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto and incorporated herein as Exhibit C) executed by Grantee and made a part hereof. OCD's providing of Grant Funds under this Agreement is specifically conditioned on Grantee's compliance with this provision and all applicable Program and CDBG regulations, federal register notices, guidelines, and standards. Grantee must comply with all requirements of any applicable award letter(s) unless expressly waived in writing by OCD.

In the event that Grantee, in the use of the Grant Funds, has one or more sub-recipients, Grantee is responsible for ensuring that the sub-recipient's policies and Program documents are compliant with all laws, regulations, executive orders and other requirements that apply to the use of the Grant Funds made available through this Agreement.

## C. Goals and Objectives

Goals: The goal of the Program is to meet short-and long-term recovery needs of the households and communities impacted by the disasters of 2020 and 2021.

Objectives: The objective of the Program is to 1) provide disaster resilience by enhancing infrastructure and improving mitigation efforts and/or 2) implement economic revitalization programs to build more resilient communities.

## D. The Program

### The Recovery Proposal

Grantee shall submit the Recovery Proposal to justify the recovery needs to be met through the proposed program. The proposal shall provide a clear understanding of the disaster impact on the community and how the projects to be implemented under the Hometown Revitalization Program and Resilient Communities Infrastructure Program address identified impacts. The Recovery Proposal must be received by OCD, through the online IGX System, three (3) months from the date the Cooperative Endeavor Agreement (CEA) is executed by OCD. See the Program Policy and Procedures Manual at [Restore Louisiana | Other Recovery Programs \(la.gov\)](#).

After OCD reviews and approves the Recovery Proposal, the grantee is required to submit an application form for each proposed project.

### The Application

Grantee shall submit to the OCD for approval an application for each project funded through the OCD online IGX System. The application shall address infrastructure and/or economic recovery and revitalization needs of the Parish and at a minimum include 1) detailed description of the project, 2) activity beneficiary data, 3) tie to the disaster (for Hometown Revitalization Program), 4) tie to local disaster recovery plans, mitigation plans, and adopted land-use plans, 5) documentation that proposed activities are CDBG-DR eligible; 6) cost estimate, 7) maps, 8) time schedule and 9) mapping of target area as outlined in the Policy and Procedures Manual. The application must comply with all requirements of the Disaster Recovery Program as set forth in the Action Plan and all current, pending and future applicable Action Plan Amendment(s) available at [Action Plans - Louisiana Division of Administration](#).

The OCD shall make an approval determination of the application pursuant to current OCD program guidelines (herein "OCD policy") HUD guidelines and regulations, and other applicable state and federal laws and regulations. The Grantee will be notified of the application approval via an IGX system email notification.

## **The Application Process for Individual Projects under the Recovery Program**

Upon approval by the OCD of the Recovery Proposal, Grantee shall submit to the OCD for approval, project applications for each project funded (individually the "Project Application"). The Project Application selections and priorities for the Recovery Program funding must include 1) a tie to the storm event (for Hometown Revitalization Program), 2) location in MID areas, 3) benefit to low-income area populations within a delineated service area, 4) disadvantaged communities that were economically distressed prior to the storm events, 5) an eligible activity; 6) an agenda to host a citizen participation meeting, and 7) activity can be completed within funding timeline as outlined in the Policy and Procedures Manual at [Restore Louisiana | Other Recovery Programs \(la.gov\)](#). The OCD shall, at its sole discretion, make approval determinations of individual Project Applications pursuant to current OCD policy and CDBG and HUD guidelines and regulations. The Grantee will be notified of the application approval via an IGX system email notification.

### **Implementation of the Program**

The project schedule and budget accepted in writing by the OCD for each project and/or activity shall be final and may be changed only with the written consent of the OCD. Compliance and cooperation by Grantee with the monitoring requirements for all projects and/or activities mandated by the OCD shall also be deemed a requirement of this Agreement.

#### **1. Statement of Work**

See Exhibit A, attached hereto and made a part hereof.

#### **2. Budget**

The "Budget" is given in Exhibit B, attached hereto and made a part hereof.

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations result in exceeding the total amount of the Grant Funds available under the Agreement.

If applicable, all other sources of funding/financing of the project, if any, must be firmly committed to the project before the CDBG funds will become available and supporting documentation for the full project funding must be submitted within (12) twelve months of the execution of this agreement.

**3. Eligible Expenses**

Grantee shall receive and use Grant Funds for Eligible Expenses, as defined herein. "Eligible Expenses" for Grant Funds under this Agreement include those applied to eligible activities, as defined in the OCD's current, pending and future applicable Action Plan and Action Plan Amendment(s) (refer [https://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](https://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx), that are recovery-related, when approved by the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the OCD, are part of the Program and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein.

**4. Citizen Participation Requirements**

Grantee shall comply with all HUD and OCD citizen participation requirements and the citizen participation requirements set forth in the Action Plan and all current, pending and future applicable Action Plan Amendment(s) (refer to [https://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](https://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx)).

**5. Building Code Standards**

Grantee shall adopt and/or implement the statewide building code standards in accordance with Act 12 of the 2005 1<sup>st</sup> Extraordinary Session of the Louisiana Legislature including any later revisions to the relevant statutes.

**6. Mitigation Plan**

Where construction is involved the Grantee is responsible for ensuring that the Program and all projects implemented therein considers and/or proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

**7. Assurances**

Grantee shall be responsible for implementing the Program activities in compliance with all state and federal laws and regulations and all Program requirements, as now in effect and as may be amended from time to time. It shall be Grantee's responsibility to ensure that Grantee or any entity instituting programs in conjunction with this Agreement under the supervision of Grantee require that all of its contractors, and all tiers of their subcontractors, all sub recipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and all Program requirements as now in effect and as may be amended from time to time, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee



has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto as Exhibit C, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

As between the Parties to this Agreement, Grantee, as the Project administrator, bears sole responsibility for implementing such Project efforts. Grantee shall be responsible for implementation of all infrastructure improvements in compliance with any applicable federal procurement laws and regulations and CDBG requirements.

#### **8. Cooperation with HUD and the OCD**

Grantee hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Disaster Recovery Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The OCD's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Grantee agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the OCD regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the OCD. Failure to complete the Project described in the Statement of Work may constitute a basis for disallowance of costs.

#### **E. Contract Monitor/Performance Measures**

The contract monitor for OCD on this Agreement is the Executive Director of OCD, or designee. The performance measures for this Agreement shall include the successful performance and completion of Grantee's obligations as provided in this Agreement and any attachments, as well as all guidelines for the Program. Grantee shall submit to OCD, on a schedule and dates to be provided by OCD, but not less than every six (6) months, a report of Project progress and beneficiary data in an acceptable format approved by OCD. Grantee is responsible for maintaining project files and support documentation for the information contained in the reports.

Grantee shall also comply with the provisions of 2 CFR 200 with regard to the monitoring and reporting of Program performance and shall be responsible for providing OCD with any additional project progress and beneficiary data as required by federal and state law. It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Reporting requirements may require Grantee to obtain data from third parties (i.e. persons that receive Grant Funds or other beneficiaries of the Program(s), including sub-recipients, and/or borrowers funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this Agreement). It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data. Grantee will cooperate with OCD regarding Program oversight and evaluation. The Monitoring Plan to be used by Grantee, must satisfy CDBG program requirements and must be acceptable to OCD.

**F. Deliverables (Due Dates to be agreed upon by the Parties)**

Monthly progress reports including, but not limited to:

- Cost/Financial reports
- The events and activities funded by this Program

OCD may require additional and/or more frequently provided information from Grantee if that is determined by OCD to be required.

**G. Duplication of Benefits**

In the event that alternate sources are or become available to Grantee for funding which the OCD is providing under this Agreement, including but not limited to insurance proceeds, FEMA funding of costs covered under this Agreement, or other sources, Grantee agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the OCD for the funding under this Agreement.

If funding from alternate sources becomes available to Grantee which the OCD agrees applies to both Eligible Expenses and expenses that are not eligible under this Agreement, Grantee may apply such funds first, to expenses that are not eligible under this Agreement, and second, to Eligible Expenses that are in excess of amounts paid under this Agreement.

**II. PAYMENT PROCESS**

- A.** Grantee shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the Executive Director of OCD, or designee, for approval.

Payment to Grantee will be made on a cost reimbursement basis for actual services rendered under the Program and limited to those amounts which are deemed

eligible and reasonable. Grantee shall be required by the OCD to submit with each draw request documentation regarding each service for which reimbursement is being sought.

Following review and approval of the draw requests by the Executive Director of OCD, or designee, approved draw requests shall be submitted to OCD Finance Manager, or her designee, for approval of payment. Draw requests not approved by the Executive Director of OCD or the OCD Finance Manager, or their respective designees, shall not be paid, but returned to Grantee for further processing.

- B. Upon approval of payment by the OCD as provided for above, payment of Eligible Expenses shall be provided to Grantee via electronic funds transfer.
- C. Grant Funds shall not be drawn in advance.
- D. If an award letter has been issued regarding Grant Funds, only costs consistent with the terms of the award letter will be allowed, unless expressly waived in writing by OCD.
- E. Eligible travel costs shall be reimbursed in accordance with PPM49 in effect at the time the expense was incurred, if provided for in the Budget.
- F. In the event of non-compliance with this Agreement, the OCD may withhold payment to the Grantee until OCD deems the Grantee has brought the Program within compliance. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under this Agreement.

### **III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT**

#### **A. Term of Agreement**

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence November 15, 2022 and terminate November 14, 2027 unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

It is expressly understood that projects or services commenced and/or completed prior to the beginning date of this Agreement are eligible for funding if allowed under the terms of this Agreement and applicable HUD regulations and guidelines.

#### **B. Termination/Suspension for Cause**

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Grantee materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Grantee to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Grantee of reports to the OCD, HUD, or either of their auditors, reports that are incorrect or incomplete in any material respect, provided Grantee is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Grantee shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

**C. Termination for Convenience**

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Grantee. Grantee shall be entitled to payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

**D. Termination Due to Unavailable Funding**

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Grantee shall be paid for all authorized services properly performed prior to termination.

**E. Obligations Governing Use of CDBG Funds Survive Termination**

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish Grantee's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Agreement and/or terminate any of Grantee's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to Grantee in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of

grants or loans issued by Grantee under this Agreement; (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Agreement. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Agreement (i.e. indemnification, etc.).

**F. Payment Upon Termination**

Except as in the event of termination or suspension for cause, Grantee shall be entitled to payment on invoices submitted to the OCD no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed during the term of the Agreement and otherwise reimbursable under the terms of this Agreement.

**IV. ADMINISTRATIVE REQUIREMENTS**

**A. General Administrative Requirements**

Grantee shall comply with 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards”, as modified by 24 CFR 570.502(a), “Applicability of uniform administrative requirements.”

**B. Financial Management**

Grantee shall administer its Project in conformance with 2 CFR 200. Grantee also agrees to adhere to the accounting principles and procedures required therein, utilize and create adequate internal controls, and maintain necessary source documentation for all costs incurred. These principles and procedures shall be applied for all costs incurred.

**C. Documentation and Record-Keeping**

**1. Records to be Maintained**

Grantee shall maintain all records required by 24 CFR 570.506, “Records to be maintained,” that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity taken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 2 CFR 200 and 24 CFR 570.506(h);
- g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD to assure proper accounting for all project funds; and
- h. Other records necessary to document compliance with 24 CFR 570.604, regarding environmental requirements.

**2. Retention of Records**

Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of OCD's federal grant providing the Grant Funds. Grantee will be notified of that closeout date by OCD.

**3. Access to Records**

The OCD, the Division of Administration ("DOA"), the State Legislative Auditor, federal auditors, State Inspector General, HUD, the Comptroller General of the United States, the Office of Inspector General, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Grantee shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Costs incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement.

**4. Close-outs**

Grantee's obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509, "Grant closeout procedures," are completed. The terms of this Agreement shall remain in effect during any period that Grantee has control over CDBG funds, including program income.

**5. Audits & Inspections**

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, federal auditors, State Inspector General, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Grantee and/or its contractors and sub-recipients that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Grantee, contractor or sub-recipient, as appropriate, with reasonable advance notice. Grantee and its contractors and sub-recipients shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Grantee, contractor and/or sub-recipient, as appropriate.

Failure of Grantee and/or its contractors and sub-recipients to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Grantee and its contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Grantee and its contractor's audits, and 2 CFR 200.

A quasi-public agency or body as defined in LA R.S. 24:513A(1)(b) shall comply with the provisions of LA R.S. 24:513.H(2)(a) by designating an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

**D. Procurement**

Grantee shall comply with the current OCD policy and the requirements of 2 CFR 200 regarding procurement. This requirement is in addition to whatever state and local laws may apply to procurement by Grantee. It is agreed by the Parties that notwithstanding any specialized procurement rules which may apply under state law to Grantee, Grantee shall, for the purposes of expenditures to be paid or reimbursed

under this Agreement, comply with all applicable federal and state procurement statutes and regulations.

## V. HUD/CDBG COMPLIANCE PROVISIONS

### A. General Compliance

The Grantee will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>. These include, but are not limited, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and Grantee shall consent to, the amendment of this Agreement to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this Agreement, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Agreement.

Grantee agrees to comply with the requirements of Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), except that (1) Grantee does not assume the OCD's environmental responsibilities described in 24 CFR 570.604 and (2) Grantee does not assume the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Grantee shall comply with and shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5);
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);
5. Compliance with applicable uniform administrative requirements



described in 24 CFR 570.502; and

6. Certification by Grantee's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424, and
7. Compliance with "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities", described in 24 CFR part 58.

Grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

**B. Discrimination and Compliance Provisions**

Grantee and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

**C. Covenant Against Contingent Fees and Conflicts of Interest and Louisiana Code of Government Ethics**

Grantee shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of

this warranty, the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Grantee, or agents, consultant, member of the governing body of Grantee or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, the Project or in any activity or benefit, which is part of this Agreement.

Grantee shall also comply with the current Louisiana Code of Governmental Ethics as applicable. Grantee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to

Grantee in the performance of services called for in this Agreement. Grantee agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

**D. Section 3 Compliance in Employment and Training**

The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

**E. Program Income**

**1. Recording Program Income**

Grantee shall submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

**2. Remittance of Program Income**

All program income shall be remitted to the OCD.

**F. Use and Reversion of Assets**

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. Grantee shall transfer to the OCD any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Subsequent to meeting the national objective requirement and completion of the eligible activity, immovable property under Grantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after either the closeout of the individual projects associated with the particular immovable property or the expiration of this Agreement, whichever occurs first (or such longer period as the OCD deems appropriate). If OCD consents to a change of use of use of the property other than for which the CDBG funds were expended, grantee must comply with the requirements of 24 CFR 570.505. If Grantee fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Grantee shall pay to the OCD an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Grantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period, described above, or such longer period as the OCD deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Grantee after compensating the OCD an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If Grantee is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Grantee shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property, within the timeframe mandated by any applicable award letter or within any timeframe established by OCD before or during this Agreement. Grantee shall submit the terms of such interest to OCD to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property acknowledging and consenting to the

use restrictions required by 24 CFR 570.505 and as contained in this Agreement and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Grantee to a third party, Grantee shall contractually insure that the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

## **VI. GENERAL CONDITIONS**

### **A. "Independent Contractor"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The OCD shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Grantee is an independent contractor.

### **B. Hold Harmless/Indemnity Contractors/Subcontractors**

Grantee shall hold harmless, defend and indemnify the OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

To the extent that Grantee is permitted to and utilizes the services of any third parties in performance of Grantee's duties and obligations under this Agreement, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold Grantee and OCD harmless, defend and indemnify OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor's and/or subcontractor's performance or nonperformance of services.

### **C. Workers' Compensation**

Grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, unless exempt by law.

### **D. Insurance & Bonding**

Unless expressly waived in writing by OCD, the Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond, or equivalent insurance acceptable to the OCD, covering all employees in an amount equal to cash advances from the OCD.

**E. OCD Recognition**

Grantee shall insure recognition of the role of the OCD and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**F. Public Communications**

OCD and Grantee shall coordinate all public communications regarding activities within the Project funded under this Agreement.

**G. Amendments**

The OCD or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the OCD and the Office of State Procurement and/or the Louisiana Commissioner of Administration. Amendments hereto shall not invalidate this Agreement, nor relieve or release the OCD or Grantee from its obligations under this Agreement.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Grantee to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause.

**H. No Assignment**

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

**I. Severability**

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

**J. Entire Agreement**

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

**K. No Authorship Presumptions**

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

**L. Applicable Law, Venue and Controversies**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Agreement. Any claim or controversy arising out of this Agreement shall be resolved under the process set forth in La. Revised State 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**M. Delay or Omission**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

**N. Contract Approvals**

Neither party shall be obligated under this Agreement until the approval of this Agreement by the State of Louisiana Office of State Procurement-Professional Contracts and/or the Commissioner of Administration.

**O. Taxes**

Grantee is responsible for payment of all applicable taxes from the funds to be received under this Agreement. Agency's Federal Tax Identification Number is 72-6001208.

**P. Notices**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

**To the OCD:**

Executive Director  
State of Louisiana Division of Administration  
Office of Community Development  
P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095  
Office: 225-219-9600  
Facsimile: 225-219-9605

**To the Grantee:**

Matthew Jewell  
Parish President  
St. Charles Parish  
PO Box 302  
Hahnville, LA 70057  
[cchiasson@stcharlesgov.net](mailto:cchiasson@stcharlesgov.net)  
Office: 985-783-5165

**Q. No Third Party Beneficiary**

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

**R. Prohibited Activity**

Grantee shall be prohibited from using, and shall be responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the Project for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

**S. Safety**

Grantee shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR Parts 1925 and 1926, shall be observed and Grantee shall take or cause to be taken such additional safety and health measures as Grantee may determine to be reasonably necessary.

**T. Fund Use**

Grantee agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Grantee and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of



Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Grantee and each of its sub-contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**U. Subcontractors**

Grantee may, with prior written permission from the OCD, enter into subcontracts with third parties ("Subcontractors") for the performance of any part of Grantee's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Grantee to the OCD for any breach in the performance of Grantee's duties. Subcontractors' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the OCD shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor.

Subcontracts shall not include language which restricts the Grantee's obligation to pay for services performed or materials provided under a subcontract to when the Grantee has been paid under this Agreement, except for circumstances where the reason for the lack of payment to the Grantee is due to deficient performance or lack of performance by the particular subcontractor from which the Grantee seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Grantee shall not enforce such language.

**V. Copyright**

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Grantee for copyright purposes. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to the OCD.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Cost incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Grantee prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Grantee.

The OCD will provide specific project information to Grantee necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to Grantee by the OCD shall remain the property of the OCD and shall be returned by Grantee to the OCD, upon request, at termination, expiration or suspension of this Agreement.

**W. Drug Free Workplace Compliance**

Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, in any contracts executed by and between Grantee and any third parties funded using Grant Funds under this Agreement there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended.

**X. Provision Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the applicable of either Party the contract shall forthwith be amended to make such insertion or correction.

(Balance of this page left blank intentionally.)

THUS DONE AND SIGNED on the date(s) noted below but effective as of the date given above:

**STATE OF LOUISIANA, OFFICE OF COMMUNITY DEVELOPMENT**

Signed: \_\_\_\_\_

\_\_\_\_\_ Date

Name: Patrick Forbes

Title: Executive Director

**STATE OF LOUISIANA, DIVISION OF ADMINISTRATION**

Signed: \_\_\_\_\_

\_\_\_\_\_ Date

Name: Desireé Honoré Thomas

Title: Assistant Commissioner

**ST. CHARLES PARISH**

Signed: Matthew Jewell

06-6-23  
Date

Name: Matthew Jewell

Title: Parish President

St. Charles Parish HRP and RCIP CEA  
Ida, May Recovery Programs

**EXHIBIT A**  
**STATEMENT OF WORK**

The Hometown Revitalization Program and Resilient Communities Infrastructure Program grantees will develop projects that provide resiliency and recovery efforts through infrastructure and economic revitalization in areas impacted by the disasters.

Upon approval of an application, the grantee must provide a project schedule for OCD approval. Failure to comply with the project schedule can result in corrective action or rescission of the award as referenced in Section I (A) above.

**The Timeline**

The projected timeline for projects funded under HRP and RCIP is as follows:

- **Submission of the Recovery Proposal to OCD:**  
Three (3) months from the date the Cooperative Endeavor Agreement (CEA) is executed.
  - **Submission of Project Applications to OCD:**  
Three (3) months from the date the Recovery Proposal is approved.
  - **Submission of each Project-Specific Environmental Review Record:**  
Six (6) months from the date the Project Application is approved.
  - **Submission of Final Project Plans, Specifications, and Cost Estimate (if required):**  
Six (6) months from the date the Project Application is approved.
- Projects that fail to meet the established timeline (including extensions, if any) are subject to cancellation, and/or repayment and reallocation of funds.

**EXHIBIT B  
BUDGET**

**St. Charles Parish - (Ida/May Storms)**

|   |                        |
|---|------------------------|
| <b>Hometown Revitalization Program</b>              |                        |
| Direct Project Costs                                | \$ 1,979,083.05        |
| Activity Delivery Costs                             | <u>\$ 349,249.95</u>   |
|   | \$ 2,328,333.00        |
| <br>  |                        |
| <b>Resilient Communities Infrastructure Program</b> |                        |
| Direct Project Costs                                | \$ 1,333,519.95        |
| Activity Delivery Costs                             | <u>\$ 235,327.05</u>   |
|   | \$ 1,568,847.00        |
| <br>  |                        |
| <b>Total</b>  | <b>\$ 3,897,180.00</b> |

Eligible expenses include:

1. Salaries and benefits
2. Third-party contractors to support program activities; such activities must be procured in accordance with 2 CFR 200.318 General Procurement Requirements and any additional applicable federal, state or local requirements.
3. Purchasing or leasing of movable equipment.
4. Costs associated with training staff. Eligible training costs are limited to salaries and benefits, workshop, seminar and other types of conference fees, professional certification and membership fees, materials and supplies, and travel, subject to PPM49.
5. Operational costs.

It is intended that the performance of the work under this Agreement, with the exception of the professional services listed above, shall be provided directly by Agency staff, rather than through third parties. Should Agency desire the use of third party contract support, such support must be approved in writing by OCD in advance. OCD will either require a pre-proposal cost analysis of the third party support or alternatively provide such analysis to the Agency. OCD approval is required for contracts which are inconsistent with the pre-proposal cost analysis. Agency is responsible for properly procuring any third party support in compliance with the OCD and federal requirements. Failure to comply with OCD or federal requirements may render the associated expenses ineligible for reimbursement and/or require repayment from the Agency. Agency must submit a quarterly monitoring report and request for reimbursement of eligible costs incurred for reimbursement.

The Parties may agree, in writing, to a revision of the Budget or reallocation of funds between categories with the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations exceed the total allocation under the Agreement.

St. Charles Parish HRP and RCIP CEA  
Ida, May Recovery Programs

## EXHIBIT C

### GRANTEE STATEMENT OF ASSURANCES AND CERTIFICATIONS

This Applicant/Grantee/Subrecipient hereby assures and certifies that:

1. It will comply with all applicable provisions contained in 78 F.R. 43, 78 F.R. 76, and 78 F.R. 103, and any future applicable Federal Register Notices (collectively the "Notice").
2. It possesses legal authority to apply for a Community Development Block Grant ("CDBG") and to execute the proposed CDBG program, in accordance with applicable HUD regulations and the Notice.
3. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Subrecipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.  

Grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).
4. Its chief executive officer, or other officer or representative of Applicant/Grantee/Subrecipient approved by the State:
  - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
  - b. Is authorized and consents, on behalf of the Applicant/Grantee/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient's responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to the following activities, as necessary for establishing eligibility under the applicable funding source, (1) activities that will benefit low and moderate income families, (2) activities that aid in the prevention or elimination of slums or blight, (3) activities that meet other community development needs having a particular urgency, or (4) activities that address the current and future risks identified in the Applicant/Grantee/Subrecipient's Mitigation Needs Assessment as defined in 84 FR 45838 (August 30, 2019).

6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).
7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Subrecipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will comply with:
  - a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Subrecipient, this assurance shall obligate the Applicant/Grantee/Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
  - b. Section 104 (b) (2) of Title I of the Housing and Community Development Act of 1974 (HCDA, 42 U.S.C. §5304.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Section 804 of Title VIII of the Civil Rights Act of 1968 (FHA 42 U.S.C. 3604) further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.

- c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.
  - d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
  - e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
  - f. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.
11. The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.



12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
- a. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.
  - b. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
  - c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
  - d. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
  - e. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
  - f. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of

Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.

- g. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
  14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
  15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
  16. It will ensure that the facilities under Applicant/Grantee/Subrecipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
  17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(h) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304).
  18. It will comply with the National Historic Preservation Act of 1966 (Title 54 of the United States Code.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (Title 54 of the United States Code), as amended, by:
    - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
    - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
  19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

In accordance with the Notice, it will not attempt to recover any capital costs of public improvements assisted with Grant Funds, by assessing any amount against properties owned and occupied by persons of low and moderate incomes, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a)

disaster recover grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a)

20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government and that it is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).  
No person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest or benefit from any CDBG-DR project or program.
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code and all applicable locally adopted building codes, standards, and ordinances.
25. In relation to labor standards, it will comply with:
  - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
  - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
  - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.).
  - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty,

insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.

It will comply with all applicable flood insurance requirements contained in the Notice, which includes, but not limited to, compliance with 42 USCA § 4012a and 42 USCA § 5154a. Grantee, its recipients, and its sub-recipients must implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, including purchase and notification requirements described in the herein referenced federal statutes, prior to providing assistance. HUD does not prohibit the use of CDBG-DR funds for existing residential buildings in the Special Flood Hazard Area (SFHA) or “100-year” floodplain. However, Federal laws and regulations related to both flood insurance and floodplain management must be followed, as applicable. With respect to flood insurance, a HUD-assisted homeowner for a property located in a SFHA must obtain and maintain flood insurance in the amount and duration prescribed by FEMA’s National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C.A § 4012a) mandates the purchase of flood insurance protection for any HUD-assisted property within the SFHA.

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.

31. In relation to water quality, it will comply with:
  - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and
  - b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).
33. With regard to wildlife, it will comply with:
  - a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
  - b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

*Balance of page left blank intentionally.*

Sign on next page.

Signing these assurances means that Applicant/Grantee/Sub recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Sub recipient funds to correct deficiencies.

**Grantee**

By: \_\_\_\_\_

Title: \_\_\_\_\_

St. Charles Parish Government HRP and RCIP CEA  
Ida, May Recovery Programs

2023-0120

RESOLUTION NO. 6701

A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2023 through June 2024.

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

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

SECTION I. That the Parish Council hereby appoints

St. Charles Herald - Guide

P.O. Box 1199, Boutte, LA 70039

as the Official Journal for the period of June 2023 through June 2024.

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

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

NAYS: NONE

ABSENT: BILLINGS

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

OFFICIAL JOURNAL APPT.

ACTING CHAIRMAN:

[Signature]

SECRETARY:

Michelle Spantato

DLVD/PARISH PRESIDENT:

June 6, 2023

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

Matt Jewell

RETD/SECRETARY:

June 6, 2023

AT: 11:30am

RECD BY:

[Signature]