



St. Charles Parish

Meeting Agenda

Parish Council

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

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

Monday, December 4, 2023

6:00 PM

Council Chambers, Courthouse

Final

CALL TO ORDER

PRAYER / PLEDGE

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

APPROVAL OF MINUTES

Regular Meeting – November 20, 2023

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

- 1 [2023-0329](#) In Recognition: Kolby Alan Torres, Eagle Scout
Sponsors: Mr. Fisher
Attachments: [2023-0329 Eagle Scout letter to Parish](#)
 [2023-0329 Kolby Alan Torres](#)

- 2 [2023-0330](#) In Recognition: Kyle Anthony Torres, Eagle Scout
Sponsors: Mr. Gibbs
Attachments: [2023-0330 Eagle Scout letter to Parish](#)
 [2023-0330 Kyle Anthony Torres](#)

- 3 [2023-0331](#) In Recognition: William Warren Degenhart, Jr., Eagle Scout
Sponsors: Ms. Clulee
Attachments: [2023-0331 Eagle Scout letter to Parish](#)
 [2023-0331 William Warren Degenhart, Jr.](#)

- 4 [2023-0332](#) Proclamation: Christmas Celebration
Sponsors: Ms. Clulee
Attachments: [Christmas Celebration](#)

- 5 [2023-0333](#) Proclamation: Toy and Gift Fund Week

Sponsors: Mr. Jewell

Attachments: [Toy and Gift Fund Week](#)

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- [2023-0334](#) Contract Monitor

Attachments: [2023-0334 Contract Monitoring Report](#)

- [2023-0335](#) Parish President Remarks/Report

Sponsors: Mr. Jewell

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, December 18, 2023, 6:00 pm, Council Chambers, Courthouse, Hahnville

- 6 [2023-0341](#) An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the St. Charles Parish Memorial Plaza (Parish Project No. CMPK0418), to decrease the contract amount by \$2,158.05 and increase the contract time by 409 days.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Attachments: [2023-0341 Memorial Plaza Change Order](#)

PLANNING AND ZONING PETITIONS

- 10 [2023-0314](#) An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to M-2 on approximately 317 acres across portions of Lots B-1, "A", and Parcels H-3 and L-3, Killona as requested by Louis G. Authement and Harry R. Coleman, III for 3C Riverside Properties, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Attachments: [2023-0314 RECOMMENDATIONS AT A GLANCE](#)

[2023-0314 Minutes](#)

[2023-0314 Staff Report](#)

[2023-0314 Survey \(B-1\)](#)

[2023-0314 Survey \(L3, H3\)](#)

[2023-0314 AERIAL](#)

[2023-0314 ZONING](#)

[2023-0314 FLUM](#)

[2023-0314 Application Page 1](#)

Legislative History

10/2/23	Department of Planning & Zoning	Received/Assigned PH
11/2/23	Department of Planning & Zoning	Recommended Denial to the Planning Commission
11/2/23	Planning Commission	Recommended Approval to the Parish Council
11/20/23	Parish President	Introduced
11/20/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

- 26** [2023-0302](#) An ordinance approving and authorizing the exchange of property located at the Bayou Gauche Park with the Bayou Gauche Fire Department.

Sponsors: Mr. Jewell and Department of Legal Services

Attachments: [2023-0302 2023 10 17 Act of Exchange](#)
[2023-0302 2023 10 17 Portions Swapped Sketch](#)
[2023-0302 2023 08 31 Resubdivision Survey](#)

Legislative History

11/6/23	Parish President	Introduced
11/6/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 31** [2023-0318](#) An ordinance to rescind Ordinance No. 90-12-16, which approved and authorized the adjustment of the annual compensation of the Parish President of St. Charles Parish, and Ordinance No. 98-11-1, which approved and authorized the adjustment of the annual compensation of the members of the St. Charles Parish Council effective January 10, 2000.

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

Legislative History

11/20/23	Council Member(s)	Introduced
11/20/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 32** [2023-0319](#) An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 22-4-2 which approved a Professional Services Agreement with Stuart Consulting Group, Inc., for the Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$171,763.00.

Sponsors: Mr. Jewell and Department of Public Works

Attachments: [2023-0319 190505 - Amendment No. 1 - Edits](#)
[2023-0319 Attachment C-1](#)
[2023-0319 2023-10-05 Corp Resolution Contracts](#)

Legislative History

11/20/23	Parish President	Introduced
11/20/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 39** [2023-0323](#) An ordinance approving and authorizing the execution of a Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for the Crescent Engineering Boundary Surveys Master Contract (Project No. P231101), in the not to exceed amount of \$150,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Attachments: [2023-0323 Crescent Engineering Boundary Surveys Professional Services Con](#)
[2023-0323 P231101 Attachment C-1](#)
[2023-0323 Crescent Engineering Corporate Resolution](#)

Legislative History

11/20/23	Parish President	Introduced
11/20/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 56** [2023-0324](#) An ordinance approving and authorizing the execution of an Agreement for Adjudicated and/or Land Banked Property Sale Services with Archon Information Systems, L.L.C. d/b/a Civic Source to provide marketing services and to conduct multi-property real estate auctions of adjudicated properties.

Sponsors: Mr. Jewell and Department of Legal Services

Attachments: [2023-0324 St. Charles Parish-CivicSource Professional Service Agreement 11.](#)

Legislative History

11/20/23	Parish President	Introduced
11/20/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 59 [2023-0325](#) An ordinance approving and authorizing the execution of Change Order No. 1 and Final for the Ama Drainage Improvements Rebid, Project No. P150801-2, to increase the contract amount by \$80,971.85 and increase the contract time by 218 calendar days.

Sponsors: Mr. Jewell and Department of Public Works

Attachments: [2023-0325 Change Order with exhibits](#)
[2023-0325 Certificate of Final Acceptance](#)

Legislative History

11/20/23	Parish President	Introduced
11/20/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 77 [2023-0326](#) An ordinance approving and authorizing the execution of a Cooperative Endeavor Agreement between Bunge Chevron AG Renewables, LLC and St. Charles Parish relative to the design, development, construction, expansion and/or extension of Noel Street from Lorraine Street to Jonathan Street (the "Project").

Sponsors: Mr. Jewell and Department of Planning & Zoning

Attachments: [2023-0326 Cooperative Endeavor Agreement 11.20.23.2](#)

Legislative History

11/20/23	Parish President	Introduced
11/20/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 88 [2023-0327](#) An ordinance approving and authorizing the execution of a Cancellation of Lease and an Act of Conveyance of a certain piece of property with Hospital Service District No. 1 of the Parish of St. Charles, State of Louisiana, for the improvements located thereon at 145 Angus Drive in Luling, Louisiana.

Sponsors: Mr. Jewell and Department of Legal Services

Attachments: [2023-0327 145 Angus Drive Resolution 10-25-23](#)
[2023-0327 Act of Cancellation -A. J. Melancon Senior Center](#)
[2023-0327 Act of Conveyance -A. J. Melancon Senior Center](#)
[2023-0327 Hospital Resolution](#)

Legislative History

11/20/23	Parish President	Introduced
11/20/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 94** [2023-0328](#) An ordinance to revoke and abandon Modoc Street, and portions of Jonathan Street, Pelican Street, Amie Street, and Jean Street, Destrehan Park and Gabriel Heights Subdivisions, as shown on the map by Michael P. Blanchard, PLS, signed and dated October 24, 2023.

Sponsors: Mr. Jewell and Department of Planning & Zoning

- Attachments:** [2023-0328 Act of Revocation 11.20.23](#)
[2023-0328 Minutes](#)
[2023-0328 Staff Report](#)
[2023-0328 21-588 R7A signed 10-24-2023](#)
[2023-0328 21-588 road revocation signed 10-24-2023](#)
[2023-0328 AERIAL](#)
[2023-0328 ZONING](#)
[2023-0328 FLUM](#)
[RESPONSE MEMO DPW](#)
[RESPONSE MEMO_DWW](#)
[RESPONSE MEMO WW \(1\)](#)
[RESPONSE MEMO_WW \(2\)](#)

Legislative History

10/3/23	Department of Planning & Zoning	Received/Assigned PH
11/2/23	Planning Commission	Recommended Approval to the Parish Council
11/20/23	Parish President	Introduced
11/20/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

- 126** [2023-0321](#) A resolution in support of Councilman Bob Fisher for At Large Member on the Executive Board of the Police Jury Association of Louisiana.

Sponsors: Ms. Fisher-Cormier and Ms. Clulee

Legislative History

11/20/23	Council Member(s)	Introduced
11/20/23	Parish Council	Tabled.
	Reported:	
	Councilwoman Fisher-Cormier Recommended:	Approval
	Councilwoman Clulee Recommended:	Approval
	Councilwoman Fisher-Cormier spoke on the matter.	
	Public comment opened;no public comment	
	Council Discussion	
11/20/23	Parish Council	Tabled.

PERSONS TO ADDRESS THE COUNCIL

127 [2023-0342](#) Ms. Reanda Pierre: WAIVER

Attachments: [2023-0342 R. Pierre Petition and Attachments](#)

APPOINTMENTS

143 [2023-0336](#) Accept resignation of Ms. Michele deBruler - St. Charles Parish Planning & Zoning Commission District VII Representative

Attachments: [2023-0336 Resignation deBruler 11.16.2023](#)

Legislative History

6/20/22	Parish Council	Enacted Legislation
	Ms. Michele deBruler appointed to the St. Charles Parish Planning & Zoning Commission on June 20, 2022, per Resolution No. 6645	
	Term: June 20, 2022 - May 31, 2026	
11/16/23	Board Member	Resigned
	On November 16, 2023, correspondence received from Ms. Michele deBruler, dated November 16, 2023, notifying the Parish Council of his resignation. Resignation effective November 16, 2023.	

144 [2023-0337](#) A resolution appointing a member to the St. Charles Parish Planning & Zoning Commission as the District VII Representative.

Council Chairman will accept nomination from the District VII Councilmember to fill the vacancy caused by the resignation of the term of Ms. Michele deBruler. Unexpired term to begin immediately and expire May 31, 2026.

Legislative History

6/20/22	Parish Council	Enacted Legislation
	Ms. Michele deBruler appointed to the Planning & Zoning Commission on June 20, 2022, per Resolution No. 6645	
	Term: June 20, 2022 - May 31, 2026	

145 [2023-0339](#) Accept resignation of Mr. Ernest Eusea - St. Charles Parish Board of Adjustment District IV Representative

Attachments: [2023-0339 Resignation Eusea 12.22.2023](#)

Legislative History

11/15/21	Parish Council	Enacted Legislation
	Mr. Ernest Eusea, appointed to the Board of Adjustment as the District IV Representative on November 15, 2021, per Resolution No. 6595	
	Term: December 7, 2021 - December 7, 2025	

146 [2023-0340](#) A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District IV Representative.

Council Chairman will accept nominations from the District IV Councilmember to fill the vacancy caused by the resignation of the term of Mr. Ernest Eusea. Unexpired term to begin December 23, 2023, and expire December 7, 2025.

Legislative History

11/15/21 Parish Council Enacted Legislation
 Mr. Ernest Eusea, appointed to the Board of Adjustment as the District IV Representative on November 15, 2021, per Resolution No. 6595
 Term: December 7, 2021 - December 7, 2025

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.

MEETINGS

LAFOURCHE BASIN LEVEE DISTRICT: Wednesday, 12/6/23, 6PM, Lafourche Basin Levee District Office, 21380 Highway 20, Vacherie
PLANNING & ZONING COMMISSION: Thursday, 12/7/23, 6PM, Council Chambers
COMMUNICATIONS DISTRICT (911): Monday, 12/11/23, 5PM, Council Chambers
CIVIL SERVICE BOARD: Tuesday, 12/12/23, 6:30PM, Council Chambers
COMMUNITY ACTION ADVISORY BOARD: Wednesday, 12/13/23, 5PM, Community Services Office, 14564 Highway 48, New Sarpy
PONTCHARTRAIN LEVEE DISTRICT: Monday, 12/18/23, 6PM, Pontchartrain Levee District Headquarters Complex, 2069 Railroad Avenue, Lutcher
ST. CHARLES PARISH COUNCIL: Monday, 12/18/23, 6PM, Council Chambers

ANNOUNCEMENTS

Christmas Tree Lighting Ceremony: Wednesday, 12/6/23, 5:30PM, Edward A. Dufresne Community Center, Luling

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

147 [2023-0313](#) Adopt 2024 Parish Council Meeting Schedule

Attachments: [2023-0313 Proposed 2024 MEETING SCHEDULE](#)
[2023-0313 Proposed 2024 Color Coded Calendar with Explanation](#)

Legislative History

11/20/23 Parish Council Review

[2023-0338](#) Executive Session: LMB Services, LLC vs. Parish of St. Charles

Sponsors: Mr. Jewell and Department of Legal Services

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.



St. Charles Parish

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Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
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Legislation Details

File #: 2023-0329 **Version:** 1 **Name:** In Recognition: Kolby Alan Torres, Eagle Scout
Type: Proclamation **Status:** Special Business
File created: 12/4/2023 **In control:** Parish Council
On agenda: 12/4/2023 **Final action:**
Enactment date: **Yes**
Title: In Recognition: Kolby Alan Torres, Eagle Scout
Sponsors: Bob Fisher
Indexes:
Code sections:
Attachments: [2023-0329 Eagle Scout letter to Parish](#)
[2023-0329 Kolby Alan Torres](#)

Date	Ver.	Action By	Action	Result
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**Boy Scouts of America
Troop 317
1905 Ormond Blvd.
Destrehan, LA 70047**

November 21, 2023

Council Secretary Michelle Impastato
15046 River Road
Hahnville, LA 70058

Dear Secretary Impastato,

The Scouts, Leaders and Members of the Committee of Boy Scout Troop 317 take great pleasure in announcing the following:

Having completed the requirements for, and having been examined by an Eagle Scout Board of Review, each of the following Scouts was found worthy of the rank of Eagle Scout:

- **Kolby Torres**
- **Kyle Torres**
- **William Degenhart**

We would appreciate a letter or certificate for each of them, acknowledging his achievement, along with any other item you wish to be presented to him during the ceremony. We are preparing drafts of the St. Charles Parish Eagle Scout Parchment, which your office has so kindly provided to us. These will be transmitted to your office no later than the morning of November 27, 2023, in preparation for the Parish Council meeting of December 4, 2023.

Thank you for taking time from your extremely busy schedule to help this community recognize the achievements and service of these three Eagle Scouts.

Sincerely yours,

Troy L. Carter III
Unit Commissioner

The Parish of St. Charles

December 4, 2023

IN RECOGNITION

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

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

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

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

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

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

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

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

KOLBY ALAN TORRES

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

Matthew Jewell

MATTHEW JEWELL
PARISH PRESIDENT

Beth A. Billings

BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A

Holly Fonseca

HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B

La Sandra Darenbourg Gordon

LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I

Mary K. Clulee

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COUNCILWOMAN, DISTRICT II

Dick Gibbs

DICK GIBBS
COUNCILMAN, DISTRICT III

Nicky Dufrene

NICKY DUFRENE
COUNCILMAN, DISTRICT IV

Marilyn B. Bellock

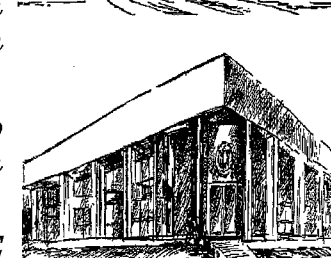
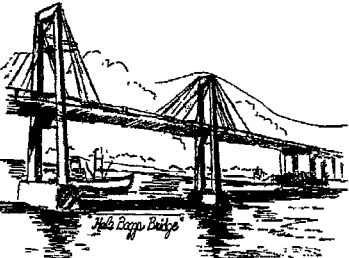
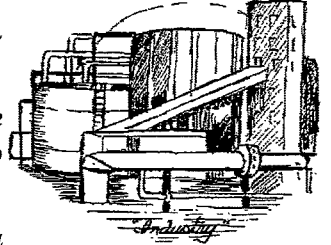
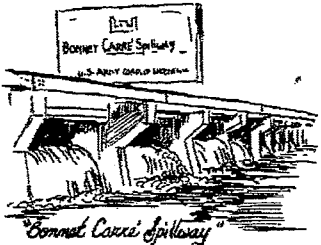
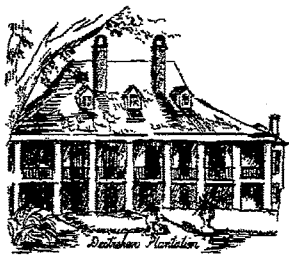
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

Bob Fisher

BOB FISHER
COUNCILMAN, DISTRICT VI

Julia Fisher-Cormier

JULIA FISHER-CORMIER
COUNCILWOMAN, DISTRICT VII





St. Charles Parish

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Legislation Details

File #: 2023-0330 **Version:** 1 **Name:** In Recognition: Kyle Anthony Torres, Eagle Scout
Type: Proclamation **Status:** Special Business
File created: 12/4/2023 **In control:** Parish Council
On agenda: 12/4/2023 **Final action:**
Enactment date: **Yes**
Title: In Recognition: Kyle Anthony Torres, Eagle Scout
Sponsors: Dick Gibbs
Indexes:
Code sections:
Attachments: [2023-0330 Eagle Scout letter to Parish](#)
[2023-0330 Kyle Anthony Torres](#)

Date	Ver.	Action By	Action	Result
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The Parish of St. Charles

December 4, 2023

IN RECOGNITION

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

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

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

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

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

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

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

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

KYLE ANTHONY TORRES

*"PARISH OF PLENTY"
created in 1807 from the county of the
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development, known for its
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on both sides of the
Mighty Mississippi River.*

Matthew Jewell

**MATTHEW JEWELL
PARISH PRESIDENT**

Beth A. Billings

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

Holly Fonseca

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

La Sandra Darenbourg Gordon

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

Mary K. Clulee

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

Dick Gibbs

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COUNCILMAN, DISTRICT III**

Nicky DuFrene

**NICKY DUFRÉNE
COUNCILMAN, DISTRICT IV**

Marilyn B. Bellock

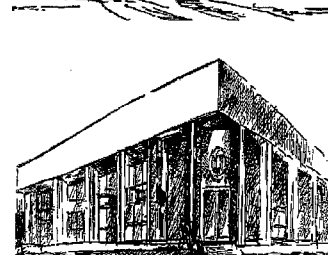
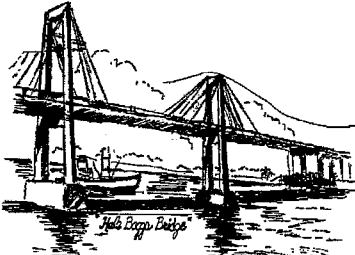
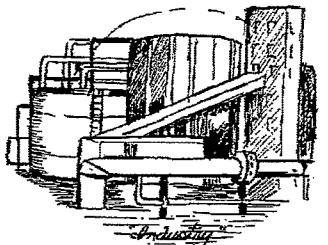
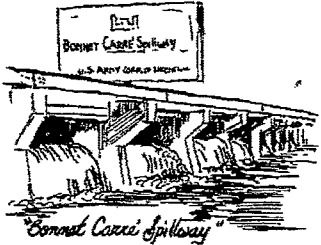
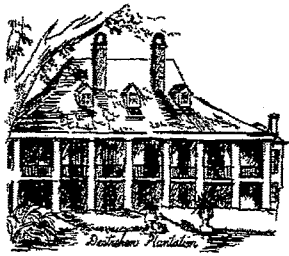
**MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V**

Bob Fisher

**BOB FISHER
COUNCILMAN, DISTRICT VI**

Julia Fisher-Cormier

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





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Legislation Details

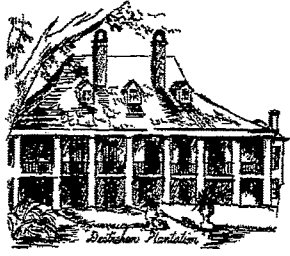
File #: 2023-0331 **Version:** 1 **Name:** In Recognition: William Warren Degenhart, Jr., Eagle Scout
Type: Proclamation **Status:** Special Business
File created: 12/4/2023 **In control:** Parish Council
On agenda: 12/4/2023 **Final action:**
Enactment date: **Yes**
Title: In Recognition: William Warren Degenhart, Jr., Eagle Scout
Sponsors: Mary K. Clulee
Indexes:
Code sections:
Attachments: [2023-0331 Eagle Scout letter to Parish](#)
[2023-0331 William Warren Degenhart, Jr.](#)

Date	Ver.	Action By	Action	Result
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The Parish of St. Charles

December 4, 2023

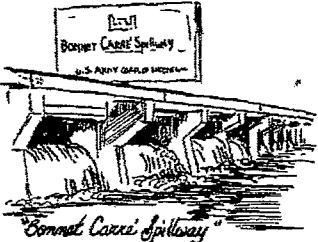
IN RECOGNITION



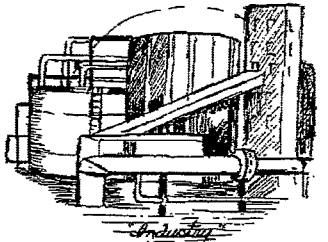
WHEREAS, William Warren Degenhart, Jr. is a resident of St. Charles Parish, residing in Luling, Louisiana with his parents Will and Karen, and brothers Alex and Jackson; and,



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



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



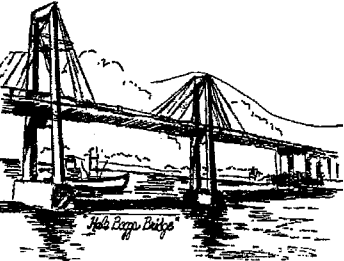
WHEREAS, William has earned his 36 merit badges from a list of 137 badges and completed his Eagle Scout Service Project by building a chicken coop for the St. Charles Parish Animal Shelter; and,



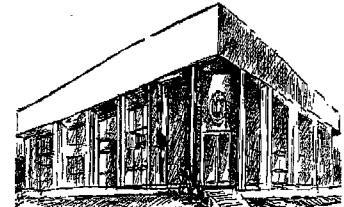
WHEREAS, William earned these 36 merit badges by showing leadership ability as Senior Patrol Leader, Troop Guide, and Den Chief; and,



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



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



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

WILLIAM WARREN DEGENHART, JR.

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

Matthew Jewell
 MATTHEW JEWELL
 PARISH PRESIDENT

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

Holly Fonseca
 HOLLY FONSECA
 COUNCILWOMAN AT LARGE, DIV. B

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

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

Dick Gibbs
 DICK GIBBS
 COUNCILMAN, DISTRICT III

Nicky Dufrene
 NICKY DUFRENE
 COUNCILMAN, DISTRICT IV

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

Bob Fisher
 BOB FISHER
 COUNCILMAN, DISTRICT VI

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



St. Charles Parish

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

Legislation Details

File #: 2023-0332 **Version:** 1 **Name:** Proclamation: Christmas Celebration
Type: Proclamation **Status:** Special Business
File created: 12/4/2023 **In control:** Parish Council
On agenda: 12/4/2023 **Final action:**
Enactment date: **Yes**
Title: Proclamation: Christmas Celebration
Sponsors: Mary K. Clulee
Indexes:
Code sections:
Attachments: [Christmas Celebration](#)

Date	Ver.	Action By	Action	Result
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PROCLAMATION

- WHEREAS,** we are now entering the Christmas Season - a time in which generations of Christians have celebrated the birth of Jesus Christ in the Holy City of Bethlehem; and,
- WHEREAS,** through this season we pride ourselves in the renewed spirit of peace, love, and hope in communities throughout the world; and,
- WHEREAS,** we celebrate with symbols such as the Christmas tree and honor St. Nicholas, the patron saint of children, known as Santa Claus; and,
- WHEREAS,** there is no better way to begin our Christmas Season than with a Christmas Tree Lighting and Community Caroling Celebration; and,
- WHEREAS,** the St. Charles Parish Rotary Club is planning a Christmas Tree Lighting and Christmas Caroling Celebration with a visit from Santa Claus.

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

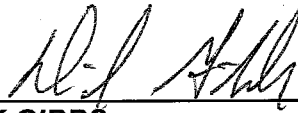
CHRISTMAS CELEBRATION

IN ST. CHARLES PARISH.

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



**MATTHEW JEWELL
PARISH PRESIDENT**



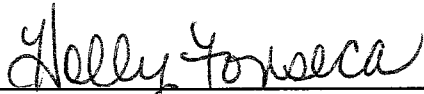
**DICK GIBBS
COUNCILMAN, DISTRICT III**



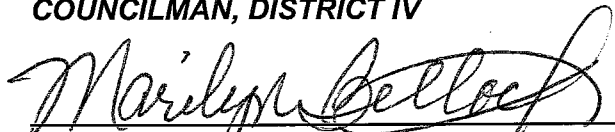
**BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A**



**NICKY DUFRENE
COUNCILMAN, DISTRICT IV**



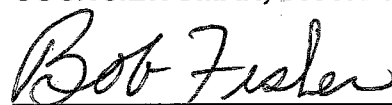
**HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B**



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



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



**BOB FISHER
COUNCILMAN, DISTRICT VI**



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



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



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Legislation Details

File #: 2023-0333 **Version:** 1 **Name:** Proclamation: Toy and Gift Fund Week
Type: Proclamation **Status:** Special Business
File created: 12/4/2023 **In control:** Parish Council
On agenda: 12/4/2023 **Final action:**
Enactment date: **Yes**
Title: Proclamation: Toy and Gift Fund Week
Sponsors: Matthew Jewell
Indexes:
Code sections:
Attachments: [Toy and Gift Fund Week](#)

Date	Ver.	Action By	Action	Result
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PROCLAMATION

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


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

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

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

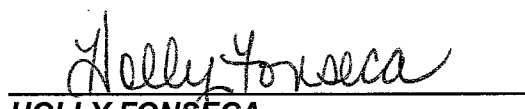
TOY AND GIFT FUND WEEK IN ST. CHARLES PARISH



MATTHEW JEWELL
PARISH PRESIDENT


DICK GIBBS
COUNCILMAN, DISTRICT III


BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A



NICKY DUFRENE
COUNCILMAN, DISTRICT IV


HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B


MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V


LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I


BOB FISHER
COUNCILMAN, DISTRICT VI


MARY K. CLULEE
COUNCILWOMAN, DISTRICT II


JULIA FISHER-CORMIER
COUNCILWOMAN, DISTRICT VII



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Legislation Details

File #: 2023-0334 **Version:** 1 **Name:** Contract Monitor
Type: Report **Status:** In Council - Reports
File created: 12/4/2023 **In control:** Parish Council
On agenda: 12/4/2023 **Final action:**
Enactment date: **Yes**
Title: Contract Monitor
Sponsors:
Indexes:
Code sections:
Attachments: [2023-0334 Contract Monitoring Report](#)

Date	Ver.	Action By	Action	Result
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CONTRACT MONITORING

Council Presentation

12/04/2023

Eric Berteau



AGENDA

- **River Birch Renewable Energy / Solid Waste Disposal**
- **Road Lighting**
- **VDCI / Mosquito Control**
- **Emergency Storm Debris Removal and Disposal**

River Birch Renewable Energy

- **Service approximately 37,000 carts per week**
- **Less than 1% verifiable complaint ratio in the past 7 months**
- **Worked with RBRE to create better tracking methods to improve reaction times**
- **Internal audit on accounts**
 - Over \$10,000 per year gained

Road Lighting

- **Completed Parish Wide Streetlight Audit**
 - Over 700 streetlights repaired to date
- **Closed out 7 delinquent invoices from Hurricane Ida repairs**
- **Began repairs to High Mast lighting**
- **Implemented new tracking system for lighting that is currently saving an average of \$1,000 per month in warranty work**
- **Implemented new reporting method for Entergy owned streetlights**

VDCI / MOSQUITO CONTROL

As of 10/31/2023

- **Over 9,300 miles and 340,000 acres sprayed Nearly**
- **258 service calls completed**
- **Over 32,800 acres aerial sprayed**
- **Contract requirements are being met**

Emergency Storm Debris Removal and Disposal

- **5 Emergency Debris Sites identified and certified in preparation if needed**
- **Communicate as needed to remain ready**

QUESTIONS?





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Legislation Details

File #: 2023-0335 **Version:** 1 **Name:** Parish President Remarks/Report
Type: Report **Status:** In Council - Reports
File created: 12/4/2023 **In control:** Parish Council
On agenda: 12/4/2023 **Final action:**
Enactment date: **Yes**
Title: Parish President Remarks/Report
Sponsors: Matthew Jewell
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Legislation Details

File #: 2023-0341 **Version:** 1 **Name:** C.O. No. 1 (Final) for the St. Charles Memorial Plaza (Project No. CMPK0418)

Type: Ordinance **Status:** Introduced For Public Hearing

File created: 12/4/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors: Matthew Jewell, Department of Parks and Recreation

Indexes:

Code sections:

Attachments: [2023-0341 Memorial Plaza Change Order](#)

Date	Ver.	Action By	Action	Result
12/4/2023	1	Parish President	Introduced	

SECTION 00806

CHANGE ORDER

No. 1 (Final)

DATE OF ISSUANCE November 9, 2023

EFFECTIVE DATE _____

OWNER: St. Charles Parish

CONTRACTOR: LA Contracting Enterprise, LLC

Contract: _____

Project: St. Charles Memorial Plaza

OWNER's Contract No. CMPK0418

ENGINEER's Contract No. NA

ENGINEER Linfield, Hunter & Junius, 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. Add the Following Work Items:

- a. New Contract Item X-1: *Color Additive for Concrete Pavement*
Addition of 337.19 S.Y. (+ \$15,173.55). See attached cost estimate for details.
- b. New Contract Item X-2: *Change to Monuments*
Addition of 7 EA. (+ \$ 3,500.00). See attached cost estimate for details.
- c. New Contract Item X-3: *Additional Mexican Beach Pebbles*
Addition of (+ \$ 8,333.00) (L.S.). See attached cost estimate for details.
- d. New Contract Item X-4: *Added Purple Heart Monument (Monument Only)*
Addition of 1 EA. (+ \$ 12,500.00). See attached cost estimate for details.

Total of Added Work Items = (+\$39,506.55)

2. Revise the Following Work Item Quantities:

- a. Contract Item 2: *Excavation*
The quantity is to be changed to 1,337.00 C.Y. (+ \$ 11,955.00)
- b. Contract Item 3: *Embankment*
The quantity is to be changed to 23 C.Y. (- \$ 35,865.00)
- c. Contract Item 4: *Sawcut Existing Pavement (Up to 6" Deep)*
The quantity is to be changed to 106 C.Y. (- \$ 340.00)
- d. Contract Item 5: *Geotextile Fabric for Stabilization*
The quantity is to be changed to 107 S.Y. (- \$ 5,229.00)
- e. Contract Item 6: *Portland Cement Concrete Pavement (6" Thick)*
The quantity is to be changed to 337.13 S.Y. (- \$ 1,158.30)
- f. Contract Item 7: *Patterned Concrete Pavement (6" Thick)*
The quantity is to be changed to 1,142.26 S.Y. (- \$ -11,272.30)
- g. Contract Item 8: *Brick Paver Inlay with Leveling Sand*
The quantity is to be changed to 49 EA. (+ \$ 245.00)

Total of Change in Work Items Quantity = (- \$41,664.60)

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. St. Charles Parish directed the contractor to add color to the concrete pavement on the side of the Community Center to match the color of the paving in the back.
- b. St. Charles parish directed the contractor to add one (1) foot of height to the granite monuments.
- c. St. Charles Parish directed the contractor to add Mexican beach pebbles to the area around the Purple Heart Monument.
- d. St. Charles Parish directed the contractor to add the Purple Heart Monument.

2. Revise Work Item Quantities

- a. Prior to construction of the project, St. Charles Parish placed fill on the project site. Additional fill was added after the topographic survey was completed resulting in more excavation than anticipated.
- b. The fill placed on the site prior to construction was adequate for pavement base. Therefore, most of the embankment material was not needed.
- c. Less saw-cutting was required than anticipated.
- d. Since the fill on the site prior to construction was adequate for pavement base, most of the geotextile fabric was not needed.
- e. Less Portland Cement Concrete Pavement was required than anticipated.
- f. Less Patterned concrete pavement was required than anticipated.
- g. More bricks were required to fill the areas shown on the plans.

Attachments:

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$1,399,825.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>NA</u> to <u>NA</u> : <u>\$0.00</u>
Contract Price prior to this Change Order: <u>\$1,399,825.00</u>
Net increase (decrease) of this Change Order: <u>\$-2,158.05</u>
Contract Price with all approved Change Orders: <u>\$1,397,666.95</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>January 24, 2022</u> Ready for final payment: <u>NA</u> (days or dates)
Net change from previous Change Orders No. <u>NA</u> to No. <u>NA</u> : Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>January 24, 2022</u> Ready for final payment: <u>NA</u> (days or dates)
Net increase this Change Order: Substantial Completion: <u>409</u> Ready for final payment: <u>NA</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>March 9, 2023</u> Ready for final payment: <u>October 23, 2023</u> (days or dates)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 11/9/23

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 11/16/23



St. Charles Parish

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

Legislation Details

File #: 2023-0314 **Version:** 1 **Name:** O-L to M-2 on approximately 317 acres across portions of Lots B-1, "A", and Parcels H-3 and L-3, Killona as requested by Louis G. Authement and Harry R. Coleman, III for 3C Riverside Properties, LLC

Type: Ordinance **Status:** Public Hearing

File created: 11/20/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors: Matthew Jewell, Department of Planning & Zoning

Indexes:

Code sections:

Attachments: [2023-0314 RECOMMENDATIONS AT A GLANCE](#)
[2023-0314 Minutes](#)
[2023-0314 Staff Report](#)
[2023-0314 Survey \(B-1\)](#)
[2023-0314 Survey \(L3, H3\)](#)
[2023-0314 AERIAL](#)
[2023-0314 ZONING](#)
[2023-0314 FLUM](#)
[2023-0314 Application Page 1](#)

Date	Ver.	Action By	Action	Result
11/20/2023	1	Parish Council		
11/20/2023	1	Parish President	Introduced	
11/2/2023	1	Planning Commission	Recommended	Approval
11/2/2023	1	Department of Planning & Zoning	Recommended	Denial
10/2/2023	1	Department of Planning & Zoning	Received/Assigned	PH

RECOMMENDATIONS AT A GLANCE

2023-15-R requested by 3 C Riverside Properties, LLC for a change of zoning from O-L to M-2 on approximately 317.13 acres across portions of Lot B-1, a property designated Lot A, and Parcels H-3, and L-3, near 18545 River Road, Killona. Council District 1.

Planning Department Recommendation:

Denial.

Planning Commission Recommendation:

Approval.

2023-15-R requested by 3 C Riverside Properties, LLC for a change of zoning from O-L to M-2 on approximately 317.13 acres across portions of Lot B-1, a property designated Lot A, and Parcels H-3, and L-3, near 18545 River Road, Killona. Council District 1.

Mr. Welker- yea this request from OL to M2 received a denial recommendation from the department due to only meeting one of the three rezoning criteria, two of the three are needed in order to get a recommendation of approval. So to kind of summarize those criteria the request to M2 would not be considered a spot zone cause it's surrounded by M2 on either side but it does not comply with the comprehensive plan designation for this particular piece of ground which is wetland so it needs at least that to meet criteria one and because it doesn't meet that part of it, it does not meet that guideline. It does not meet criteria two that needs to determine if the existing OL zoning deprives the property of any kind of reasonable use the OL zoning permits things like agriculture, low intensity things that are kind of in line with the future land use designation their agricultural fields around there adjacent to it so in keeping with what's actually around it still allows for reasonable use. It did meet the third guideline which has to do with compatibility with the surrounding area once it again it's mostly agriculture fields, open land, but there is some industrial use on the other side of the railroad, specifically a land fill that front on 3127 so the industrial and agricultural uses that are permitted in the M2 zoning district would actually fit with the character in the area, so it meets criteria three. But due to only meeting one of the three criteria, like I said we recommended denial.

Louis Authement 13919 River Road Ste. 300, Luling – Appearing on behalf of the applicant 3 C Riverside Property. This is a rather unique situation in that we simply applying for permission to go back to the zoning classification that existed before Hurricane Katrina. So, what happen is after Katrina as yall know the levees were impacted and there was a lot of levee restoration work going on and the corp. of engineers was looking for suitable fill material so this land owner voluntarily applied to zone his property from M2 down to OL simply because that's the zoning district you had to be in order to excavate fill material so that was the sole purpose of the re-zoning. All that excavation work has finished, it played out in 2021, between 2019-2021, so the objective now is to simply go back to the way things were before Katrina now that the need has been met. The property in the application would meet two out of the three criteria had the land use plan had not changed. The land use plan changed to redesignate this property as wetlands, it's not wetlands, the corp. of engineers has even said it's not wetlands it's just the land use plan says it's use would be suitable as wetlands but the same landowner on his own had 1200 acres of dry land converted into wetlands in order to mitigate the destruction of wetlands in other areas. So, the wetland nature of this property has been fully satisfied by the landowner taking 1200 acres of dry land and converting it into wetlands. This particular area, and the wetland section is on the west, southwest side of the railroad tracks, this is on the northeast side of the railroad tracks. So to call this wet when even the corp. of engineers is saying it's not wet is kind of a bit of a contradiction, page, I think it's 47 of the land use plan also says Killona as a general geographical area is suited for manufacturing and industrial use which is the zoning classification that the land owner is applying to go back to. So nothing in historical sense is changing here, we're going back to the way it use to be and again the only reason why it changed was to meet that limited Hurricane Katrina levee restoration objective which has

now been met. The landowner has been very generous, very supportive of Killona there have been quite a few separate land donations made over a series of years for the park, for the cemetery, for community center, I think there is even an area set aside for a church, so 3 C Riverside has been a very good neighbor to the town of Killona. The other thing about this is at it was mentioned by Chris, the entire area surrounding this parcel is zoned M2, so you can see it, right now where the green part is surrounded by the purple part, the purple part is M2 we just trying to get that green part back to being purple. There is no deal on the table there is no development that's coming as a result of this re-zone, it's just to put that segment of the property consistent with the surrounding zoning so that the property can be marketed as an M2 zone property, without it you kinda got, it's almost like a donut and the hole is pulled out of it and that's going to be difficult to market the rest of the area when the middle part is zoned OL. The batture just across the River Road from this is owned by Southern Recycling, major metal recycling company it had plans of relocating it's recycling plant to that batture and to this area, but that plan has changed, but this is probably one the most prime areas in St. Charles Parish for industrial development and right now there is an inconsistent zoning area or patch that we would like to go back to the original M2 zoning. So, I appreciate your support and available to answer any questions you may have.

Commissioner Keen – yes quick question for you, 1200 acres?

Mr. Authement – yes.

Commissioner Keen – that was donated, where was that at?

Mr. Authement – no. no, not 1200 acres donated, 1200 acres permanently dedicated as wetlands and that's on the southwest side of the whole tract. The area donated, is on the east side of the highway, the Hwy. is 3141? 3161? It's the Killona Hwy. the property, the property donated is on the east side of that where you see the recreational park the community center, all that was donated by this applicant.

Commissioner Keen – alright, thank you.

Commissioner deBruler – approximately when was that last used as the land fill, I know you said Katrina, but what year, after Katrina.

Mr. Authement – so it was re-zoned in 2010 from M2 to OL, and then in 2019 – 20-21, that's when the excavation work ended. And just to correct, the landfill is not apart of this, the landfill is owned by a separate entity and that's on the southwest side of the railroad track. You can see it in the first image right below the red line, that's the landfill.

The public hearing was open.

Wendy Greyson 205 Lorraine St. Destrehan – My question is in accordance with the excavation that yall did. Is it still a donut? And you have all this M2 property or industrial around it, so

potentially is all their drainage going into this so-called donut. What problems is that going to cause? Any potential? Are they planning on filling it back in to bring it back up to elevation?

Mr. Authement – not much of it has actually been excavated into a pond, there is a pond there portion of it is kind of hard to see, but the intention is to leave it exactly the way it is, because if there is an industrial use that pond can be used for storm water retention, it also can use for recycling gray water and be part of the cooling operation of whatever development goes there, but it is not a giant the whole 300 and some odd acres that were talking about is not a hole in the ground, it's not even close to that there is a confined area that was excavated the rest of it is land like the rest of the surrounding land.

Ms. Greyson – is the recycling close enough to this to run off into it?

Commissioner Keen – at this time that is going to be a separate case.

Mr. Albert – Mr. Chairman, the site development specifics would be contingent upon whatever's happening there at the time, this is a land use matter it's purely about whether or not you believe the surrounding areas have changed in the sensation of the special permit use is at its end warranting it going back to M2. We are required to recommend denial by code, we don't have any specific actual objection to this proposed change. If that special permit had been done under the department's current tenure, we probably would have put some kind of sunset clause in there for when they were done with the borough pit to explore what change in zoning should happen after that fact, so I just wanted to clarify that for the moment.

The public hearing was closed.

Commissioner Frangella made a motion to consider, seconded by Price.

YEAS: Krajcer, Keen, deBruler, Ross, Frangella

NAYS: Price

ABSENT: Petit

PASSED



Department of Planning & Zoning Staff Report – Map Amendment Case No. 2023-15-R

APPLICATION INFORMATION

- **Submittal Date:** 10/2/2023
- **Applicant / Property Owner**

Harry R. Coleman, III 3C Riverside Properties, LLC 1249 Lincoya Drive Vestavia Hills, AL 35216 901-848-7941 rcoleman3c@gmail.com	Louis G. Authement 13919 River Road, Suite 300 Luling, LA 70070 985-785-8481 louis@lgalaw.com
---	---
- **Request**

Change of zoning from *O-L, Open Land District* to *M-2, Heavy Manufacturing and Industry*

SITE INFORMATION

- **Location**

Lots B-1, "A", and Parcels H-3 and L-3 as shown on the surveys by James R. Webb, PLS dated July 15, 2014 and Michael D. Bernard, PLS dated March 15, 2001.

Located in Killona between River Road and the Union Pacific Railroad and just over one-half mile upriver from Highway 3141. The nearest associated address is 18545 River Road.
- **Size:** approximately 317 acres
- **Current Use**

The site was used for the extraction of borrow material upon approval by the Planning Commission on June 3, 2010 (PZSPU-2010-02). Extraction operations have ceased.
- **Surrounding Zoning:** M-2
- **Surrounding Uses**

The surrounding area primarily consists of vacant or undeveloped and wooded land, or is developed for agricultural purposes. A landfill is located on the opposite side of the Union Pacific Railroad from the subject site.
- **Zoning History**

A change from M-2/M-3 to the existing O-L zoning was approved by the Parish Council on June 21, 2010 (Ordinance No. 10-6-9; PZR-2010-08). This corresponded with the approval of PZSPU-2010-02 allowing for the extraction of borrow material.

A portion of the above referenced O-L zoning reverted back to M-2 upon Parish Council approval on January 6, 2014 (Ordinance No. 14-1-3; PZR-2013-24).
- **Flood Zone & Minimum Building Elevation**

1992 Flood Insurance Rate Map: X and AE 5
2013 Digital Flood Insurance Rate Map: X and AE5
- **Future Land Use Recommendation**

Wetlands: Constrained lands due to wetlands and flood zones. Allowable land uses in areas designated as wetlands are limited to low impact uses, such as eco-tourism and recreation (e.g., boating, hiking, hunting, fishing), wildlife observation, environmental education, environmental research, compatible agriculture (e.g., periodic haying and grazing), managed timber harvest, and other uses that may be permitted by special exception or special permit by the Louisiana Department of Natural Resources, the

U.S. Army Corps of Engineers or the St. Charles Parish Coastal Zone Advisory Council.

Recommended Zoning Districts: W (wetland district)

- **Traffic Access:** River Road (LA18)
- **Utilities**
The Parish GIS map shows public water and drainage facilities along River Road. Sewer facilities are not shown within the vicinity of the subject site.

APPLICABLE REGULATIONS

Appendix A. Section VI. – Zoning District Criteria and Regulations

[II.] *M-2. Heavy manufacturing and industry:*

1. Use Regulations:
 - a. A building or land shall be used for the following purposes:
 - (1) All uses permitted in the M-1 district (and subject to M-1 regulations)
 - (2) Petroleum refining and/or chemical processing
 - (3) Solid fuel handling, transfer, and storage facilities not associated with energy generation facilities
 - (4) Energy generating facilities
 - (5) *Reserved*
 - (6) Any other similar manufacturing or industry establishment which shall adhere strictly to all state and federal mandates whereby, therefor, normal operations will not be injurious to employees and the general public because of health and safety factors.
 - (7) Concrete mixing or batching plants.
 - (8) Accessory uses.
 - (9) Junkyards.
 - (10) *Reserved*.
 - b. Special permit uses and structures:
 - (1) Type II and Type III Landfills, upon review and approval of the Planning Commission and supporting Resolution of the Parish Council:
 - a. Permit Required. Notwithstanding any other provisions of this Ordinance no landfill shall hereafter be constructed, enlarged, altered, or placed into operation until a special permit use for said landfill has been heard by the Planning and Zoning Commission and then approved by ordinance of the Parish Council.
 - (1) The Commission shall schedule and hold a public hearing to consider the application. The Department of Planning and Zoning shall post a sign on the affected property which calls attention to the public hearing at least ten (10) days prior to that hearing date. All applications will be advertised at least three (3) times in the official journal of the Parish on three (3) separate and at least Fifteen (15) days shall elapse between the first publication and the date of the hearing. All property owners within five hundred (500) feet of the subject property shall be notified by certified mail of the public hearing.
 - (2) The Special Permit Use shall be valid for a period of one calendar year. If after one calendar year, the applicant has not received a permit by LDEQ, the applicant shall file a new Special Permit Use application if an extension is needed.
 - (3) A completed application form and three sets of the required supplemental application requirements data as set forth in the following section:
 - (a) The site plan shall show: the area dedicated to the landfill; identify the total site acreage and amount of acreage that will be used for processing and disposal; show all vehicular access points to the site; identify and buffer areas; describe any landscaping, or fencing proposed.
 - (b) A drainage plan prepared by a Louisiana licensed engineer shall be submitted to the parish. At a minimum, the plan shall show the drainage-flow patterns, show all major drainage systems and indicate the point of discharge. The Parish Engineer may require additional drainage information.
 - (c) If located in a floodplain, it must be demonstrated that the facility will not restrict the flow of the 100-year base flood or significantly reduce the temporary water-storage ability of the floodplain integrity.
 - (d) The types, maximum quantities (wet tons/week), and sources (percentage of the on-site or off-site generated waste to be received) of the waste to be processed or disposed by the facility.
 - (e) Identify the geographic area to be serviced by the facility.
 - (f) Indicate the days of operation per week and hours per day.
 - (g) Identify the maximum expected height of the waste pile.
 - (h) Describe provisions that will be employed to control dust, litter and odor.
 - (i) Provide the projected year of final closure and include a discussion of the long-term use of the facility after closure as anticipated.
 - (j) The site shall be screened with fencing, planting or other methods as approved, to block onsite views from the public. A

landscape/screening plan shall be submitted with the Special Permit Use application and approved by the Planning Commission.

- (4) Additional Procedural Requirements:
 - (a) Provide the Planning Department a copy of the official order to proceed issued by the LDEQ.
 - (b) Upon issuance of the permit by the Louisiana Department of Environmental Quality (LDEQ), a copy shall be submitted to the Planning Department. This includes all permits issued by the LDEQ to the site, (i.e., waste, water, air, etc.). The permit shall include the final approved site plan by LDEQ. This shall also include any necessary federal or state approvals from agencies other than LDEQ.
 - (c) The owner shall submit to the parish's planning department a copy of the solid waste annual report that is submitted to the LDEQ, Office of Management and Finance. The report shall be submitted to the planning department on August 1st of each year.
 - (5) The Parish Planning and Zoning Department, Planning Commission and/or the Parish Council may require additional data where deemed necessary before taking final action or issuing a permit. Conditions of approval may be placed on the Special Permit Use by either the Planning Commission or the Parish Council.
- (2) Temporary construction facilities for a period of one (1) year upon approval of the Planning Director.
 - (3) Cellular installations and PCS (personal communication service) installations.
 - (4) Truck terminals (with video poker gaming facilities) upon review and approval of the Planning Commission, and supporting resolution of the Council. (Ord. No. 98-4-17, § V, 4-20-98) Truck terminals with video poker gaming facilities shall conform to the regulations set forth by the state of Louisiana and to the following regulations:
 - (1) Frontage shall be on a median-divided, major arterial with a minimum of 4-roadway lanes, and having federal or state designation.
 - (2) Minimum lot size of site shall be ten (10) acres.
 - (3) Truck terminals with video poker gaming facilities shall also have all of the following amenities:
 - a) a separate truckers' lounge
 - b) a full-service laundry facility located in a convenient area for truckers' use
 - c) private showers for men and women and not located in an area open to general public restroom facilities
 - d) a travel store with items commonly referred to as truckers' supplies (items commonly used only by commercial motor vehicles)
 - e) truck scales
 - f) separate truckers' telephones
 - g) permanent storage facilities for fuel
 - (4) Notwithstanding any other provisions of law, these regulations shall have no force or effect on any truck terminal with video poker gaming facilities which have received a Special Permit Use prior to the effective date of this ordinance.
 - (5) Green markets upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street.
 - (6) Towing Yards. Towing yards upon review and approval by the Planning Commission and supporting Resolution of the Parish Council shall conform to the following regulations:
 - (1) Site plan approval. All tow yard operators must secure approval of a site plan. The site plan shall include:
 - a) The storage layout and the maximum number of vehicles proposed to be stored. All storage parking spaces shall open directly to an access drive. Vehicles shall not be stored on top of each other. All vehicles shall be stored on an aggregate parking surface;
 - b) A seven-foot solid, opaque fence will enclose such yards and shall be maintained in a constant state of good repair. Entrances will be constructed of the same material as the fence. All entrances shall remain closed when not in use;
 - c) A ten-foot buffer zone when abutting a C-3 or lesser intensive use or zoning district. The buffer shall be planted with acceptable trees and shrubs;
 - d) All buildings and structures to be located on the site and the required off-street parking layout.
 - (2) Towing yard operators shall maintain records of each vehicle and its storage period. These records shall be available upon request of the planning department.
 - (3) Towing yards shall also adhere to state and local licensing requirements.
 - (4) Any change of permitted plan will result in a cease and desist order being placed on the towing yard.
2. Spatial Requirements:
- a. Minimum lot size: Fifteen thousand (15,000) square feet,
Minimum width: One hundred (100) feet.
 - b. Minimum yard size for offices and accessory use spaces:
 - (1) Front - twenty (20) feet
 - (2) Side - thirty-five (35) feet
 - (3) Rear - fifty (50) feet.
 - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.

3. Transportation Requirements: Arterial, rail or water
4. Special Provisions:
 - a. Must maintain a buffer zone to insure the protection and well-being of neighboring areas.
 - b. Major operations must be located two thousand (2,000) feet from the nearest R, CR-1 or C-2 District or located a lesser distance if clearly dictated safe by industry standards and approved by the Board of Adjustments. Accessory uses of lesser intensity may be developed in this buffer area. Examples include office buildings, parking facilities, substations, and storage areas (including open storage of solid fuels for energy generating facilities) as well as uses identified in the M-1 District and subject to any required restrictions established in that M-1 District.
 - c. New construction within the confines of existing industrial developments shall provide adequate buffer areas near R and C Districts in accordance with industry standards, national fire code regulations, and those standards established in the M-1 District under "Other Industrial Uses."

Appendix A. Section XV. - Amendment procedure

D. Rezoning guidelines and criteria: The proponent for a change should present reasonable factual proof that two or more of the following criteria are met:

1. The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zone that is incompatible with the surrounding neighborhood.
2. The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property, and that the proposed zoning does. In order to determine what is reasonable use of the property, the proponent for the zoning change should consider one or more of the following:
 - a. Consideration of uses on adjacent properties that would limit the use of the site under consideration.
 - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
 - c. Consideration of changes in land value, physical environment or economic aspects which can be shown to limit the usefulness of vacant land or buildings.
3. Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.

The Planning Staff shall base rezoning analyses on these criteria but shall not be prohibited from factoring unique circumstances of the application into the analysis. The Planning and Zoning Commission may state in its recommendations to the Council: its concurrence with, or rejection of, any or all of the proponents' case for the suggested amendment, and/or its position relative to proponents' statements on the case. Planning Staff analyses and recommendations shall be forwarded to the Council along with the Commission's recommendations.

E. Rezoning approval criteria: Before the Council votes to approve a rezoning, there should be reasonable factual proof by the applicant that:

1. The proposed map amendment is in compliance, or is not in conflict, with the goals and recommendations of the St. Charles Parish Comprehensive Plan and Future Land Use Map, also
2. The proposed map amendment does not negatively impact the health, safety, and welfare of the community.

REZONING GUIDELINE & CRITERIA EVALUATION

1. *The proposed rezoning conforms to the land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.*

The request would not result in a spot zone due to expanding on existing M-2 zoning districts abutting on each side. But the proposed M-2 zoning does not conform to the Comprehensive Plan designating the area as *Wetlands*, which anticipates "*low impact uses*" as permitted by those departments/agencies with jurisdiction over wetlands such as the Louisiana Department of Natural Resources, the U.S. Army Corps of Engineers or the St. Charles Parish Coastal Zone Advisory Council. **The request does not meet the first guideline.**

2. *The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property and the proposed zoning does.*

The existing O-L district was established with approval of a rezoning from M-2 in 2010 (Ordinance No. 10-6-9; PZR-2010-08) and allowed for the permitting of a mineral extraction operation (PZSPU-2010-02). Since then the most significant change in the land use pattern/character of the area is the expansion of the landfill located on the opposite side of the Union Pacific Railroad (Ordinance No. 17-10-2; PZSPU-2017-04). The original landfill footprint was approved in 2001 (Resolution No. 4916; PZSPU-2001-04). Otherwise the land-use pattern has remained largely constant, consisting primarily of either undeveloped wooded land or agricultural fields. This, along with the presence of wetlands within the subject site, does not indicate the current O-L zoning

deprives reasonable use of the property. **The request does not meet the second guideline.**

3. *Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.*

The general area consists primarily of undeveloped wooded land and agricultural fields. Development in the immediate area consists of a landfill located on the opposite side of the Union Pacific Railroad and fronting on Highway 3127. The nearest residential use is a nonconforming mobile home park on River Road. The proposed uses permitted in the proposed M-2 zoning, which includes agriculture and general farming uses in addition to high intensity industrial uses, would not be incompatible with this existing character. It cannot be said the uses permitted specifically in the M-2 district would place any more of a burden on public facilities compared to what can currently be permitted under the current O-L zoning, primarily due existing public facilities being limited to water service on River Road. Any significant development in this area, regardless of zoning, would have to address extensions and connections to public facilities. **The request meets the third guideline.**

DEPARTMENT RECOMMENDATION

Denial, due to only meeting one rezoning criteria.

This request will be forwarded with the Planning Commission's recommendation to the Parish Council for a second public hearing and final determination.

LOT M-1-A-1:

Commencing at Monument K393 with LA. State Plane coordinates NAD83 N 548,920.91 E 3,549,887.68 near the intersection of La. Hwy 3141 and the MS. River levee, thence S41°39'56"W to the point of intersection of the northern line of Lot M-1-A-1 and the western line of Louisiana Highway 3141, the Point of Beginning;

Thence from said Point of Beginning S57°44'09"E 417.98 feet; thence S36°39'48"W 11,640.82 feet; thence N56°22'19"W 3,584.85 feet; thence N40°12'26"E 8,765.66 feet; thence N43°05'11"W 148.50 feet; thence N39°24'48"E 2,826.31 feet; thence S57°41'10"E 419.71 feet; thence S57°41'10"E 610.85 feet; thence S57°41'15"E 1,608.83 feet to the Point of Beginning.

Less and Except: Lot J-1 62.216 Acres & Landeche 400'x400' tract 3.673 Acres

Lot M-1-A-1 contains 802.862 Acres, more or less.

LOT B-1:

Commencing at Monument K393 with LA. State Plane coordinates NAD83 N 548,920.91 E 3,549,887.68 near the intersection of La. Hwy 3141 and the MS. River levee, thence N52°55'26"W 3240.82' to the Northeasternmost corner of Lot B-1, the Point of Beginning;

Thence from said Point of Beginning S38°17'04"W 1,637.94 feet; thence S37°33'04"W 3,563.11 feet; thence S57°41'10"E 170.02 feet; thence S39°24'48"W 2,826.31 feet; thence S43°05'11"E 148.50 feet; thence S40°12'26"W 7,661.26 feet; thence N36°44'00"W 2,086.45 feet; thence N44°09'48"E 576.16 feet; thence S89°30'26"W 582.29 feet; thence N0°29'34"W 316.36 feet; thence S44°09'48"W 342.46 feet; thence N32°37'58"W 2,182.89 feet; thence N51°33'52"E 15,265.60 feet; thence S27°50'52"E 162.75 feet; thence S17°30'52"E 246.64 feet; thence S26°48'21"E 574.62 feet; thence S37°03'00"E 117.07 feet; thence S31°25'02"E 174.80 feet to the Point of Beginning. Lot B-1 contains 1100.813 Acres, more or less.

LOT AG-1:

Commencing at Monument K393 with LA. State Plane coordinates NAD83 N 548,920.91 E 3,549,887.68 near the intersection of La. Hwy 3141 and the MS. River levee, thence S48°25'53"W 1,423.31 feet to the Northeasternmost corner of Lot AG-1 the Point of Beginning;

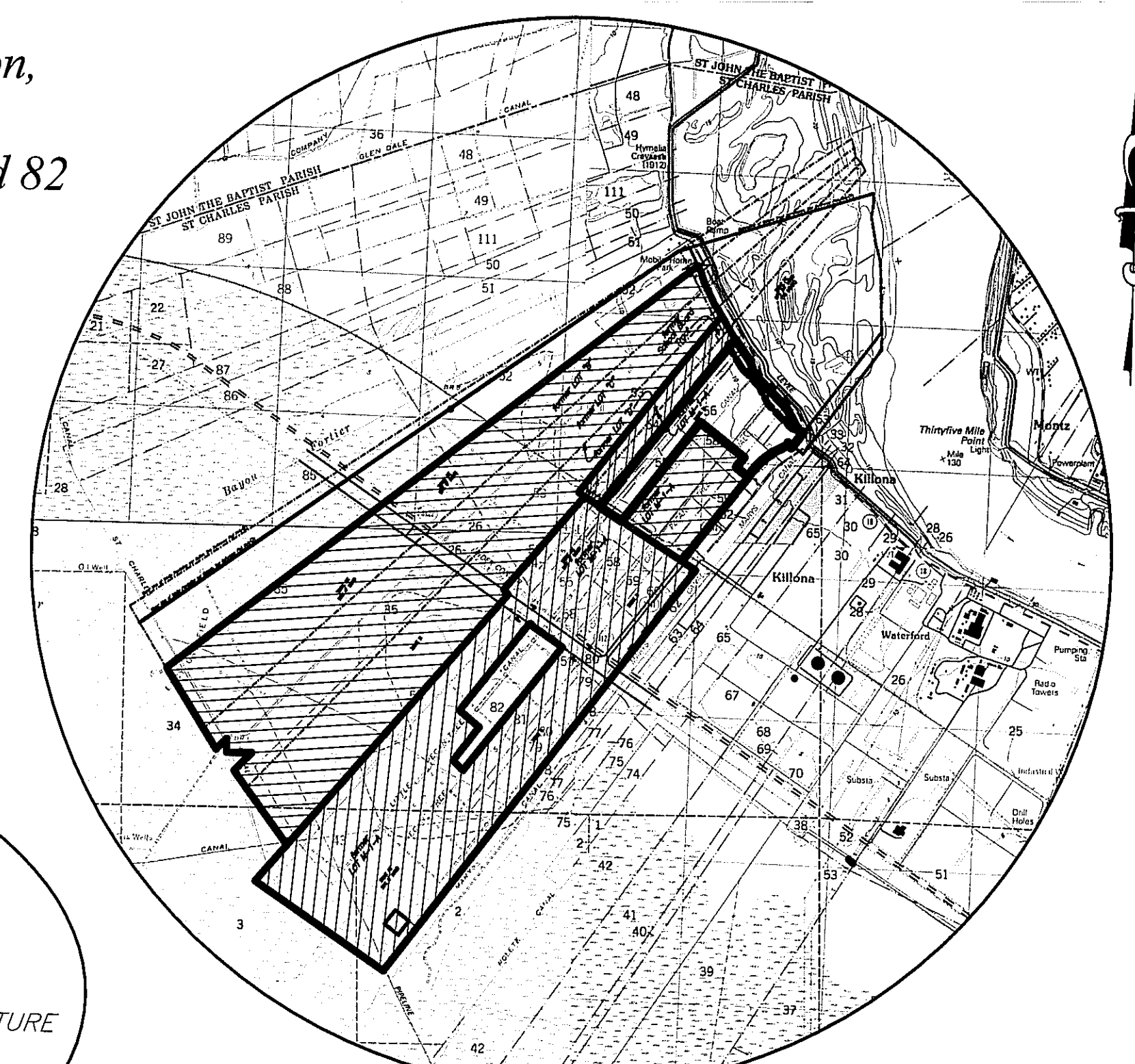
Thence from said Point of Beginning S37°24'49"W 2,097.96 feet; thence S40°16'28"W 300.37 feet; thence S37°24'47"W 65.58 feet; thence N57°41'15"W 1,608.83 feet; thence N36°58'50"E 2,884.64 feet; thence S53°01'11"E 1,287.12 feet; thence S36°58'49"W 287.71 feet; thence S52°35'13"E 350.00 feet to the Point of Beginning. Lot AG-1 contains 102.979 Acres, more or less.

LOT AG-2:

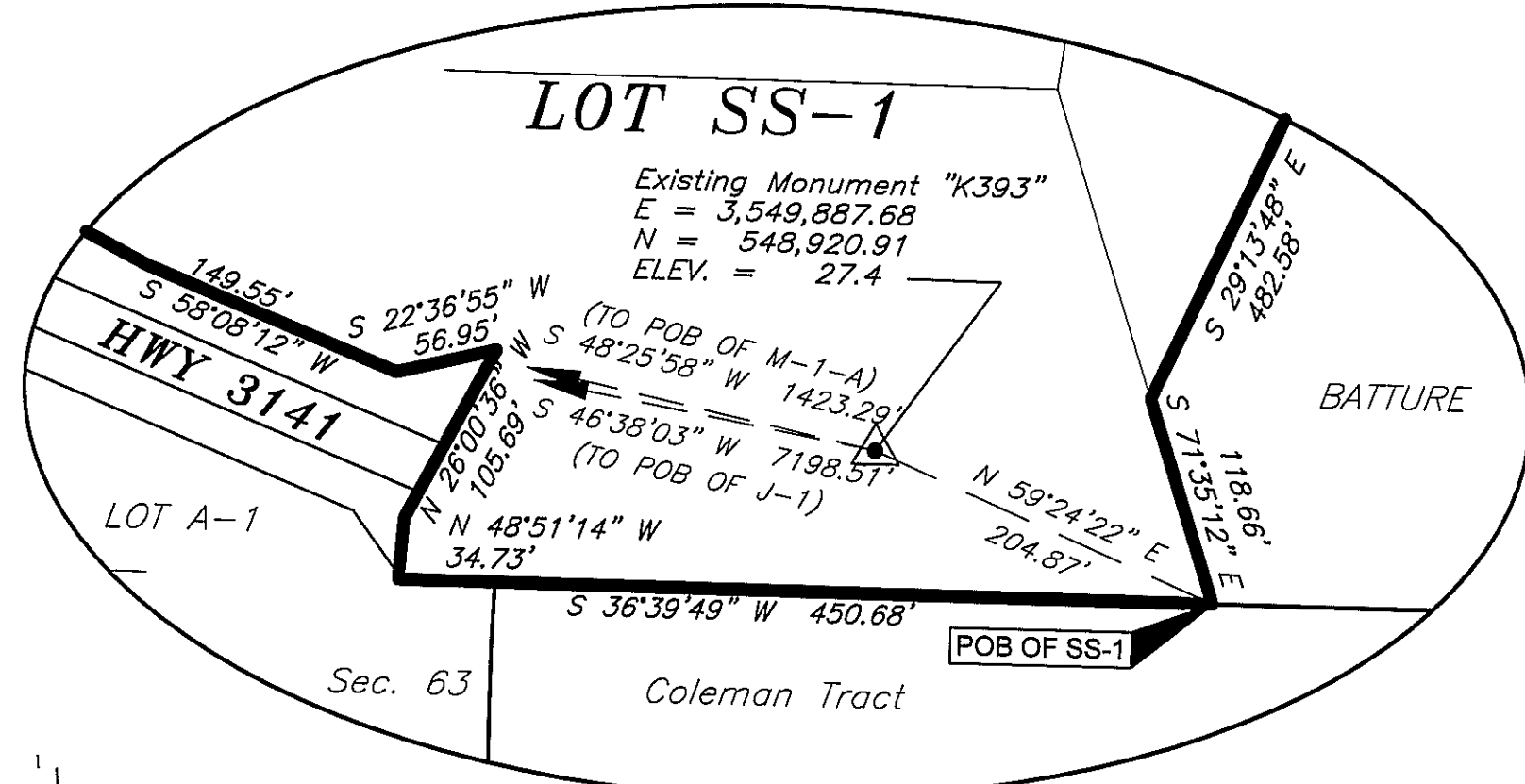
Commencing at Monument K393 with LA. State Plane coordinates NAD83 N 548,920.91 E 3,549,887.68 near the intersection of La. Hwy 3141 and the MS. River levee, thence N32°55'26"W 3240.82' to the Northwesternmost corner of Lot AG-2, the Point of Beginning;

Thence from said Point of Beginning S31°25'02"E 335.36 feet; thence S31°25'02"E 290.79 feet; thence S38°17'04"W 223.45 feet; thence S37°33'04"W 1,133.52 feet; thence N57°41'10"W 271.34 feet; thence S505.52 feet; thence N57°41'10"W 148.37 feet; thence N57°41'10"W 170.02 feet; thence N37°33'04"E 3,563.11 feet; thence N38°17'04"E 1,637.94 feet to the Point of Beginning. Lot AG-2 contains 68.242 Acres, more or less.

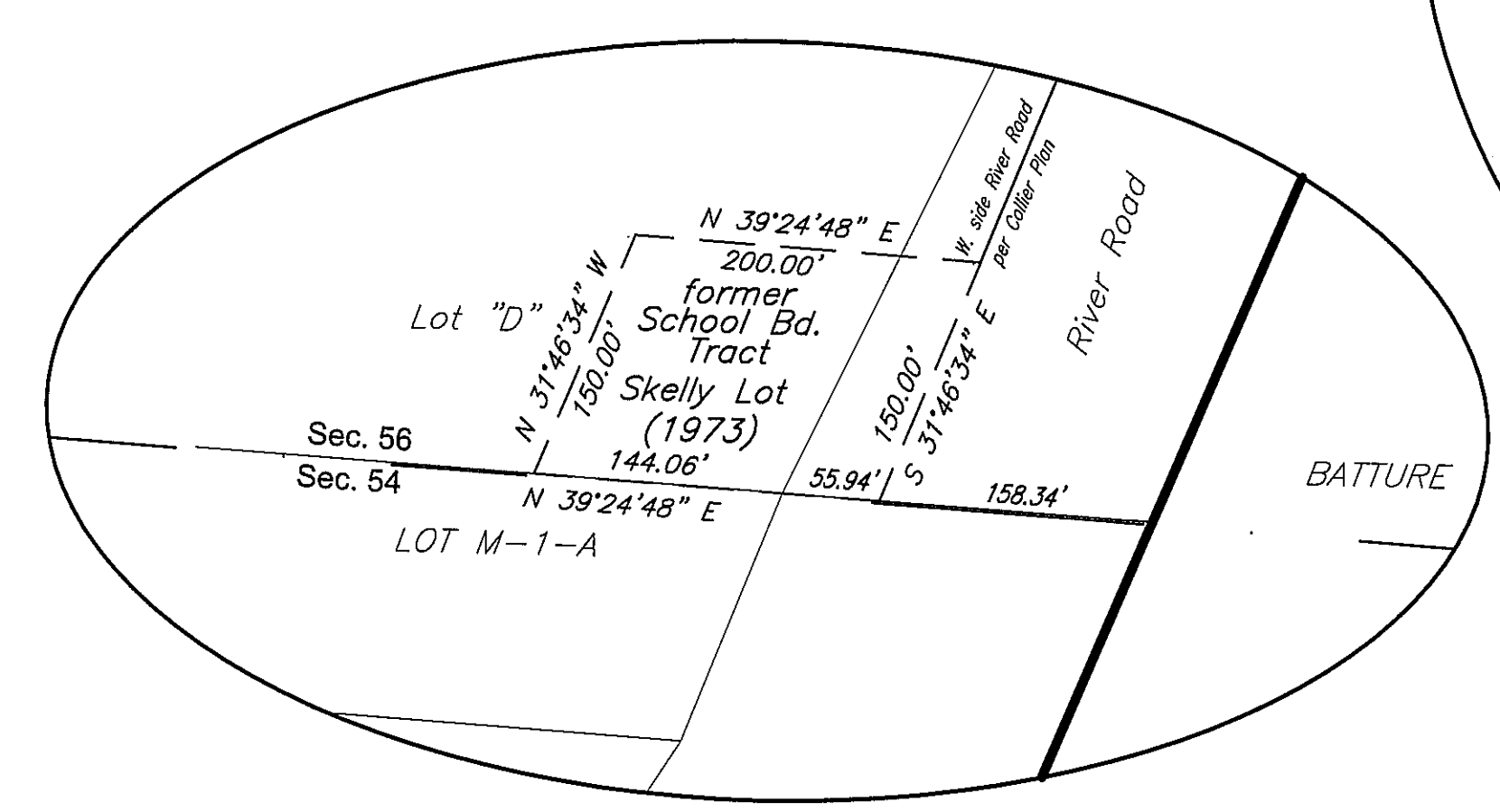
Prepared for 3C Riverside:
A Reconfiguration of previous Subdivisions of Mary Plantation, Trinity Plantation, the Picard Tract and the Cloate Tract
Located in Sections 26, 34, 35, 52, 53, 54, 55, 56, 58, 59, 60, 62, 78, 79, 80, 81, and 82
Township 12 South - Range 19 East, Southeast Land District
and
Sections 2, 3, and 43
Township 13 South - Range 19 East, Southeast Land District
Saint Charles Parish, Louisiana
into
Lots M-1-A-1, AG-1, AG-2 and B1



Vicinity Map
SCALE: 1" = 3,000'



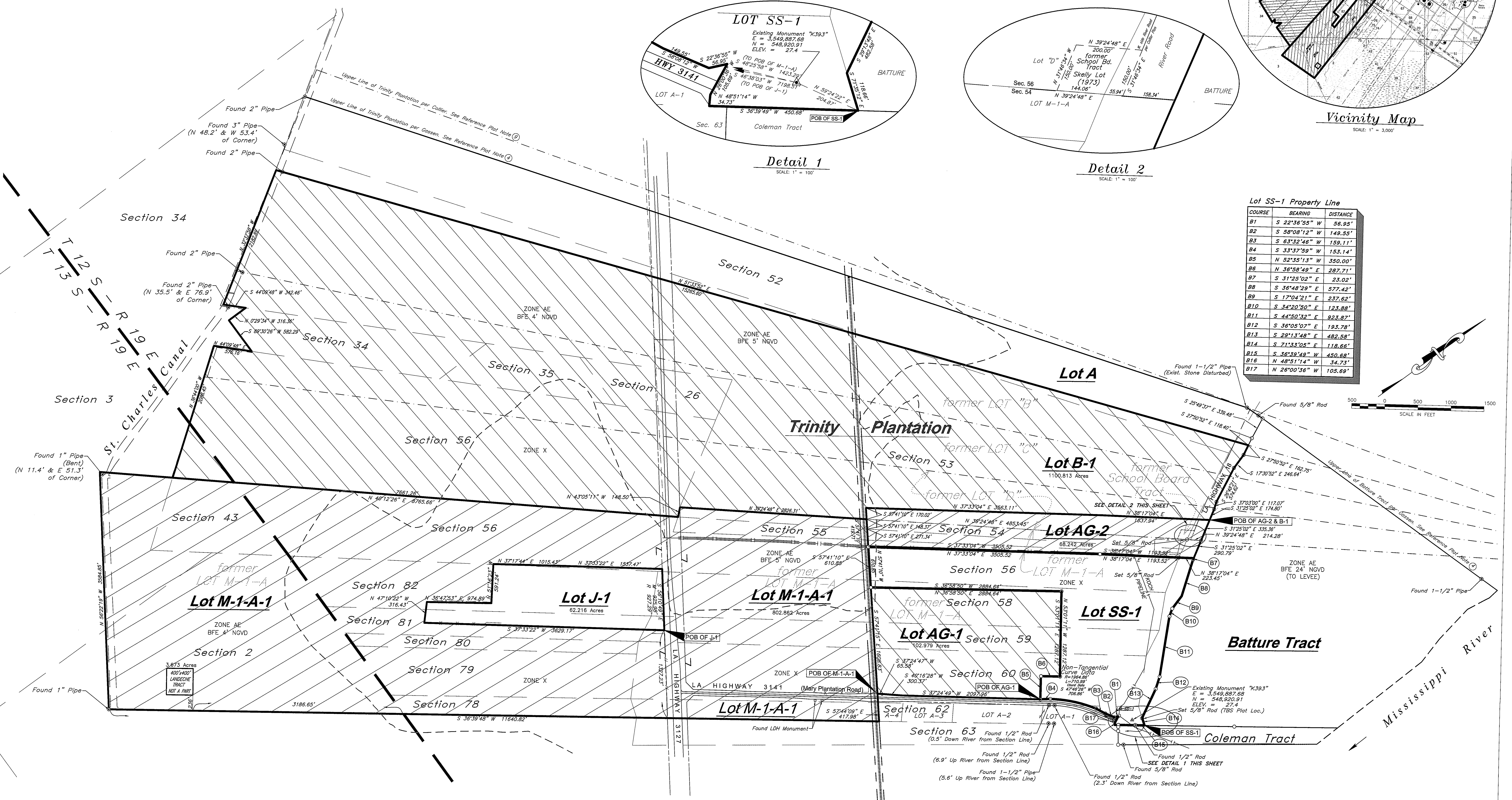
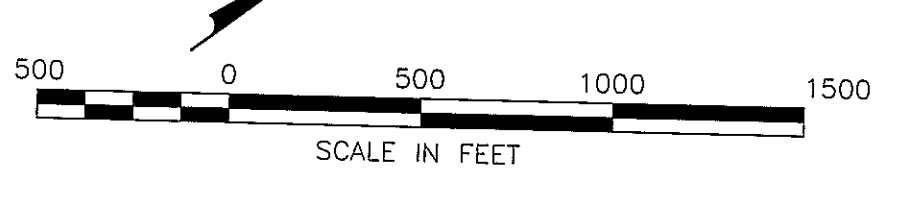
Detail 1
SCALE: 1" = 100'



Detail 2
SCALE: 1" = 100'

Lot SS-1 Property Line

COURSE	BEARING	DISTANCE
B1	S 22°36'58" W	56.95'
B2	S 58°08'12" W	148.55'
B3	S 63°32'48" W	159.11'
B4	S 33°37'59" W	153.14'
B5	N 52°35'13" W	350.00'
B6	N 36°58'49" W	287.71'
B7	S 31°25'02" E	23.02'
B8	S 36°48'29" E	577.42'
B9	S 17°04'21" E	237.62'
B10	S 34°20'50" E	123.88'
B11	S 44°50'32" E	923.87'
B12	S 36°05'07" E	193.78'
B13	S 29°13'48" E	482.58'
B14	S 71°33'05" E	118.66'
B15	S 36°58'48" W	450.68'
B16	N 48°51'14" W	34.73'
B17	N 28°00'36" W	105.69'



APPROVALS:
[Signature] 7/23/14
DIRECTOR, PLANNING AND ZONING DEPT. DATE

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

SUBDIVISION APPROVED BY:
[Signature] 7-16-14 DATE

SUBJECT PROPERTY IS LOCATED WITHIN NATIONAL FLOOD INSURANCE PROGRAM (NFIP) SPECIAL FLOOD HAZARD AREAS (SFHA) DESIGNATED AS: ZONE X, ZONE AE WITH A BASE FLOOD ELEVATION OF 24 FEET NGVD, AE WITH A BASE FLOOD ELEVATION OF 3 FEET NGVD, AE WITH A BASE FLOOD ELEVATION OF 4 FEET NGVD. THOSE AREAS, AS DELINEATED HEREON, WERE PROTRACTED FROM NFIP FLOOD INSURANCE RATE MAPS (FIRM) COMMUNITY NUMBER 220160, PANELS 0500C, 0100C AND 0120C, EACH OF THE PANELS WERE LAST REVISED JUNE 16, 1992.

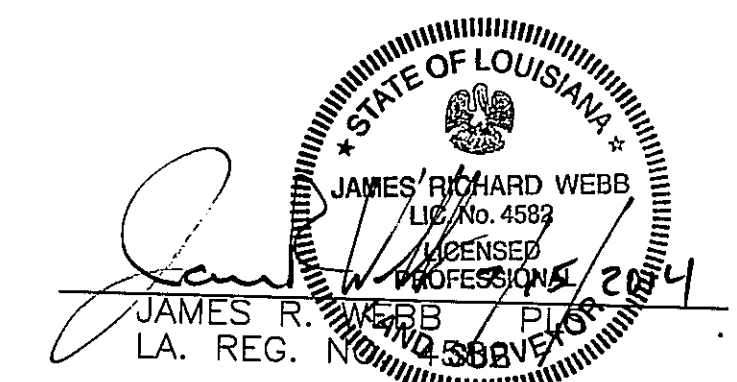
SURVEY CERTIFICATIONS:
THIS SURVEY IS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF LA. REVISED STATUTES 33:505 ET SEQ. AND WITH THE APPLICABLE STANDARDS OF PRACTICE AS STIPULATED IN LOUISIANA PROFESSIONAL AND OCCUPATIONAL STANDARDS. THIS SURVEY MEETS THE REQUIREMENTS OF LOUISIANA ADMINISTRATIVE CODE TITLE 46, PART LXI, §2900. THIS IS A CLASS "A" SURVEY. THIS PLAT REPRESENTS MY SURVEY AS MADE UPON THE GROUND. ALL PROPERTY RELATED RESEARCH WAS PROVIDED BY OTHERS.

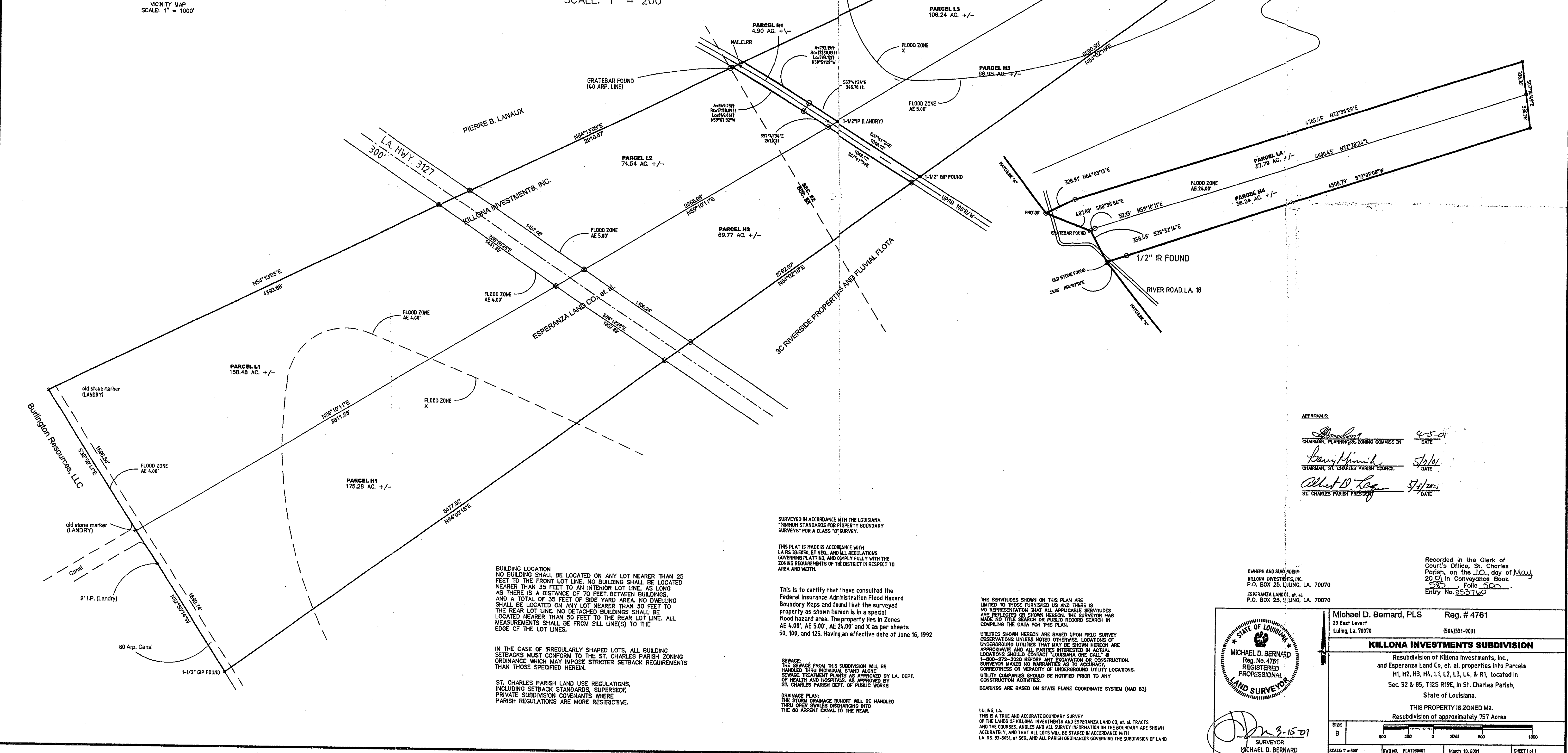
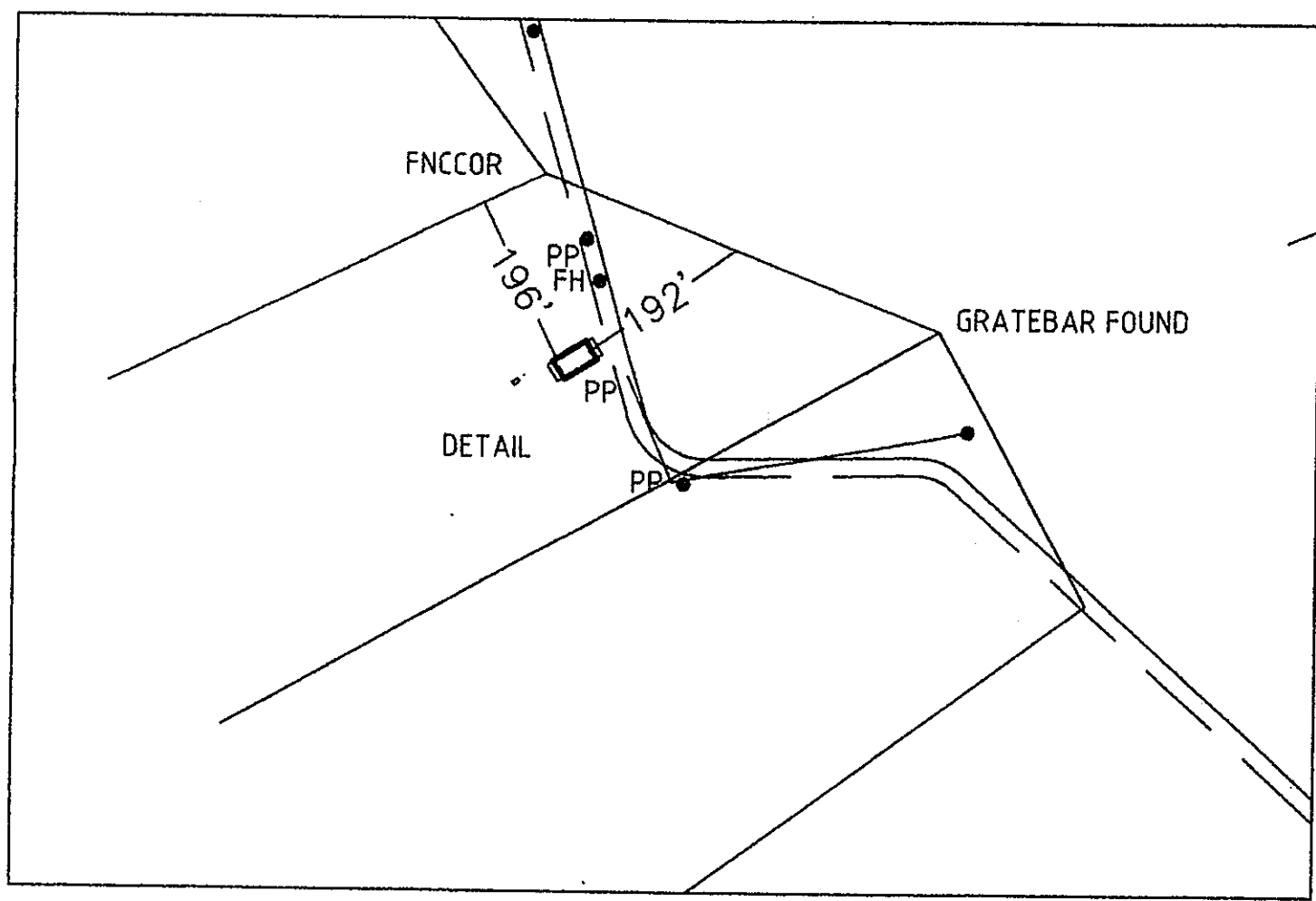
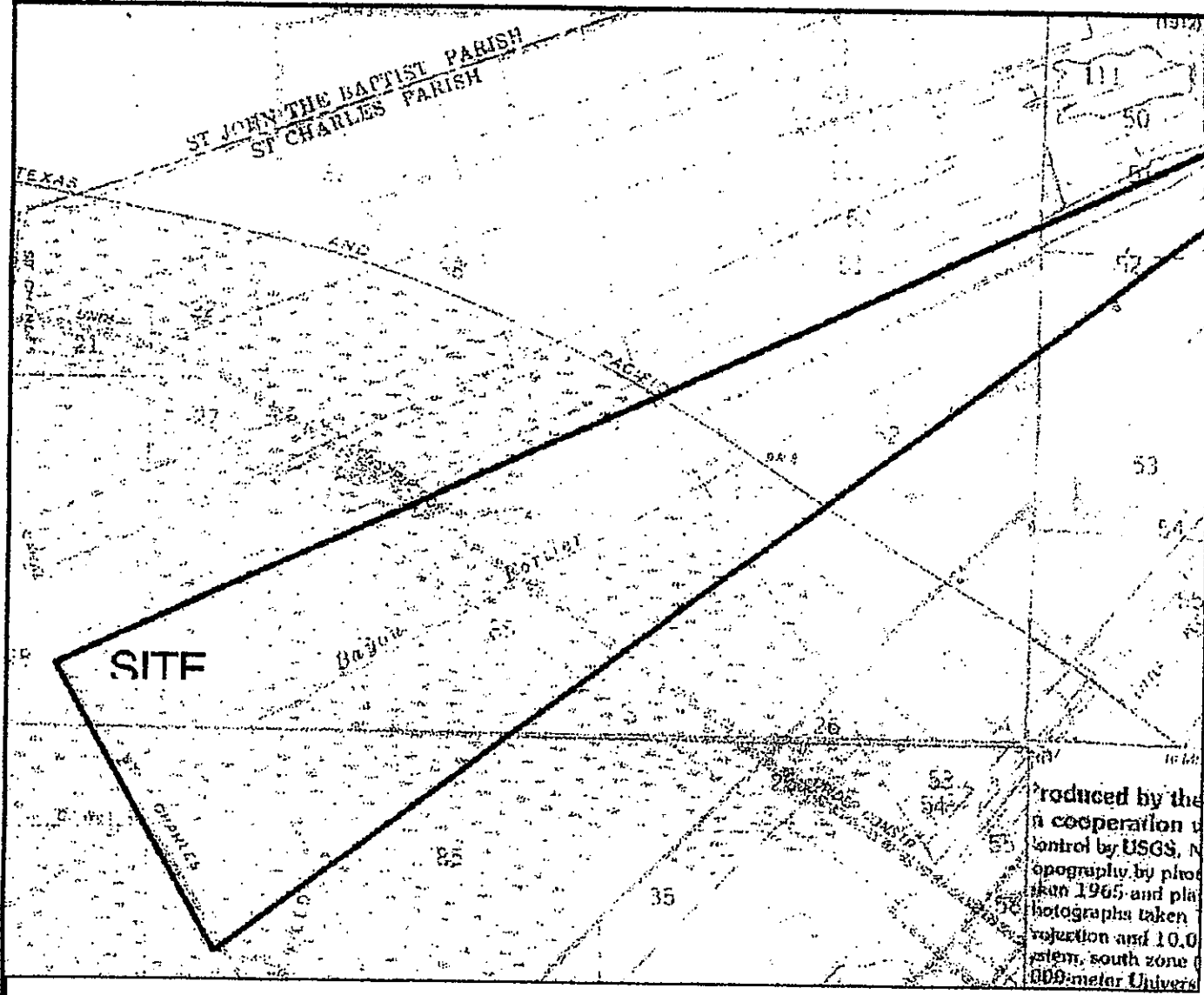
BASIS OF BEARINGS AND REFERENCE PLATS:
1. ALL BEARINGS & DISTANCES SHOWN HEREON ARE BASED ON NAD83 COORDINATE SYSTEM.
2. RESUBDIVISION OF THE CLOATE TRACT AND A PORTION OF MARY PLANTATION INTO LOTS M-1-A-1 AND M-1-1 IN T12S - R19E & T13S - R19E, ST. CHARLES PARISH, LOUISIANA, BY LUCIEN C. GASSEN, DATED MARCH 10, 1999.
3. BOUNDARY SURVEY - SURVEY OF LOT SS-1, LOCATED IN SECTIONS 56, 58, 59, 60 AND 62, T12S-R19E, SOUTHEAST LAND DISTRICT, ST. CHARLES PARISH, LOUISIANA FOR KILLONA ACQUISITIONS, L.L.C. BY T. BAKER SMITH, LAST REVISION DATED 07/07/09.
4. SURVEY OF MARY PLANTATION, PICARD TRACT AND CLOATE TRACT IN T12S - R19E & T13S - R19E & T13S - R19E & T13S - R19E SOUTHEASTERN LAND DISTRICT WEST OF THE MISSISSIPPI RIVER, ST. CHARLES PARISH, LA. BY GOVERNMENT SURVEY OF T12S-R19E DATED MAY, 1829 SIGNED BY PRINCIPAL DEPUTY SURVEYOR (ILLEGIBLE), DONALDSONVILLE, LA. JUNE 1835 WILLIAM (ILLEGIBLE).
5. US GOVERNMENT SURVEY OF T12S-R19E DATED 1ST QUARTER 1849, SIGNED BY SURVEYOR GENERAL (ILLEGIBLE) LANDRY, DONALDSONVILLE, LA. T12S-R19E DATED 1ST QUARTER 1849, SIGNED BY SURVEYOR GENERAL (ILLEGIBLE).
6. US GOVERNMENT SURVEY OF T12S-R19E DATED MARCH, 1850 SIGNED BY SURVEYOR GENERAL (ILLEGIBLE).

LEGEND:
○ FOUND 3/4" PIPE
● FOUND CORNER
— X — FOUND 5/8" ROD
— X — EXISTING BARBED WIRE FENCE
--- SECTION LINE
--- TRACT BOUNDARY LINE
--- LOT LINE BY COLLIER, SEE REF. PLAT ②

PREPARED AT THE REQUEST OF A.M. AGRICEN
Willbros Engineers, LLC
120 MALLARD STREET, ST. ROSE, LOUISIANA 70087
(504) 471-6420

MAP OF RESUBDIVISION LOT M-1-A & TRINITY PLANTATION LOTS B, C, D & FORMER SCHOOL SITE ON TRINITY PLANTATION INTO LOTS B-1, AG-1, AG-2 & M-1-A-1 LOCATED IN SECTIONS 26, 34, 35, 52, 53, 54.





SURVEYED IN ACCORDANCE WITH THE LOUISIANA "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS "10" SURVEY.

THIS PLAN IS MADE IN ACCORDANCE WITH LA RS 33:550, ET SEQ. AND ALL REGULATIONS GOVERNING PLATTING, AND FULLY WITH THE ZONING REQUIREMENTS OF THE DISTRICT IN RESPECT TO AREA AND MDTL.

This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the surveyed property as shown hereon is in a special flood hazard area. The property lies in Zones AE 4.00', AE 5.00', AE 24.00' and X as per sheets 50, 100, and 125. Having an effective date of June 16, 1992

SEWERAGE: THE SEWERAGE FROM THIS SUBDIVISION WILL BE HANDLED THRU INDIVIDUAL STAND ALONE. SOME TREATMENT PLANTS AS APPROVED BY LA. DEPT. OF HEALTH AND HOSPITALS, AS APPROVED BY ST. CHARLES PARISH DEPT. OF PUBLIC WORKS

DRAINAGE PLAN: THE STORM DRAINAGE RUNOFF WILL BE HANDLED THRU OPEN SWALES DISCHARGING INTO THE 80 ARPERT CANAL TO THE REAR.

THE SERVICES SHOWN ON THIS PLAN ARE LIMITED TO THOSE FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVICES ARE REFLECTED OR SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING THE DATA FOR THIS PLAN.

UTILITIES SHOWN HEREON ARE BASED UPON FIELD SURVEY OBSERVATIONS UNLESS NOTED OTHERWISE. LOCATIONS OF UNDERGROUND UTILITIES THAT MAY BE SHOWN HEREON ARE APPROXIMATE AND ALL PARTIES INTERESTED IN ACTUAL LOCATIONS SHOULD CONTACT "LOUISIANA ONE CALL" @ 1-800-372-3220 BEFORE ANY EXCAVATION OR CONSTRUCTION. SURVEYOR MAKES NO WARRANTIES AS TO ACCURACY, CORRECTNESS OR VERACITY OF UNDERGROUND UTILITY LOCATIONS. UTILITY COMPANIES SHOULD BE NOTIFIED PRIOR TO ANY CONSTRUCTION ACTIVITIES.

BEARINGS ARE BASED ON STATE PLANE COORDINATE SYSTEM (NAD 83)

LULING LA. THIS IS A TRUE AND ACCURATE BOUNDARY SURVEY OF THE LANDS OF KILLONA INVESTMENTS AND ESPERANZA LAND CO. et al. TRACTS AND THE COURSES, ANGLES AND ALL SURVEY INFORMATION ON THE BOUNDARY ARE SHOWN ACCURATELY, AND THAT ALL LOTS WILL BE STAKED IN ACCORDANCE WITH LA. RS. 33-5501, et SEQ. AND ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND

APPROVALS:

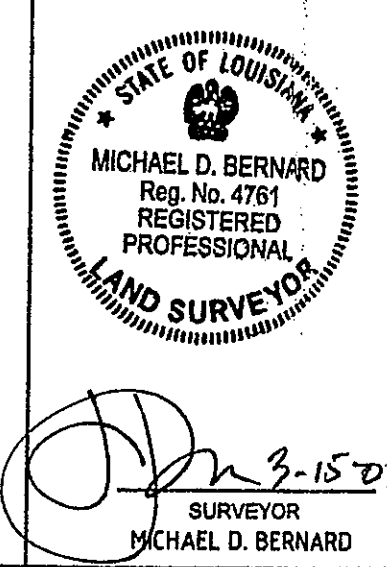
[Signature] 4-5-01
CHAIRMAN, PLANNING AND ZONING COMMISSION DATE

[Signature] 5/1/01
CHAIRMAN, ST. CHARLES PARISH COUNCIL DATE

[Signature] 5/1/01
ST. CHARLES PARISH PRESIDENT DATE

OWNERS AND SURETIES:
KILLONA INVESTMENTS, INC.
P.O. BOX 25, LULING, LA. 70070
ESPERANZA LAND CO., et al.
P.O. BOX 25, LULING, LA. 70070

Recorded in the Clerk of Court's Office, St. Charles Parish, on the 10th day of May 2001 in Conveyance Book 525, Folio 500. Entry No. 252120



Michael D. Bernard, PLS Reg. # 4761
29 East Levert Luling, La. 70070 (504)331-9031

KILLONA INVESTMENTS SUBDIVISION

Resubdivision of Killona Investments, Inc. and Esperanza Land Co. et al. properties into Parcels H1, H2, H3, H4, L1, L2, L3, L4, & R1, located in Sec. 52 & 85, T12S R19E, in St. Charles Parish, State of Louisiana.

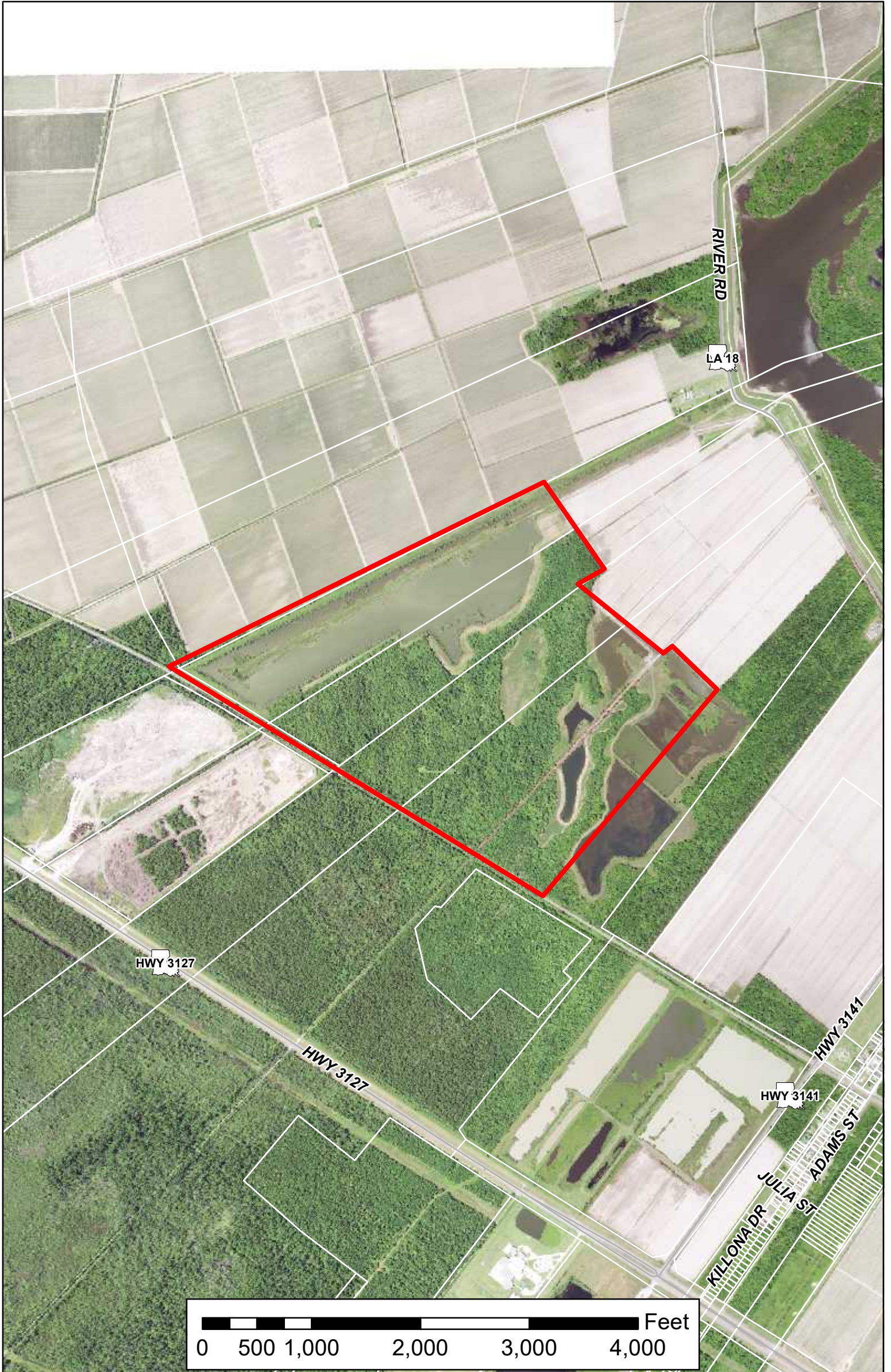
THIS PROPERTY IS ZONED M2.
Resubdivision of approximately 757 Acres

SCALE: 1" = 500'

DWG NO. PLAT199607 March 13, 2001 SHEET 1 of 1

2023-15-R

3 C RIVERSIDE PROPERTIES, LLC; O-L to M-2













2023-15-R

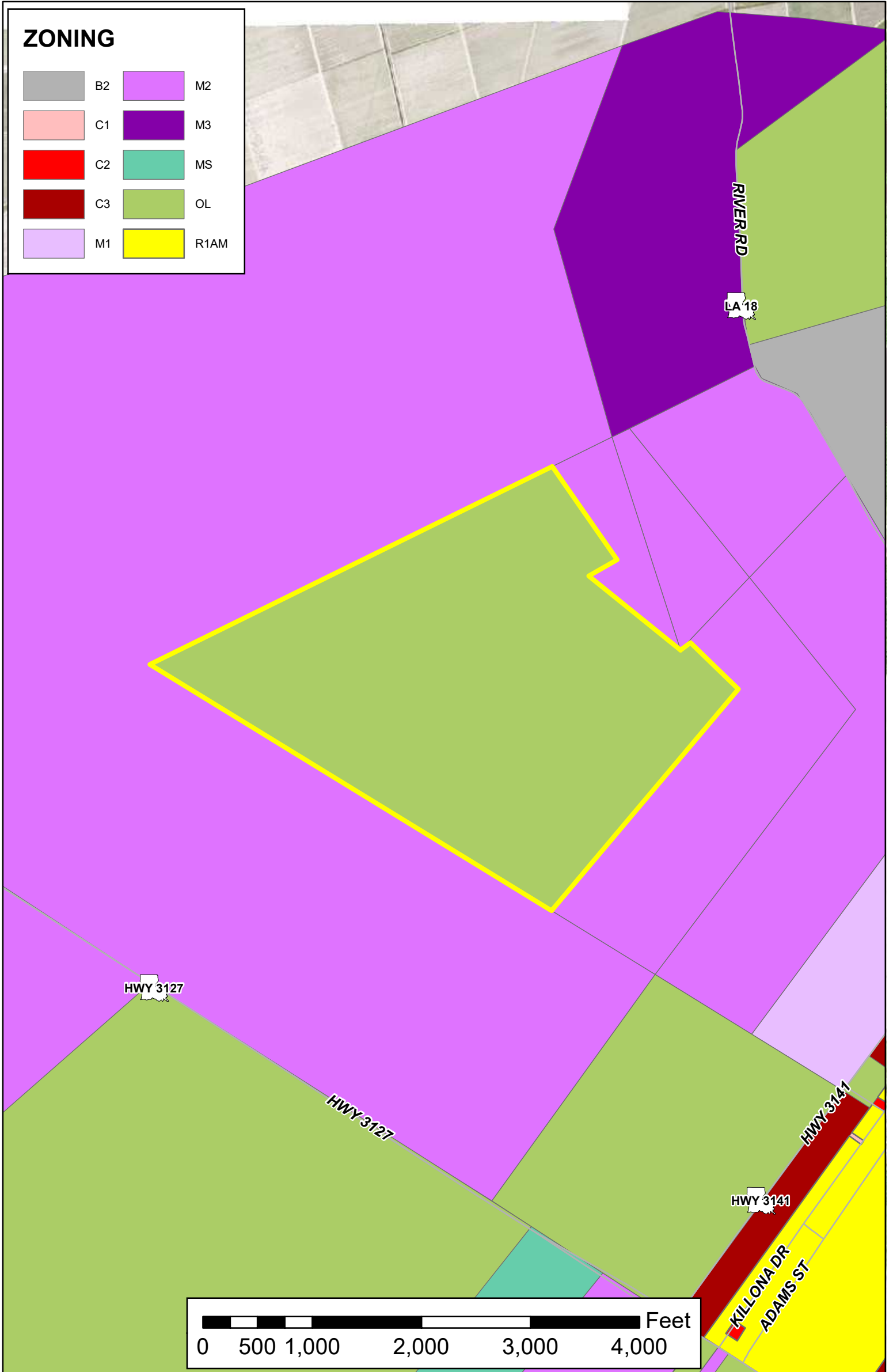
3 C RIVERSIDE PROPERTIES, LLC; O-L to M-2

N



ZONING

	B2		M2
	C1		M3
	C2		MS
	C3		OL
	M1		R1AM



2023-15-R

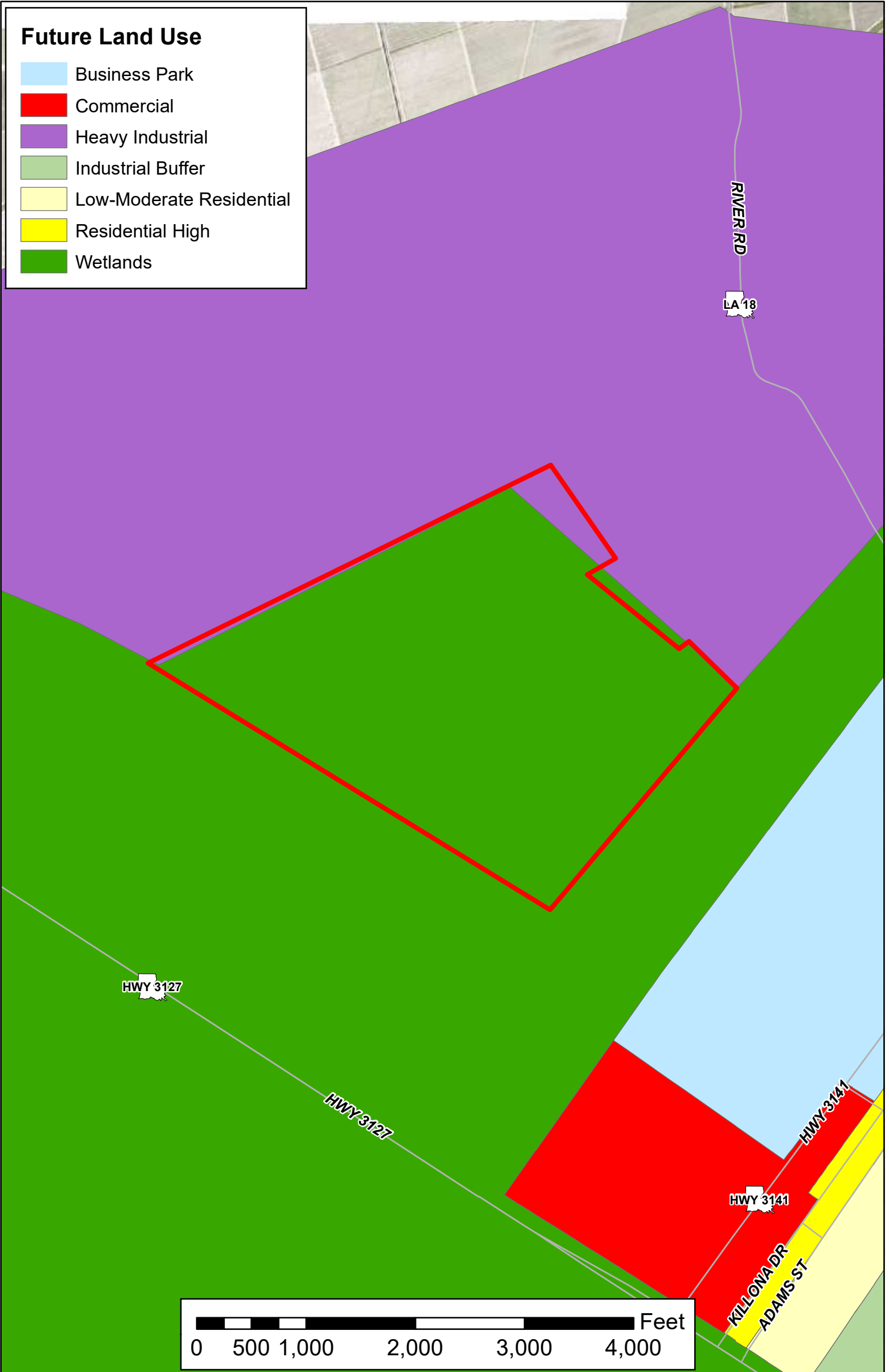
3 C RIVERSIDE PROPERTIES, LLC; O-L to M-2

N



Future Land Use

-  Business Park
-  Commercial
-  Heavy Industrial
-  Industrial Buffer
-  Low-Moderate Residential
-  Residential High
-  Wetlands





St. Charles Parish
Department of Planning & Zoning
 14996 River Rd / P.O. Box 302 • Hahnville, LA 70057
 Phone (985) 783-5060 • Fax (985) 783-6447
 www.stcharlesparish-la.gov

Permit/Case #:	<u>2023-15-R</u>
Receipt #:	<u>12876060</u>
Application Date:	_____
Zoning District:	_____
FLUM Designation:	_____
Date Posted:	_____

**APPLICATION FOR ZONING MAP AMENDMENT
 (CHANGE OF ZONING DISTRICT OR REZONING)**

Fee: \$40 - \$200

Applicant: 3 C Riverside Properties, LLC

Home address: N/A

Mailing address (if different): 1249 Lincoya Drive, Vestavia Hills, AL 352169

Phone #: 901-848-7941 Email: rcoleman3c@gmail.com

Property owner: 3C Riverside Properties, LLC

Municipal address of property: None

Lot, block, subdivision: Sections 52-56, T12S, R19E

Change of zoning district from: OL to: M-2

Future Land Use designation of the property: Wetlands though not delineated by U.S. Corp of Engineers as wetlands (A fact sheet on Future Land Use designations is available at the Planning and Zoning Department).

Your written responses below will be forwarded to the Planning and Zoning Commission and Parish Council to help them make a determination on the merits of your request.

Describe how you plan to use the property if the rezoning is granted: The property will be marketed for industrial uses and developments in the same manner as the abutting property currently zoned M-2 pursuant to the same comprehensive development strategy being pursued before the property was rezoned to OL.

What types of activities occur on adjacent properties today? How is your proposed use compatible with the neighborhood? The adjacent properties are currently vacant but are currently being marketed for industrial developments permitted within a M-2 zoning classification; which will be compatible with the intended development of the subject property.

Is there something about the property or the surrounding neighborhood that make the rezoning necessary? The property was only zoned OL to permit mining of fill material for levee restoration projects. As these projects have all been completed, the property needs to be rezoned M-2 to remain compatible with the adjoining zoning classification of M-2.

How does your proposed use of the property comply with the Future Land Use designation for the property? While the Future Land Use Plan designates the property as wetlands, page 47 of the plan states Killona is anticipated to be primarily heavy industrial with some commercial and institutional land uses in the future.

If the property is rezoned, but your project does not develop, explain how other uses allowed in the new zoning district are compatible with the existing neighborhood? A list of allowed uses is available at the Planning and Zoning Department. Because the adjoining property is currently zoned M-2, if the subject property is rezoned M-2, all future development on the subject property will be compatible with the zoning classification of the adjoining properties.



St. Charles Parish

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

Legislation Details

File #: 2023-0302 **Version:** 1 **Name:** Exchange of property located at the Bayou Gauche Park with the Bayou Gauche Fire Department

Type: Ordinance **Status:** Public Hearing

File created: 11/6/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors: Matthew Jewell, Department of Legal Services

Indexes:

Code sections:

Attachments: [2023-0302 2023 10 17 Act of Exchange](#)
[2023-0302 2023 10 17 Portions Swapped Sketch](#)
[2023-0302 2023 08 31 Resubdivision Survey](#)

Date	Ver.	Action By	Action	Result
11/6/2023	1	Parish Council	Publish/Scheduled for Public Hearing	
11/6/2023	1	Parish President	Introduced	

ACT OF EXCHANGE

UNITED STATES OF AMERICA

BETWEEN ST. CHARLES PARISH

STATE OF LOUISIANA

AND

PARISH OF ST. CHARLES

BAYOU GAUCHE FIRE DEPARTMENT

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

ST. CHARLES PARISH

BY: _____
MATTHEW JEWELL
PARISH PRESIDENT

BAYOU GAUCHE FIRE
DEPARTMENT

BY: _____

NOTARY PUBLIC

ATTACHMENT A TO THE ACT OF EXCHANGE

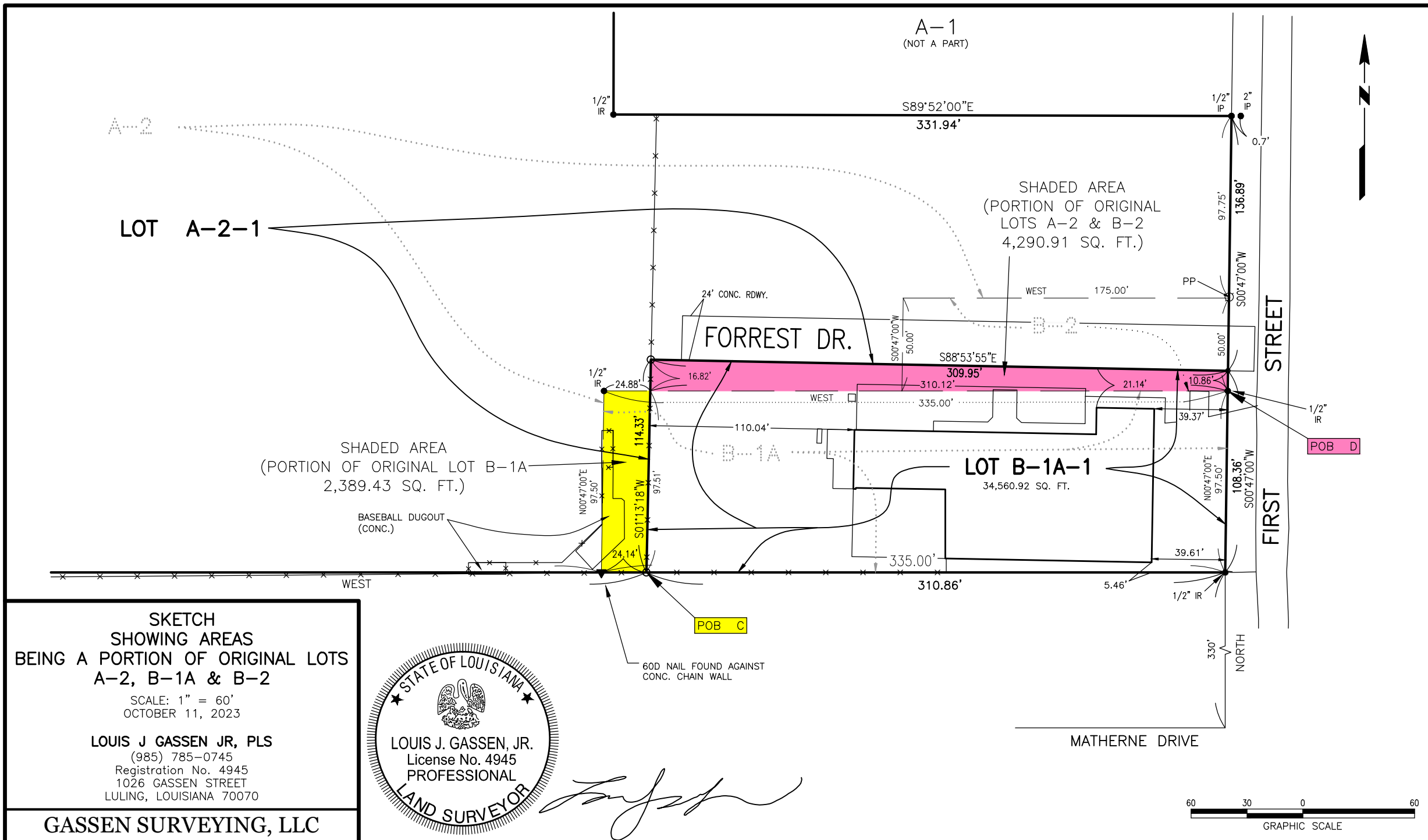
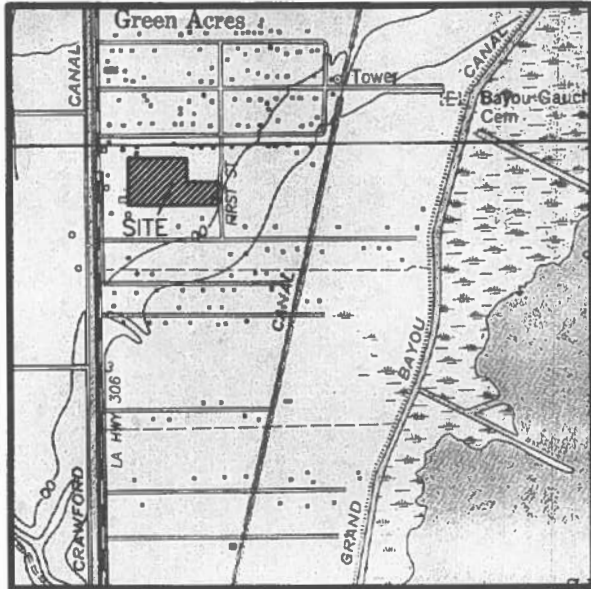


EXHIBIT B



VICINITY MAP
SCALE: 1" = 2000'

APPROVALS:

St. Charles Parish Director of Planning & Zoning

DATE

Parish President

DATE

RECORDED IN THE CLERK OF COURT'S OFFICE,

ST. CHARLES PARISH, LOUISIANA

ON THE ____ DAY OF _____ 20 ____.

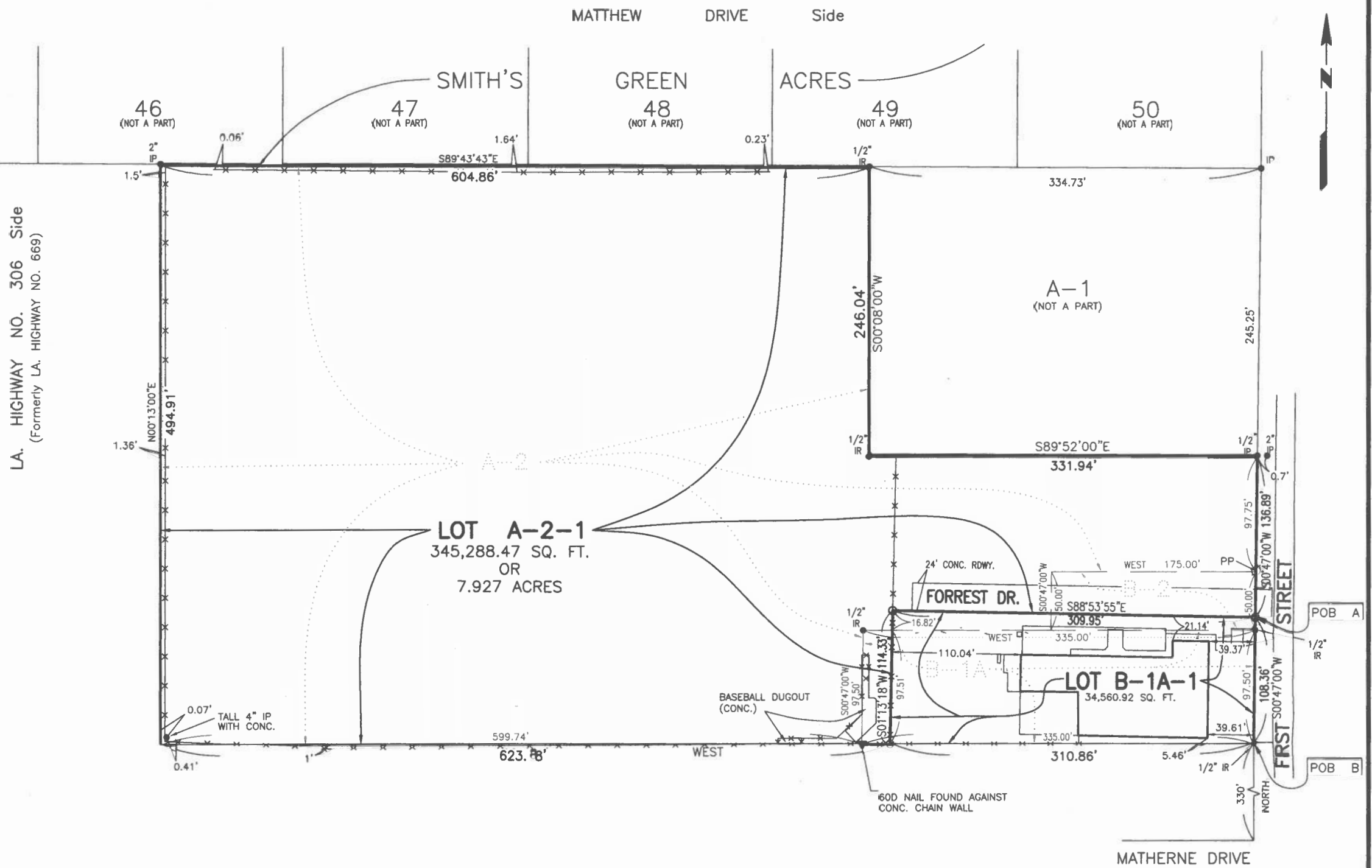
INSTRUMENT NUMBER _____

REFERENCE PLANS:

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

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

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



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

LEGEND

- = FOUND
- = 1/2" IRON ROD SET
- ▼ = 60d NAIL FOUND
- ▽ = 60d NAIL SET
- IP = IRON PIPE
- IR = IRON ROD
- = FENCE

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

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

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

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



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

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

GASSEN SURVEYING, LLC



St. Charles Parish

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

Legislation Details

File #: 2023-0318 **Version:** 1 **Name:** Rescind Ord. No. 90-12-16, approved & authorized the adjust. of annual compensation of the Parish President of SCP, and Ord. No. 98-11-1, approved & authorized the adjust. of annual compensation of the members of the SCP Council effective January 10, 2000

Type: Ordinance **Status:** Public Hearing

File created: 11/20/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors: Holly Fonseca, Beth A. Billings, La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs, Bob Fisher

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/20/2023	1	Parish Council		
11/20/2023	1	Council Member(s)	Introduced	



St. Charles Parish

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

Legislation Details

File #: 2023-0319 **Version:** 1 **Name:** Amendment No. 1 to Ordinance No. 22-4-2 which approved a Professional Services Agreement with Stuart Consulting Group, Inc., for the Ormond Center Drainage Improvements (Project No. P190505)

Type: Ordinance **Status:** Public Hearing

File created: 11/20/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors: Matthew Jewell, Department of Public Works

Indexes:

Code sections:

Attachments: [2023-0319 190505 - Amendment No. 1 - Edits](#)
[2023-0319 Attachment C-1](#)
[2023-0319 2023-10-05 Corp Resolution Contracts](#)

Date	Ver.	Action By	Action	Result
11/20/2023	1	Parish Council		
11/20/2023	1	Parish President	Introduced	

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

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

BY AND BETWEEN:

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

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

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

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

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

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

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

ATTACHMENT “A” PROJECT SCOPE

Add the verbiage below to the existing Attachment “A”.

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

ATTACHMENT "C" PROJECT COMPENSATION

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

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

Witnesses:

ST. CHARLES PARISH

By: _____
Matthew Jewell
Parish President

Date: _____

STUART CONSULTING GROUP, INC.

By: _____
Thomas J. Martin, Jr., P.E.
President/Director

Date: _____

**ATTACHMENT “C”
PROJECT COMPENSATION**

ORMOND CENTER DRAINAGE IMPROVEMENTS
Project No. (P190505)

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

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

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

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

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

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

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

Attachment C-1

Stuart Consulting Group, Inc.

Standard Rates (2021)

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

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

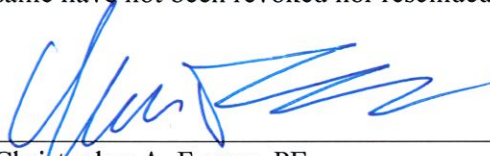
EXCERPT from the Minutes of the Board of Directors Meeting of Stuart Consulting Group, Inc.

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

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

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

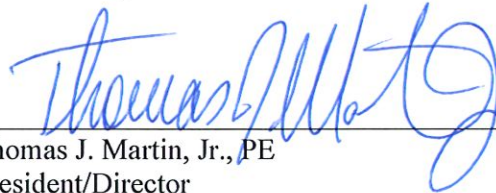
I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors for said Corporation and the same have not been revoked nor rescinded.



Christopher A. Fenner, PE
Vice President/Secretary

Date: October 5, 2023

Witnessed by:



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

Date: October 5, 2023



St. Charles Parish

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

Legislation Details

File #: 2023-0323 **Version:** 1 **Name:** Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for the Crescent Engineering Boundary Surveys Master Contract (Project No. P231101)

Type: Ordinance **Status:** Public Hearing

File created: 11/20/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors: Matthew Jewell, Department of Public Works

Indexes:

Code sections:

Attachments: [2023-0323 Crescent Enineering Boundary Surveys Professional Services Contract Attachments](#)
[2023-0323 P231101 Attachment C-1](#)
[2023-0323 Crescent Engineering Corporate Resolution](#)

Date	Ver.	Action By	Action	Result
11/20/2023	1	Parish Council		
11/20/2023	1	Parish President	Introduced	

PROFESSIONAL SERVICES AGREEMENT

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

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

CRESCENT ENGINEERING BOUNDARY SURVEYS MASTER CONTRACT
Project No. P231101

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

3.0 SERVICES OF CONSULTANT

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

4.0 OWNERSHIP OF DOCUMENTS

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

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

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

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

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

12.0 INSURANCE

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

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

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

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

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

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

WITNESSES:

ST. CHARLES PARISH

By: Matthew Jewell
Parish President

Date:

WITNESSES:

CRESCENT ENGINEERING &
MAPPING, LLC

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

Date:

**ATTACHMENT “A”
PROJECT SCOPE**

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

The Scope of Work is as follows:

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

PROPERTY SURVEYS

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

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

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

RIGHT OF WAY/ SERVITUDE MAPS

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

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

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

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

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

TITLE TAKE OFF

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

TITLE REPORTS/ ABSTRACTS

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

**ATTACHMENT “B”
PROJECT SCHEDULE**

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

PROJECT SCHEDULE

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

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

Time for Completion

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

**ATTACHMENT “C”
PROJECT COMPENSATION**

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

PROJECT COST

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

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

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

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

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



P.O. Box 370
Vacherie, LA 70090

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

LABOR AND EQUIPMENT FEE SCHEDULE

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

PROFESSIONAL STAFF:

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

FIELD STAFF:

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

EQUIPMENT*:

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

MATERIALS/MISC:

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

MATERIALS/MISC. (CONTINUED):

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

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

Terms and Conditions

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

CORPORATE RESOLUTION

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

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



Dennis M. Hymel, Jr.

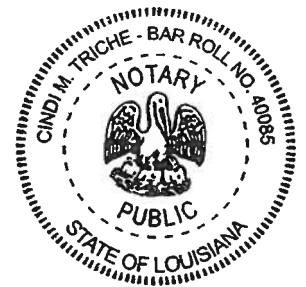
Manager/Member

Crescent Engineering & Mapping, LLC

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



Cindi M. Triche
Notary Public
Commission expires at death.



NOTARY DISCLAIMER

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



St. Charles Parish

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

Legislation Details

File #: 2023-0324 **Version:** 1 **Name:** Agreement for Adjudicated and/or Land Banked Property Sale Services w/ Archon Information Systems, L.L.C. d/b/a Civic Source to provide marketing services and to conduct multi-property real estate auctions of adjudicated properties

Type: Ordinance **Status:** Public Hearing

File created: 11/20/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors: Matthew Jewell, Department of Legal Services

Indexes:

Code sections:

Attachments: [2023-0324 St. Charles Parish-CivicSource Professional Service Agreement_11.14.23](#)

Date	Ver.	Action By	Action	Result
11/20/2023	1	Parish Council		
11/20/2023	1	Parish President	Introduced	

PROFESSIONAL SERVICE AGREEMENT

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

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

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

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

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

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

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

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

ST. CHARLES PARISH GOVERNMENT

CIVICSOURCE®

Name: Matthew Jewell
Title: Parish President
Date:

Name: Bryan Barrios
Title: Chief Executive Officer
Date:

ADJUDICATED PROPERTY SERVICE AND COST SCHEDULE

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

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

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

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

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



St. Charles Parish

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

Legislation Details

File #: 2023-0325 **Version:** 1 **Name:** C.O. No.1 for the Ama Drainage Improvements Rebid, Project No. P150801-2

Type: Ordinance **Status:** Public Hearing

File created: 11/20/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors: Matthew Jewell, Department of Public Works

Indexes:

Code sections:

Attachments: [2023-0325 Change Order with exhibits](#)
[2023-0325 Certificate if Final Acceptance](#)

Date	Ver.	Action By	Action	Result
11/20/2023	1	Parish Council		
11/20/2023	1	Parish President	Introduced	

SECTION 00806

CHANGE ORDER

No. 1 and Final

DATE OF ISSUANCE October 23, 2023

EFFECTIVE DATE _____

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

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

Description:

1. Delete the Following Work Items:

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

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

2. Add the Following Work Items:

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

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

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

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

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

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

3. Revise Work Item Quantities

N/A

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

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

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

RECOMMENDED:

By: 
ENGINEER (Authorized Signature)

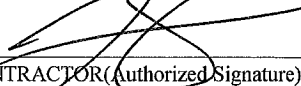
Date: 11/17/23

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: 
CONTRACTOR (Authorized Signature)

Date: 11/17/23

EXHIBIT A

Pam McNulty

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

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

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

Hi Corey,

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

Best regards,

Phoebe

FRILOT | LLC

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

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

Corey,

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

Best regards,

Phoebe

FRILLOT | **LLC**

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

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

FOR SETTLEMENT PURPOSES ONLY

Dear Mrs. Hathorn:

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

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

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

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

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

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

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

Thanks,

Sincerely,

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



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EXHIBIT B

Marco Juarez

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

Marco,

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

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

Please call with any questions.

Thanks

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

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

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

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

Taylor,

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

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

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



Civil & Environmental Consulting Engineers

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

14433 River Road

Hahnville, LA 70057

www.hebertengineering.com

phone: (985) 785-2380

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Thank you.

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

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

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

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

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

Marco,

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

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

Thanks,

TAYLOR ROY

ESTIMATOR@COUVILLIONGRP.COM

M 504 / 427 / 4396

COUVILLION

371 WALKER ROAD

PO BOX 344

BELLE CHASSE LA 70037

T 504 / 656 / 8234

F 504 / 656 / 8235

WWW.COUVILLIONGRP.COM



MEEVER USA

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

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

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

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

Material origin Foreign

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

Material specification Hot rolled sheet piles in ASTM A572 GR60

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

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

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

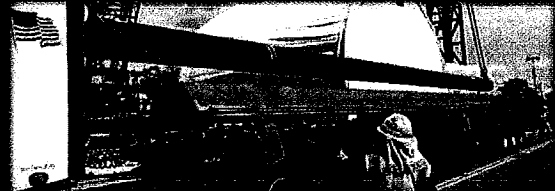
Sales contact(s) **Ronnie Hoefeld - 866-313-8770**
Call us at any time if you have questions or if you are looking for alternate options.

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Temporary Support of Excavation?

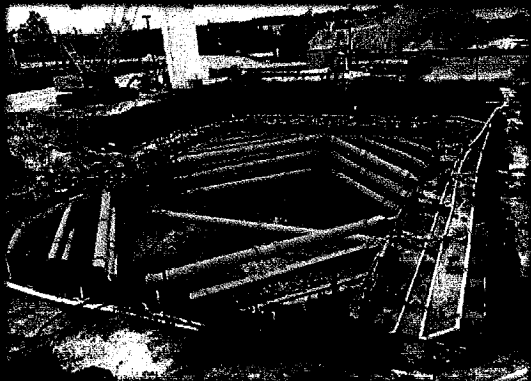
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Meever's patented Modular Bracing System

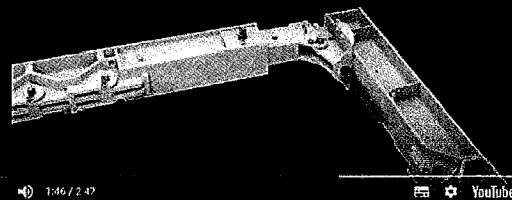
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- ☺ Free Engineering Support
- ☺ No installation experience required
- ☺ External removable hydraulics create a static system
- ☺ Save up to 70% on installation and removal time



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I www.meeverusa.com

MEEVER USA INC - GENERAL TERMS AND CONDITIONS

1. **Prior Sale, Availability** --- All material is offered subject to prior sale and /or availability of current materials and Seller shall have no liability whatsoever from a failure to provide goods because of prior sale or unavailability of materials.

2. **Prices** --- Unless otherwise specified herein, prices noted on the face of this document are firm for seven (7) days; subject, however, to the provision that, if, before shipment of this order, Seller should receive increases from its manufacturers or suppliers, the right is reserved to adjust the above price to those in effect at time of shipment without notice .

3. **Delays** --- Seller shall not be responsible for any failure or delay in delivery due to Acts of God, fires, floods, labor troubles, storms or any other weather condition or Perils of the Sea, whether or not due to fault of the Seller, breakdowns, delay of carriers, material delay, total or partial failure for any reason of the usual sources of supply or transportation, requirements or request of any government or subdivision thereof, or any similar or dissimilar cause beyond the Seller's direct control. In the event of inability of the Seller, for any cause beyond Seller's control, to supply the total demands for any materials specified in this order, Seller may allocate its available supply among any or all Buyers on such basis as Seller at its sole discretion may decide without liability for any failure to perform the contract which may be of consequence thereof. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER RESULTING FROM ANY FAILURE OR DELAY IN DELIVERY WHETHER FROM CAUSES BEYOND SELLER'S CONTROL OR NOT.

4. **Payments and Credit** --- Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's credit department. Invoices submitted by Seller under this order are payable at par in legal tender of the United States of America in the city designated in the remittance address , upon the payment terms and in the amounts set forth hereon. Discount is applicable only to the amount shown on the face of the invoice as "Discount Amount". Whenever reasonable grounds for insecurity should arise with respect to due performance by the Buyer, Seller may demand different terms of payment from those specified on the face of this order and may demand satisfactory security for the performance of Buyer obligation . Any such demand shall be in writing and Seller may, upon making such demand, suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment , or fails or refuses to give adequate security for due performance, Seller may at its option treat such failure or refusal as a repudiation of a portion of order which has not been fully performed or may resume shipments under reservation of possession or of a security interest and may demand payment against tender of documents of title. AS LIQUIDATED DAMAGES AND NOT AS A PENALTY BUYER SHALL BE OBLIGATED TO PAY on ALL ACCOUNTS NOT PAID ON THE DUE DATE THEREOF, THE LOWER OF (I) 2.0% PER MONTH ON THE OUTSTANDING ACCOUNT BALANCE OR (II) THE HIGHEST RATE PERMITTED BY LAW TOGETHER WITH ALL ATTORNEY'S FEES INCURRED BY SELLER TO COLLECT ANY DELINQUENT ACCOUNTS. Buyer agrees that notwithstanding any endorsements or legend appearing on Buyer's checks, drafts or other orders for payment of money they do not, solely because of such endorsement of legend or otherwise, constitute payment in full or settlement of the account. No failure of the Seller to exercise any right accruing from any default of the Buyer shall impair Seller's right in case of any subsequent default of the Buyer. Materials are invoiced upon delivery or at time of material readiness for shipment to the delivery destination, whichever comes first.

5. **Standard Tolerances** --- Except in particulars specified by the Buyer expressly agreed to in writing by Seller, the materials furnished hereunder are produced in accordance with standard manufacturing practices at the country of origin. All materials are subject to material tolerances and variations consistent with normal manufacturing practice with respect to dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface and internal conditions and in quality, to deviations in tolerances and variations consistent with practical testing and inspection methods and to regular practices of Seller's suppliers of over and under shipments. The Seller is not responsible for any deterioration in quality which may result from processing operations or improper use by the Buyer.

6. **Changes** --- Order or specifications may not be cancelled or changed except upon terms that will indemnify the Seller against all loss. Postponement of delivery at Buyer's request, if for a period of more than thirty days, will not be made without Seller's approval first being obtained. Seller assumes no responsibility for any changes in specifications unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes .



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

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

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

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

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

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

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



MEEVER USA

MAILING ADDRESS

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

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

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

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

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

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

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

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

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

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

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



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ORDER CONFIRMATION / ORDER ACKNOWLEDGEMENT

Customer "Buyer":	Couvillion Group	Project name:	Ama Drainage Improvements Parish Project No. P150801-2	
Billing address:	371 Walker Rd. PO Box 344 Belle Chasse, LA 70037	Delivery address:	Bernard Ave; Ama, LA 70031	
Attn:	Taylor Roy	Date:	12/21/2021	
Office/cell phone	504-656-8234	Payment terms:	Net 30 after delivery date - subject to credit	
Email address:	estimator@couvilliongrp.com	Estim. Delivery time:	1-Feb after receipt of signed confirmation form.	
Invoice to be sent by:	E-mail	Delivery terms:	CPT JOBSITE	Acc. Incoterms 2010

Item	Product description	Quantity	Unit length	Wall length	Weight per LF	Total weight	Unit Price	Total Price	
1	ESZ 19-700	13.5 pairs	55.0 ft	62.0 LF	108.60 lbs	80,636 lbs	\$0.90 per lb	\$72,571.95	
2	ESZ 19-700	30.5 pairs	60.0 ft	140.1 LF	108.60 lbs	198,738 lbs	\$0.90 per lb	\$178,864.20	
3	Corner Pieces (LV-20)	6 pcs	55.0 ft				\$75.00 per LF	\$24,750.00	
4	Corner Pieces (VTS)	2 pcs	55.0 ft				\$75.00 per LF	\$8,250.00	
5	16 mils DFT CTE Coating - Both Sides	10595.2 sqft	top 20 ft				\$2.90 per sqft	\$30,726.08	
6	Freight charge - to the jobsite	7 trucks					\$3,500.00 per load	\$24,500.00	
7								Sub Total:	\$339,662.23
8								Sales Tax:	\$29,782.83
9								Total Price:	\$369,445.06

Payment guarantee information***

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

Project Owner Information***

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

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

Authorized Representative for Buyer: _____
 Print Name and sign: _____
 Date: _____
 Buyer PO / Ref. #: _____
 Buyer's Billing Contact Name and email: _____

Authorized Representative for: **Meever USA, Inc.**
 Print Name and sign: _____
 Date: _____
 Meever PO / Ref. #: _____

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



MEEVER USA INC - GENERAL TERMS AND CONDITIONS

1. Prior Sale, Availability — All material is offered subject to prior sale and /or availability of current materials and Seller shall have no liability whatsoever from a failure to provide goods because of prior sale or unavailability of materials.

2. Prices — Unless otherwise specified herein, prices noted on the face of this document are firm for seven (7) days; subject, however, to the provision that, if, before shipment of this order, Seller should receive increases from its manufacturers or suppliers, the right is reserved to adjust the above price to those in effect at time of shipment without notice .

3. Delays — Seller shall not be responsible for any failure or delay in delivery due to Acts of God, fires, floods, labor troubles, storms or any other weather condition or Perils of the Sea, whether or not due to fault of the Seller, breakdowns, delay of carriers, material delay, total or partial failure for any reason of the usual sources of supply or transportation, requirements or request of any government or subdivision thereof, or any similar or dissimilar cause beyond the Seller's direct control. In the event of inability of the Seller, for any cause beyond Seller's control, to supply the total demands for any materials specified in this order, Seller may allocate its available supply among any or all Buyers on such basis as Seller at its sole discretion may decide without liability for any failure to perform the contract which may be of consequence thereof. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER RESULTING FROM ANY FAILURE OR DELAY IN DELIVERY WHETHER FROM CAUSES BEYOND SELLER'S CONTROL OR NOT.

4. Payments and Credit — Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's credit department. Invoices submitted by Seller under this order are payable at par in legal tender of the United States of America in the city designated in the remittance address , upon the payment terms and in the amounts set forth hereon. Discount is applicable only to the amount shown on the face of the invoice as "Discount Amount". Whenever reasonable grounds for insecurity should arise with respect to due performance by the Buyer, Seller may demand different terms of payment from those specified on the face of this order and may demand satisfactory security for the performance of Buyer obligation . Any such demand shall be in writing and Seller may, upon making such demand, suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment , or fails or refuses to give adequate security for due performance, Seller may at its option treat such failure or refusal as a repudiation of a portion of order which has not been fully performed or may resume shipments under reservation of possession or of a security interest and may demand payment against tender of documents of title. AS LIQUIDATED DAMAGES AND NOT AS A PENALTY BUYER SHALL BE OBLIGATED TO PAY ON ALL ACCOUNTS NOT PAID ON THE DUE DATE THEREOF, THE LOWER OF (I) 2.0% PER MONTH ON THE OUTSTANDING ACCOUNT BALANCE OR (II) THE HIGHEST RATE PERMITTED BY LAW TOGETHER WITH ALL ATTORNEY'S FEES INCURRED BY SELLER TO COLLECT ANY DELINQUENT ACCOUNTS. Buyer agrees that notwithstanding any endorsements or legend appearing on Buyer's checks, drafts or other orders for payment of money they do not, solely because of such endorsement of legend or otherwise, constitute payment in full or settlement of the account. No failure of the Seller to exercise any right accruing from any default of the Buyer shall impair Seller's right in case of any subsequent default of the Buyer. Materials are invoiced upon delivery or at time of material readiness for shipment to the delivery destination, whichever comes first.

5. Standard Tolerances — Except in particulars specified by the Buyer expressly agreed to in writing by Seller, the materials furnished hereunder are produced in accordance with standard manufacturing practices at the country of origin. All materials are subject to material tolerances and variations consistent with normal manufacturing practice with respect to dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface and internal conditions and in quality, to deviations in tolerances and variations consistent with practical testing and inspection methods and to regular practices of Seller's suppliers of over and under shipments. The Seller is not responsible for any deterioration in quality which may result from processing operations or improper use by the Buyer.

6. Changes — Order or specifications may not be cancelled or changed except upon terms that will indemnify the Seller against all loss. Postponement of delivery at Buyer's request, if for a period of more than thirty days, will not be made without Seller's approval first being obtained. Seller assumes no responsibility for any changes in specifications unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes .



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

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

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

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

SECTION 00809

CERTIFICATE OF FINAL ACCEPTANCE

No. 1

DATE OF ISSUANCE November 8, 2023 EFFECTIVE DATE September 21, 2023
Owner: St. Charles Parish Department of Public Works
Contractor: Couvillion Group, LLC
Contract: Ama Drainage Improvements Rebid
Project: Ama Drainage Improvements Rebid
Owner's Contract No.: P150801-2 Engineer's Contract No.: _____
ENGINEER: Civil & Environmental Consulting Engineers

This Certificate of Final Acceptance applies to:

All Work

The following specified portions of the Work:

September 21, 2023

Date of Final Acceptance

The work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be complete. The Date of Final Acceptance of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract. The date of Final Acceptance in the Certificate of Final Acceptance marks the completion of the contractual correction period (punch list).

Final acceptance will be based upon satisfactory completion of all Work in accordance to the Contract Documents.

Executed by Engineer:	Authorization and Accepted By:	Accepted:
By: <u>Danny J. Hebert</u> (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>President</u>	Title: _____	Title: <u>SR. PROJECT MANAGER</u>
Date: <u>11/9/2023</u>	Date: _____	Date: <u>11/9/23</u>

END OF SECTION



St. Charles Parish

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

Legislation Details

File #: 2023-0326 **Version:** 1 **Name:** CEA with Bunge Chevron AG Renewables, LLC relative to the design, development, construction, expansion and/or extension of Noel Street from Lorraine Street to Jonathan Street (the "Project")

Type: Ordinance **Status:** Public Hearing

File created: 11/20/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors: Matthew Jewell, Department of Planning & Zoning

Indexes:

Code sections:

Attachments: [2023-0326 Cooperative Endeavor Agreement 11.20.23.2](#)

Date	Ver.	Action By	Action	Result
11/20/2023	1	Parish Council		
11/20/2023	1	Parish President	Introduced	

COOPERATIVE ENDEAVOR AGREEMENT

between

BUNGE CHEVRON AG RENEWABLES LLC

and

PARISH OF ST. CHARLES,
STATE OF LOUISIANA

Dated as of

_____, 2023

COOPERATIVE ENDEAVOR AGREEMENT

This COOPERATIVE ENDEAVOR AGREEMENT (this “*Agreement*”) is dated as of _____, 2023 by and between BUNGE CHEVRON AG RENEWABLES LLC, a Delaware limited liability company authorized to and doing business in the State of Louisiana (the “*Corporation*”) and the PARISH OF ST. CHARLES, State of Louisiana (the “*Parish*”), a political subdivision of the State of Louisiana (the “*State*”). The Corporation and the Parish are sometimes hereinafter referred to individually as a “*Party*” and together as the “*Parties*.”

RECITALS

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended, (the “*Constitution*”) provides that for a public purpose, political subdivisions may engage in cooperative endeavors with each other and with private associations, corporations, or individuals;

WHEREAS, the Corporation and the Parish desire to enter into this Agreement in order to cause the design, development, construction, expansion and/or extension of Noel Street from Lorraine Street to Jonathan Street (the “*Project*”) and to set forth various obligations of the Parties related to the Project;

WHEREAS, the construction of the Project is expected to yield significant advantages for the Parish, as it will, among other benefits, provide the Parish with a newly constructed road in what is currently an unimproved right of way for Noel Street between the existing Pelican Street Right-of-Way and the Jonathan Street Right-of-Way and facilitate connectivity between the current western end of the Noel Street Right-of-Way and Lorraine Street;

WHEREAS, pursuant to Louisiana Revised Statute R.S. 48:701 a parish governing authority is authorized to revoke the dedication of all roads, streets, and alleyways when the roads, streets and alleyways have been abandoned or are no longer needed for public purpose;

WHEREAS, the St. Charles Parish Code of Ordinances requires that the Parish Council, the governing authority of the Parish, adopt an ordinance in order for any property owned by the Parish to be abandoned;

WHEREAS, the Parish has agreed to revoke, abandon or cause the abandonment of a portion of Jonathan Street due to its current state of deterioration and disrepair, limited use; anticipated maintenance costs required to bring Jonathan Street up to minimum standards of the Parish, and interest in availing itself of the benefits of the Project;

WHEREAS, the Parish expects to receive real and substantial benefits under this Agreement in exchange for the obligations incurred by the Parish hereunder; and

WHEREAS, the Parties desire to enter into this Agreement under the Constitution and other relevant constitutional and statutory authority, all to provide for the construction, expansion and/or extension of the Project.

NOW, THEREFORE, in consideration of the mutual benefits hereby conferred and other good and valuable consideration, the Corporation and the Parish hereby covenant and agree with each other as follows:

ARTICLE 1 DEFINITIONS; INTERPRETATION

Section 1.1 Definitions. As used herein and unless specifically defined in the text of this Agreement, the capitalized terms used herein shall have the meanings set forth this Section 1.1 unless the

context otherwise requires, and such meanings shall be equally applicable to both singular and plural forms of the terms herein defined.

“*Act*” means Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended, and other constitutional and statutory authority.

“*Agreement*” means this Cooperative Endeavor Agreement dated as of _____, 2023 between the Corporation and the Parish, as the same may be supplemented or amended from time to time.

“*Completion Date*” means the date upon which the construction of the portion of Noel Street between Jonathan Street and Lorraine Street is completed in accordance with Parish standards for public roads and ownership of Noel Street is accepted by the Parish.

“*Completion Deadline*” means the Completion Date or 5:00 pm central time on September 30, 2024, whichever is first to occur, but with allowances for delay(s) due to weather, labor, supplier and force majeure events.

“*Constitution*” means the Louisiana Constitution of 1974, as amended.

“*Corporation*” means Bunge Chevron AG Renewables LLC, a Delaware limited liability company, its affiliates, successors and assigns and any surviving, resulting, or transferee corporation, partnership, or individual.

“*Effective Date*” means the dated date of this Agreement.

“*Parish*” means the Parish of St. Charles, Louisiana, including without limitation the St. Charles Parish Council, along with the agencies, boards and departments forming the Parish governmental structure.

“*Project*” means design, development, construction, expansion and/or extension of Noel Street as described in Exhibit B attached hereto.

“*State*” means the State of Louisiana.

“*Term*” shall have the meaning assigned to such term in Section 2.1(a) hereof.

ARTICLE 2
TERMS; EFFECTIVE DATE;
COOPERATIVE ENDEAVOR REPRESENTATIONS

Section 2.1 Term.

(a) *Term*. The term of this Agreement shall commence upon the execution of this Agreement by all Parties hereto and shall continue until the Completion Deadline (the “*Term*”).

(b) *Termination of Obligations*. At the expiration or sooner termination of the Term, all obligations of the Parties hereunder shall terminate unless otherwise agreed in writing by the Parties.

ARTICLE 3
REPRESENTATIONS AND COVENANTS OF THE PARTIES

Section 3.1 Representations and Covenants of the Company. The Company hereby represents, covenants, and agrees as follows:

(a) The Company is a limited liability company, duly organized and existing under the laws of the State of Delaware and in good standing under the laws of the State of Delaware, has full power and authority to enter into this Agreement and any other document to which it is a party and to carry out its obligations hereunder and thereunder, and has duly authorized the execution and delivery of this Agreement and all other documents contemplated hereby and thereby.

(b) The Company shall make a good faith effort to obtain all necessary approvals required by the Company from federal, state, and local governmental agencies in connection with the construction of the Project.

(c) To the best of the Company's knowledge, there is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board, or body pending or threatened against the Company or, to the best knowledge of the Company, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which in any way would adversely affect, as respects the Company, the validity of this Agreement or any agreement or instrument to which the Company is a party that is used or contemplated for use in the consummation of the transactions contemplated hereby.

Section 3.2 Representations and Covenants of the Parish. The Parish hereby represents, covenants, and agrees as follows:

(a) The Parish has the authority to enter into this Agreement and all other documents contemplated hereby and to carry out the terms hereof.

(b) The Parish has taken or caused to be taken or will take and/or cause to be taken all necessary and proper action to authorize the execution, issuance, and delivery of and the performance of its obligations under this Agreement and any and all instruments and documents required to be executed or delivered pursuant hereto or in connection herewith.

(c) There is no action, suit, investigation, or proceeding pending of which the Parish has been served notice, or to its best knowledge, threatened, against the Parish, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency which could reasonably be expected to materially adversely affect the ability of the Parish to comply with its obligations hereunder or in connection with the transactions contemplated hereby.

ARTICLE 4 OBLIGATIONS OF THE PARTIES

Section 4.1 Obligations of the Company. In return for the Parish's obligations hereunder, the Company hereby agrees to undertake the following obligations:

(a) As soon as reasonably possible following the Completion Date, the Company shall dedicate or cause the dedication of at least as much of the land located between Lorraine Street and Noel Street labeled as "Lots 36, N35 and S35" and more fully described in Exhibit A, as is necessary for the Parish to own the land underlying Noel Street and any appurtenant right of way area required by the Parish.

(b) The Company shall be solely responsible for all aspects of the construction of the Project, including but not limited to design, right-of-way acquisition, engineering, construction and testing. The design plans will be approved by the Public Works Engineering Department prior to the start of construction. Width and specifications for the construction of the turn at the intersection of Noel Street and Jonathan Street shall be subject to the approval of St. Charles Parish, which approval shall not be unreasonably withheld, conditioned or delayed. The construction of the Project is conditioned on the

Company receiving all necessary federal, state, and local permits. The Project shall be designed and constructed pursuant to and in accordance with Parish standards. The Project shall not include any future maintenance, repair, replacement, upgrade, or changes to those improvements following acceptance by the Parish, except to the extent of any warranty currently required by the St. Charles Parish Code of Ordinances.

(c) By separate agreement(s), the Company shall grant a right of access within the same or similar boundaries to Jonathan Street (“**Access Area**”), provided that upon completion of the Project use of the Access Area shall be limited to only (i) vehicles with more than one rear axle, and (ii) vehicles which, based on their length or size of trailer in tow, are reasonably expected to be unable to negotiate the turn at the intersection of the Access Area and Noel Street, all as will be more fully set forth in the separate agreements. The Access Area shall be a private right of access granted to G.H.F., L.L.C., St. Charles Parish, and Entergy Louisiana, LLC, their successors and assigns.

(d) Upon completion of the Project, the Company shall dedicate or cause the dedication of the Project to the Parish.

Section 4.2 Obligations of the Parish. The Parish hereby agrees to undertake the following obligations:

(a) The Parish shall adopt an ordinance to declare Jonathan Street as abandoned, citing its current state of deterioration and disrepair, limited use, and the alternative to Jonathan Street to be established by the completion of the Project by the Company as the reason it no longer fulfills a public purpose.

(b) Upon request of the Parties, the Parish will cooperate in good faith toward the issuance of any permits for the Project that are under the jurisdiction of the Parish.

(c) The Parish shall have the opportunity to inspect the Project while under construction and agrees to accept the Project upon its completion provided that the Parish’s design standards have been met or a waiver is granted by the Parish in writing.

(d) The execution of this Agreement shall not constitute an acceptance by the Parish of any road improvements. Public ownership and maintenance of the Project shall be finalized upon the Parish accepting the Project as substantially complete.

ARTICLE 5 DEFAULT AND REMEDIES

Section 5.1 Default. An “Event of Default” under this Agreement shall occur if any party hereunder shall fail to perform any of the obligations required in this Agreement and if such event shall continue for ninety (90) days after the non-defaulting party shall have given the defaulting party notice specifying such failure and demanding that the same be cured. If, by reason of the nature thereof, such failure cannot with due diligence be wholly cured within such ninety (90) day period, such cure period may be extended for such period as may be necessary to complete the curing of the same with the agreement of the other party.

Section 5.2 Remedies. Upon a default under Section 5.1, each party may proceed to protect and enforce its rights by suits in equity or at law, whether for the specific performance of any obligation, covenant or agreement contained in this Agreement or aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as it shall deem most effectual to

protect and enforce the obligations of the other hereunder, except for consequential damages, including, but not limited to, loss of sales, income or profit, which shall not be recoverable by a party from the others.

ARTICLE 6
MISCELLANEOUS

Section 6.1 Relationship of the Parties. Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be deemed to constitute either Party a partner, agent, or legal representative of the other Party or to create any fiduciary relationship between the Parties.

Section 6.2 Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by written agreement duly executed by all Parties.

Section 6.3 Notices. Any notices or communications required or permitted hereunder shall be in writing and shall be sufficiently given if sent by registered or certified mail return receipt requested, postage prepaid, by nationally recognized overnight delivery service, signature required upon signed receipt or by facsimile transmission to the following:

If to the Company: Bunge Chevron AG Renewables LLC
 1391 Timberlake Manor Parkway
 Chesterfield, Missouri 63017
 Attention:

With a copy to: _____

If to the Parish: Parish of St. Charles
 15045 River Road
 Hahnville, LA 70057
 Attention: Director of Legal Services: Corey M. Oubre

Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by written notice to the other Party. Notices and communications given by mail hereunder shall be deemed to have been given five (5) days after the date of dispatch; all other notices shall be deemed to have been given upon receipt.

Section 6.4 Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the Parties hereby and supersedes any and all prior oral or written agreements, understandings, proposals, representations or warranties relating to this Agreement.

Section 6.5 Further Assurances. Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other Party in order to give full effect to this Agreement.

Section 6.6 No Third Party Beneficiaries. Unless specifically set forth herein, neither Party to this Agreement shall have any obligation to any third party as a result of this Agreement.

Section 6.7 Successors and Assigns. This Agreement shall extend to, be binding upon, and inure to the benefit of the Parties hereto, their respective legal representatives, successors and assigns.

Section 6.8 Entire Agreement. This Agreement constitutes the entire agreement between Parties and all Parties represent that no oral or conflicting written representations have been made. No amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by all Parties. This Agreement shall not impact any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). Waiver by a Party of any default shall not be construed as a waiver of any other default.

Section 6.9 Validity and Enforceability. If any provision of this Agreement is found to be invalid, void or unenforceable by any court having jurisdiction, the Parties shall use commercially reasonable efforts to promptly modify this Agreement to give effect to the original intention of the Parties. All other provisions shall remain in effect.

Section 6.10 Applicable Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Louisiana, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with the Agreement.

Section 6.11 Venue. The Parties agree that the sole and proper venue for any legal proceedings arising hereunder shall be the 29th Judicial District Court, St. Charles Parish, Louisiana.

Section 6.12 Further Agreements. The Parties covenant and agree that they will execute such other and further agreements or documents as are or may become necessary or convenient to effectuate and carry out the purpose of this Agreement.

Section 6.13 Rules of Interpretation. Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Agreement:

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) All references herein to particular articles or sections are references to articles or sections of this Agreement.
- (c) The captions and headings herein are solely for the convenience of references and shall not constitute part of this Agreement, nor shall they affect its meaning, construction, or effect.
- (d) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereinbelow,” “hereunder” or any similar terms as used in this Agreement refer to the Agreement in its entirety and not the particular article or section of this Agreement in which they appear, and the term “hereafter” means after and the term “heretofore” means before the date of execution of this Agreement.

Section 6.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. A facsimile or similar transmission of a counterpart signed by a Party hereto, or a copy of a counterpart signed by a Party hereto, will be regarded as an original signed by such Party for the purposes hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Cooperative Endeavor Agreement to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

BUNGE CHEVRON AG RENEWABLES LLC

By: _____

PARISH OF ST. CHARLES, STATE OF LOUISIANA

By: _____
[Parish President]

EXHIBIT A

Lots 36, N35 and S 35 located in Block E of Gabriel Heights Subdivision

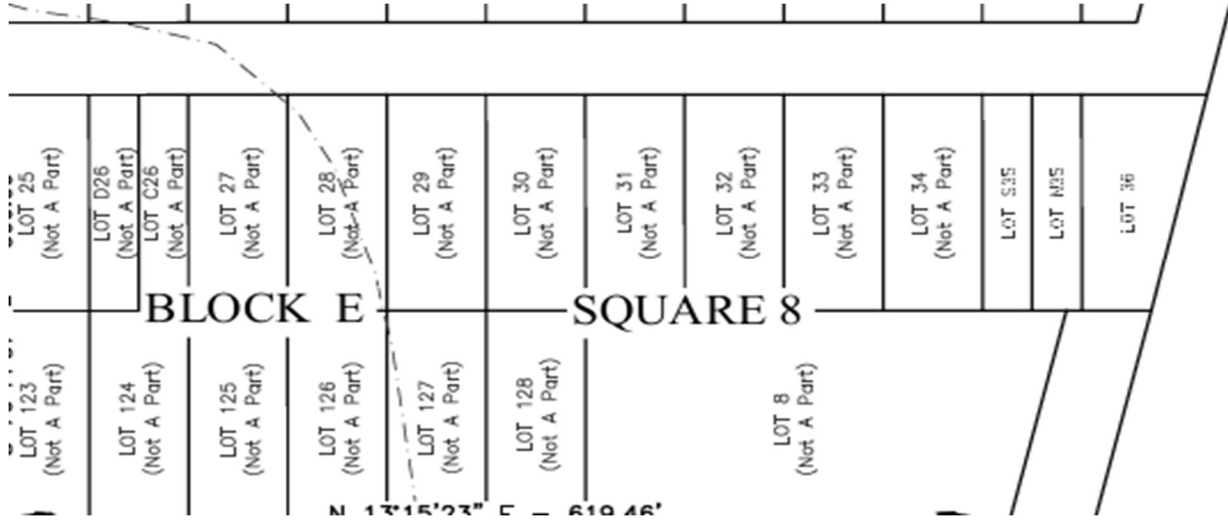


EXHIBIT B

DESCRIPTION OF THE PROJECT

The design, development, construction, expansion and/or extension of Noel Street including, but not limited to laying foundation, constructing a draining system, paving of surfaces all in satisfaction of minimum standards of St. Charles Parish for the construction of roads, and to further to connect previously isolated areas between Lorraine Street and Jonathan Street.



St. Charles Parish

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

Legislation Details

File #: 2023-0327 **Version:** 1 **Name:** Cancellation of Lease and Act of Conveyance with Hospital Service District No. 1 of the Parish of St. Charles, State of Louisiana, for the improvements location thereon at 145 Angus Drive in Luling, Louisiana

Type: Ordinance **Status:** Public Hearing

File created: 11/20/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors: Matthew Jewell, Department of Legal Services

Indexes:

Code sections:

Attachments: [2023-0327 145 Angus Drive Resolution 10-25-23](#)
[2023-0327 Act of Cancellation -A. J. Melancon Senior Center](#)
[2023-0327 Act of Conveyance -A. J. Melancon Senior Center](#)
[2023-0327 Hospital Resolution](#)

Date	Ver.	Action By	Action	Result
11/20/2023	1	Parish Council		
11/20/2023	1	Parish President	Introduced	

RESOLUTION

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

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

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

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

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

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

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

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

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

YEAS: SMITH, VIAL, RAYMOND, SIMON

NAYS: ∅

ABSENT: LEMMON

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

ACT OF CANCELLATION

UNITED STATES OF AMERICA

BY AND BETWEEN

STATE OF LOUISIANA

ST. CHARLES PARISH

PARISH OF ST. CHARLES

AND

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

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

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

PERSONALLY CAME AND APPEARED:

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

AND

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

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

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

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

WITNESSES:

ST. CHARLES PARISH

BY: _____

Printed Name: _____

Matthew Jewell
Parish President

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

BY: _____

Printed Name: _____

James "Jake" Lemmon

Robert L. Raymond
NOTARY PUBLIC
NOTARY ID # 11408

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

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

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

PERSONALLY CAME AND APPEARED:

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

ST. CHARLES PARISH

BY: _____

Printed Name: _____

Matthew Jewell
Parish President

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

BY: _____

Printed Name: _____

James "Jake" Lemmon

Robert L. Raymond
NOTARY PUBLIC
NOTARY ID # 11408

RESOLUTION

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

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

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

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

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

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

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

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

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

YEAS: SMITH, VIAL, RAYMOND, SIMON

NAYS: ϕ

ABSENT: LEMMON

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

Certified true and correct as per minutes dated October 25, 2023.


Secretary



St. Charles Parish

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

Legislation Details

File #: 2023-0328 **Version:** 1 **Name:** Revoke and abandon Modoc Street, and portions of Jonathan Street, Pelican Street, Amie Street, and Jean Street, Destrehan Park and Gabriel Heights Subdivisions

Type: Ordinance **Status:** Public Hearing

File created: 11/20/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors: Matthew Jewell, Department of Planning & Zoning

Indexes:

Code sections:

Attachments: [2023-0328 Act of Revocation 11.20.23](#)
[2023-0328 Minutes](#)
[2023-0328 Staff Report](#)
[2023-0328 21-588 R7A signed 10-24-2023](#)
[2023-0328 21-588 road revocation signed 10-24-2023](#)
[2023-0328 AERIAL](#)
[2023-0328 ZONING](#)
[2023-0328 FLUM](#)
[RESPONSE MEMO DPW](#)
[RESPONSE MEMO DWW](#)
[RESPONSE MEMO WW \(1\)](#)
[RESPONSE MEMO WW \(2\)](#)

Date	Ver.	Action By	Action	Result
11/20/2023	1	Parish Council		
11/20/2023	1	Parish President	Introduced	
11/2/2023	1	Planning Commission	Recommended Approval	
10/3/2023	1	Department of Planning & Zoning	Received/Assigned PH	

ACT OF REVOCATION

UNITED STATES OF AMERICA

BY: ST. CHARLES PARISH

STATE OF LOUISIANA

**OF: JONATHAN STREET (PORTION)
MODOC STREET
PELICAN STREET (PORTION)
AMIE STREET (PORTION)
JEAN STREET (PORTION)**

PARISH OF ST. CHARLES

**IN FAVOR OF: BUNGE NORTH AMERICA, INC.
BUNGE CHEVRON AG RENEWABLES, LLC**

BE IT KNOWN, that on this ____ day of _____, in the year of Our Lord Two Thousand and Twenty-Three (2023),

BEFORE the undersigned Notaries Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED;

ST. CHARLES PARISH (**-***1208), a political subdivision of the State of Louisiana, herein represented by Matthew Jewell, its Parish President, whose mailing address is P.O. Box 302, Hahnville, LA 70057; authorized pursuant to Ordinance No. _____ adopted by St. Charles Parish Council on the ___ day of _____, 2023, a certified copy of which is attached hereto and made a part hereof;

APPEARER declared unto me, Notary, as follows:

In the dedication contained in the plat map for the Destrehan Park Subdivision (that plat map being made by Hotard & Webb, Civil Engineers on November 23, 1951, approved and accepted by the Police Jury of St. Charles Parish, and filed in the public records of the Clerk of Court of St. Charles Parish) (the “Destrehan Park Plat Map”), the streets in the Destrehan Park Subdivision, including Jonathan Street (depicted on the Destrehan Park Plat Map as “Destrehan Street”), Modoc Street, Pelican Street, Amie Street, and Jean Street were dedicated to and accepted by St. Charles Parish as public streets bearing the dimensions set out on the Destrehan Park Plat Map.

In the dedication in the plat map for the Gabriel Heights Subdivision (that plat map being made by H. E. Landry on August 9, 1951, approved and accepted by the Police Jury of St. Charles Parish, and filed in the public records of the Clerk of Court of St. Charles Parish) (the “Gabriel Heights Plat Map”), the streets in the Gabriel Heights Subdivision, including Amie Street and Jean Street, were dedicated to and accepted by St. Charles Parish as public streets

bearing the dimensions set out on the Gabriel Heights Plat Map.

Since the statutory dedication of the streets in the Destrehan Park Subdivision and the Gabriel Heights Subdivision and until recently, Jonathan Street, Modoc Street, Pelican Street, Amie Street, and Jean Street have been used and maintained by St. Charles Parish as public streets. Due to a change in the use of the property adjacent thereto, Jonathan Street (that portion from River Road to its intersection with the Noel Street right-of-way), Modoc Street (in its entirety), Pelican Street (that portion from Amie Street to the Noel Street right-of-way), Amie Street (that portion from Jonathan Street to Lorraine Street), and Jean Street (that portion from Jonathan Street to Lorraine Street) no longer serve a public function and are no longer needed for public use.

The landowners adjoining these streets and portions thereof are as follows (the "Adjoining Landowners"): Bunge Chevron Ag Renewables, LLC and Bunge North America, Inc.

Because these streets no longer serve a public function, the Adjoining Landowners have requested and the Parish of St. Charles has agreed to revoke the statutory dedication of Jonathan Street (that portion from River Road to its intersection with the Noel Street right-of-way), Modoc Street (in its entirety), Pelican Street (that portion from Amie Street to the Noel Street right-of-way), Amie Street (that portion from Jonathan Street to Lorraine Street), and Jean Street (that portion from Jonathan Street to Lorraine Street).

By operation of law, upon the revocation of these streets, ownership of the property underlying the right-of-of-way for these streets will transfer to the adjacent landowners. The property is depicted on the attached Plan of Revocation, by Acadia Land Surveying, LLC (the "Revocation Plat") and the Plan of Resubdivision, by Acadia Land Surveying, LLC (the "Resubdivision Plat").

The present dimensions of portions of the streets and portions thereof which are being revoked are as follows:

A certain tract or parcel of land designated as the ROAD REVOCATION, containing 8.721 Acres or 379,920 sq. ft, located in Sections 5 & 6, T13S - R8E, St. Charles Parish, State of Louisiana, being more particularly described as follows:

Commencing at Found Iron Rod located along the northern right of way line of River Road (Louisiana State Highway No. 48), said point being the "POINT OF COMMENCEMENT" and labeled "P.O.C.;" Then, continuing along the northern right of way line River Road (Louisiana State Highway No. 48), North 77 degrees 50 minutes 26 seconds West a distance of 120.29 feet to a point;

Then, North 78 degrees 03 minutes 06 seconds West a distance of 427.98 feet to a point;, said point being the "POINT OF BEGINNING" and labeled "P.O.B.;"

Then, North 78 degrees 03 minutes 06 seconds West a distance of 50.36 feet to a point;
Then, departing said right of way, North 13 degrees 15 minutes 25 seconds East a distance of 861.79 feet to a point;
Then, North 76 degrees 44 minutes 39 seconds West a distance of 300.00 feet to a point;
Then, South 13 degrees 15 minutes 25 seconds West a distance of 875.62 feet to a point, said point located along the northern right of way line River Road (Louisiana State Highway No. 48);
Then, continuing along the northern right of way line River Road (Louisiana State Highway No. 48), North 77 degrees 51 minutes 34 seconds West a distance of 50.18 feet to a point;
Then, departing said right of way, North 13 degrees 14 minutes 23 seconds East a distance of 876.60 feet to a point;
Then, North 76 degrees 44 minutes 36 seconds West a distance of 350.00 feet to a point;
Then, North 76 degrees 44 minutes 37 seconds West a distance of 299.23 feet to a point, said point located along the eastern right of way line of Lorraine Street;
Then, continuing along the eastern right of way line of Lorraine Street, North 13 degrees 15 minutes 19 seconds East a distance of 50.00 feet to a point;
Then, departing said right of way, South 76 degrees 44 minutes 37 seconds East a distance of 300.00 feet to a point;
Then, North 13 degrees 15 minutes 23 seconds East a distance of 720.00 feet to a point;
Then, North 76 degrees 44 minutes 37 seconds West a distance of 300.00 feet to a point, said point located along the eastern right of way line of Lorraine Street;
Then, continuing along the eastern right of way line of Lorraine Street, North 13 degrees 15 minutes 23 seconds East a distance of 50.00 feet to a point;
Then, departing said right of way, South 76 degrees 44 minutes 37 seconds East a distance of 300.00 feet to a point;
Then, North 13 degrees 15 minutes 23 seconds East a distance of 619.46 feet to a point, said point located along the southern right of way line of Noel Street;
Then, continuing along the southern right of way line of Noel Street, South 63 degrees 25 minutes 24 seconds East a distance of 50.17 feet to a point;
Then, South 13 degrees 14 minutes 23 seconds West a distance of 1,377.90 feet to a point;
Then, South 76 degrees 44 minutes 37 seconds East a distance of 300.00 feet to a point;
Then, North 13 degrees 14 minutes 23 seconds East a distance of 720.00 feet to a point;
Then, North 76 degrees 44 minutes 37 seconds West a distance of 300.00 feet to a point;
Then, North 13 degrees 14 minutes 23 seconds East a distance of 50.00 feet to a point;
Then, South 76 degrees 44 minutes 37 seconds East a distance of 300.00 feet to a point;
Then, North 13 degrees 14 minutes 23 seconds East a distance of 536.87 feet to a point, said point located along the southern right of way line of Noel Street;
Then, continuing along the southern right of way line of Noel Street, South 63 degrees 25 minutes 24 seconds East a distance of 52.24 feet to a point;
Then, departing said right of way, South 13 degrees 15 minutes 25 seconds West a distance of 1,294.83 feet to a point;
Then, South 76 degrees 44 minutes 37 seconds East a distance of 300.00 feet to a point;
Then, North 13 degrees 15 minutes 25 seconds East a distance of 720.00 feet to a point;
Then, North 76 degrees 44 minutes 37 seconds West a distance of 300.00 feet to a point;
Then, North 13 degrees 15 minutes 25 seconds East a distance of 50.00 feet to a point;
Then, South 76 degrees 44 minutes 37 seconds East a distance of 300.00 feet to a point;
Then, North 13 degrees 15 minutes 25 seconds East a distance of 453.81 feet to a point, said point located along the southern right of way line of Noel Street;
Then, continuing along the southern right of way line of Noel Street, South 63 degrees 25 minutes 24 seconds East a distance of 51.72 feet to a point;
Then, departing said right of way, South 13 degrees 15 minutes 23 seconds West a distance of 2,122.53 feet to the "POINT OF BEGINNING".

Because it has been determined by St. Charles Parish that these streets no longer serve a public purpose and that it is in the best interest of St. Charles Parish to revoke the dedication of these streets, in accordance with La. R. S. 48:701:

NOW THEREFORE, ST. CHARLES PARISH, herein appearing by and through Matthew Jewell, Parish President, duly authorized by virtue of Ordinance No. _____ of the St. Charles Parish Council adopted on _____, 2023, a certified copy of which is annexed hereto and made part hereof, does hereby revoke the statutory dedication of Jonathan

Street (that portion from River Road to its intersection with the Noel Street right-of-way), Modoc Street (in its entirety), Pelican Street (that portion from Amie Street to the Noel Street right-of-way), Amie Street (that portion from Jonathan Street to Lorraine Street), and Jean Street (that portion from Jonathan Street to Lorraine Street). Without any warranty whatsoever, but with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have, the said St. Charles Parish does hereby convey, transfer, assign, set over, abandon and quitclaim all of its rights, title and interests, and further waives and releases in favor of the Adjoining Landowners all rights to use the surface of the property associated with oil, gas, and other minerals and for any and all related mineral operations and production, in and to Jonathan Street (that portion from River Road to its intersection with the Noel Street right-of-way), Modoc Street (in its entirety), Pelican Street (that portion from Amie Street to the Noel Street right-of-way), Amie Street (that portion from Jonathan Street to Lorraine Street), Jean Street (that portion from Jonathan Street to Lorraine Street) and, for avoidance of doubt, the land covered by and embraced in the streets, as follows, in accordance with and as directed by the provisions of La. R. S. 48:701:

TO BUNGE CHEVRON AG RENEWABLES, LLC, those portions of Jonathan Street (that portion from River Road to its intersection with the Noel Street right-of-way), Modoc Street (in its entirety), Pelican Street (that portion from Amie Street to the Noel Street right-of-way), Amie Street (that portion from Jonathan Street to Lorraine Street), and Jean Street (that portion from Jonathan Street to Lorraine Street), that are incorporated into Parcel P1-A as depicted on the Resubdivision Plat, and more fully described as:

A certain tract or parcel of land designated as the PARCEL P1-A, Destrehan Park Subdivision containing 39.691 Acres or 1,728,594 sq. ft., located in Sections 5 and 6, T13S - R8E, St. Charles Parish, State of Louisiana, being more particularly described as follows:

Commencing at Found Iron Rod located along the northern right of way line of River Road (Louisiana State Highway No. 48), said point being the "POINT OF BEGINNING" and labeled "P.O.B.1;"

Then, continuing along the northern right of way line River Road (Louisiana State Highway No. 48) North 77 degrees 50 minutes 26 seconds East a distance of 120.29 feet to a point;
Then, departing said right of way, North 11 degrees 09 minutes 28 seconds East a distance of 161.25 feet to a point;
Then, North 20 degrees 44 minutes 17 seconds West a distance of 54.55 feet to a point;
Then, North 12 degrees 42 minutes 55 seconds East a distance of 210.51 feet to a point;
Then, North 14 degrees 12 minutes 52 seconds East a distance of 303.61 feet to a point;
Then, North 06 degrees 03 minutes 30 seconds East a distance of 127.66 feet to a point;
Then, North 00 degrees 18 minutes 21 seconds East a distance of 72.69 feet to a point;
Then, North 76 degrees 46 minutes 29 seconds West a distance of 103.76 feet to a point;
Then, South 13 degrees 19 minutes 37 seconds West a distance of 187.41 feet to a point;
Then, North 76 degrees 40 minutes 23 seconds West a distance of 258.28 feet to a point;
Then, South 13 degrees 15 minutes 23 seconds West a distance of 127.24 feet to a point;

Then, North 76 degrees 44 minutes 37 seconds West a distance of 400.70 feet to a point;
 Then, North 13 degrees 15 minutes 25 seconds East a distance of 247.32 feet to a point;
 Then, North 76 degrees 44 minutes 37 seconds West a distance of 350.00 feet to a point;
 Then, North 13 degrees 15 minutes 23 seconds East a distance of 1,439.47 feet to a point, said point located along the southern right of way line of Noel Street;
 Then, continuing along the southern right of way line of Noel Street, South 63 degrees 25 minutes 24 seconds East a distance of 770.74 feet to a point;
 Then, North 13 degrees 15 minutes 23 seconds East a distance of 51.38 feet to a point, said point located along the southern right of way line of Y. & M.V. Railroad;
 Then, continuing along the southern right of way line of Y. & M.V. Railroad, South 63 degrees 58 minutes 21 seconds East a distance of 153.81 feet to a point;
 Then, North 13 degrees 15 minutes 23 seconds East a distance of 10.73 feet to a point;
 Then, along a curve to the left having a delta of 02 degrees 55 minutes 41 minutes, a radius of 3,483.11 feet, an arc length of 178.00 feet and a chord bearing of South 67 degrees 58 minutes 47 seconds East a distance of 177.98 feet to a point;
 Then, departing said right of way, South 07 degrees 14 minutes 52 seconds West a distance of 2,123.11 feet to the "POINT OF BEGINNING".

TO BUNGE NORTH AMERICA, INC., those portions of Jonathan Street (that portion from River Road to its intersection with the Noel Street right-of-way), Modoc Street (in its entirety), Pelican Street (that portion from Amie Street to the Noel Street right-of-way), Amie Street (that portion from Jonathan Street to Lorraine Street), and Jean Street (that portion from Jonathan Street to Lorraine Street), that are incorporated into Parcel B and Parcel 1-BG-1-A as depicted on the Resubdivision Plat and more fully described as:

A certain tract or parcel of land designated as the PARCEL B, Destrehan Park Subdivision containing 9.909 Acres or 431,654 sq. ft., located in Section 5, T13S - R8E, St. Charles Parish, State of Louisiana, being more particularly described as follows:

Commencing at Found Iron Rod located along the northern right of way line of River Road (Louisiana State Highway No. 48), said point being the "POINT OF COMMENCEMENT" and labeled "P.O.C.;"

Then, continuing along the northern right of way line River Road (Louisiana State Highway No. 48) North 77 degrees 50 minutes 26 seconds East a distance of 120.29 feet to a point;
 Then, North 78 degrees 03 minutes 06 seconds West a distance of 478.34 feet to a point;
 Then, South 13 degrees 15 minutes 25 seconds West a distance of 4.94 feet to a point;
 Then, North 78 degrees 26 minutes 35 seconds West a distance of 325.14 feet to a point;
 Then, North 13 degrees 15 minutes 25 seconds East a distance of 0.25 feet to a point;
 Then, North 77 degrees 51 minutes 34 seconds West a distance of 25.17 feet to a point;
 Then, North 13 degrees 14 minutes 23 seconds East a distance of 876.60 feet to a point;
 Then, North 76 degrees 44 minutes 37 seconds West a distance of 350.00 feet to a point, said point being the "POINT OF BEGINNING" and labeled "P.O.B.3;"

Then, North 76 degrees 44 minutes 37 seconds West a distance of 299.23 feet to a point, said point located along the eastern right of way line of Lorraine Street;
 Then, continuing along the eastern right of way line or Lorraine Street, North 13 degrees 15 minutes 23 seconds East a distance of 1,424.27 feet to a point;
 Then, departing said right of way, South 76 degrees 44 minutes 37 seconds East a distance of 150.00 feet to a point;
 Then, North 13 degrees 15 minutes 23 seconds East a distance of 50.71 feet to a point, said point located along the southern right of way line of Noel Street;
 Then, continuing along the southern right of way line of Noel Street, South 63 degrees 25 minutes 24 seconds East a distance of 154.15 feet to a point;
 Then, departing said right of way line, South 13 degrees 17 minutes 16 seconds West a distance of 1,439.47 feet to the "POINT OF BEGINNING".

and

A certain tract or parcel of land designated as the PARCEL 1-BG-1-A, Destrehan Park Subdivision containing 5.732 Acres or 249,668 sq. ft., located in Sections 5 and 6, T13S - R8E, St. Charles Parish, State of Louisiana, being more particularly described as follows:

Commencing at Found Iron Rod located along the northern right of way line of River Road (Louisiana State Highway No. 48), said point being the "POINT OF COMMENCEMENT" and labeled "P.O.C.;"

Then, continuing along the northern right of way line River Road (Louisiana State Highway No. 48) North 77 degrees 50 minutes 26 seconds East a distance of 120.29 feet to a point;

Then, North 78 degrees 03 minutes 06 seconds West a distance of 427.98 feet to a point, said point being the "POINT OF BEGINNING" and labeled "P.O.B.2;"

Then, North 78 degrees 03 minutes 06 seconds West a distance of 50.36 feet to a point;

Then, South 13 degrees 15 minutes 25 seconds West a distance of 4.94 feet to a point;

Then, North 78 degrees 26 minutes 35 seconds West a distance of 325.14 feet to a point;

Then, North 13 degrees 15 minutes 25 seconds East a distance of 0.25 feet to a point;

Then, North 77 degrees 51 minutes 34 seconds West a distance of 25.17 feet to a point;

Then, departing said right of way, North 13 degrees 14 minutes 23 seconds East a distance of 629.28 feet to a point;

Then, South 76 degrees 44 minutes 37 seconds East a distance of 400.70 feet to a point;

Then, South 13 degrees 15 minutes 23 seconds West a distance of 613.31 feet to the "POINT OF BEGINNING".

FOR ADJOINING LANDOWNERS TO HAVE AND TO HOLD the above-described portions of Jonathan Street (that portion from River Road to its intersection with the Noel Street right-of-way), Modoc Street (in its entirety), Pelican Street (that portion from Amie Street to the Noel Street right-of-way), Amie Street (that portion from Jonathan Street to Lorraine Street), and Jean Street (that portion from Jonathan Street to Lorraine Street), unto the said Adjoining Landowners, appearing herein to accept the transfer for themselves, their successors, and assigns forever, and to acknowledge due delivery and possession thereof. Adjoining Landowners agree to hold harmless and indemnify St. Charles Parish for any claims relating to title to the streets arising after the date of this Act of Revocation.

[Remainder of page intentionally left blank. Signatures appear on following pages.]

THUS DONE AND PASSED, in multiple originals, in my office, the undersigned Notary Public in and for the State of Louisiana, Parish of St. Charles, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES:

ST. CHARLES PARISH

Printed Name: _____

BY: MATTHEW JEWELL
ITS: PRESIDENT

Printed Name: _____

NOTARY PUBLIC
Printed Name: _____
Notary/Bar No. _____
My Commission Expires: _____

THUS DONE AND PASSED, in multiple originals, in my office, the undersigned Notary Public in and for the State of Missouri, County of St. Louis, on the ____ day of _____, 2023, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES:

BUNGE CHEVRON AG RENEWABLES, LLC

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

NOTARY PUBLIC

Printed Name: _____

Notary/Bar No. _____

My Commission Expires: _____

THUS DONE AND PASSED, in multiple originals, in my office, the undersigned Notary Public in and for the State of Missouri, County of St. Louis, on the ____ day of _____, 2023, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES:

BUNGE NORTH AMERICA, INC.

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

NOTARY PUBLIC

Printed Name: _____

Notary/Bar No. _____

My Commission Expires: _____

ATTACH REVOCATION PLAT

ATTACH RESUBDIVISION PLAT

2023-1-REV requested by Bunge North America, Inc. and Bunge Chevron AG Renewables, LLC for the revocation of Jonathan Street, Modoc Street, and portions of Pelican Street, Amie Street, and Jean Street, Destrehan. Council District 2.

Mr. Welker- And just to summarize this request again this is for a revocation of the following rights away in Destrehan, Jonathan St. in its entirety from River Road up into unimproved Noel St. along the railroad tracks, Modoc St. in its entirety from River Road to unimproved Noel St. along the railroad tracks, Pelican St. from Amie St. to unimproved Noel St. along the railroad tracks, Amie St. from Jonathan to Lorraine St., and Jean St. from Jonathan to Lorraine St. To kind of summarize the process after receiving a recommendation from the Planning Commission this request be prepared for forwarding to the parish council. The documents forwarded to the parish council would include a finalized act of revocation as reviewed and accepted by parish legal services and a finalized resubdivision plan depicting how the revoked right away will be consolidated and combined as per state law. Some examples of the street layout and what would be revoked can be seen on page 44 of your agenda and how that potential resubdivision plan could look could be seen on page 46 and that would be kind of ironed out more as it gets forwarded to sending it to the council. As part of the revocation request we do seek comments from other departments such as Public Works, Waster Water, and Water Works regards to the infrastructure and what not that might be within these rights of way and the continuing public need, there are memos and replies, comments from each of those departments about what they expect what they have in the right away and what will be necessary in order to effectively close off some of that infrastructure as part of this revocation, so that's all part of your agenda and on pages 49-52 I also want to point out that we did receive some additional input from Water Works yesterday through email dated November 1st, actually its dated October 30th, it was sent out November 1st it just contains more information from Water Works Department. So, we don't have a specific recommendation on this, but the request would be forwarded with your recommendation to the parish council where they will make a final determination on the ordinance to revoke the streets.

Mr. Albert – Mr. Chairman I just to follow up on Mr. Welker's summary we have parish's legal council here as well as the various agencies that are commenting on this, so if there are any specific questions about the process or the agency involvement everyone is on deck to assist you with that.

Applicant – Jay Robicheaux 200 Mistletoe Dr. Norco, Louisiana I 'am the community and governmental relations manager for Bunge. Good evening and thank you for serving on this board for the betterment of St. Charles Parish. I'm here representing Bunge, which is a grain elevator in Destrehan, Bunge is celebrating its 100th year in the United States. They have been a part of St. Charles Parish since 1962, as you are aware Bunge is about to start a very large investment in St. Charles Parish at its Destrehan facility while preparing for this expansion and keeping our neighbors in mind, they purchased most of the homes between Jonathan St. and Lorriane St. Since the purchase they cleared the land of all the residential structures leaving the area consisting primarily of vacant land. We are here asking yall and then the council for revocation of Jonathan St. and Modoc St. from River Road to Noel St. Pelican St. between Amie and Noel, Amie and Jean St. between Lorraine and Jonathan St. these streets and portions thereof should be revoked by the parish as they are no longer needed for public purpose, all of the property abutting the proposed streets to be revoked is owned by Bunge there is no need for the public to utilize these roads. All of these streets are listed as poor condition by the parish administration, and I think it was two council meetings ago the Parish President explained about the streets being rated every street in the parish and there going to start fixing them from the worst to the best streets all of these streets are in very poor condition and on the streets to be taken care of pretty soon if this does not happen. There's no reason for the parish to expend funds for the improvement and repair of these roads all are which are currently on the maintenance schedule. Our goal is and always has been to protect the communities where we operate, through all our expansion work we will be focused on safety and environmental protection. We believe revocating of these streets is a site security issue. Thanks for your time and consideration, please let me know if you have any questions.

The public hearing was open.

Wendy Greyson 205 Lorraine St. Destrehan directly across from Bunge. They say that they want these streets, but we want to know what is the purpose of wanting these streets and the ground under. Do you want to excavate these streets? If you do, that is going to affect our drainage we are a no flood zone, I have continuously monitored their land and the trees and all the different things on it that is not maintained. These streets are used daily by everyone in the neighborhood, we walk our dogs, we have kids, everyone uses these, water department uses them that's why they came in and have their comments. Also, we would like to know how the parish has obtained the right of way or ownership of these streets. How legally can you give these streets, we would like to know legally where is the information that says that you do have ownership of the dirt under these streets to give to Bunge to use. There are other comments, and yes that haven't maintained, the parish has not maintained in over 3 years which from I understand LSU Law says that if you have not maintained them and Bunge has not maintained them either then the rights are relinquish back to the original owner of the subdivision. If it is not implied specifically that the ownership of the dirt under the ground is given to the parish then it is not theirs. They also have some problems that I reported to EOC with a big sheet of metal coming off of one of their stacks, it is that way today and I reported it on the 20th. Thank you.

Jeff Greyson 205 Lorraine St. Destrehan – Mr. Robichaux was wrong stating that all those roads are in disrepair, Jonathan St. beautiful I go down it every day, parish Water Works goes down it every day, Entergy goes down it every day, it's heavily traveled it's in very nice shape. Um now they want to shut down Jonathan St. and open up Noel St. which isn't even a street, it's nothing, they want to put it out on to Lorraine St. which is a no truck through way and put all these trucks, 18 wheelers down this street I measured it this morning it's 18 feet wide you can barely pass 2 cars down it now so what's going to happen when an 18 wheeler or a school bus gets on there somebody gonna have to back up. During Hurricane Ida we use all the streets they asking for to get in and out of the neighborhood because we had power poles in the street, we had power line in the street, we had trees in the streets, now sense they have bought most of that property removed all the houses there was less debris to move out the way to get in and out of the neighborhood you got 70 families living back there. Now if you take these streets away another storm comes along and God knows it will you gonna potentially block 70 families back there with no way to get in and out if you give them these streets cause they said they gonna build a wall across them and we not gonna be able, um Mr. Greer said they gonna put a 20 ft. concrete wall up there's no way we gonna be able to get pass that and get out so I mean you putting a lot of people's lives, you know that stay trapping back in this neighborhood cause Bunge wants to build a wall and expand their grain elevator which they not even suppose to be able to do. I mean this is ludacris man, I think this out to be gone back and looked at, you gonna put a lot of people in danger especially when they close off Jonathan St. and you gonna put, this is very heavily traffic traveled road, you gonna put all that traffic on Lorraine St. they got kids playing, you got people walking dogs, people walking around the neighborhood I mean if you gonna put a 18 wheelers on a street that's only 18 ft. wide imagine that's why they repaved it for us they had another plan and they didn't tell us about. Well, I'd like yall to take that into consideration cause it's gonna be dangerous what you're fixing to do.

Corey Oubre, Parish Attorney – to speak to it, there is no formal agreement in place just yet that's going to be something that the council of course will have to approve, if the council determines under the revised statues the guidelines whether the parish wants to revoke one or all of the roads in this situation those would be contingent upon certain collective, cooperative endeavor agreements being agreed to as well by the parish, specifically to give you an example is one subject to the revocation between the revocation and the well being fully constructed the parish, the private entity, I know the parish is a public entity but there an entity, St. Charles Parish, Entergy Louisiana and one other owner would be given the right of servitude to access perpetually down Jonathan which protect the parish's interest at that point, once Noel is

constructed, Noel would be another access as well, at that point as well the, my understanding is that the goal for any heavy trucks to continue to use Jonathan but all other traffic diverted to the Noel access to cross over the tracks to the sewage facility, Entergy facility's at the rear, in addition agreement for servitude agreements would be specific for all of our other utilities, water and sewage primarily and how those would be affected, with regard to the revocation itself state law (in audible) governs, council for Bunge can actually speak more in depth to that if needed but the parish is only making a determination that they no longer need public use these roads they take into consideration liability, up keep, cost, all that to analyze by the council, if the council make a decision to revoke ownership goes by state law at that point really not the parish's concern at that point who owns at that issue, per my understanding I researched and that's been provided that point the neighboring land owners own to the center of the road, in this situation all the vacant land is owned by Bunge so in that situation the ownership would convert to the middle of the road subject to those specific CA's for utilities and right of servitudes for the parish and Entergy and the other owner which is actually, known as grandpaw's HAW farm it's an acronym, LLC who are from my understanding from Bunge are all in agreement to having a servitude while Noel gets constructed. And Noel would have to be constructed to parish standard from Public Works.

Commissioner Keen – right and that was of concern to address, and I know it's not finalized as of yet, but Noel is intended to be a widen road, is that correct under the plan assumption from street I know that there not here present but maybe one of you two can alleviate some of that.

Mr. Albert – yes, the conversation thus far without locking anyone in anything is that Noel would be constructed to parish standards as part of the cooperative endeavor agreement and whatever is needed to happen on the corner lots coming from Lorraine would be arranged so that the road could be constructed and have the proper turning radius to come into that existing right away.

Commissioner Keen – appreciate that. Also, at this time.

Mr. Albert – Mr. Chairman one more thing, and in general look the code for revocation is not super broad ok, what the council has to do is a formal action, your providing a recommendation based on the zoning, the land use, the activities that have happened on the site, the ownership, whether are not that you look at the street network and find that it's of continuing public need or not your making a recommendation in terms of like being land use experts for the area.

Commissioner Frangella – so basically to the center of the street all of it becomes zoned just like, it stays the same zoning because it's R1A the street is R1A it all stays the same.

Mr. Albert – the majority.

Commissioner Frangella – you got from Lorraine to Pelican.

Mr. Albert – a lot of this was rezoned M2 already.

Commissioner Frangella – no no no, I'm talking about down Lorraine St. all that stays the same we not changing anything.

Mr. Albert -yes, correct.

Commissioner Keen – alright just to highlight it's only those streets as of right now Bunge does own the property East or West of each of those roads, correct.

Mr. Albert – yes.

Commissioner Keen – at this time were not here to discuss what they going to be doing, the other issues, at this time the focus of this conversation at this point is to do the revocation of the said roads and areas at this time.

Mr. Albert – all of the proposed areas are within Bunge owned property or Bunge Chevron.

The public hearing was closed.

Commissioner Price – so all of these recommendations being made by the various different departments Bunge understands this and is in compliance with all of this, I would imagine.

Mr. Robicheaux – we've been in numerous conversations in the last 3-4 months if not longer with many of the parish administration and we've been in many many conversations and we've hammered out everyone of these um so yes yes all those that were not totally answered yet will be answered before it hits the council, and it's been discussed.

Commissioner Frangella made a motion to consider, seconded by Price.

YEAS: Price, Krajcer, Keen, deBruler, Ross, Frangella

NAYS: None

ABSENT: Petit

PASSED



Department of Planning & Zoning Staff Report – Map Amendment Case No. 2023-1-REV

APPLICATION INFORMATION

- **Submittal Date:** 10/3/2023
- **Applicant**
Bunge North America Inc.
Bunge Corporation
Bunge Chevron AG Renewables
1391 Timberlake Manor Parkway
Chesterfield, MO 63017
- **Representation**
Andy St. Romain
Jones Walker
445 North Boulevard Suite 800
Baton Rouge, LA 70802
225-248-2118
astromain@joneswalker.com
- **Request**
Revocation of Jonathan Street, Modoc Street, and portions of Pelican Street, Amie Street, and Jean Street, Destrehan.

SITE INFORMATION

- **Location**
The subject rights-of-way are located in Destrehan, specifically within Destrehan Park and Gabriel Heights Subdivisions as bounded by unimproved Noel Street (CN Railroad) to the north, River Road to the south, the Bunge grain elevator facility to the east, and Lorraine Street to the west.
- **Dimensions**
 - Jonathan Street (formerly Destrehan Street): 50 ft. right-of-way measuring approximately 2,100 ft. between River Road and unimproved Noel Street.
 - Modoc Street: 50 ft. right-of-way measuring approximately 2,200 ft. between River Road and unimproved Noel Street.
 - Pelican Street (formerly St. Charles Street): 50 ft. right of way measuring approximately 1,400 ft. between Amie Street and unimproved Noel Street.
 - Amie Street: 50 ft. right-of-way measuring approximately 1,000 ft. between Jonathan and Lorraine Street.
 - Jean Street: 50 ft. right-of-way measuring approximately 1,000 ft. between Jonathan and Lorraine Street.
- **Development History**
The subject rights-of-way are depicted on maps of Destrehan Heights dating to the 1950s, which was developed for residential purposes.

The Bunge grain elevator located adjacent to Destrehan Heights in the 1960s. Bunge North America Inc. / Bunge Corporation have acquired the lots and blocks bounded by the subject right-of-way and removed any residential structures, leaving the area consisting primarily of vacant land.
- **Right-of-Way Condition**
The condition of improvements within the subject rights-of-way are poor. Deterioration of the roadway surfaces is the most apparent and most significant on Modoc Street. Remaining pavement is often narrow and does not allow for two-way traffic, especially where open-swale drainage ditches are present.
- **Surrounding Uses**
Development within and around the subject area consists of vacant land once used for residential purposes, the Bunge grain elevator and supporting facilities, and residential homes primarily along Lorraine and Amelia Streets.

▪ **Future Land Use Recommendation**

Heavy Industrial: This land use category includes large heavy manufacturing, such as oil refineries, petrochemical plants and other uses with similar impacts such as noise, dust, odors or fumes and related safety and health factors. Buffering is recommended to help screen and transition between surrounding residential and mixed-use areas and industrial areas.

- *Recommended Zoning Districts: M-2 (heavy manufacturing), M-3 (heavy manufacturing)*

Industrial Buffer: Private or public land separating heavy industry from residential uses. This land should be used for parks, trails, and institutional and public uses. Neighborhood retail, services, and offices are also permitted in appropriate locations when compatible with adjacent uses.

- *Recommended Zoning Districts: CR-1 (residential/commercial transitional), C-1 (commercial office), C-2 (general commercial retail), MS (medical service)*

▪ **Traffic Access**

The revocation would result in the following regarding traffic access:

- Access to the railroad crossing near the northern terminus of Jonathan Street would be eliminated.
 - This crossing provides access to a sewer treatment plant. Public access would be restored with improvements to undeveloped Noel Street. Until then an agreement must be in place allowing Parish vehicles through the Bunge site to access the treatment plant as noted in memos from the Directors of Public Works and Wastewater.
- The remaining portion of Pelican Street from River Road to Amie Street would terminate in a dead-end.
- Access to Lorraine Street from the east would be eliminated. Access would be maintained from River Road or the remaining western portions of Amie and Jean Streets connecting to Amelia Street.

▪ **Utilities**

The Parish GIS map depicts the following:

- Sewer facilities are located within the Jonathan, Modoc, Pelican, and Jean Street rights-of-way.
- Water facilities are located within the Jonathan, Modoc, and Pelican Street rights-of-way.
- Drainage facilities consisting primarily of open swale ditches are located within each right-of-way.

Planning and Zoning requested comments regarding the proposed revocation from the Departments of Public Works, Wastewater, and Waterworks.

- The Director of Public Works replied as per the attached memo dated October 23, 2023.
- The Director of Wastewater replied as per the attached memo dated October 26, 2023.
- The Department of Wastewater replied as per the attached email from October 26, 2023.

APPLICABLE REGULATIONS

St. Charles Parish Code of Ordinances

Sec. 2-4. Procedure to dedicate, or revoke dedication of street, canal, etc.

- (a) A formal act of dedication shall be filed by any person requesting the parish council to accept for maintenance streets and drainage using the following format:
 - (1) The act shall state the name of the person dedicating the street or drainage.
 - (2) The act shall contain a description of the property in which the street or drainage is located.
 - (3) The act shall state the name of the street, the width and length to be accepted.
 - (4) All drainage ditches shall be properly marked with widths shown. The dedication shall spell out the width and length of each ditch.
 - (5) Two (2) updated maps shall be submitted to accompany each act of dedication. These maps shall give a description of the area including section, tract and range lines; name of subdivision, if applicable; date; civil engineer or surveyor; title; north point of compass and scale of map.
- (b) Prior to a request for the parish to assume for maintenance any street or drainage, it shall be necessary for the parish engineers to certify that the street or drainage meets parish specifications.

- (c) **Acts of revocation on streets, drainage ditches or canals shall contain the same information as requested for acts of dedication and shall be accompanied by the submission of a subdivision plan which shall be executed through the local subdivision process, formally incorporating revoked properties into adjacent parcels.**

Louisiana Revised Statutes 48:701

§701. Revocation of dedication; reversion of property

The parish governing authorities and municipal corporations of the state, except the parish of Orleans, may revoke and set aside the dedication of all roads, streets, and alleyways laid out and dedicated to public use within the respective limits, when the roads, streets, and alleyways have been abandoned or are no longer needed for public purposes.

Upon such revocation, all of the soil covered by and embraced in the roads, streets, or alleyways up to the center line thereof, shall revert to the then present owner or owners of the land contiguous thereto.

Nothing in this Section shall be construed as repealing any of the provisions of special statutes or charters of incorporated municipalities granting the right to close or alter roads or streets.

ANALYSIS

This request is for the revocation of the following rights-of-way located in Destrehan:

- Jonathan Street, in its entirety from River Road to un-improved Noel Street
- Modoc Street, in its entirety from River Road to un-improved Noel Street
- Pelican Street, from Amie Street to un-improved Noel Street
- Amie Street, from Jonathan Street to Lorraine Street
- Jean Street, from Jonathan Street to Lorraine Street

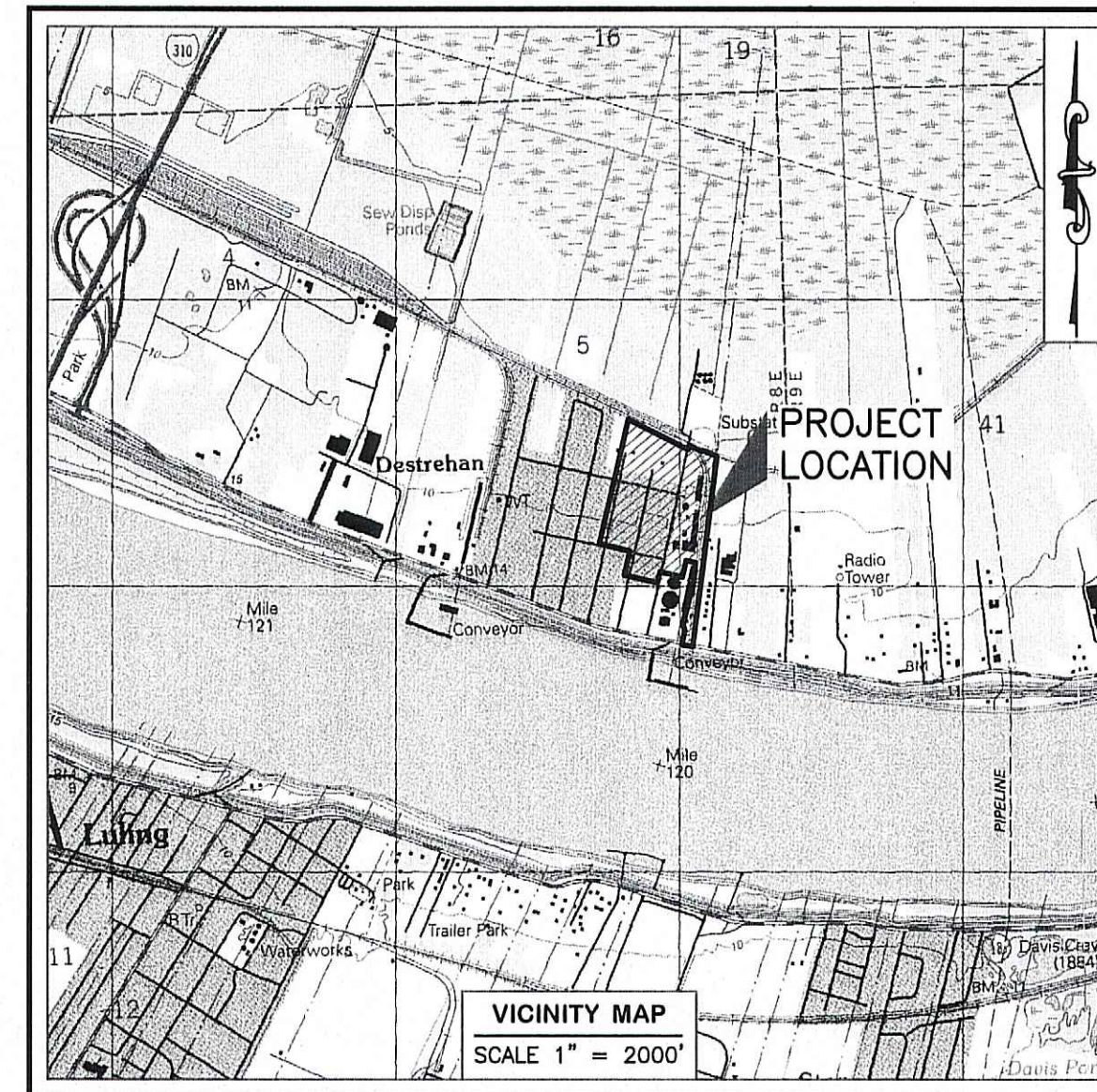
After receiving a recommendation from the Planning Commission the request will be prepared for forwarding to the Parish Council. The documents forwarded to the Parish Council will include the finalized Act of Revocation as reviewed and accepted by Parish Legal Services, and a finalized resubdivision plan depicting how the revoked right-of-way will be consolidated and combined into adjacent property as per *LA RS 48:701*.

If the Parish Council adopts the ordinance approving the revocation the subsequent resubdivision would be handled through the most appropriate process.

As part of a revocation Planning and Zoning requests comments from the Departments of Public Works, Wastewater, and Waterworks, specifically regarding the continuing public need for the subject rights-of-way and other infrastructure. Replies were provided as detailed under the Utilities section of this report and attached as part of the agenda.

DEPARTMENT RECOMMENDATION

This request will be forwarded with the Planning Commission's recommendation to the Parish Council for a second public hearing and final determination.



- NOTES:**
- Zoning: RA1 - Single Family Residential
M3 - Heavy Manufacturing
C2 - General commercial Offices
C3 - Highway Commercial Wholesale
 - Reference Maps:
A.) Sketch Showing the Resubdivision of Lots C, 17 Thru 23 Inclusive of SQ. 2. into Lots A,B-2,C-2,D,E,F,G,H,J,K,L,M,N,O,P and Q. Resubdivision of Lots D and 25 Thru 32 Inclusive of SQ.3 into Lots A,B,C,D-2,E-2,F,G,H,J,K,L,M,N,O,P,Q,R and S.
Prepared By: H.O. Landry Sr. Dated: March 13, 1954.
B.) Survey Plat and Resubdivision of Lots A, B, C, D-2, E-2, F, G, H, J, K, L, M, N, O, 1-E, 2-E, 3-E, 4-E, 33, 34, 35, 36, 37 & 38, Square 3, Destrehan Park & To Show the Change in Zoning from the Current Zone of Zone R-1A to Zone M-1 Situated in Section 6, T-1-S, R-8-E Destrehan, St. Charles Parish, Louisiana. Recorded in the Clerk of Courts Office St. Charles Parish on the 27th day of May 2008, in Book 713, Folio 754, Entry # 342861
By: Riverlands Surveying Company Dated: January 8, 2014
C.) Survey Plat Titled: Plan of The Revocation to Revoke James Subdivision Consisting of a Portion of James Street and a 40' Street, Plan of Resubdivision of James Street 40' Street, Lots 14 Thru 34 of Block 1 & the Pecan Grove School Lot of James Subdivision into a Lot Herein Designated as Lot 14A of James Subdivision and Plan to Show the Change in the Current Zone of Zone R-1 to Zone M-1 Situated in Section 6, T-1-S, R-8-E Destrehan, St. Charles Parish, Louisiana. Recorded in the Clerk of Courts Office St. Charles Parish on the 27th day of May 2008, in Book 713, Folio 754, Entry # 342861
By: Riverlands Surveying Company
D.) Survey Plat Titled: James Sub-Division A sub Division of Portion of Lots 21 & 22 of Pecan Grove Sub-Division Near St. Rose - St. Charles Parish, La. In Section 6-T1S-R8E
By: E.M. Collier Dated: November 20, 1958 Revised: February 10, 1961
 - Basis of Bearing: Reference Map "A".
The bearings shown hereon are based on the Louisiana Coordinate System of 1983 South Zone - MAD 83' using GPS C/Aprnet-RTN System accessed on JULY 21, 2022.
(*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.
 - Flood Note: In accordance with FEMA Flood Insurance Rate Map Panel Number 220160 0150 C, dated June 16, 1992, for St. Charles Parish, Louisiana (Unincorporated Areas) the property hereon is located in Flood Zone "X" (Shaded) and Flood Zone "AE" and Flood Zone A99 (Per St. Charles Parish DFIRM Map)
 - No attempt has been made by Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
 - Utilities:
Acadia Land Surveying, L.L.C. made no attempt to locate visible or buried utilities as part of this survey. All necessary sewer, water and/or other utility extensions shall be made by and solely at the lot owner's expense.
 - The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

PLAT SHOWING RESUBDIVISION
 OF
PARCEL P1, P2, 1-BG-1 AND THE REMAINDER OF SQUARE 3 AND SQUARES 5,
6, 7, 8, 9 & 10,
DESTREHAN PARK SUBDIVISION
BLOCK E,
GABRIEL HEIGHTS SUBDIVISION
AND THE REVOCATION OF
MODOC STREET, A PORTION OF JONATHAN STREET, PELICAN STREET, AMIE
STREET AND JEAN STREET
 INTO
PARCEL P1-A, 1-BG-1-A,
PARCEL B
 LOCATED IN SECTION 5 & 6,
 TOWNSHIP 13 SOUTH - RANGE 8 EAST
 DESTREHAN, LOUISIANA
 ST. CHARLES PARISH
 FOR
BUNGE NORTH AMERICA, INC. &
BUNGE CHEVRON AG RENEWABLES, LLC

RECORDATION:
 RECORDED IN THE ST. CHARLES PARISH CLERK OF COURT
 ON THE ____ DAY OF _____, 2023 IN COB ____

APPROVALS:

CHAIR PLANNING AND ZONING COMMISSION	DATE
PARISH PRESIDENT	DATE

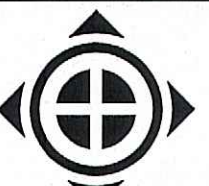
CERTIFICATION:
 This is to certify to BUNGE NORTH AMERICA, INC. & BUNGE CHEVRON AG RENEWABLES, LLC that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Standards of Practice for Boundary Surveys as set forth by the State of Louisiana, Board of Registration for Professional Engineers and Land Surveyors and that the accuracy specifications and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

10/24/2023

Michael P. Blanchard, P.L.S., Reg. No. 4861

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.

SHEET 1 OF 2

ACADIA 
LAND SURVEYING, LLC
 LOUISIANA • MISSISSIPPI • ALABAMA • TEXAS
 206 EAST 2ND STREET, THIBODAUX, LOUISIANA 70301
 Phone • (985) 449-0094 Fax • (985) 449-0085
 EMAIL • ACADIA@ACADIALANDSURVEYING.COM

DATE	REVISION DESCRIPTION	APPROVED BY: MPB	INT.
DRAWN BY: CMH	CHECKED BY: MPB	DATE: October 24, 2023	ALS FILE: 2021/21-01-586/21-586 RTA.dwg

GABRIEL HEIGHTS

LORRAINE STREET

N 13°15'23" E - 1,424.27'

PARCEL B
9.909 ACRES
431,654 SQ. FT.

BLOCK E SQUARE 1

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PARCEL 1-BG-1-A
5.732 ACRES
249,668 SQ. FT.

PARCEL P1-A
39.691 ACRES
1,728,594 SQ. FT.

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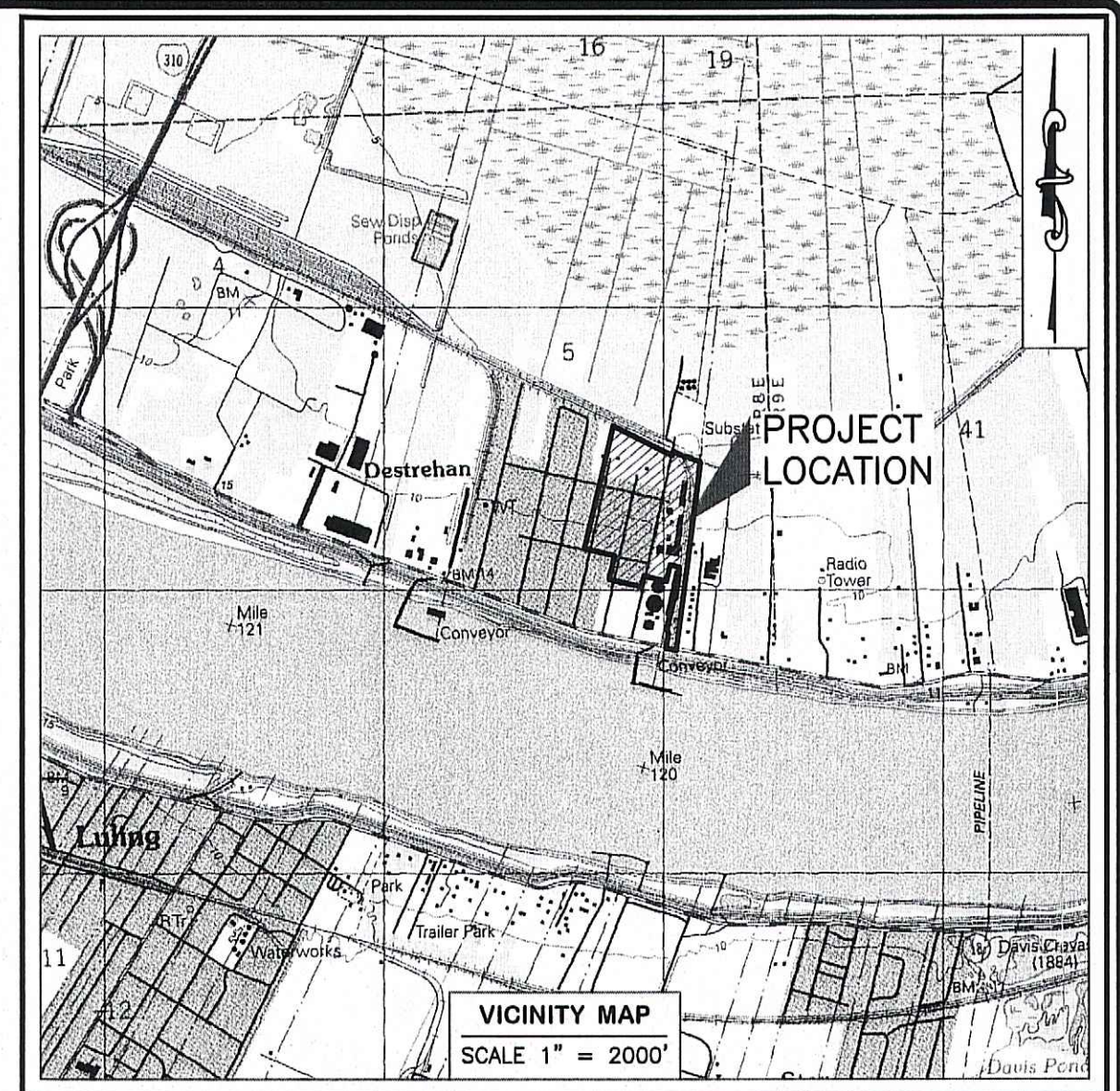
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LOT 36 (Not A Part)



VICINITY MAP
SCALE 1" = 2000'

LEGEND
 FOUND PROPERTY CORNER (AS NOTED) ○
 SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE) ●
 EXISTING CHAIN LINK FENCE —○—

SCALE: 1" = 100'
 SCALE IN FEET

SHEET 2 OF 2

ACADIA 
LAND SURVEYING, LLC
 LOUISIANA • MISSISSIPPI • ALABAMA • TEXAS
 206 EAST 2ND STREET, THIBODAUX, LOUISIANA 70301
 Phone • (985) 449-0094 Fax • (985) 449-0085
 EMAIL • ACADIA@ACADIALANDSURVEYING.COM

CERTIFICATION:
 This is to certify to BUNGE NORTH AMERICA, INC. & BUNGE CHEVRON AG RENEWABLES, LLC that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Standards of Practice for Boundary Surveys as set forth by the State of Louisiana, Board of Registration for Professional Engineers and Land Surveyors and that the accuracy specifications and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

Michael P. Blanchard 10/24/2023
 Michael P. Blanchard, P.L.S. Reg. No. 4861

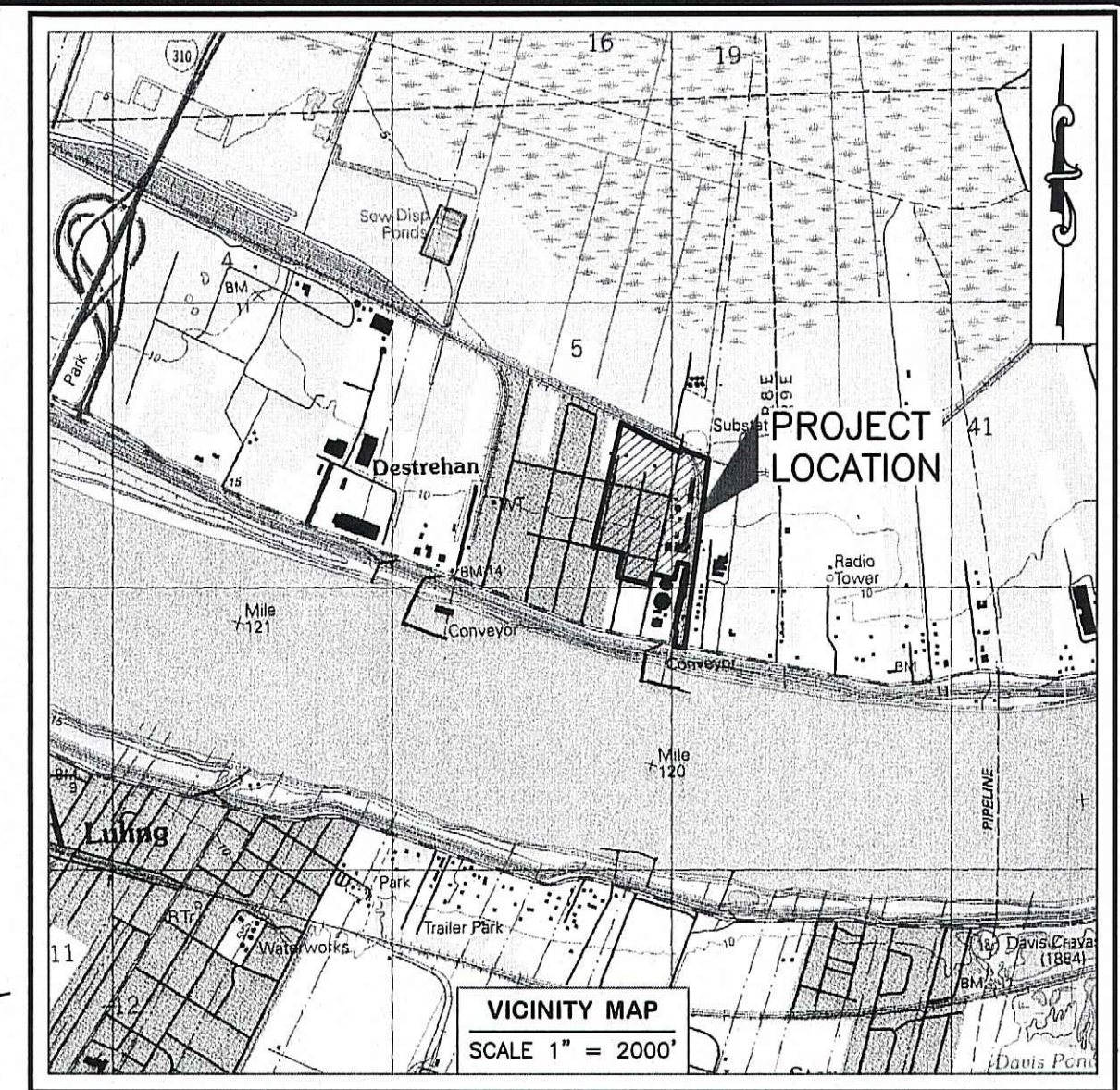
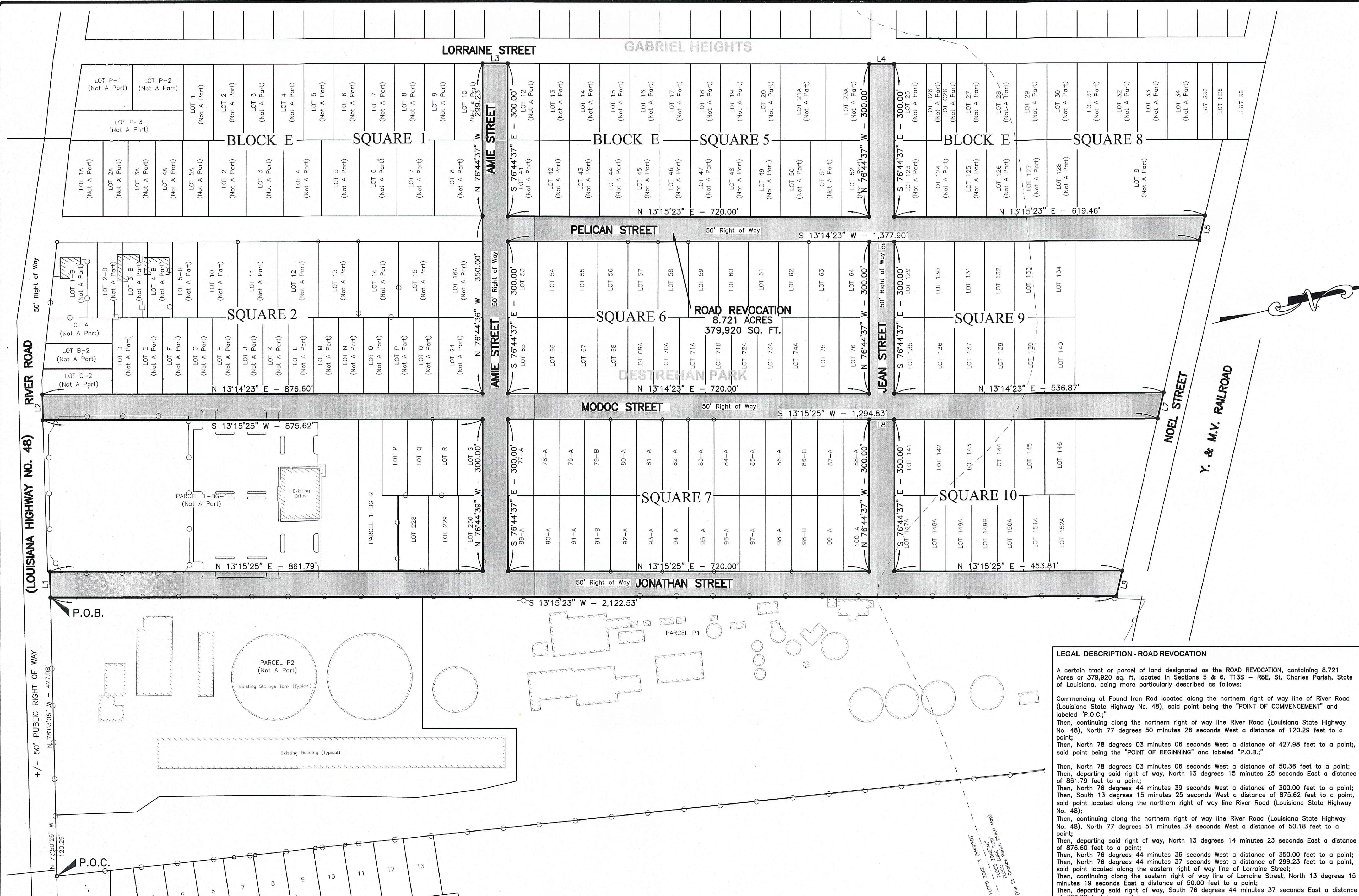
This survey plot is not valid without the raised or colored seal and signature of the Registered Land Surveyor.

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING & DISTANCE
C1	02°55'41"	3,483.11'	178.00'	S 67°58'47" E - 177.98'

RECORDATION:
 RECORDED IN THE ST. CHARLES PARISH CLERK OF COURT
 ON THE ____ DAY OF _____ 2023 IN CCB

APPROVALS:
 CHAIR PLANNING AND ZONING COMMISSION _____ DATE _____
 PARISH PRESIDENT _____ DATE _____

LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N 20°44'17" W	54.55'	L6	N 13°15'25" E	0.25'
L2	N 06°03'30" E	127.66'	L7	N 77°51'34" W	25.17'
L3	N 00°18'21" W	72.69'	L8	S 76°44'37" E	150.00'
L4	N 76°46'29" W	103.76'	L9	N 13°15'23" E	50.71'
L5	S 13°15'25" W	4.94'	L10	N 13°15'23" E	10.73'



- NOTES:
- Reference Maps:
 - Sketches Showing the Resubdivision of Lots C, 17 Thru 23 Inclusive of SQ. 2 into Lots A, B, 2-C, 2-D, E, F, G, H, J, K, L, M, N, O, P and Q, Resubdivision of Lots D and 25 Thru 32 Inclusive of SQ. 3 into Lots A, B, C, D, 2-E, 2-F, G, H, J, K, L, M, N, O, P, Q, R and S. Prepared By: H.O. Landry Sr. Dated: March 13, 1954.
 - Survey Plat and Resubdivision of Lots A, B, C, D-2, E-2, F, G, H, J, K, L, M, N, O, 1-E, 2-E, 3-E, 4-E, 33, 34, 35, 36, 37 & 38, Square 3, Destrehan Park & To Show the Change in Zoning from the Current Zone of Zone R-1A to Zone C-2 for Lot 1-B6, square 3, Destrehan Park Situated in Section 5, T-13-S, R-8-E Destrehan, St. Charles Parish, Louisiana. Prepared By: Riverlands Surveying Company Dated: January 8, 2014
 - Survey Plat Titled: Plan of the Revocation to Revoke James Subdivision Consisting of a Portion of James Street and a 40' Street, Plan of Resubdivision of James Street 40' Street, Lots 14 Thru 34 of Block 1 & the Pecan Grove School Lot of James Subdivision into a Lot Herein Designated as Lot 14A of James Subdivision and Plan to Show the Change in the Current Zone of Zone R-1 to Zone M-1 Situated in Section 6, T-1-S, R-8-E Destrehan, St. Charles Parish, Louisiana, Recorded in the Clerk of Courts Office St. Charles Parish on the 27th day of May 2008, in Book 713, Folio 754, Entry # 342861 By: Riverlands Surveying Company
 - Survey Plat Titled: James Sub-Division a sub Division of Portion of Lots 21 & 22 of Pecan Grove Sub-Division Near St. Rose - St. Charles Parish, La. in Section 6-1135-RBE By: E.M. Collier Dated: November 20, 1958 Revised: February 10, 1961
 - Destrehan Park being a subdivision of a portion of Modoc Plantation and Located in Section 5, T-13, R-8-E, S.E. District of LA East of Mississippi River, St. Charles Parish, LA By: Hatard & Webb, Civil Engineers Dated: November 23, 1951 Revised: August 26, 1952 Entry No. COB 139; Pg. 114
 - Gabriel Heights Located in Section 5, T-13, R-8-E, S.E. District of LA East of Mississippi River, St. Charles Parish, LA By: Hatard & Webb, Civil Engineers Dated: August 9, 1951 Entry No. COB 139; Pg. 123
 - Basis of Bearing: Reference Map "A." The bearings shown hereon are based on the Louisiana Coordinate System of 1983 South Zone - NAD 83 using GPS C4Gnet-RTN System accessed on JULY 21, 2022. (*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.
 - Flood Note: In accordance with FEMA Flood Insurance Rate Map Panel Number 220160 0150 C, dated June 16, 1992, for St. Charles Parish, Louisiana (Unincorporated Areas) the property hereon is located in Flood Zone "X" (Shaded) and Flood Zone "AE" and Flood Zone A99 (Per St. Charles Parish DFRM Map)
 - No attempt has been made by Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions, servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client, or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
 - Utilities: Acadia Land Surveying, L.L.C. made no attempt to locate visible or buried utilities as part of this survey. All necessary sewer, water and/or other utility extensions shall be made by and solely at the lot owner's expense.
 - The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

LEGAL DESCRIPTION - ROAD REVOCATION

A certain tract or parcel of land designated as the ROAD REVOCATION, containing 8.721 Acres or 379,920 sq. ft. located in Sections 5 & 6, T13S - R8E, St. Charles Parish, State of Louisiana, being more particularly described as follows:

Commencing at Found Iron Rod located along the northern right of way line of River Road (Louisiana State Highway No. 48), said point being the "POINT OF COMMENCEMENT" and labeled "P.O.C.,"

Then, continuing along the northern right of way line River Road (Louisiana State Highway No. 48), North 77 degrees 50 minutes 26 seconds West a distance of 120.29 feet to a point;

Then, North 78 degrees 03 minutes 06 seconds West a distance of 427.98 feet to a point, said point being the "POINT OF BEGINNING" and labeled "P.O.B.,"

Then, North 78 degrees 03 minutes 06 seconds West a distance of 50.36 feet to a point;

Then, North 13 degrees 14 minutes 23 seconds East a distance of 720.00 feet to a point;

Then, North 76 degrees 44 minutes 37 seconds West a distance of 300.00 feet to a point;

Then, North 76 degrees 44 minutes 37 seconds West a distance of 299.23 feet to a point, said point located along the eastern right of way line of Lorraine Street;

Then, continuing along the eastern right of way line of Lorraine Street, North 13 degrees 15 minutes 19 seconds East a distance of 50.00 feet to a point;

Then, North 13 degrees 15 minutes 23 seconds East a distance of 720.00 feet to a point;

Then, North 76 degrees 44 minutes 37 seconds West a distance of 300.00 feet to a point, said point located along the eastern right of way line of Lorraine Street, North 13 degrees 15 minutes 23 seconds East a distance of 50.00 feet to a point;

Then, departing said right of way, South 76 degrees 44 minutes 37 seconds East a distance of 300.00 feet to a point;

Then, North 13 degrees 15 minutes 23 seconds East a distance of 619.46 feet to a point, said point located along the southern right of way line of Noel Street;

Then, continuing along the southern right of way line of Noel Street, South 63 degrees 25 minutes 24 seconds East a distance of 51.72 feet to a point;

Then, South 13 degrees 14 minutes 23 seconds West a distance of 1,377.90 feet to a point;

Then, South 76 degrees 44 minutes 37 seconds East a distance of 300.00 feet to a point;

Then, North 13 degrees 14 minutes 23 seconds East a distance of 720.00 feet to a point;

Then, North 76 degrees 44 minutes 37 seconds West a distance of 300.00 feet to a point;

Then, North 13 degrees 14 minutes 23 seconds East a distance of 50.00 feet to a point;

Then, South 76 degrees 44 minutes 37 seconds East a distance of 300.00 feet to a point;

Then, North 13 degrees 15 minutes 23 seconds East a distance of 453.81 feet to a point, said point located along the southern right of way line of Noel Street;

Then, continuing along the southern right of way line of Noel Street, South 63 degrees 25 minutes 24 seconds East a distance of 51.72 feet to a point;

Then, departing said right of way, South 13 degrees 15 minutes 23 seconds West a distance of 2,122.53 feet to the "POINT OF BEGINNING".

LINE	BEARING	LENGTH
L1	N 78°03'06" W	50.36'
L2	N 77°51'34" W	50.18'
L3	N 13°15'19" E	50.00'
L4	N 13°15'23" E	50.00'
L5	S 63°25'24" E	50.17'
L6	N 13°14'23" E	50.00'
L7	S 63°25'24" E	52.24'
L8	N 13°15'25" E	50.00'
L9	S 63°25'24" E	51.72'

PLAT SHOWING EXHIBIT
OF
ROAD REVOCATION FOR
MODOC STREET & A PORTION OF
JONATHAN STREET, PELICAN STREET,
AMIE STREET AND JEAN STREET
LOCATED IN SECTION 5 & 6,
TOWNSHIP 13 SOUTH - RANGE 8 EAST
DESTREHAN, LOUISIANA
ST. CHARLES PARISH
FOR
BUNGE NORTH AMERICA, INC. &
BUNGE CHEVRON AG RENEWABLES, LLC

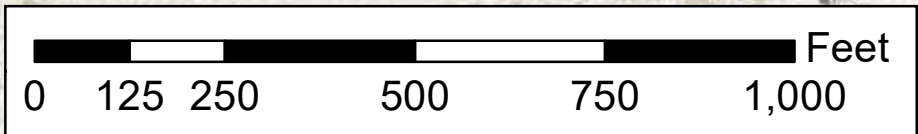
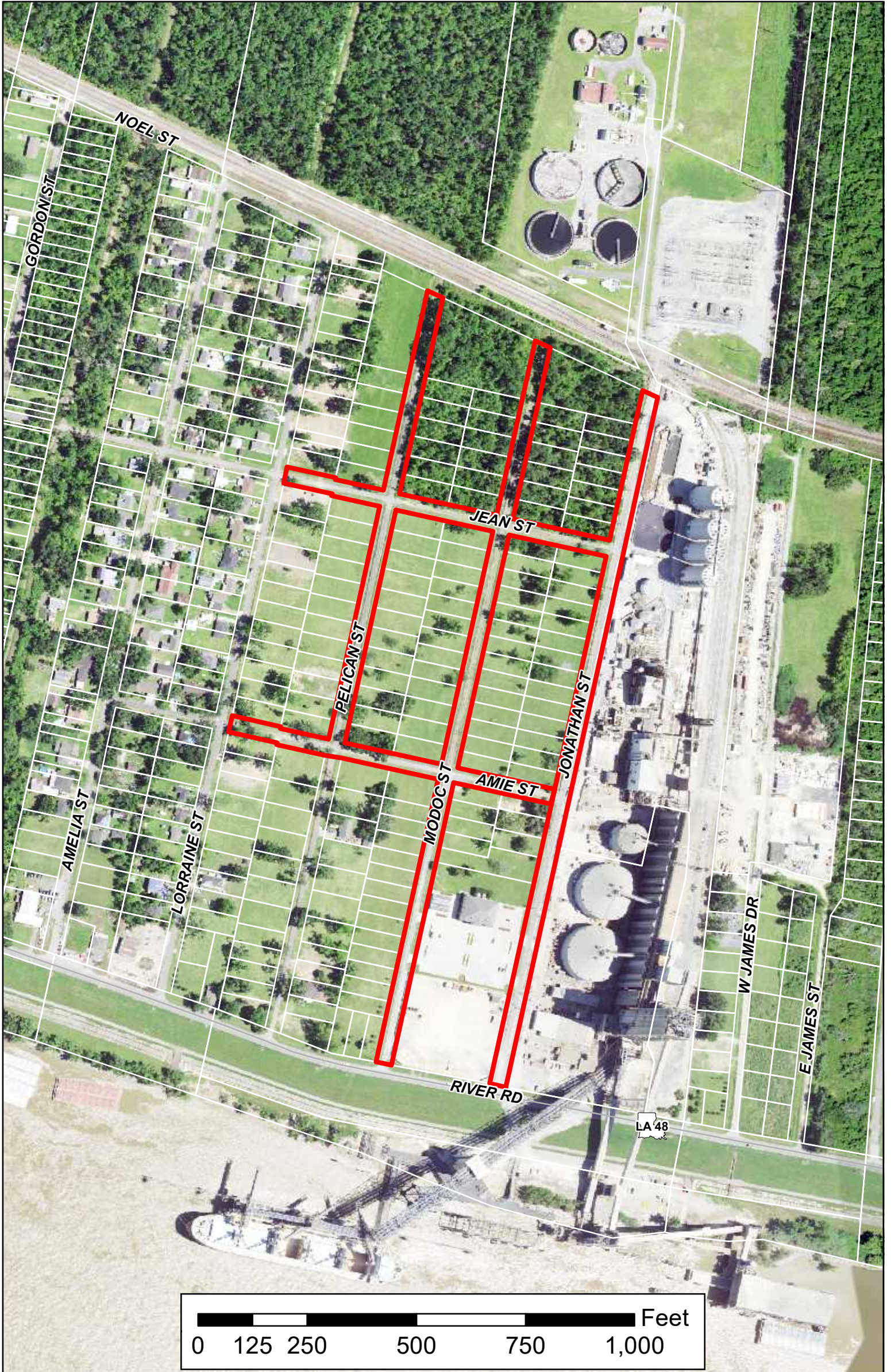
SCALE: 1" = 100'
SCALE IN FEET

ACADIA LAND SURVEYING, LLC
LOUISIANA • MISSISSIPPI • ALABAMA • TEXAS
205 EAST 2ND STREET, THIBODAUX, LOUISIANA 70301
Phone • (985) 449-0094 Fax • (985) 449-0085
EMAIL • ACADIA@ACADIALANDSURVEYING.COM

DATE: October 24, 2023
CHECKED BY: MPB
REVISION DESCRIPTION: APPROVED BY: MPB
ALS FILE: 2021/21-01-586/21-586 road revocation.dwg











Michael P. Blanchard, P.L.S.
Reg. No. 4861
10/24/2023

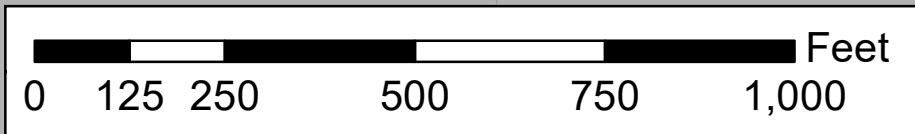
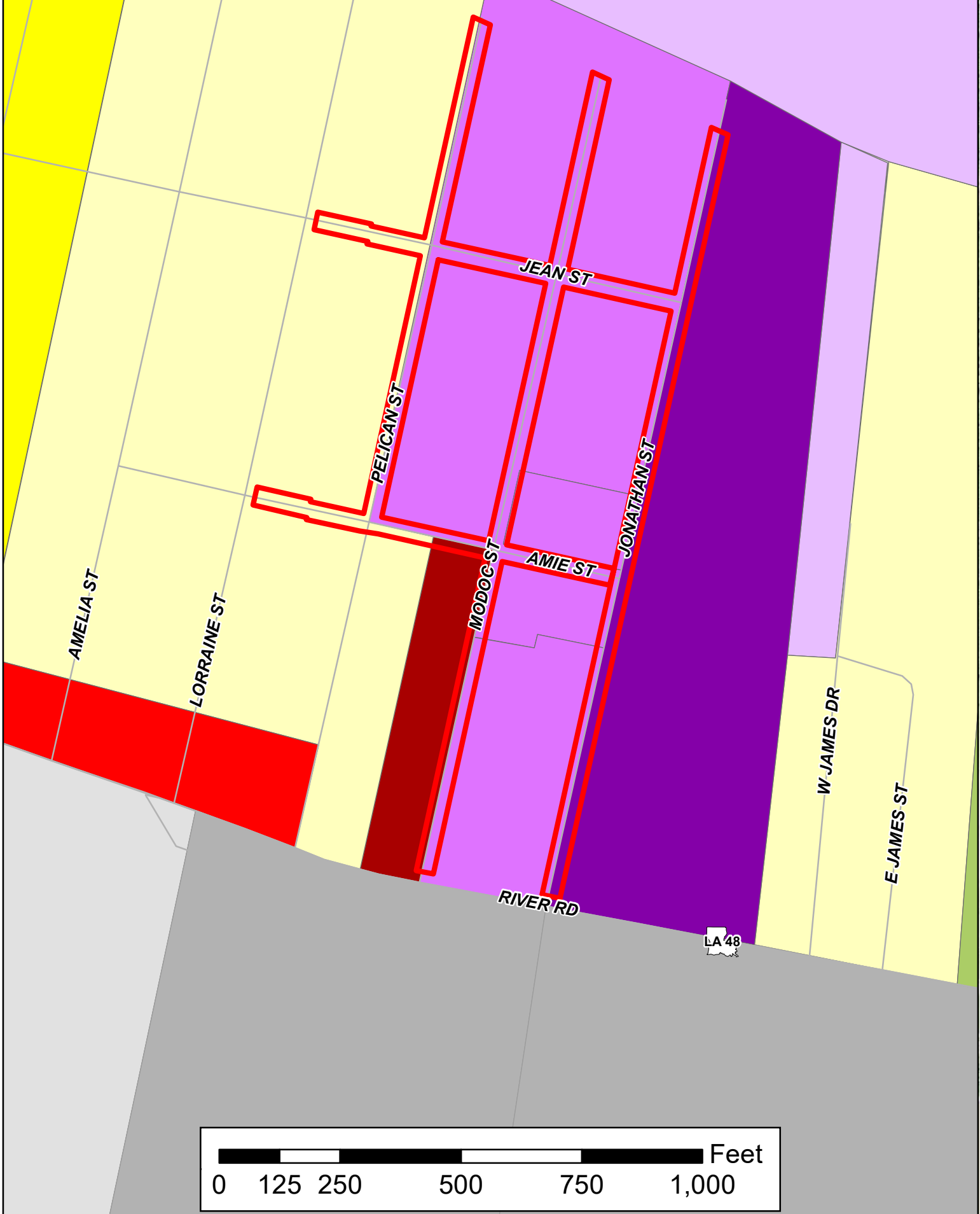
This exhibit is not valid without the raised or colored seal and signature of the Registered Land Surveyor. This exhibit also does not purport to be a boundary survey and does not meet the most recent Standards of Practice for Land Surveyors as set forth by the State of Louisiana, Board of Registration for Professional Engineers and Land Surveyors.



2023-1-REV
BUNGE



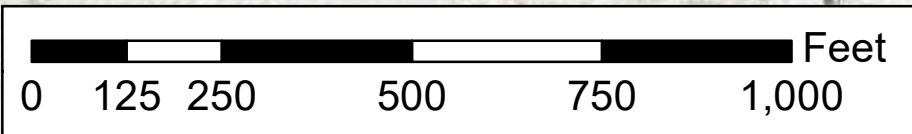
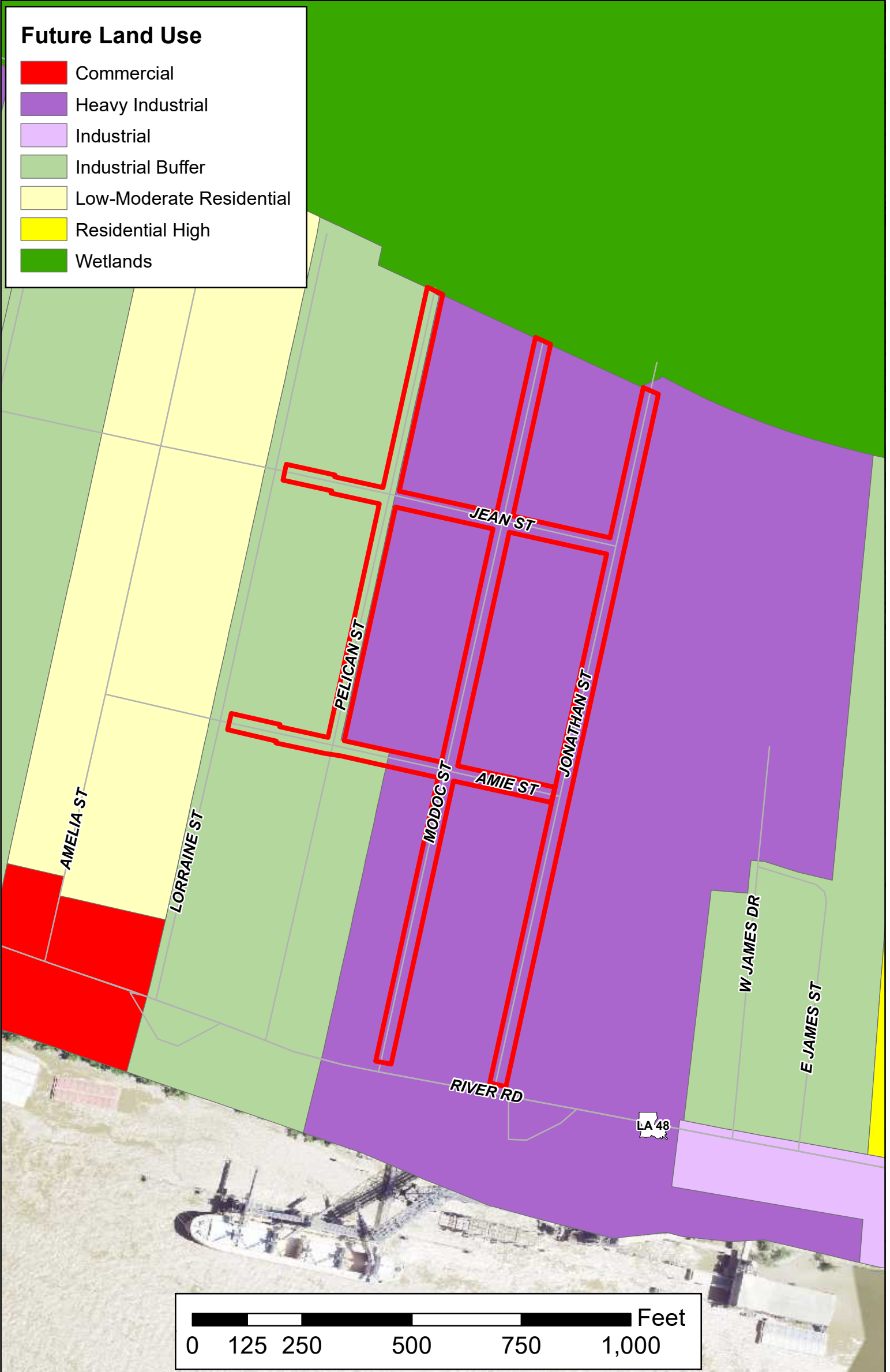
ZONING			
	B1		M2
	B2		M3
	C2		OL
	C3		R1A
	M1		R1AM





Future Land Use

- Commercial
- Heavy Industrial
- Industrial
- Industrial Buffer
- Low-Moderate Residential
- Residential High
- Wetlands





ST. CHARLES PARISH

PUBLIC WORKS


MATTHEW JEWELL
PARISH PRESIDENT

MILES BINGHAM, P.E.
DIRECTOR

Memorandum

Date: October 23, 2023

To: Michael Albert
Director of Planning and Zoning

From: Miles B. Bingham, P.E. 
Director of Public Works

Re: **Revocation of Streets by Bunge**

Public Works has reviewed the proposed plan for the revocation of streets and has the following comments/concerns.

1. Public Works does not agree with stopping the revocation of Pelican Street at Amie Street (also to be revoked). Our recommendation would be to revoke Pelican Street to the North property line of Lot 5-B, square. Maintaining the additional length of Pelican Street serves no public purpose. This is based on the assumption that the property at Lot 14, square on Pelican Street will be demolished.
2. The intersection of Noel Street and Jonathan Street is not adequately defined for Public Works to assess the geometrics of this intersection. We require a detailed intersection drawing showing the turning radii, the intersection in relation to the railroad tracks and right-of-way, and any other pertinent intersection details. It is our understanding that the intention is for all large trucks (18-wheelers) to use Jonathan Street; however, Public Works will require the intersection to be designed for 18-wheeler access, in the event of an emergency within in the Bunge Plant that would close Jonathan Street.

3. The revocation of Jonathan Street will leave The Parish with no controlled access to the Sewer Treatment Plant. Public Works understands that Bunge has agreed to provide the Parish a perpetual right of access to Jonathan Street for large trucks (18-wheelers) going to and from the Sewer Treatment Plant. This agreement needs to be in place prior to the revocation being finalized. In addition, since Bunge intends to fence in their property and provide gated entrance to Jonathan Street, The Parish needs to be assured that the gates will be located so as not to have an 18-wheeler block the intersections at River Road/Jonathan or the intersection or railroad crossing at Noel and Jonathan.
4. Based on the same concerns as stated for item 3, the Public Works Department strongly recommends that Lot 36, Block E and Lot N35, Block E be transferred into the possession of St. Charles Parish prior to the revocation. This transfer safeguards the Parish's access to the Sewer Treatment Plant by providing the necessary property to connect to the existing Noel Street corridor. The Public Works Department also does not agree with the geometry shown on the proposed Bunge re-subdivision plan. We believe that Noel Street should intersect Lorraine Street perpendicularly (at 90° Angle). The proposed property geometry does not show the proposed roadway intersection; what is shown indicates that the angle of the intersection will be more acute, than 90° degrees. This intersection, like the Noel/Jonathan intersections, needs to be able to accommodate the turning radius of an 18-Wheeler.

Please provide Public Works with a response to each of these concerns.

CC:

Michael Palamone, Chief Administrative Officer
Brandon Bernard, Assistant Director of Public Works
Lee Zeringue, PE, Senior Parish Engineer
Chris Welker, Planner II



ST. CHARLES PARISH


WASTEWATER

MATTHEW JEWELL
PARISH PRESIDENT

DAVID DEGENERES
DIRECTOR

Date: October 26, 2023

To: Michael Albert
Director of Planning and Zoning

From: David deGeneres 
Director of Wastewater

Re: Revocation of Streets by Bunge

Wastewater has reviewed the proposed plan for the revocation of streets and has the following comments/concerns:

1. Jonathan Street is the only access to the Destrehan Wastewater Treatment Plant. A new access will have to be established if we are no longer able to access the plant through Jonathan St.
2. Bunge lift station force main hits manhole on Jonathan St. This force main will need to be rerouted to manhole on Loraine St.
3. Wastewater will need to maintain servitudes over all sewer lines until all properties are acquired by Bunge.

CC:

Michael Palamone, Chief Administrative Officer

Chris Welker

From: Sean Lewis
Sent: Thursday, October 26, 2023 12:18 PM
To: Greg Gorden; Chris Welker; David deGeneres; Rickey Robert
Subject: Re: bunge letter

Chris, as per our conversation via zoom on Tuesday, Waterworks has the following comments pertaining to Bunge revocation.

- Waterworks will cap existing waterline North of 105 Pelican St after construction is finished because Bunge will need to utilize this line for construction trailers.
- Bunge will need to relocate 6 inch fire line and 2 inch domestic water meter on Modoc St to River Rd. Then the roughly 700 feet of waterline that dead ends by the fire hydrant South of Amie St would belong to Bunge.
- Bunge will need to get a meter and Backflow preventer installed on Johnathan St by CN Railroad and tie into existing 6 inch waterline. The waterline will then need to be capped off by River Rd to be disconnected from our system. We do have a total of 4 water meters along Johnathan St that will need to be taken out and replaced with spool pieces or Bunge can re configure those lines as they please. Backflows can be removed also if Bunge chooses to do so as we will have one already installed by RR tracks. These meters are 10 inch, 6 inch, 3 inch, and 2 inch. This line will then belong to Bunge.
- Waterworks will make a new tap along RR tracks to feed Entergy substation meter that is existing.

All of this work will need to be coordinated though myself. Any additional questions/comments please contact me.

Thanks

Sean Lewis
Distribution Construction Coordinator
St Charles Parish Waterworks
(504)329-5949
seanl@scpwater.org

Get [Outlook for iOS](#)

From: Greg Gorden <ggorden@scpwater.org>
Sent: Thursday, October 26, 2023 11:02:19 AM
To: Chris Welker <cwelker@stcharlesgov.net>; David deGeneres <ddegeneres@stcharlesgov.net>
Cc: Sean Lewis <seanl@scpwater.org>
Subject: RE: bunge letter

Sean is going to get it developed.

From: Chris Welker <cwelker@stcharlesgov.net>
Sent: Thursday, October 26, 2023 9:30 AM
To: David deGeneres <ddegeneres@stcharlesgov.net>; Greg Gorden <ggorden@scpwater.org>

Cc: Sean Lewis <seanl@scpwater.org>

Subject: bunge letter

Following up regarding response letters for the Bunge revocation (initial memos attached).

We'll be assembling the commission agenda today and will have it distributed and published tomorrow morning. Hoping to have wastewater/waterworks input included.

Thank you,

Chris Welker, AICP

Senior Planner, St. Charles Parish

P (985) 783-5060 | D (985) 331-3783

P.O. Box 302 | Hahnville, LA 70057

Please be aware that receipt of and/or response to this email may be considered a public record.

Chris Welker

From: Sean Lewis
Sent: Wednesday, November 1, 2023 3:36 PM
To: Chris Welker
Subject: Fwd: Waterline comments for Bunge revocation

Follow Up Flag: Follow up
Flag Status: Flagged

Chris. This was a follow up email that you were not cc'd in. This should be on the agenda. Sorry for the delay.

Get [Outlook for iOS](#)

From: Sean Lewis <seanl@scpwater.org>
Sent: Monday, October 30, 2023 2:14 PM
To: Corey Oubre <cmoubre@stcharlesgov.net>; Dawn Higdon <dhigdon@stcharlesgov.net>
Cc: ggorden@scpwater.org <ggorden@scpwater.org>; Rickey Robert <rrobert@scpwater.org>
Subject: Waterline comments for Bunge revocation

PELICAN ST

-Waterworks will cap existing waterline North of 105 Pelican St after construction is finished because Bunge will need to utilize this line for construction trailers. The 6 inch water line north of 105 Pelican St will then be abandoned in place.

MODOC ST

-Bunge will need to relocate 6 inch fire line and 2 inch domestic water meter that is currently on the West side of existing office building on Modoc St to River Rd. Then the roughly 700 feet of waterline that dead ends by the fire hydrant South of Amie St would belong to Bunge. This hydrant can be removed if Bunge chooses to do so.

JOHNATHAN ST

-We first discussed installing one meter at CN Railroad and capping waterline at River Rd. After further discussion Waterworks has come to the conclusion that this will not be possible. Reason being is Bunge has a total of 4 water meters currently feeding from Johnathan St. These meters are 10 inch, 6 inch, 3 inch and 2 inch. Worst case scenario is that all 4 of these are being used at the same time and will affect our main feed to St Rose which is the 10 inch main line along CN Railroad. In the past, being tied in at River Rd would handle some of that flow. Bunge will need to get a meter and Backflow preventer installed on Johnathan St by CN Railroad and tie into existing 6 inch waterline that runs along Johnathan St to feed current 6 inch and 10 inch lines that tie into Bunge. Then a separate meter and backflow installed at River Rd to feed the current 3 inch and 2 inch domestic water lines that Bunge has. The waterline will need to be capped somewhere in the middle both ways. This will prevent line being looped into our system in the event one of the backflows should fail. Then the 4 current water meters would need to be removed and replaced with spool pieces or Bunge can re configure those lines as they please. Backflows attached to these meters can be removed also if Bunge chooses to do so as we will have one already installed by RR tracks and one at River Rd. These lines and hydrants will then belong to Bunge. Waterworks will make a new tap along RR tracks to feed Entergy substation meter that is existing. Waterworks requires Octave Master Meter for our water meters. Backflow preventers will be RPZ. All of this work with the exception of Pelican St will be performed by contractor through Bunge and will need to be coordinated though myself. Any additional questions/comments please contact me.

Sean Lewis
Distribution Construction Coordinator
St Charles Parish Waterworks
Phone (985) 783-5110
Fax (985) 785-2005





St. Charles Parish

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

Legislation Details

File #: 2023-0321 **Version:** 1 **Name:** Support Councilman Bob Fisher for At Large Member on the Executive Board of the Police Jury Association of Louisiana

Type: Resolution **Status:** Tabled

File created: 11/20/2023 **In control:** Parish Council

On agenda: 11/20/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors: Julia Fisher-Cormier, Mary K. Clulee

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/20/2023	1	Parish Council		
11/20/2023	1	Parish Council		
11/20/2023	1	Council Member(s)	Introduced	



St. Charles Parish

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

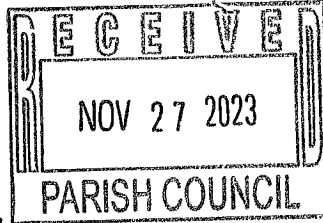
Legislation Details

File #: 2023-0342 **Version:** 1 **Name:** Ms. Reanda Pierre: WAIVER
Type: Public Speaker **Status:** Public Speaker
File created: 12/4/2023 **In control:** Parish Council
On agenda: 12/4/2023 **Final action:**
Enactment date: **Yes**
Title: Ms. Reanda Pierre: WAIVER
Sponsors:
Indexes:
Code sections:
Attachments: [2023-0342 R. Pierre Petition and Attachments](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

PETITION TO ADDRESS THE COUNCIL

St. Charles Parish Council Chairman
P. O. Box 302
Hahnville, LA 70057
(985) 783-5000
scpcouncil@stcharlesgov.net



Today's Date: 11/27/2023

Dear Chairman:

Please place my name to address the Council on:

COUNCIL MEETING DATE(S): 12/4/2023 and 12/18/2023

SPECIFIC TOPIC: WAIVER

(*See specific guidelines on the reverse side and refer to Parish Charter Article VII Sec. I / It makes no provision for initiating debate, discussion, or question and answer sessions with Councilmembers or Administration Officials.)

DOCUMENTS, IF ANY: YES / NO
DOCUMENTS **MUST BE ATTACHED AT THE TIME OF SUBMISSION**

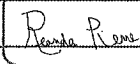
NAME: Reanda Pierre, sole member

COMPANY / ORGANIZATION: Louisiana Business Center/and/or The Business Lounge DBA The Bank

(Note: If you are speaking on behalf of a Company/Organization, see additional requirement in Council Guidelines/Page 2)

MAILING ADDRESS: 12153 Highway 90

PHONE: 504.723.2485 Authentisign EMAIL ADDRESS: LoveGoingHome@gmail.com

SIGNATURE: 

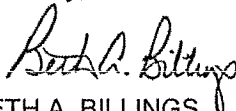
Dear Constituent:

Thank you for your active participation. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

- The Home Rule Charter provides for citizens to address the Council. **All requests and pertinent information must be received in writing by the Council Secretary at least one (1) week prior to the scheduled meeting; request may be hand-delivered, mailed or emailed (scpcouncil@stcharlesgov.net), to be received by 4:00 pm. It makes no provision for initiating debate, discussion, or question and answer sessions with Councilmembers or Administration Officials.** Your right is also guaranteed to examine public documents as you prepare your presentation.
- Please be brief and limit your comments to the specific subject matter on which you have requested to address the Council. Please reference the Council guidelines for time limit specifications.
- **Supporting documents/handouts if applicable must be provided at the time your form is submitted.**
- **Slandorous remarks and comments will not be tolerated.** If slanderous remarks or comments are made, your opportunity to address the Council will end, regardless of the remaining time left to address the Council.
- **Repetitious comments and subject matter will be strictly limited.**

A confirmation letter will follow when your name is placed on the agenda.

Sincerely,


BETH A. BILLINGS
COUNCIL CHAIRMAN

(OVER)

**State of
Louisiana
Secretary of
State**



COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
THE BUSINESS LOUNGE, LLC	Limited Liability Company	LULING	Active

Previous Names

Business: THE BUSINESS LOUNGE, LLC
Charter Number: 45108891K
Registration Date: 9/30/2022

Domicile Address

12153 HIGHWAY 90
STE 321
LULING, LA 70070

Mailing Address

12153 HIGHWAY 90
STE 321
LULING, LA 70070

Status

Status: **Active**
Annual Report Status: **In Good Standing**
File Date: 9/30/2022
Last Report Filed: N/A
Type: Limited Liability Company

Registered Agent(s)

Agent:	REANDA PIERRE
Address 1:	12153 HIGHWAY 90
City, State, Zip:	LULING, LA 70070
Appointment Date:	9/30/2022

Officer(s)

Additional Officers: No

Officer:	REANDA PIERRE
Title:	Manager, Member
Address 1:	12153 HIGHWAY 90
City, State, Zip:	LULING, LA 70070

Amendments on File



The Louisiana Business Center's Highway 90 location in Luling.

Luling-based Louisiana Business Center plans food truck village

Kahlil Turner Editor
kturner@heraldguide.com

Reanda Pierre, real estate agent and local owner of the Louisiana Business Center on Highway 90 in Luling, recently announced plans to expand her business location to include a new food truck village concept.

The Louisiana Business Center, located at 12153 Highway 90, is a co-networking business that occupies the site of a former retail bank building at the corner of Lakewood Drive and Highway 90. The location, which has undergone a modern makeover since Pierre took over the building, currently offers business and meeting space, with rooms also

available for rent for small events.

The new food truck village, currently in planning stages, promises to be an extension of the Louisiana Business Center's operations, which Pierre says is in business to serve other local area small businesses.

"This is just an opportunity for us to gather on a more consistent basis and have conversations around the table, but also support small businesses who are looking to get into the restaurant business, who might not want a full

FOOD TRUCK on 12A

FOOD TRUCK from 4A

brick and mortar location or the expenses of overhead," Pierre said. "So, it's just a part of the overall plan."

There has been an explosion of food truck businesses and food truck villages, popping up all around the country especially in major cities like Denver, Portland, Austin, Houston and Los Angeles. According to online data service SkyQuest, the food truck industry is poised to grow from \$1.23 billion in gross sales in 2022 to over \$2.04 billion by the year 2030.



Part of the allure of running a food truck business for entrepreneurs is the lower overhead - a typical food truck company costs around \$50,000 to \$60,000 to launch, versus the much higher initial investment required to open a new brick and mortar restaurant.

New restaurants carry higher risks during the start-up phase, with the National Restaurant Association reporting 80 percent of most new restaurants fail within the first five years. The first year in business is even more dire - around 60 percent of all restaurants fail in the first year of operation. Food trucks offer

a common-sense way for hospitality entrepreneurs to manage financial risk, test food concepts and gain valuable operating experience while avoiding the higher costs of a brick-and-mortar restaurant.

Pierre said she and her team are currently interviewing prospective food trucks that may want to set up as part of her food truck village, sampling food and menus and making sure any new operators she brings on board are in compliance with any applicable food industry and parish regulations.

"Right now, we're meeting with food truck owners; we want to make sure that



Interior view of the Louisiana Business Center's newly renovated interior.

we bring a variety of food options for our residents," Pierre commented.

Pierre said she did not yet have a firm number of food truck operators that will set up at her site, given the operation was in its planning stages. The timeline as to when the food truck village will begin to operate was also currently tentative, with the process to take likely a few months to arrange.

For more details on Pierre and her business, the Louisiana Business Center, visit the site's Facebook page online.





4 of 7



Candace Breaux

2h ·



1

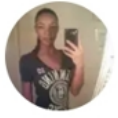


Like

Comment



Post insights



Oct 26: **Come out and enjoy!!**



Views

465 total Graph shows first 48 hours







The food was amazing! The wings,shrimp and the dessert was all delicious!

8:30 PM



🔥 100 Fried Ribs 👍

MMS



🔥 100 Crawfish Eggrolls 🍷

MMS

10:15 PM



🔥 100 Krazy Korn 👍
I especially liked this one !!

MMS

10:18 PM









The Louisiana Business Center's Highway 90 location in Luling.

Luling-based Louisiana Business Center plans food truck village

Kahlil Turner Editor
kturner@heraldguide.com

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FOOD TRUCK on 12A



Get Ready to Eat Good!!

Come Join Us For Our Soft Open

Luling
Food Truck
Village

Good
Vibes
Only

MALOU'S SOUTHERN EATERY MENU



SWEET HEAT WINGS \$13
FISH & SHRIMP COMBO \$18
MINI SHRIMP OR FISH POBOY
W/FRIES \$13



KANO KRAZY KORN \$5
CRAWFISH EGGROLLS \$13
PEACH COBBLER EGGROLLS \$10
BUFFALO CHICKEN EGGROLLS \$12



FRIED RIBS W/FRIES \$14
FRIED FISH W/ FRIES \$13
FRIED SHRIMP W/ FRIES \$14
LOADED FRIES \$2 EXTRA



WEDNESDAY
1 NOVEMBER 2023



PATIO OPENS
5:00PM, Pre-Order
Available



**"THE BANK" - LOUISIANA
BUSINESS CENTER**

12153 Highway 90, Luling, LA 70070



STAY TUNED



504-571-9990



Coming Soon



facebook.com/LulingFoodTrucks



St. Charles Parish

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

Legislation Details

File #: 2023-0336 **Version:** 1 **Name:** Accept resignation of Ms. Michele deBruler - St. Charles Parish Planning & Zoning Commission District VII Representative

Type: Appointment **Status:** In Council - Appointments

File created: 12/4/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors:

Indexes:

Code sections:

Attachments: [2023-0336 Resignation_deBruler 11.16.2023](#)

Date	Ver.	Action By	Action	Result
11/16/2023	1	Board Member	Resigned	
6/20/2022	1	Parish Council	Enacted Legislation	

RECEIVED

NOV 21 2023

PARISH COUNCIL

November 16, 2023

Mr. Randy Petit, Jr., Chairman
St. Charles Parish Planning & Zoning Commission
275 Alice Street
Ama, LA 70031

Dear Mr. Petit,

I am formally resigning from my position on the St. Charles Planning & Zoning Commission, effective November 16, 2023.

Thank you for the opportunity to serve St. Charles Parish representing District VII.

Sincerely,



Michele deBruler

cc: St. Charles Parish Council
Planning & Zoning Commission



St. Charles Parish

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

Legislation Details

File #: 2023-0337 **Version:** 1 **Name:** Appoint a member to the St. Charles Parish Planning & Zoning Commission as the District VII Representative

Type: Appointment **Status:** In Council - Appointments

File created: 12/4/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
6/20/2022	1	Parish Council	Enacted Legislation	



St. Charles Parish

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

Legislation Details

File #: 2023-0339 **Version:** 1 **Name:** Accept resignation of Mr. Ernest Eusea - St. Charles Parish Board of Adjustment District IV Representative

Type: Appointment **Status:** In Council - Appointments

File created: 12/4/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

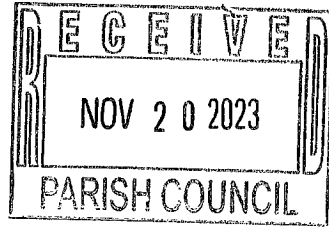
Sponsors:

Indexes:

Code sections:

Attachments: [2023-0339 Resignation_Eusea 12.22.2023](#)

Date	Ver.	Action By	Action	Result
12/22/2023	1	Board Member	Resigned	
11/15/2021	1	Parish Council	Enacted Legislation	



November 16, 2023

Parish Council
St. Charles Parish

Zoning Board of Adjustment
St. Charles Parish

Dear Parish Council & Zoning Board of Adjustment,

I will be resigning my position on the Zoning Board of Adjustment effective December 22, 2023.

Thank you for the opportunity to serve St. Charles Parish.

Sincerely,

A handwritten signature in cursive script that reads "Ernest P. Eusea". The signature is fluid and written in black ink.

Ernest P. Eusea



St. Charles Parish

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

Legislation Details

File #: 2023-0340 **Version:** 1 **Name:** Appoint a member to the St. Charles Parish Board of Adjustment as the District IV Representative

Type: Appointment **Status:** In Council - Appointments

File created: 12/4/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/15/2021	1	Parish Council	Enacted Legislation	



St. Charles Parish

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

Legislation Details

File #: 2023-0313 **Version:** 2 **Name:** Adopt 2024 Parish Council Meeting Schedule
Type: Special Matter **Status:** In Council - Special Matters
File created: 11/20/2023 **In control:** Parish Council
On agenda: 11/20/2023 **Final action:**
Enactment date: **Yes**
Title: Adopt 2024 Parish Council Meeting Schedule
Sponsors:
Indexes:
Code sections:
Attachments: [2023-0313 Proposed 2024 MEETING SCHEDULE](#)
[2023-0313 Proposed 2024 Color Coded Calendar with Explanation](#)

Date	Ver.	Action By	Action	Result
11/20/2023	1	Parish Council		



St. CHARLES PARISH COUNCIL 2024 MEETING SCHEDULE

Council Chambers / Courthouse, Hahnville / 2nd Floor
15045 River Road, Hahnville, LA 70057

MEETING DATE	DAY	TIME / DESCRIPTION
JANUARY 8	Monday	4:30 pm (Tentative), Organizational Meeting
JANUARY 9	Tuesday	6:00 pm, Regular Meeting
JANUARY 22	Monday	6:00 pm, Regular Meeting
FEBRUARY 5	Monday	6:00 pm, Regular Meeting
FEBRUARY 19	Monday	6:00 pm, Regular Meeting
MARCH 4	Monday	6:00 pm, Regular Meeting
MARCH 18	Monday	6:00 pm, Regular Meeting
APRIL 1	Monday	6:00 pm, Regular Meeting
APRIL 15	Monday	6:00 pm, Regular Meeting
MAY 6	Monday	6:00 pm, Regular Meeting
MAY 20	Monday	6:00 pm, Regular Meeting
JUNE 3	Monday	6:00 pm, Regular Meeting
JUNE 17	Monday	6:00 pm, Regular Meeting
JULY 8	Monday	6:00 pm, Regular Meeting
JULY 22	Monday	6:00 pm, Regular Meeting
AUGUST 5	Monday	6:00 pm, Regular Meeting
AUGUST 19	Monday	6:00 pm, Regular Meeting
SEPTEMBER 3	Tuesday	6:00 pm, Regular Meeting
SEPTEMBER 16	Monday	6:00 pm, Regular Meeting
OCTOBER 7	Monday	6:00 pm, Regular Meeting
OCTOBER 21	Monday	6:00 pm, Regular Meeting
NOVEMBER 4	Monday	6:00 pm, Regular Meeting
NOVEMBER 18	Monday	6:00 pm, Regular Meeting
DECEMBER 2	Monday	6:00 pm, Regular Meeting
DECEMBER 16	Monday	6:00 pm, Regular Meeting
EXPLANATION OF DEVIATIONS		
<ol style="list-style-type: none"> 1. January 8 – Organizational Meeting (Second Monday) 2. January 9 – First Regular Meeting (Tuesday) 3. January 15 – (January 22) Pushed/Organizational Meeting & MLK Holiday 4. July 1 & 15 – (July 8 & 22) Pushed/NACo Annual 5. September 2 – (September 3) Pushed/Labor Day Holiday 		

2024

JANUARY							JULY						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6		1	2	3	4	5	6
7	8	9	10	11	12	13	7	8	9	10	11	12	13
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28	29	30	31				28	29	30	31			

FEBRUARY							AUGUST						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29			25	26	27	28	29	30	31

MARCH							SEPTEMBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30					
31													

APRIL							OCTOBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6			1	2	3	4	5
7	8	9	10	11	12	13	6	7	8	9	10	11	12
14	15	16	17	18	19	20	13	14	15	16	17	18	19
21	22	23	24	25	26	27	20	21	22	23	24	25	26
28	29	30					27	28	29	30	31		

MAY							NOVEMBER						
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5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30

JUNE							DECEMBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
						1	1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	11	12	13	14
9	10	11	12	13	14	15	15	16	17	18	19	20	21
16	17	18	19	20	21	22	22	23	24	25	26	27	28
23	24	25	26	27	28	29	29	30	31				
30													

- PARISH COUNCIL MEETINGS**
- PARISH GOVERNMENT HOLIDAYS**
- NACo LEGISLATIVE CONFERENCE (FEB. 10-13)**
- POLICE JURY CONVENTION (FEB. 28-MARCH 1)**
- HURRICANE CONFERENCE (MARCH 25-28)**
- NACo ANNUAL CONFERENCE (JULY 12-15)**

Council Meeting Deviations:

- January 8 – Organizational Meeting (Second Monday)
- January 9 – First Regular Meeting (Tuesday)
- January 15 – (Jan. 22) Organizational Mtg & MLK Holiday
- July 1 – (July 8) NACo Annual
- July 15 – (July 22) NACo Annual
- September 2 - (Sept. 3 - Tuesday) Labor Day Holiday

Parish Government Holidays:

- M, Jan. 1, New Year's Day
- M, Jan. 15, Martin Luther King, Jr. Day
- M, February 12, President's Day Observed (Feb. 19)
- T, February 13, Mardi Gras
- F, March 29, Good Friday
- M, May 27, Memorial Day
- W, June 19, Juneteenth
- Th, July 4, Independence Day
- M, September 2, Labor Day
- M, November 11, Veterans Day
- Th & F, November 28 & 29, Thanksgiving and Day After
- T & W, December 24 & 25, Christmas Eve and Christmas
- T, December 31, New Year's Eve

NACo Legislative Conference:

February 10 - 13
Washington, D.C.

Police Jury Convention:

February 28 – March 1
Lake Charles, LA

Hurricane Conference:

March 25 - 28
Orlando, FL

NACo Annual Conference:

July 12 - 15
Hillsborough County (Tampa), FL



St. Charles Parish

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

Legislation Details

File #: 2023-0338 **Version:** 1 **Name:** Executive Session: LMB Services, LLC vs. Parish of St. Charles

Type: Special Matter **Status:** In Council - Special Matters

File created: 12/4/2023 **In control:** Parish Council

On agenda: 12/4/2023 **Final action:**

Enactment date: **Yes**

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

Sponsors: Matthew Jewell, Department of Legal Services

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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