



# St. Charles Parish

## Meeting Agenda

### Parish Council

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

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

Monday, April 15, 2024

6:00 PM

Council Chambers, Courthouse

Final

### CALL TO ORDER

### PRAYER / PLEDGE

*Reverend Marilyn Diggs*  
*Mount Zion Community Church, Boutte*

### APPROVAL OF MINUTES

*Regular Meeting – April 1, 2024*

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

- 1     [2024-0138](#)     Proclamation: “National Day of Prayer”  
**Sponsors:**     Mr. Jewell  
**Attachments:**   [2024-0138 National Day of Prayer](#)
  
- 2     [2024-0139](#)     In Recognition: Jerry Davis, 2023 St. Charles Parish Civil Service  
Employee of the Year  
**Sponsors:**     Mr. Fisher, Mr. Mobley, Ms. Fonseca, Ms. Wilson, Ms. Skiba, Mr. Pilié, Mr. Comardelle,  
Ms. O'Daniels, Ms. deBruler and Mr. Jewell  
**Attachments:**   [2024-0139 Jerry Davis](#)
  
- 3     [2024-0140](#)     Proclamation: Trash Bash Cleanup Day in St. Charles Parish  
**Sponsors:**     Mr. Jewell  
**Attachments:**   [2024-0140 Trash Bash Clean Up Day in SCP](#)
  
- 4     [2024-0141](#)     Proclamation: “Older Americans Month”  
**Sponsors:**     Mr. Jewell  
**Attachments:**   [2024-0141 Older Americans Month](#)

- 5     [2024-0142](#)     Proclamation: “Flood Risk Awareness Month in St. Charles Parish”  
**Sponsors:**     Ms. Fonseca  
**Attachments:**   [2024-0142 Flood Risk Awareness Month in SCP](#)
- 6     [2024-0143](#)     Proclamation: “Little Red Church Festival Weekend”  
**Sponsors:**     Ms. Wilson  
**Attachments:**   [2024-0143 Little Red Church Festival Weekend](#)
- 7     [2024-0144](#)     Proclamation: “Bayou Des Allemands Blessing of the Fleet Day”  
**Sponsors:**     Mr. Comardelle  
**Attachments:**   [2024-0144 Bayou Des Allemands Bessing of the Fleet Day](#)
- 8     [2024-0145](#)     Proclamation: “ALS Awareness Month in St. Charles Parish”  
**Sponsors:**     Mr. Fisher  
**Attachments:**   [2024-0145 ALS Awareness Month in SCP](#)

## REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- [2024-0152](#)     Information Technology
- [2024-0146](#)     Parish President Remarks/Report  
**Sponsors:**     Mr. Jewell

## ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

**Monday, May 6, 2024, 6:00 pm, Council Chambers, Courthouse, Hahnville**

- 9     [2024-0137](#)     An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the Ellington Structures-Kellogg Pump Station T-Wall Project No. P080905-5F, CPRA Project No. BA-0244, as part of the West Bank Hurricane Protection Levee Project, to decrease the contract amount by \$76,103.06 and decrease the contract time by forty-one (41) days.  
**Sponsors:**     Mr. Jewell and Department of Public Works  
**Attachments:**   [2024-0137 Kellogg T-Wall Final Change Order](#)  
                          [2024-0137 Letter](#)

- 29 [2024-0151](#) An ordinance approving and authorizing the execution of a Lease Agreement between the St. Charles Parish School Board and St. Charles Parish Department of Parks and Recreation for the use of various school sites for recreational purposes.

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

**Attachments:** [2024-0151 Lease Agreement SCPPS and SCPG 031824 \(002\)](#)  
[2024-0151 Exhibit 1 Recreation Sites Used 031824](#)  
[2024-0151 Recreation Department Assigned Responsibilities 031824](#)

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

- 36 [2024-0135](#) An ordinance approving and authorizing the execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from May 31, 2024 through July 12, 2024 (31 days).

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

**Attachments:** [2024-0135 Summer Feeding Contract 2024 2-16-24](#)  
[2024-0135 2024Summerfoodordinancenarrative](#)

**Legislative History**

4/1/24	Parish President	Introduced
4/1/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 41 [2024-0136](#) An ordinance approving and authorizing the execution of a Professional Services Agreement with Grace Hebert Curtis Architects, LLC, to perform architectural services for the St. Charles Parish Library Hahnville Branch, in the amount not to exceed \$387,941.00.

**Sponsors:** Mr. Jewell

**Attachments:** [2024-0136 2024 03 15 - SCP Hahnville Library - Legal Review](#)  
[2024-0136 Consent of Authorized Signors 1.1.2024](#)

**Legislative History**

4/1/24	Parish President	Introduced
4/1/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

**APPOINTMENTS**[2024-0147](#)

A resolution appointing a member to the Hospital Service District No. 1, Parish of St. Charles.

*On Monday, May 6, 2024, Council Chairman will accept nominations to the Hospital Service District No. 1, Parish of St. Charles to fill the vacancy created by the expiration of the term of Mr. James "Jake" Lemmon. Six (6) year term to begin May 22, 2024 and expire May 22, 2030.*

**Legislative History**

5/7/18 Parish Council Enacted Legislation  
Mr. James "Jake" Lemmon appointed to the St. Charles Parish Hospital Service District Board of Commissioners on May 7, 2018, per Resolution No. 6341  
Term: May 22, 2018 - May 22, 2024

[2024-0148](#)

A resolution appointing a member to the Hospital Service District No. 1, Parish of St. Charles.

*On Monday, May 6, 2024, Council Chairman will accept nominations to the Hospital Service District No. 1, Parish of St. Charles to fill the vacancy created by the expiration of the term of Mr. Timothy J. Vial. Six (6) year term to begin May 22, 2024 and expire May 22, 2030.*

**Legislative History**

5/7/18 Parish Council Enacted Legislation  
Mr. Timothy J. Vial appointed to the St. Charles Parish Hospital Service District Board of Commissioners on May 7, 2018, per Resolution No. 6342  
Term: May 22, 2018 - May 22, 2024

[2024-0149](#)

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

*On Monday, May 6, 2024, Council Chairman will accept nominations to the St. Charles Parish Planning & Zoning Commission from the District IV Councilmember to fill the vacancy created by the expiration of the term of Mr. Jack Keen. Four (4) year term to begin May 31, 2024 and expire May 31, 2028.*

**Legislative History**

5/18/20 Parish Council Enacted Legislation  
Mr. Jack Keen appointed to the St. Charles Parish Planning & Zoning Commission as the District IV Representative on May 18, 2020, per Resolution No. 6499  
Term: May 31, 2020 - May 31, 2024

[2024-0150](#)

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

*On Monday, May 6, 2024, Council Chairman will accept nominations to the St. Charles Parish Planning & Zoning Commission from the District VI Councilmember to fill the vacancy created by the expiration of the term of Mr. Carmine Frangella. Four (4) year term to begin May 31, 2024 and expire May 31, 2028.*

Legislative History

5/18/20	Parish Council	Enacted Legislation
	Mr. Carmine Frangella appointed to the St. Charles Parish Planning & Zoning Commission as the District VI Representative on May 18, 2020, per Resolution No. 6500	
	Term: May 31, 2020 - May 31, 2024	

**MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.****MEETINGS**

*HOUSING AUTHORITY: Tuesday, 4/23/24, 6PM, Council Chambers*  
*HOSPITAL SERVICE DISTRICT NO. 1: Wednesday, 4/24/24, 2PM, Council Chambers*  
*BOARD OF ADJUSTMENT (ZBA): Thursday, 4/25/24, 6PM Council Chambers*  
*LAFOURCHE BASIN LEVEE DISTRICT: Wednesday, 5/1/24, 6PM, Lafourche Basin Levee District Office, 21380 Highway 20, Vacherie*  
*PLANNING & ZONING COMMISSION: Thursday, 5/2/24, 6PM, Council Chambers*  
*ST. CHARLES PARISH COUNCIL: Monday, 5/6/24, 6PM, Council Chambers*

**ANNOUNCEMENTS**

**\*\*\*PLEASE NOTE THAT THERE WILL BE A THREE (3) WEEK LAPSE BETWEEN COUNCIL MEETINGS. THE NEXT REGULAR COUNCIL MEETING WILL BE HELD ON MONDAY, MAY 6, 2024, COUNCIL CHAMBERS, COURTHOUSE.**

**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  
985-783-5000  
www.stcharlesparish.gov

## Legislation Details

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**File #:** 2024-0138    **Version:** 1    **Name:** Proclamation: "National Day of Prayer"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 4/15/2024    **In control:** Parish Council  
**On agenda:** 4/15/2024    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "National Day of Prayer"  
**Sponsors:** Matthew Jewell  
**Indexes:**  
**Code sections:**  
**Attachments:** [2024-0138 National Day of Prayer](#)

Date	Ver.	Action By	Action	Result
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# PROCLAMATION

**WHEREAS,** because of the faith of many of our founding fathers, public prayer and national days of prayer have a long-standing and significant history in American tradition; and,

**WHEREAS,** the first call to prayer was proclaimed by the Second Continental Congress in 1775; and,

**WHEREAS,** the National Day of Prayer was created in 1952 by a joint resolution of Congress and signed into law by President Harry S. Truman. In 1988, the law was unanimously amended by both the House and the Senate and signed into law by President Ronald Reagan, designating the first Thursday of May as a day of national prayer; and,

**WHEREAS,** prayer brings people together; prayer builds bridges between opposing persons and even political parties, and prayer reminds us that we are created in God's image and He desires for us to represent Him everywhere we go. Prayer brings UNITY; and,

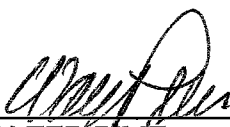
**WHEREAS,** the 2024 National Day of Prayer theme is "Lift Up the Word - Light Up the World". People across our Nation will gather together on this day to observe this symbolic event.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THURSDAY, MAY 2, 2024, AS**

## "NATIONAL DAY OF PRAYER"

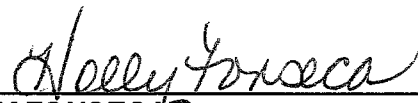
**IN ST. CHARLES PARISH.**

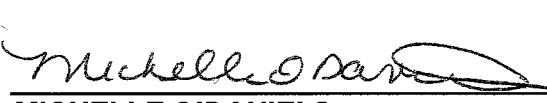
  
MATTHEW JEWELL  
PARISH PRESIDENT


  
WALTER PILIE  
COUNCILMAN, DISTRICT III

  
MICHAEL A. MOBLEY  
COUNCILMAN AT LARGE, DIV. A

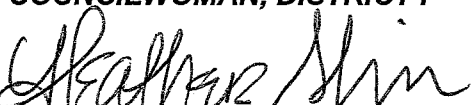
  
WILLIE COMARDELLE  
COUNCILMAN, DISTRICT IV

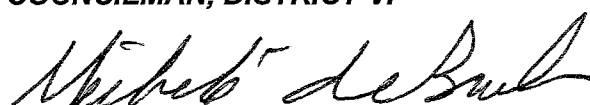
  
HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B

  
MICHELLE O'DANIELS  
COUNCILWOMAN, DISTRICT V

  
LA SANDRA D. WILSON  
COUNCILWOMAN, DISTRICT I

  
BOB FISHER  
COUNCILMAN, DISTRICT VI

  
HEATHER SKIBA  
COUNCILWOMAN, DISTRICT II

  
MICHELE DEBRULER  
COUNCILWOMAN, DISTRICT VII



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## Legislation Details

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**File #:** 2024-0139    **Version:** 1    **Name:** In Recognition: Jerry Davis, 2023 St. Charles Parish Civil Service Employee of the Year

**Type:** Proclamation    **Status:** Special Business

**File created:** 4/15/2024    **In control:** Parish Council

**On agenda:** 4/15/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** In Recognition: Jerry Davis, 2023 St. Charles Parish Civil Service Employee of the Year

**Sponsors:** Bob Fisher, Michael A. Mobley, Holly Fonseca, La Sandra D. Wilson, Heather Skiba, Walter Pilié, Willie Comardelle, Michelle O'Daniels, Michele deBruler, Matthew Jewell

**Indexes:**

**Code sections:**

**Attachments:** [2024-0139 Jerry Davis](#)

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

April 15, 2024

## IN RECOGNITION

**WHEREAS, Jerry Davis** is a resident of St. Charles Parish, residing in Norco, Louisiana with his wife Kerri. They are the proud parents of three children: Jessica, Kaleb, and Jordan; and,

**WHEREAS, Jerry** began working full time for St. Charles Parish in November 1997 as Equipment Operator II for the Department of Public Works, and now currently serves the Parish as a Distribution Specialist, for the Department of Waterworks; and,

**WHEREAS, Jerry's** loyalty, dedication, kind nature, and impeccable work ethic has set a model standard of public service to the residents of St. Charles Parish. He exemplifies an impressive level of excellence day in and day out without any desire of being accredited for these achievements; and,

**WHEREAS,** today, we thank you and offer our sincerest appreciation for all your hard work and commitment to St. Charles Parish.

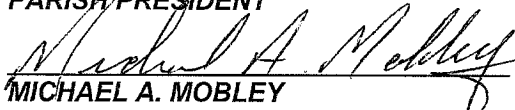
**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT,** do hereby recognize

### JERRY DAVIS 2023 ST. CHARLES PARISH CIVIL SERVICE EMPLOYEE OF THE YEAR

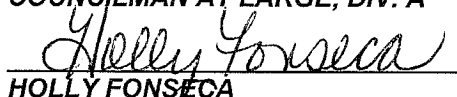
*"PARISH OF PLENTY"  
created in 1807 from the county of the  
"German Coast", a parish of  
unprecedented economic and social  
development, known for its  
hospitality, rural living and sporting  
opportunities... with the added  
distinction of being located  
on both sides of the  
Mighty Mississippi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



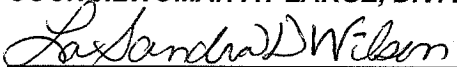
MATTHEW JEWELL  
PARISH PRESIDENT



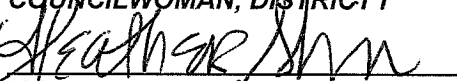
MICHAEL A. MOBLEY  
COUNCILMAN AT LARGE, DIV. A



HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B



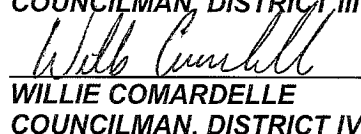
LA SANDRA D. WILSON  
COUNCILWOMAN, DISTRICT I



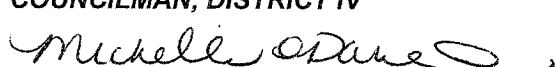
HEATHER SKIBA  
COUNCILWOMAN, DISTRICT II



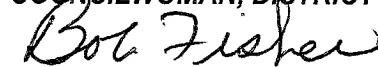
WALTER PILIE  
COUNCILMAN, DISTRICT III



WILLIE COMARDELLE  
COUNCILMAN, DISTRICT IV



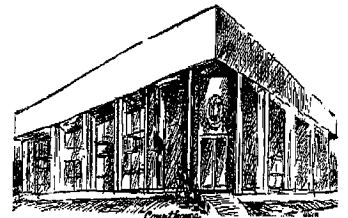
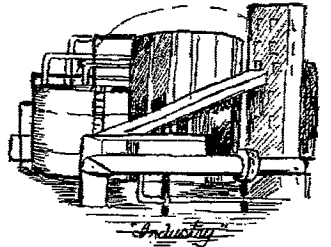
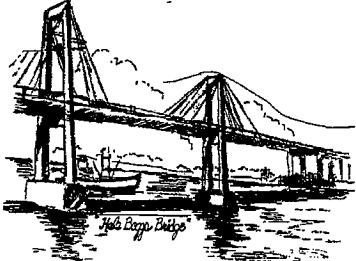
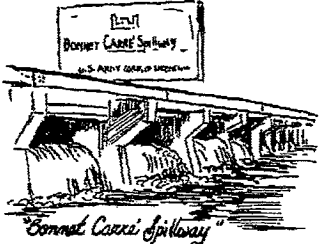
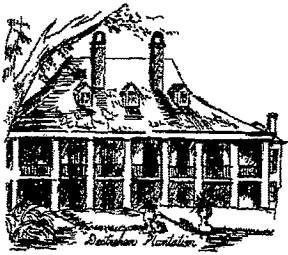
MICHELLE O'DANIELS  
COUNCILWOMAN, DISTRICT V



BOB FISHER  
COUNCILMAN, DISTRICT VI



MICHELE DEBRULER  
COUNCILWOMAN, DISTRICT VII





# St. Charles Parish

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985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2024-0140    **Version:** 1    **Name:** Proclamation: Trash Bash Cleanup Day in St. Charles Parish

**Type:** Proclamation    **Status:** Special Business

**File created:** 4/15/2024    **In control:** Parish Council

**On agenda:** 4/15/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** Proclamation: Trash Bash Cleanup Day in St. Charles Parish

**Sponsors:** Matthew Jewell

**Indexes:**

**Code sections:**

**Attachments:** [2024-0140 Trash Bash Clean Up Day in SCP](#)

Date	Ver.	Action By	Action	Result
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# PROCLAMATION

**WHEREAS,** St. Charles Parish has long been recognized for its natural and rural beauty; and,

**WHEREAS,** Parish leaders share a strong desire with residents to protect our environment, beginning at home; and,

**WHEREAS,** our vision is to create a parish that is clean, attractive, and communicates pride in the community; and,

**WHEREAS,** litter is a detriment to the quality of life we enjoy in St. Charles Parish; and,

**WHEREAS,** many residents are interested in keeping their community clean and want to beautify our parish and show community pride; and,

**WHEREAS,** we realize the need to come together to beautify our streets and byways in an effort to create our ideal community; and,

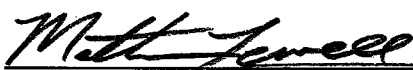
**WHEREAS,** to increase awareness about St. Charles Parish, a clean and beautiful community, we have joined forces with Keep Louisiana Beautiful, an organization that brings people together to build and sustain vibrant, clean communities, through a statewide network of affiliates; and,

**WHEREAS,** Saturday, April 20, 2024, is the 16<sup>th</sup> Anniversary of St. Charles Parish's Trash Bash, where volunteers come together to pick up and dispose of trash along parish and state highways, servitudes, and right-of-ways.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SATURDAY, APRIL 20, 2024, AS**

## TRASH BASH CLEANUP DAY IN ST. CHARLES PARISH

**BE IT FURTHER RESOLVED, THE PUBLIC IS INVITED TO HELP CLEAN UP ST. CHARLES PARISH BEGINNING AT 8:30 A.M. AND ENDING WITH A CELEBRATION TO BEGIN AT 11:30 A.M.; INCLUDING FOOD, FUN, ACTIVITIES, AND MORE, AT THE EDWARD A. DUFRESNE COMMUNITY CENTER, 274 JUDGE EDWARD DUFRESNE PARKWAY IN LULING. RESIDENTS ARE URGED TO JOIN IN THE FESTIVITIES BY VOLUNTEERING AS INDIVIDUALS OR GROUPS BY SIGNING UP AT [WWW.STCHARLESPARISH.GOV/TRASHBASH](http://WWW.STCHARLESPARISH.GOV/TRASHBASH) BY APRIL 12th.**



**MATTHEW JEWELL**  
PARISH PRESIDENT



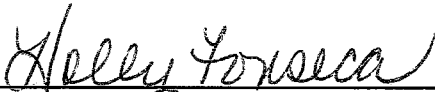
**WALTER PILIE**  
COUNCILMAN, DISTRICT III



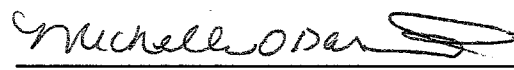
**MICHAEL A. MOBLEY**  
COUNCILMAN AT LARGE, DIV. A



**WILLIE COMARDELLE**  
COUNCILMAN, DISTRICT IV



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



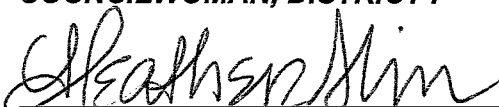
**MICHELLE O'DANIELS**  
COUNCILWOMAN, DISTRICT V



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



**BOB FISHER**  
COUNCILMAN, DISTRICT VI



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COUNCILWOMAN, DISTRICT VII



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## Legislation Details

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**File #:** 2024-0141    **Version:** 1    **Name:** Proclamation: "Older Americans Month"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 4/15/2024    **In control:** Parish Council  
**On agenda:** 4/15/2024    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "Older Americans Month"  
**Sponsors:** Matthew Jewell  
**Indexes:**  
**Code sections:**  
**Attachments:** [2024-0141 Older Americans Month](#)

Date	Ver.	Action By	Action	Result
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# PROCLAMATION

**WHEREAS,** St. Charles Parish includes a growing number of older Americans who contribute their strength, wisdom, and experience to our community; and,

**WHEREAS,** communities benefit when people of all ages, abilities, and backgrounds are welcomed, included, and supported; and,

**WHEREAS,** St. Charles Parish recognizes our need to create a community that provides the services and supports older Americans' need to thrive and live independently for as long as possible; and,

**WHEREAS,** St. Charles Parish can work to build an even better community for our older residents by: planning programs that encourage independence, ensuring activities are responsive to individual needs and preferences, and increasing access to services that support aging in place; and,

**WHEREAS,** the 2024 theme for Older Americans Month is "Powered by Connection", which recognizes the profound impact that meaningful relationships and social connections have on our health and well-being.

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

## "OLDER AMERICANS MONTH"

**IN ST. CHARLES PARISH AND URGE EVERY RESIDENT TO RECOGNIZE THE CONTRIBUTIONS OF OUR OLDER CITIZENS, HELP TO CREATE AN INCLUSIVE SOCIETY, AND JOIN EFFORTS TO SUPPORT OLDER AMERICANS' CHOICES ABOUT HOW THEY AGE IN THEIR COMMUNITIES.**

**BE IT FURTHER RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THURSDAY, MAY 23, 2024, AS**

## "OLDER AMERICANS MONTH CELEBRATION DAY"

**AND ENCOURAGE ALL CITIZENS IN THE PARISH TO JOIN IN THE FESTIVITIES FROM 9:30 AM - 2:00 PM AT THE EDWARD A. DUFRESNE COMMUNITY CENTER IN LULING.**



**MATTHEW JEWELL  
PARISH PRESIDENT**



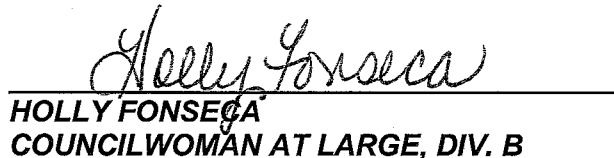
**WALTER PILIE  
COUNCILMAN, DISTRICT III**



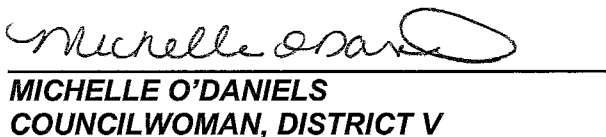
**MICHAEL A. MOBLEY  
COUNCILMAN AT LARGE, DIV. A**



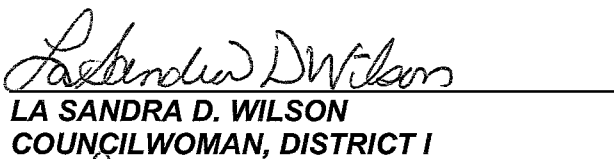
**WILLIE COMARDELLE  
COUNCILMAN, DISTRICT IV**



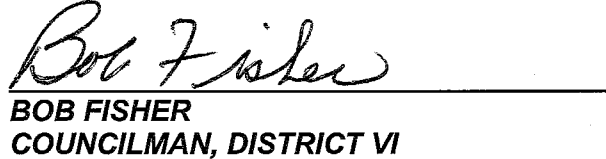
**HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B**



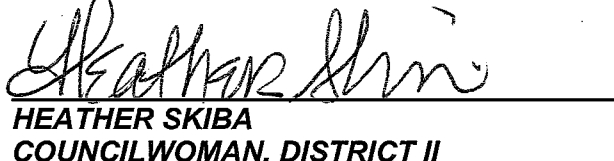
**MICHELLE O'DANIELS  
COUNCILWOMAN, DISTRICT V**



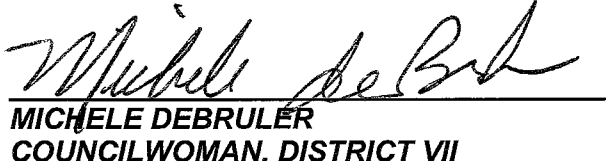
**LA SANDRA D. WILSON  
COUNCILWOMAN, DISTRICT I**



**BOB FISHER  
COUNCILMAN, DISTRICT VI**



**HEATHER SKIBA  
COUNCILWOMAN, DISTRICT II**



**MICHELE DEBRULÉR  
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](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2024-0142    **Version:** 1    **Name:** Proclamation: "Flood Risk Awareness Month in St. Charles Parish"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 4/15/2024    **In control:** Parish Council  
**On agenda:** 4/15/2024    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "Flood Risk Awareness Month in St. Charles Parish"  
**Sponsors:** Holly Fonseca  
**Indexes:**  
**Code sections:**  
**Attachments:** [2024-0142 Flood Risk Awareness Month in SCP](#)

Date	Ver.	Action By	Action	Result
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# PROCLAMATION

**WHEREAS,** flooding poses a risk to the safety and property of residents; and,

**WHEREAS,** flooding from storm surge is one of the biggest dangers during tropical weather; and,

**WHEREAS,** it is recommended that all residents purchase flood insurance regardless of their flood zone; and,

**WHEREAS,** the parish's Flood Aware Committee was organized in 2017 to compile a plan for public information that informs residents of local flood risks and promotes flood insurance coverage; and,

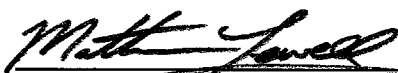
**WHEREAS,** the Flood Aware Committee is led by the Public Information Office and the parish's Coastal Zone Management team and includes stakeholders from the local chamber of commerce, industry, real estate, banks, and nonprofits; and,

**WHEREAS,** on February 17, 2020 the St. Charles Parish Council approved Resolution No. 6475 officially adopting the "Floodplain and Stormwater Management Program for Public Information" which has been submitted to the National Flood Insurance Program (NFIP) for the Community Rating System and has reduced flood insurance rates for all St. Charles Parish residents.

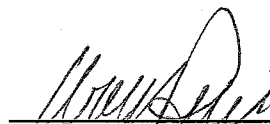
**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF MAY 2024 AS**

## **"FLOOD RISK AWARENESS MONTH IN ST. CHARLES PARISH"**

**BE IT FURTHER RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY URGE ALL COMMUNITY MEMBERS TO PURCHASE FLOOD INSURANCE AND BE INFORMED OF LOCAL FLOOD RISKS AND MITIGATION PRACTICES DURING THE MONTH OF MAY.**



**MATTHEW JEWELL**  
PARISH PRESIDENT



**WALTER PILIE**  
COUNCILMAN, DISTRICT III



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



**WILLIE COMARDELLE**  
COUNCILMAN, DISTRICT IV



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



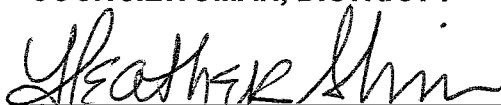
**MICHELLE O'DANIELS**  
COUNCILWOMAN, DISTRICT V



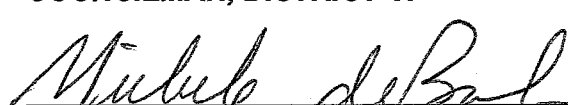
**LA SANDRA D. WILSON**  
COUNCILWOMAN, DISTRICT I



**BOB FISHER**  
COUNCILMAN, DISTRICT VI



**HEATHER SKIBA**  
COUNCILWOMAN, DISTRICT II



**MICHELE DEBRULER**  
COUNCILWOMAN, DISTRICT VII



# St. Charles Parish

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985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2024-0143    **Version:** 1    **Name:** Proclamation: "Little Red Church Festival Weekend"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 4/15/2024    **In control:** Parish Council  
**On agenda:** 4/15/2024    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "Little Red Church Festival Weekend"  
**Sponsors:** La Sandra D. Wilson  
**Indexes:**  
**Code sections:**  
**Attachments:** [2024-0143 Little Red Church Festival Weekend](#)

Date	Ver.	Action By	Action	Result
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**PROCLAMATION**

**WHEREAS,** St. Charles Borromeo Catholic Church is hosting their 42<sup>nd</sup> annual Little Red Church Food & Fun Festival on May 3 - 5, 2024, at 13396 River Road in Destrehan, Louisiana; and,

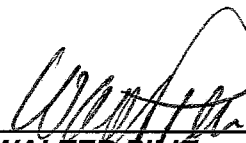
**WHEREAS,** the Little Red Church Festival Committee invites everyone to come and enjoy delicious food and beverages, exciting games, amusement park rides, live bands, dancing, pageantry, and the coronation of Miss Little Red Church.

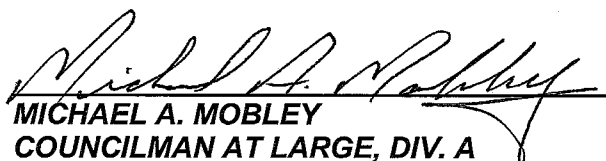
**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MAY 3 - 5, 2024, AS ST. CHARLES BORROMEO CATHOLIC CHURCH'S**


**"LITTLE RED CHURCH FESTIVAL WEEKEND"**

**IN ST. CHARLES PARISH AND ENCOURAGE ALL CITIZENS TO ATTEND THE FESTIVAL IN DESTREHAN, LOUISIANA.**

  
MATTHEW JEWELL  
PARISH PRESIDENT

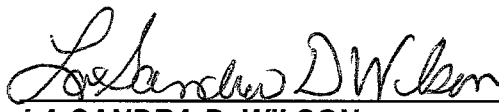
  
WALTER PILIE  
COUNCILMAN, DISTRICT III


  
MICHAEL A. MOBLEY  
COUNCILMAN AT LARGE, DIV. A


  
WILLIE COMARDELLE  
COUNCILMAN, DISTRICT IV

  
HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B

  
MICHELLE O'DANIELS  
COUNCILWOMAN, DISTRICT V

  
LA SANDRA D. WILSON  
COUNCILWOMAN, DISTRICT I

  
BOB FISHER  
COUNCILMAN, DISTRICT VI

  
HEATHER SKIBA  
COUNCILWOMAN, DISTRICT II

  
MICHELE DEBRULER  
COUNCILWOMAN, DISTRICT VII



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## Legislation Details

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**File #:** 2024-0144    **Version:** 1    **Name:** Proclamation: "Bayou Des Allemands Blessing of the Fleet Day"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 4/15/2024    **In control:** Parish Council  
**On agenda:** 4/15/2024    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "Bayou Des Allemands Blessing of the Fleet Day"  
**Sponsors:** Willie Comardelle  
**Indexes:**  
**Code sections:**  
**Attachments:** [2024-0144 Bayou Des Allemands Bessing of the Fleet Day](#)

Date	Ver.	Action By	Action	Result
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# PROCLAMATION

**WHEREAS,** the Krewe of Des Allemands and community members will host their Annual Boat Blessing on Sunday, May 5, 2024, from 12:30 pm – 2:30 pm, under the big bridge on Highway 90 in Des Allemands; and,


**WHEREAS,** all boats are welcome; commercial fishing boats, work boats, sport fishing boats, charter boats, power boats, pleasure crafts, PWC's, hunting boats, mud boats, houseboats, kayaks, etc.


**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SUNDAY, MAY 5, 2024, AS**

**"BAYOU DES ALLEMANDS BLESSING OF THE FLEET DAY"**

**IN ST. CHARLES PARISH AND INVITE ALL CITIZENS TO ATTEND AND ENJOY THE FUN AND FESTIVITIES.**

  
MATTHEW JEWELL  
PARISH PRESIDENT


  
WALTER PILIE  
COUNCILMAN, DISTRICT III


  
MICHAEL A. MOBLEY  
COUNCILMAN AT LARGE, DIV. A


  
WILLIE COMARDELLE  
COUNCILMAN, DISTRICT IV


  
HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B

  
MICHELLE O'DANIELS  
COUNCILWOMAN, DISTRICT V

  
LA SANDRA D. WILSON  
COUNCILWOMAN, DISTRICT I

  
BOB FISHER  
COUNCILMAN, DISTRICT VI

  
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COUNCILWOMAN, DISTRICT II

  
MICHÈLE DEBRULER  
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## Legislation Details

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**File #:** 2024-0145    **Version:** 1    **Name:** Proclamation: "ALS Awareness Month in St. Charles Parish"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 4/15/2024    **In control:** Parish Council  
**On agenda:** 4/15/2024    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "ALS Awareness Month in St. Charles Parish"  
**Sponsors:** Bob Fisher  
**Indexes:**  
**Code sections:**  
**Attachments:** [2024-0145 ALS Awareness Month in SCP](#)

Date	Ver.	Action By	Action	Result
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# PROCLAMATION

**WHEREAS,** Amyotrophic Lateral Sclerosis (ALS) often referred to as "Lou Gehrig's disease," is a progressive neurodegenerative disease that affects nerve cells in the brain and the spinal cord; and,

**WHEREAS,** it is estimated that ALS is responsible for nearly two deaths per hundred thousand people annually. More people die every year of ALS than of Huntington's disease or multiple sclerosis and it occurs two-thirds as frequently as multiple sclerosis; and,

**WHEREAS,** the ALS Association symbolizes the hopes of people everywhere that Amyotrophic Lateral Sclerosis will one day be a disease of the past - relegated to historical status, studied in medical textbooks, conquered by the dedication of thousands who have worked ceaselessly to understand and eradicate this perplexing killer; and,

**WHEREAS,** ALS is an incurable fatal neuromuscular disease characterized by progressive muscle weakness, resulting in paralysis; and,

**WHEREAS,** the disease attacks nerve cells in the brain and spinal cord causing muscles to no longer receive the messages they need in order to function; gradually weakening and deteriorating them; and,

**WHEREAS,** members in the community come together to raise funds to benefit the ALS Association in their fight against ALS. Time isn't on the side of those afflicted - fighting ALS is a full-time job; and,


**WHEREAS,** the 2024 Louisiana Walk to Defeat ALS will be held on Sunday, October 27, 2024, registration begins at 1:30 pm, the walk begins at 2:30 pm at the Pennington Bay Biomedical Research Center, 6400 Perkins Road, in Baton Rouge.


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

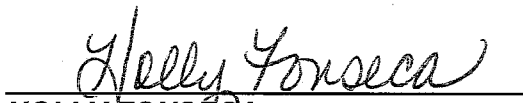
**"ALS AWARENESS MONTH IN ST. CHARLES PARISH"**

  
MATTHEW JEWELL  
PARISH PRESIDENT

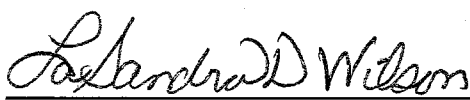
  
WALTER PILIE  
COUNCILMAN, DISTRICT III


  
MICHAEL A. MOBLEY  
COUNCILMAN AT LARGE, DIV. A


  
WILLIE COMARDELLE  
COUNCILMAN, DISTRICT IV

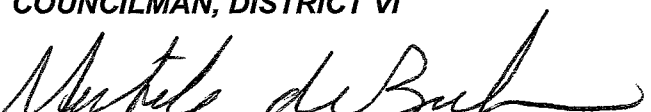
  
HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B

  
MICHELLE O'DANIELS  
COUNCILWOMAN, DISTRICT V

  
LA SANDRA D. WILSON  
COUNCILWOMAN, DISTRICT I

  
BOB FISHER  
COUNCILMAN, DISTRICT VI

  
HEATHER SKIBA  
COUNCILWOMAN, DISTRICT II

  
MICHELE DEBRULER  
COUNCILWOMAN, DISTRICT VII



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## Legislation Details

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**File #:** 2024-0152    **Version:** 1    **Name:** Information Technology  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 4/15/2024    **In control:** Parish Council  
**On agenda:** 4/15/2024    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Information Technology  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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## Legislation Details

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**File #:** 2024-0146    **Version:** 1    **Name:** Parish President Remarks/Report  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 4/15/2024    **In control:** Parish Council  
**On agenda:** 4/15/2024    **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 #:** 2024-0137    **Version:** 1    **Name:** C.O. No. 2 (Final) for Ellington Structures-Kellogg Pump Station T-Wall Project No. P080905-5F, CPRA Project No. BA-0244, as part of the West Bank Hurricane Protection Levee Project

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

**File created:** 4/15/2024    **In control:** Parish Council

**On agenda:** 4/15/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the Ellington Structures-Kellogg Pump Station T-Wall Project No. P080905-5F, CPRA Project No. BA-0244, as part of the West Bank Hurricane Protection Levee Project, to decrease the contract amount by \$76,103.06 and decrease the contract time by forty-one (41) days.

**Sponsors:** Matthew Jewell, Department of Public Works

**Indexes:**

**Code sections:**

**Attachments:** [2024-0137 Kellogg T-Wall Final Change Order](#)  
[2024-0137 Letter](#)

Date	Ver.	Action By	Action	Result
4/15/2024	1	Parish President	Introduced	



**SECTION 00806**

**CHANGE ORDER**

No. 2 (Final)

DATE OF ISSUANCE 03/09/2024

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

---

Owner: St. Charles Parish  
Contractor: Sealevel Construction, Inc.  
Contract: Kellogg Pump Station T-Wall  
Project: Kellogg Pump Station T-Wall  
Owner's Contract No. P080905-5F Engineer's Contract No. 10475  
Engineer: Burk-Kleinpeter, Inc.

---

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

**Description:**

1. Delete the Following Work Items:

- |    |  |                  |
|----|--|------------------|
| a. | Contract Item #: [23] Bypass Pumping<br>Delete item in its entirety.       | (- \$ 50,000.00) |
| b. | Contract Item #: [30] Silt Fence<br>Delete item in its entirety.           | (- \$ 2,400.00)  |
| c. | Contract Item #: [31] Truck Washdown Racks<br>Delete item in its entirety. | (- \$ 6,500.00)  |

Total of Deducted Items = (- \$ 58,900.00)

Add the Following Work Items:

- |    |  |                 |
|----|--|-----------------|
| a. | New Contract Item #: [CO2-1] WCD #006 – Install 4" Perforated Pipe<br>Addition of \$ 8,925.00 (LS).          | (+ \$ 8,925.00) |
| b. | New Contract Item#: [CO2-2] WCD #006 – Install/Remove Grout on Concrete Pad<br>Addition of \$ 3,800.00 (LS). | (+ \$ 3,800.00) |

Total of Added Work Items = (+ \$ 12,725.00)

2. Revise the Following Work Item Quantities:

- |    |                  |      |   |                  |
|----|------------------|------|---|------------------|
| a. | Contract Item #: | [34] | Excavated Material Hauled Off-Site<br>The quantity is to be changed to 1,288.14 CY. | (- \$ 21,129.46) |
| b. | Contract Item #: | [35] | Embankment<br>The quantity is to be changed to 1,437.58 CY.                         | (+ \$ 40,127.40) |
| c. | Contract Item #: | [36] | Embankment Off-Site<br>The quantity is to be changed to 100.00 CY.                  | (- \$ 60,976.00) |
| d. | Contract Item #: | [37] | Surfacing<br>The quantity is to be changed to 120.00 CY.                            | (+ \$ 10,800.00) |
| e. | Contract Item #: | [42] | Incidental Paving<br>The quantity is to be changed to 295.00 SY.                    | (+ \$ 1,250.00)  |

Total of Change in Work Items Quantity = (- \$ 29,928.06)

**Reason for Change Order:**

1. Deleted Work Items

- a. Line item [23] was not used {-1 LS}.
- b. Line item [30] was not used {-200 LF}.
- c. Line item [31] was not used {-1 EA}.

2. Add Work Items

- a. [CO2-1] WCD #006 – To ensure proper drainage of the discharge pipe area, the contractor was to install a French Drain system under the stair pad and tie it directly into the newly installed catch basin. This item includes the work associated with furnishing and installing the 4” perforated pipe {+ \$8,925.00 LS}.
- b. [CO2-2] WCD #006 – To ensure proper drainage of the discharge pipe area, the contractor was to install a French Drain system under the stair pad and tie it directly into the newly installed catch basin. This item includes the work associated with removing the grout initially installed to help alleviate the drainage issue so that the perforated pipe could be installed {+ \$3,800.00 LS}.

3. Revise Work Item Quantities

- a. [34] The quantity has been changed based on the comparison of the initial and final surveys {- 1,920.86 CY}.
- b. [35] The quantity has been changed based on the comparison of the initial and final surveys. In addition, due to more useable material at the site than expected much of the quantity from Item 36 – Embankment (Off-Site) was balanced into this item per WCD #004 {+ 1,337.58 CY}.
- c. [36] The quantity has been changed based on the comparison of the initial and final surveys. In addition, due to more useable material at the site than expected much of the quantity from this item was balanced into Item 35 - Embankment per WCD #004 {- 1,648.00 CY}.
- d. [37] Increased quantity only needed to complete the project including the additional quantity added in WCD #005 {+ 90 CY}.
- e. [42] Increased quantity only needed to complete the project including the additional quantity added in WCD #003 {+ 10 SY}.

4. Change in Contract Time

N/A

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>4,323,888.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>1</u> : \$ <u>113,705.00</u>
Contract Price prior to this Change Order: \$ <u>4,437,593.00</u>
Net increase (decrease) of this Change Order: \$ - <u>76,103.06</u>
Contract Price with all approved Change Orders: \$ <u>4,361,489.94</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>December 3, 2023</u> Ready for final payment: <u>January 19, 2024</u>
Net change from previous Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>+90 (days)</u> Ready for final payment: <u>+90 (days)</u>
Contract Times prior to this Change Order: Substantial Completion: <u>March 18, 2024</u> Ready for final payment: <u>Upon Issuance of Certificate of Final Acceptance</u>
Net increase (decrease) this Change Order: Substantial Completion: <u>-41 (days)</u> Ready for final payment: <u>----</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>February 6, 2024</u> Ready for final payment: <u>Upon Issuance of Certificate of Final Acceptance</u>

RECOMMENDED:

By: [Signature]  
ENGINEER (Authorized Signature)

Date: 4/1/2024

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: 4/2/2024



# ST. CHARLES PARISH

## OFFICE OF THE COUNCIL SECRETARY

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057  
(985) 783-5000 • Fax: (985) 783-2067  
www.stcharlesparish.gov


COUNCIL OFFICE MEMORANDUM **RECEIVED**

JAN 30 2023

**BKI**

DATE: JANUARY 25, 2023

TO: MR. MILES BINGHAM  
PUBLIC WORKS DIRECTOR

FROM: MICHELLE IMPASTATO  
COUNCIL SECRETARY 

RE: CHANGE ORDER NO. 1  
ELLINGTON STRUCTURES-KELLOGG PUMP STATION T-WALL

On January 23, 2023, the St. Charles Parish Council adopted Ordinance No. 23-1-5 approving and authorizing the execution of Change Order No. 1 for the Ellington Structures-Kellogg Pump Station T-Wall Project No. P080905-5F, CPRA Project No. BA-0244, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$113,705.00 and increase the contract time by ninety (90) days.

A fully executed ordinance and change order have been recorded. A copy of the recorded ordinance along with two (2) original change orders have been provided to Mr. Sam Scholle to be placed with each contract book previously forwarded to Mr. Scholle's office.

MI/sm

Enclosures

cc: Parish Council  
Mr. Billy Raymond w/enclosure  
Mr. Corey Oubre w/enclosure  
Mr. Grant Dussom w/enclosure.  
Ms. Carla Chiasson w/enclosure  
Mr. Brandon Bernard w/enclosure  
Mr. Sam Scholle w/original enclosure  
✓ Burk-Kleinpeter, Inc. w/original enclosure  
Sealevel Construction, Inc. w/original enclosure

2022-0356

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

ORDINANCE NO. 23-1-5

An ordinance approving and authorizing the execution of Change Order No. 1 for the Ellington Structures-Kellogg Pump Station T-Wall Project No. P080905-5F, CPRA Project No. BA-0244, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$113,705.00 and increase the contract time by ninety (90) days.

- WHEREAS, Ordinance No. 22-3-12, adopted March 21, 2022 by the St. Charles Parish Council, approved and authorized the execution of a contract with Sealevel Construction, Inc, for Ellington Structures – Kellogg Pump Station T-Wall, Project No. P080905-5F, CPRA Project No. BA-0244, in the amount of \$4,323,888.00; and,
- WHEREAS, Resolution No. 6522, adopted on November 16, 2020, approved an Intergovernmental Agreement with the State of Louisiana through the Coastal Protection and Restoration Authority Board to provide \$2,500,000.00 in funding for construction costs for said project; and,
- WHEREAS, Ordinance No. 08-10-7 adopted October 20, 2008 approved and authorized the execution of a Contract for Engineering Services with BURK-KLEINPETER, INC. for necessary professional engineering services associated with Parish Project No. P080905 St. Charles Parish West Bank Hurricane Protection Levee and Urban Flood Control; and,
- WHEREAS, Change Order No. 1 is a result of changes within the scope of the contract to address Geotech conditions not previously identified and to adjust T-Wall design to fit field conditions within the Construction Contract resulting in the lengthening of 33 batter "H" piles; and,
- WHEREAS, the increase in contract amount by \$113,705.00 is a result of deletion of two (2) bid line items, the addition of two (2) new line items, and increase in quantity of one 91 (1) bid line item; and,
- WHEREAS, the increase in contract time by ninety (90) days is due to delay caused by pile load test not meeting the required design tonnage, time required for additional engineering design, and time required for PDA test.

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

**SECTION I.** That Change Order No. 1 for the Ellington Structures – Kellogg Pump Station T-Wall Project No. P080905-5F, CPRA Project No. BA-0244 as part of the West Bank Hurricane Protection Levee Project, to increase contract amount by \$113,705.00 and increase the contract time of ninety (90) days is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 23rd day of January, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Matthew Jewell  
 SECRETARY: Michelle Dupontato  
 DLVD/PARISH PRESIDENT: January 23, 2023  
 APPROVED: ✓ DISAPPROVED: \_\_\_\_\_

RECORDED IN THE ST. CHARLES PARISH  
 CLERK OF COURT OFFICE  
 ON 1/25/23  
 AS ENTRY NO. 473093

**SECTION 00806**  
**CHANGE ORDER**

No. 1

DATE OF ISSUANCE 12/12/2022

EFFECTIVE DATE 1/23/23

---

Owner:	<u>St. Charles Parish</u>	
Contractor:	<u>Sealevel Construction, Inc.</u>	
Contract:	<u>Ellington Structures – Kellogg Pump Station T-Wall</u>	
Project:	<u>Ellington Structures – Kellogg Pump Station T-Wall</u>	
Owner's Contract No.	<u>P080905-5F</u>	Engineer's Contract No. <u>10475-0344</u>
Engineer:	<u>Burk-Kleinpeter, Inc.</u>	

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

**Description:**

1. Delete the Following Work Items:

- |    |  |                         |
|----|--|-------------------------|
| a. | Contract Item #: [06] Tension Pile Load Test<br>Delete item in its entirety. | (- \$ 20,000.00)        |
| b. | Contract Item #: [07] Reloading Test Pile<br>Delete item in its entirety.    | (- \$ 1,200.00)         |
|    | Total of Deducted Items =  | <u>(- \$ 21,200.00)</u> |

2. Add the Following Work Items:

- |    |  |                          |
|----|--|--------------------------|
| a. | Contract Item #: [CO1-A] PDA Test and Pile Restrike<br>Addition of 1 LS.                         | (+ \$ 88,375.00)         |
| b. | Contract Item #: [CO1-B] Additional Pile Splices for Additional Pile Length<br>Addition of 1 LS. | (+ \$ 17,655.00)         |
|    | Total of Added Work Items =  | <u>(+ \$ 106,030.00)</u> |

3. Revise the Following Work Item Quantities:

- |    |   |                          |
|----|---|--------------------------|
| a. | Contract Item #: [02] Driven Steel Piling (Piling, HP14x89)<br>The quantity is to be changed to 3,135 LF. | (+ \$ 28,875.00)         |
|    | Total of Added Work Items =   | <u>(+ \$ 28,875.00)</u>  |
|    | Total of Added Work Items =   | <u>(+ \$ 113,705.00)</u> |

**Reason for Change Order:**

1. Deleted Work Items

- a. Line item [06] was not used {-1 EA}.
- b. Line item [07] was not used {-1 EA}.

2. Add Work Items

- a. [CO1-A] PDA Test and Pile Restrike was required to determine pile length required to meet the structural design load with safety factor {1 LS }.
- b. [CO1-B] Additional Pile Splices were required to add the Additional Pile Length to meet the structural design load with safety factor {1 LS}.

3. Revise Work Item Quantities

- a. [2] Increased quantity of Steel Piling quantity by 5 Ft. on 33 Piles to meet the structural design load with safety factor {+165 LF}.

4. Change in Contract Time

This change order includes a time extension of ninety (90) calendar days, increasing the current 540 calendar days contract time to 589 calendar days and extending the expected completion date from December 5, 2023 to March 4, 2024. The requested ninety (90) day extension of time is due to delay caused by the pile load test not meeting the required design tonnage, the delay in performing the PDA testing then preparing a pile length recommendation, adding the time required to return staff to the site, and adding the time to perform the additional welding and pile driving.



CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>4,323,888.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>0</u> : \$ <u>0.00</u>
Contract Price prior to this Change Order: \$ <u>4,323,888.00</u>
Net increase (decrease) of this Change Order: \$ <u>113,705.00</u>
Contract Price with all approved Change Orders: \$ <u>4,437,593.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>December 3, 2023</u> Ready for final payment: <u>January 19, 2024</u>
Net change from previous Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>+0 (days)</u> Ready for final payment: <u>+0 (days)</u>
Contract Times prior to this Change Order: Substantial Completion: <u>December 3, 2023</u> Ready for final payment: <u>January 19, 2024</u>
Net increase (decrease) this Change Order: Substantial Completion: <u>+90 (days)</u> Ready for final payment: <u>+90 (days)</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>March 18, 2024</u> Ready for final payment: <u>Upon Issuance of Certificate of Final Acceptance</u>

RECOMMENDED: [Signature] APPROVED: [Signature] ACCEPTED: [Signature]  
 By: [Signature] ENGINEER (Authorized Signature) By: [Signature] OWNER (Authorized Signature) By: [Signature] CONTRACTOR (Authorized Signature)  
 Date: 12/12/22 Date: 1/23/23 Date: 12-15-22

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. 001

DATE OF ISSUANCE: 09/26/2023

EFFECTIVE DATE: 06/15/2023

Owner: St. Charles Parish

Contractor: Sealevel Construction, INC.

Contract: Ellington Structures

Project: Kellogg Pump Station T-Wall

Owner's Contract No.: P080905-5F

Engineer's Contract No.: 10475-0344

ENGINEER: Burk-Kleinpeter, Inc.

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

Description: Concrete Waskey panel supports in lieu of the timber mats called for in the plans. These supports will be paid under Item 20 at the same total cost of \$10,360.00.

Attachments:

None. Parish request.

**Purpose for Work Change Directive:**

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

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

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

Contract Price: \$0.00 [no change]

Contract Time: 0 days

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

- Lump Sum
- Unit Price
- Cost of the Work
- Other

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Zone Project Manager</u>	Title: <u>Director of Operations</u>
Date: <u>09/26/2023</u>	Date: <u>9-26-2023</u>	Date: <u>10/16/23</u>

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

Approved by Funding Agency (if applicable)

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

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. 002

DATE OF ISSUANCE: 09/26/2023

EFFECTIVE DATE: 07/12/2023

Owner: St. Charles Parish

Contractor: Sealevel Construction, INC.

Contract: Ellington Structures

Project: Kellogg Pump Station T-Wall

Owner's Contract No.: P080905-5F

Engineer's Contract No.: 10475-0344

ENGINEER: Burk-Kleinpeter, Inc.

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

Description: Once the T-Wall transitions are in place, remove the existing levee tie-ins that connect the access road to the levee. The area will be graded to drain toward the new catch basins to be installed. It is imperative that during this process the stability of the levee and access road are not compromised. Any excavation should be done outside of the projected toe of the levee. This will increase the estimated excavation quantity by 580 CY. Excavation will be measured and paid per the contract specifications. This change in quantity will not prevent the Parish from performing a quantitative change order based on actual quantities as measured per the specifications at project close out.

Attachments: Quantity Calculations. Parish request.

**Purpose for Work Change Directive:**

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

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


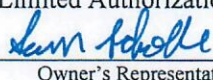
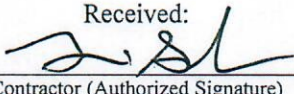
**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$14,500.00 [increase]

Contract Time: 0 days

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

- Lump Sum
- Unit Price
- Cost of the Work
- Other

Recommended:	Limited Authorization By*:	Received:
By: 	By: 	By: 
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: Project Manager	Title: <u>Levee Project Manager</u>	Title: <u>Director of Operations</u>
Date: 09/26/2023	Date: <u>9-26-2023</u>	Date: <u>10/16/23</u>

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

Approved by Funding Agency (if applicable)

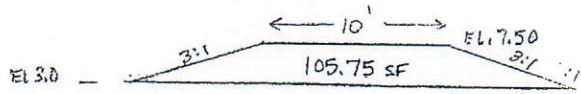
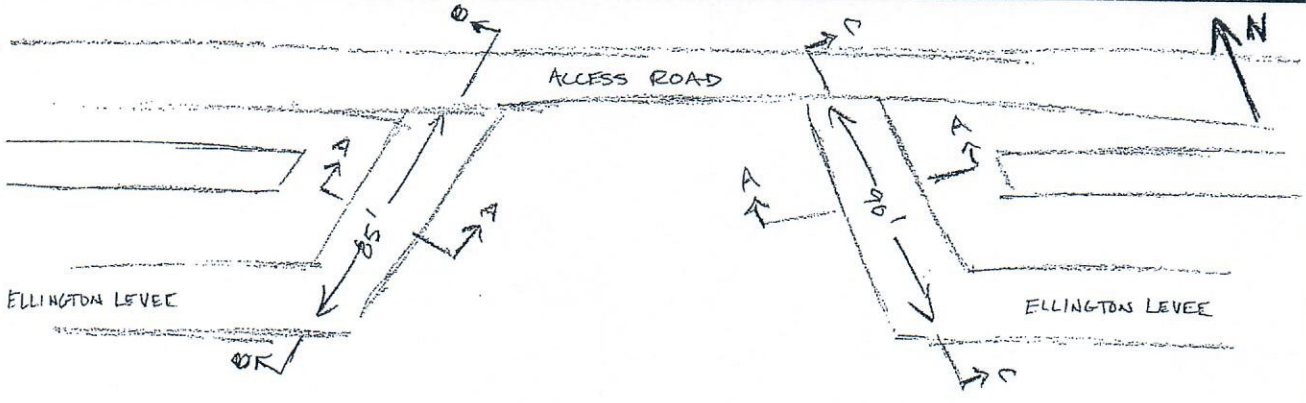
By: \_\_\_\_\_ Date: \_\_\_\_\_

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

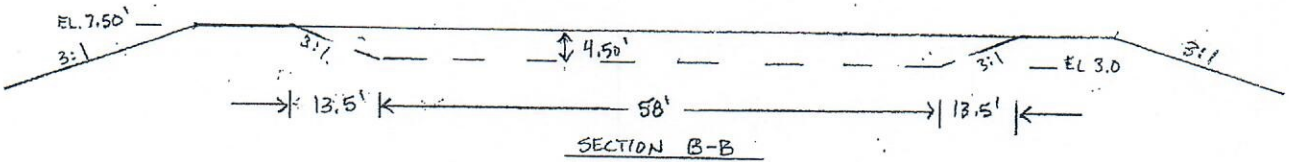
KELLOGG T-WALL LEVEE TIE-IN  
REMOVAL QTY'S

**BURK-KLEINPETER, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
WWW.BKIUSA.COM

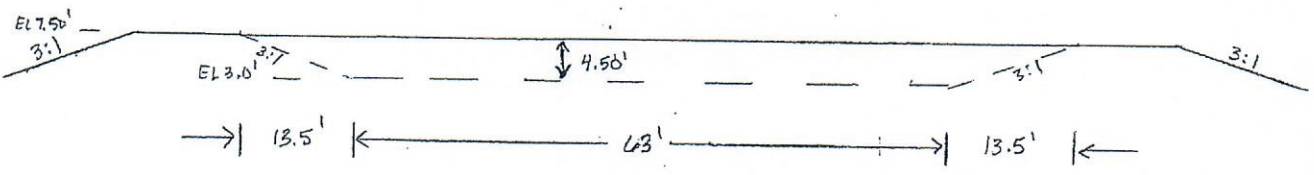
Job. No. 10475-0344	Designed By: PAC IV	Date: 7/13/2023	Checked By:	Page of 1
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SECTION A-A



SECTION B-B



SECTION C-C

$$\begin{aligned} \text{WEST TIE-IN} &= (2) \left( \frac{105.75 \text{ FT}^2}{2} \right) (13.5 \text{ FT}) + (105.75 \text{ FT}^2) (58 \text{ FT}) = 1,427.625 \text{ FT}^3 + 6,133.50 \text{ FT}^3 \\ &= 7,561.125 \text{ FT}^3 \times \left( \frac{1 \text{ YD}}{3 \text{ FT}} \right)^3 = 280.04 \text{ CY} \end{aligned}$$

$$\begin{aligned} \text{EAST TIE-IN} &= (2) \left( \frac{105.75 \text{ FT}^2}{2} \right) (13.5 \text{ FT}) + (105.75 \text{ FT}^2) (63 \text{ FT}) = 1,427.625 \text{ FT}^3 + 6,662.25 \text{ FT}^3 \\ &= 8,089.875 \text{ FT}^3 \times \left( \frac{1 \text{ YD}}{3 \text{ FT}} \right)^3 = 299.63 \text{ CY} \end{aligned}$$

**ADDITIONAL EXCAVATION = 580 CY**

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. 003

DATE OF ISSUANCE: 09/26/2023 EFFECTIVE DATE: 07/12/2023  
Owner: St. Charles Parish  
Contractor: Sealevel Construction, INC.  
Contract: Ellington Structures  
Project: Kellogg Pump Station T-Wall  
Owner's Contract No.: P080905-5F Engineer's Contract No.: 10475-0344  
ENGINEER: Burk-Kleinpeter, Inc.

Contractor is directed to proceed promptly with the following change(s):  
Description: Add slope paving in the area between the stair landing and T-wall on either side of the catwalk. This additional slope paving will be sloped to feed the 4" drain pipe to be provided by the Parish and sloped toward the new drain inlets to be installed.

Attachments:

None. Parish request.

**Purpose for Work Change Directive:**

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

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

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

Contract Price: \$1,250.00 [increase]

Contract Time: 0 days

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

- Lump Sum
- Unit Price
- Cost of the Work
- Other

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Feevee Projects Manager</u>	Title: <u>Director of Operations</u>
Date: <u>09/26/2023</u>	Date: <u>9-26-2023</u>	Date: <u>10/16/23</u>

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

Approved by Funding Agency (if applicable)

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

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. 004

DATE OF ISSUANCE: 09/26/2023

EFFECTIVE DATE: 07/12/2023

Owner: St. Charles Parish

Contractor: Sealevel Construction, INC.

Contract: Ellington Structures

Project: Kellogg Pump Station T-Wall

Owner's Contract No.: P080905-5F

Engineer's Contract No.: 10475-0344

ENGINEER: Burk-Kleinpeter, Inc.

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

Description: Due to an increase in the usable material on-site from what was assumed during design, this WCD will serve to reallocate the dollars from Item 36 – Embankment (Off-Site) to Item 35 – Embankment. This will result in a minimal change to the contract amount, but an increase in the quantity for Item 35. This WCD will not affect the Parish's ability to perform a quantity correction on these items at the project closeout. Sealevel will be paid by calculated quantity of embankment placed as outlined in the project specifications.

Item No.	Description	Orig. Qty.	New Qty.
35	Embankment	100.00	2132.53
36	Embankment (Off-Site)	1748.00	100.00

Attachments:

None. Parish request.

**Purpose for Work Change Directive:**

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

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

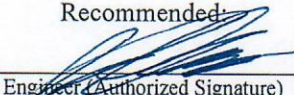
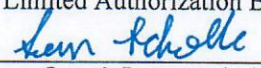

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$0.10 [decrease]

Contract Time: 0 days

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

- Lump Sum
- Unit Price
- Cost of the Work
- Other

Recommended:	Limited Authorization By*:	Received:
By: 	By: 	By: 
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: Project Manager	Title: <i>Senior Project Manager</i>	Title: <i>Director of Operations</i>
Date: 09/26/2023	Date: <i>9-26-2023</i>	Date: <i>10/16/23</i>

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

Approved by Funding Agency (if applicable)

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



**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. 005

DATE OF ISSUANCE: 10/10/2023

EFFECTIVE DATE: 10/10/2023

Owner: St. Charles Parish

Contractor: Sealevel Construction, INC.

Contract: Ellington Structures

Project: Kellogg Pump Station T-Wall

Owner's Contract No.: P080905-5F

Engineer's Contract No.: 10475-0344

ENGINEER: Burk-Kleinpeter, Inc.

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

Description: Add additional rock 4" thick covering the area between the access road and the slope paving. The approximate area is 60' x 60' on either side of the discharge pipes. Total quantity of rock is estimated to be 90 CY to be paid at the contract unit price for Item 37 – Surfacing. Measurement and payment to be performed per project specifications.

Attachments:

None. Parish request.

**Purpose for Work Change Directive:**

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

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

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

Contract Price: \$10,800.00

[increase]

Contract Time: 0 days

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

- Lump Sum
- Unit Price
- Cost of the Work
- Other

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Levee Project Manager</u>	Title: <u>Director of Operations</u>
Date: <u>10/10/2023</u>	Date: <u>10-10-2023</u>	Date: <u>10/16/23</u>

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

Approved by Funding Agency (if applicable)

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

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. 006

DATE OF ISSUANCE: 10/10/2023 EFFECTIVE DATE: 02/15/2024  
 Owner: St. Charles Parish  
 Contractor: Sealevel Construction, INC.  
 Contract: Ellington Structures  
 Project: Kellogg Pump Station T-Wall  
 Owner's Contract No.: P080905-5F Engineer's Contract No.: 10475-0344  
 ENGINEER: Burk-Kleinpeter, Inc.

Contractor is directed to proceed promptly with the following change(s):  
 Description: Remove grout on concrete pad and install 4" perforated pipe from the stair pad to the catch basin.

Attachments:

None. Parish request.

**Purpose for Work Change Directive:**

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

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

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

Contract Price: \$12,725.00 [increase]

Contract Time: 0 days

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

- Lump Sum  Unit Price
- Cost of the Work  Other

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u> Engineer (Authorized Signature)	By: <u>Sam Schelle</u> Owner's Representative*	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: Project Manager	Title: <u>Force Projects Manager</u>	Title: President
Date: 02/15/2024	Date: <u>2-19-2024</u>	Date: 02/16/2024

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

Approved by Funding Agency (if applicable)

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



1069 HWY 3185  
 Thibodaux, La 70301  
 T: 985-448-0970  
 E: [estimating@sealevelinc.com](mailto:estimating@sealevelinc.com)  
[www.sealevelinc.com](http://www.sealevelinc.com)

<b>To:</b> ST CHARLES PARISH	<b>Contact:</b>
<b>Address:</b> Destrehan, LA	<b>Phone:</b>
<b>Project Name:</b> 22012 - Install Drainage	<b>Fax:</b>
<b>Project Location:</b>	<b>Bid Number:</b>
	<b>Bid Date:</b>

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Install 4" Perferated Pipe	1.00	LS	\$8,925.00	\$8,925.00
02	Install/Remove Grout On Concrete Pad (1/2 Day Per Each)	1.00	LS	\$3,800.00	\$3,800.00

**Total Bid Price:** \$12,725.00

**Notes:**

- The above prices exclude test lab fees, testing, as-built drawings, on-site safety or qc personnel, pre-drilling or pre-augering, haul-off of spoils, silt fence, SWPPP, demolition, layout, surveying, pile cutoff, fire watch, pile logging, vibration monitoring, pile load tests, waste haul-off, dumpsters, design, design fees, retapping piles, weld inspection, bonds, and permits.
- If Sealevel Construction, Inc. is the successful contractor for this work, this proposal (including all technical & commercial notes/clarifications) shall become part of the contract.
- We specifically exclude any type of broad form hold harmless or indemnity provisions. This offer is based upon no retainage, liquidated damages, and contemplates the consummation of a mutually agreeable contract.
- Proposal is for the installation of 4" perferated drain pipe from stairwell to the catch basin to relieve the water in these areas.
- Item #2 was the installation and removal of grout as directed by St. Charles Parish in the low areas near stairways.

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>Sealevel Construction, Inc</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> _____</p>
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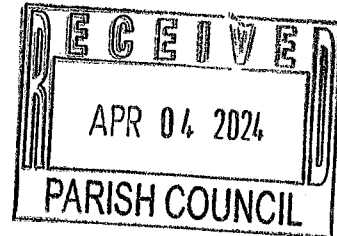
# ST. CHARLES PARISH

PUBLIC WORKS

MATTHEW JEWELL  
PARISH PRESIDENT

MILES BINGHAM  
DIRECTOR

April 4, 2024



TO: Michelle Impastato  
Council Secretary

FROM: Miles B. Bingham, P.E. *Miles B. Bingham*  
Director of Public Works

**SUBJECT: Ellington Structures-Kellogg Pump Station T-Wall  
St. Charles Parish Project No. P080905-5F  
Change Order No. Two (2) – Final**

Please introduce Change Order No. Two (2) – Final for the above referenced project at the next Council Meeting, which is Monday, April 15, 2024. Thank you for your usual cooperation.

SCS:jgl

Attachments

cc: Samantha de Castro  
PW Project File



# St. Charles Parish

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

## Legislation Details

**File #:** 2024-0151    **Version:** 1    **Name:** Approving and authorizing the execution of a Lease Agreement between the SCP School Board and SCP Department of Parks and Recreation for the use of various school sites for recreational purposes

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

**File created:** 4/15/2024    **In control:** Parish Council

**On agenda:** 4/15/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of a Lease Agreement between the St. Charles Parish School Board and St. Charles Parish Department of Parks and Recreation for the use of various school sites for recreational purposes.

**Sponsors:** Matthew Jewell, Department of Parks and Recreation

**Indexes:**

**Code sections:**

**Attachments:** [2024-0151 Lease Agreement SCPPS and SCPG 031824 \(002\)](#)  
[2024-0151 Exhibit 1 Recreation Sites Used 031824](#)  
[2024-0151 Recreation Department Assigned Responsibilities 031824](#)

Date	Ver.	Action By	Action	Result
4/15/2024	1	Parish President	Introduced	

## LEASE AGREEMENT

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between:

**THE ST. CHARLES PARISH SCHOOL BOARD (SCPSB)**, 13855 River Road, Luling, LA 70070, herein represented by Ellis A. Alexander, its President, duly authorized by resolution of the St. Charles Parish School Board, dated \_\_\_\_\_ hereinafter sometimes for brevity referred to as "School Board."

And

**THE ST. CHARLES PARISH DEPARTMENT OF PARKS AND RECREATION**, 274 Judge Edward Dufresne Parkway, Luling, LA 70070 herein represented by Matthew Jewell, Parish President, duly authorized by Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_ herein sometimes for brevity referred to as "Parish;"

### **WITNESSETH THAT:**

**WHEREAS**, The School Board is the owner of certain school sites located in St. Charles Parish, Louisiana, more specifically described on Exhibit 1 and 2 attached hereto; and,

**WHEREAS**, The Parish utilizes these public facilities for recreational purposes for the residents of St. Charles Parish; and,

**WHEREAS**, The School Board desires to assist the Parish by making these public facilities available for use through the Department of Parks and Recreation; and,

**NOW, THEREFORE, BE IT AGREED**, for and in consideration of the mutual agreements and covenants of the parties hereto, that:

1. The School Board hereby grants to the Parish, for a period of four (4) years, beginning on April 1, 2024 and ending on March 31, 2028 the use of the facilities noted on Exhibit 1 and 2 for the organized team sports listed thereon. It is understood by the parties to this lease that the only buildings included are those gymnasiums that are to be used for basketball and volleyball and that the Parish shall have the use of the property rent free. In addition, the use of athletic fields in Exhibit 1 and 2 shall also be rent free. It is further understood and agreed that, in the event the Parish becomes unable or unwilling to fund the operations of the Department of Parks and Recreation, any facilities constructed on the property will become the property of the School Board at no cost to the Board and the agreement will thereby terminate.
2. The Parish agrees to:
  - a) Use the above described property only for recreational purposes. Such use is not contrary to present or future School Board policies, rules and regulations for the use of school grounds and facilities, including the prohibition of the sale or consumption of any alcoholic beverages or tobacco products on the property.

- b) Accept in the present condition and subject to any servitudes the above described property.
- c) Obtain the written consent of the School Board for any additions or alterations to any recreational facilities to be constructed or added to the said property.
- d) Properly maintain the property, which said maintenance includes, but is not limited to, landscaping, sodding, cleaning, fencing, if any, and in general, keeping said area in a clean, neat, and sanitary condition, all the expense of the Parish.
- e) Provide to the School Board, its staff and students, full access to the right to use any portion of the said property during school hours as necessary for the education programs of the School Board.
- f) Provide that its use of this property shall not interfere with the operations of the school system.
- g) The leased property shall be used only for recreational purposes by and under the direction and supervision of the St. Charles Parish Department of Parks and Recreation during the time that it is not being used for school purposes.

3. The School Board agrees to provide reasonable access to the property herein.

4. General Obligations:

- a) To the fullest extent permitted by law, The Parish shall defend, indemnify and hold SCPSB, its officers, agents and employees, harmless from and against any and all claims, suits, liabilities, losses, expenses, liens, costs, demands and causes of action of every kind and character including those of The Parish, its agents and employees for death, bodily injury, personal injury, damage or destruction of real or personal property, including costs, attorneys' fees and settlements arising out of or in any way connected with the negligent performance of the work performed under this Contract, by any negligent act or omission, whether performed by The Parish or any other Subcontractor or any independent contractor or any agent, employee, invitee or licensee of The Parish, whether resulting from or contributed to by the negligence in any form by its officers, agents or employees whether active or passive. All parties agree that the provisions and limitations of LA. Rev. Stat. 9:2780.1 and 38.2195 apply and are guiding when construing this indemnity agreement. The Insurance required to be maintained under this Contract by The Parish shall insure the performance of this indemnification as set forth herein, but nothing in the insurance shall in any way limit the indemnification provided for hereunder. The Parish shall pay all reasonable legal fees and costs incurred by SCPSB under the Contract to enforcing the indemnification articulated under this Section.
- b) The Parish shall at its sole cost and expense, but for the mutual benefit of both the Parish and the School Board, maintain personal injury and property damage liability insurance, including

coverage for contractual liability against claims for bodily injury, death or property damage, with policy limits of not less than \$1,000,000 in respect of bodily injury or death to any one person, and of not less than \$1,000,000 in respect of any one accident. Upon execution of this agreement and annually thereafter, the Parish shall provide a certificate of insurance to the School Board to verify coverage. Each such policy or certificate issued by the insurer that such policy shall not be cancelled without at least ten (10) days prior written notice to the School Board. In connection with the aforementioned liability insurance policies, and as a further condition of this agreement, the Parish will cause the School Board to be shown as additional named insured as to the property herein leased.

5. The parties hereto agree that at no time during the term of this agreement will the School Board be required to maintain, supervise, or in any way assume responsibility for the recreational programs being conducted on the leased property.
6. During the time said property is being used for the Department of Parks and Recreation purposes, it is the responsibility of the Parish to:
  - a) Provide supervision of spectators and participants at all recreational activities and provide protection of the facilities.
  - b) Provide stadium attendant or gym monitor to open and be present at property during recreational usage
  - c) Pay for any repairs to school buildings, grounds, and facilities made necessary by the failure to provide such supervision and protection.

**THUS DONE AND SIGNED** in the presence of the undersigned witnesses on the date first written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Matthew Jewell, President  
St. Charles Parish  
Department of Parks & Recreation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Ellis A. Alexander, President  
St. Charles Parish School Board



**EXHIBIT 1  
ST. CHARLES PARISH PUBLIC SCHOOLS  
RECREATION DEPARTMENT SITES USED**

**WEST BANK**

School	Football	Basketball	Baseball/ Softball	Soccer	Volleyball	Summer Camp	Covered Play Area
Allemands Elementary		X					X
Aston Property #				X			
Carver Early Lrn. Ctr.		X					
Hahnville High*	X	X		X			
Lakewood Elementary		X			X	X	X
Landry Alt. Ctr.	X	X		X	X	X	
Luling Elementary		X				X	X
J. B. Martin Middle #		X		X	X	X	
R. K. Smith Middle	X	X	X	X	X		
R. J. Vial Elementary #		X		X			X

**EAST BANK**

School	Football	Basketball	Baseball/ Softball	Soccer	Volleyball	Summer Camp	Covered Play Area
Cammon Middle		X			X	X	
Destrehan High*	X	X		X			
Hurst Middle	X	X	X	X	X	X	
New Sarpy Elementary							X
Norco Elementary^		X	X		X		X
St. Rose Elementary		X				X	X
Schoeffner Elementary		X				X	X

Monsanto tennis courts (Hahnville High School uses from January to May 15 from 3:00 – 6:00 p.m.)

Keller Playground (E. J. Landry Alternative Center)

\*These sites require prior approval granted by St. Charles Parish Public Schools, Physical Plant Services.

^Site usage at Norco Elementary School will be removed upon completion of Bethune Complex.

#Site usage at RJ Vial Elementary and JB Martin Middle for soccer will be removed and transferred to Ashton upon completion of the Ashton Soccer Complex

**EXHIBIT 2**  
**ST. CHARLES PARISH PUBLIC SCHOOLS**  
**ST. CHARLES PARISH RECREATION DEPARTMENT ASSIGNED RESPONSIBILITIES**

**WEST BANK**

<b>SCHOOL</b>	<b>LOCATION</b>	<b>ASSIGNED RESPONSIBILITY</b>
<b>Allemands Elementary</b>	Covered play area	Area to be left litter free
<b>Hahnville High*</b>	Home side stands stadium (football championships every other year)	Clean
<b>Lakewood Elementary</b>	Covered play area	Area to be left litter free
<b>E. J. Landry Alternative Center</b>	Football field and parking lot area	Grass cutting
	Football field for middle school games	Line off field
	Outside locations	Empty garbage cans two times per week
	Fields	Spray round up to kill weeds
	Fields behind school	Spray ant poison to kill ants
<b>Luling Elementary</b>	Covered play area	Area to be left litter free
<b>J. B. Martin Middle/R. J. Vial Elementary#</b>	Ball fields/soccer/football	Grass cutting from ditch to ditch
	Near field	Spray round up to kill weeds
	Fields behind school	Spray ant poison to kill ants
	Outside locations	Empty garbage cans two times per week
	Fields	Add dirt to repair holes for proper water flow
<b>Mimosa Park Elementary</b>	Covered play area	Area to be left litter free
<b>R. K. Smith Middle</b>	Baseball, softball, and soccer fields	Grass cutting
	Baseball, softball, and soccer fields	Spray ant poison
	Outside locations	Empty garbage cans two times per week
	Three fields	Line off field
<b>R. J. Vial Elementary</b>	Covered play area	Area to be left litter free

**EXHIBIT 2**  
**ST. CHARLES PARISH PUBLIC SCHOOLS**  
**ST. CHARLES PARISH RECREATION DEPARTMENT ASSIGNED RESPONSIBILITIES**

**EAST BANK**

<b>SCHOOL</b>	<b>LOCATION</b>	<b>ASSIGNED RESPONSIBILITY</b>
<b>Cammon Middle</b>	Ball field in back	Line off field
	Gym (basketball)	Clean gym
<b>Destrehan High*</b>	Ditch bank along N side of stadium	Grass cutting (SCPG Public Works)
	Home side stands stadium (football championships every other year)	Clean
<b>Hurst Middle</b>	Ball field & football field	Grass cutting
	Gym (basketball)	Clean gym
	Football field for middle school games	Line off field
<b>New Sarpy Elementary</b>	Covered play area	Area to be left litter free
<b>Norco Elementary^</b>	Ball field	Grass cutting
	Walkway from restroom to dugout	Grass cutting
	Covered play area	Area to be left litter free
<b>St. Rose Elementary</b>	Covered play area	Area to be left litter free
<b>Schoeffner Elementary</b>	Covered play area	Area to be left litter free

**NOTES:**

The Department of Parks and Recreation grass cutting services will be based on a forty (40) cut per year basis. For the months of March through October, there will be four (4) scheduled cuts per month. For the months of November through February, there will be two (2) scheduled cuts per month. All of the scheduled cuts will be weather permitting. In the event that weather postpones any scheduled cuts, the Department of Parks and Recreation will notify St. Charles Parish Public Schools of the delay/interruption and the plan/timeline to remedy the postponement.

The Department of Parks and Recreation ant treatment services will be based on a minimum of two (2) treatments per month. All of the scheduled treatments will be weather permitting. In the event that weather postpones any scheduled treatments, the Department of Parks and Recreation will notify St. Charles Parish Public Schools of the delay/interruption and the plan/timeline to remedy the postponement.

The Department of Parks and Recreation will line off baseball and softball fields for middle schools, lay out tracks on fields for Hurst and Cammon Middle, purchase paint for lining of fields and tracks.

St. Charles Parish Public Schools shall have the use of Edward A. Dufresne Community Center free of charge for four events per year chosen by the Superintendent.

St. Charles Parish Public Schools shall have the use of the St. Charles Parish Government East Bank and West Bank Bridge Park Sites (including ball fields) free of charge for events including, but not limited to, Middle School softball and baseball games and practices, High School softball tournaments and games.

Based upon availability, each party of this agreement shall have access to each other's parking facilities at R. K. Smith Middle School, Satellite Center, Rodney R. Lafon Performing Arts Center, East Bank and West Bank Bridge Park Sites, and Edward A. Dufresne Community Center for events that deem it necessary. Notification must be given in writing or electronically.



# 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 #:** 2024-0135    **Version:** 1    **Name:** Agreement w/Department of Community Services & SCP School Board for a Summer Food Service Program from May 31, 2024 through July 12, 2024

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 4/1/2024    **In control:** Parish Council

**On agenda:** 4/15/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from May 31, 2024 through July 12, 2024 (31 days).

**Sponsors:** Matthew Jewell, Department of Community Services

**Indexes:**

**Code sections:**

**Attachments:** [2024-0135 Summer Feeding Contract 2024 2-16-24](#)  
[2024-0135 2024Summerfoodordinancenarrative](#)

Date	Ver.	Action By	Action	Result
4/1/2024	1	Parish Council	Publish/Scheduled for Public Hearing	
4/1/2024	1	Parish President	Introduced	

**ST. CHARLES PARISH COUNCIL  
AND THE  
ST. CHARLES PARISH SCHOOL BOARD  
AGREEMENT FOR SUMMER FOOD SERVICE PROGRAM FACILITIES**

This agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2024, by and between the ST. CHARLES PARISH COUNCIL, herein represented by Matthew Jewell, President, duly authorized by Ordinance No. \_\_\_\_ dated \_\_\_\_, 2024 hereinafter referred to as "Council" and the ST. CHARLES PARISH SCHOOL BOARD, herein represented by Ken Oertling, Ed. D., Superintendent, duly authorized by action of the St. Charles Parish School Board, dated \_\_\_\_\_, hereinafter referred to as "School Board."

WHEREAS, the School Board is the owner of Ethel Schoeffner Elementary School and Luling Elementary School. WHEREAS, the Council is interested in providing a Summer Food Service Program for qualifying students of the area, and WHEREAS, the School Board desires to cooperate with the Council, and to provide the best possible service to the residents of St. Charles Parish, and

1. The School Board hereby grants to the Council, for the period of May 31, 2024 through July 12, 2024, (total of 31 days) the use and control of the kitchen and cafeteria of Ethel Schoeffner Elementary School and Luling Elementary School. The Council shall have the use of the property for a fee of \$0.15 per lunch meal served during the approved dates for the Summer Food Service Program, payable no later than August 30, 2024, to St. Charles Parish Child Nutrition Department. To verify the number of lunches served, the Council shall submit with payment a copy of all SFSP-120 reimbursement forms submitted to the Louisiana Department of Education, Division of Nutrition Assistance.
  
2. The Council agrees to:
  - A. Use the above-described property only for the Summer Food Service Program. Such use is not to be contrary to present or future School Board policies, rules, and regulations for the use of school grounds and facilities, including prohibition of the sale or consumption of any alcoholic beverages on the property.
  - B. Accept in the present condition and subject to any servitude above described property.
  - C. Obtain written consent of the School Board for any alterations of the building and keep the School Board informed of the condition of the facilities.
  - D. Properly maintain the property, which said maintenance includes keeping area clean, neat, and in sanitary condition, all at the expense of the Council.
  - E. Pay \$9,882.82 as reimbursement for utilities and other costs arising out of use of the property to be leased and \$15,495.00 as reimbursement for operational costs for buses and drivers used to transport eligible participants of the Summer Food Service Program. All of these figures are reflective of 2023. The Summer Feeding program will be responsible for the actual usage figures for June and July 2024 that will be provided at the conclusion of the program.

- F. Provide to the School Board, its staff and students, full access to and right to use any portion of the said property as necessary for the educational programs of the School Board.
  - G. Post the necessary signs setting out all rules and regulations under which the property may be used; include on the signs that "This facility is leased from the St. Charles Parish School Board by the St. Charles Parish Council who funds its operation from May 31, 2024 through July 12, 2024 through the Summer Food Service Program."
  - H. Provide that its use of this property shall not interfere with the adjacent property owned and controlled by the School Board.
  - I. The leased property shall be used only for the Summer Food Service Program and under the direction and supervision of the St. Charles Parish Council during the time that it is not being used for School Board purposes.
  - J. The Council at its sole cost and expense will employ a cafeteria manager or technician at each location who worked during the school year as a food service manager or technician for the School Board.
3. The School Board agrees to provide reasonable access to the property.
4. General Obligations:
- A. In connection with any use or presence on said property by the School Board, as provided within this agreement, the School Board assumes responsibility for and shall indemnify and hold the Council harmless and defend the Council or the School Board, expenses, attorneys' fees, damages, claims and judgments for any loss of life or injury or damage to persons or property arising from, or growing out of, the negligent acts or omissions of the School Board, its agents or employees, solely or in conjunction with a third person.
  - B. Except as stated above, the Council assumes the responsibility for and shall indemnify and hold the School Board harmless and defend the School Board from all losses including claims for injuries to employees of the Council or of the School Board, expenses, by reason of any act or omission of the Council, its agents or employees, solely or in conjunction with a third person by reason of its use and control of the property described herein.
  - C. The Council assumes sole responsibility for and agrees to indemnify, hold harmless, and defend the School Board from and against all claims, including any and all claims or liens for labor services or material, actions or legal proceedings arising, in whole or in part, from the establishment, and operation of the Summer Food Service Program.
  - D. Notwithstanding anything to the contrary contained in this section, the Council assumes responsibility for the operations of the Summer Food Service Program and the School Board will not be responsible for damage or injury caused by its operations or the consequences thereof, and further, except as provided in paragraph 4-A, the Council binds and obligates itself to defend, hold harmless and indemnify the School Board against any loss, damage, injury, or claim asserted by any third party by reason of any happening whatsoever on or about the premises.
  - E. Council shall at its sole cost and expense, but for the mutual benefit of both Council and the School Board, maintain:

- (1) personal injury and property damage liability insurance, including coverage for contractual liability against claims for bodily injury, death, or property damage, with policy limits of not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 general aggregate or an amendment that the policy aggregate limit equal to at least policy limit apply per premises used or occupied as part of this agreement, and
- (2) comprehensive business automobile liability insurance against claims for bodily injury, death, or property damage, with limits of not less than \$100,000 combined single limit per occurrence for the use of owned, hired and non-owned vehicles. Upon execution of this agreement and thereafter not less than thirty days prior to the expiration dates of the expiring policies heretofore furnished pursuant to this agreement, Council shall provide satisfactory evidence to the School Board of payment of the insurance premiums. Each such policy or certificate therefore issued by the insurer shall contain to the extent obtainable an agreement by the insurer that such policy shall not be canceled without at least ten (10) days prior written notice to the School Board.
- (3) Louisiana statutory workers' compensation coverage and employer's liability with a limit of not less than one million dollars (\$1,000,000.00) dollars.

In connection with the aforementioned liability and as a further condition of this agreement, the Council will cause the School Board to be shown as additional insured and to be provided with a waiver of subrogation as to the property herein leased.

- 1. The parties hereto agree that at no time during the term of this agreement will the School Board be required to supervise, or in any way assume responsibility for the Summer Food Service Program.
- 2. During the time that the said property is being used for the Summer Food Service Program, it is the responsibility of the Council to provide for the security and protection of the adjacent school building(s) and facilities, at its cost for personnel and for any repairs to the school building(s) and facilities made necessary by the failure to provide such security and protection.
- 3. Smoking is not allowed! Possessing any lighted tobacco product is prohibited on all school system property and on all school system-owned buses and vehicles. This applies even when students are not on campus and includes parking lots and any other outside portions of school property in addition to all buildings.

THUS DONE AND SIGNED in the presence of the undersigned witnesses.

WITNESSES:

\_\_\_\_\_

ST. CHARLES PARISH COUNCIL

\_\_\_\_\_

\_\_\_\_\_

Matthew Jewell, Parish President

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

WITNESSES:

\_\_\_\_\_

ST. CHARLES PARISH PUBLIC SCHOOLS

\_\_\_\_\_

\_\_\_\_\_  
Dr. Ken Oertling, Superintendent

WITNESSES:

\_\_\_\_\_

ST. CHARLES PARISH SCHOOL BOARD

\_\_\_\_\_

\_\_\_\_\_  
Ellis A. Alexander, Board President

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



2024 Summer Food Program Ordinance  
St. Charles Parish Department of Community Services

**Summary Description**

The department of community services provides free lunch to school age youth from Monday through Thursday beginning June 3 through July 11 with holidays for Juneteenth and July 4th. The program is in conjunction with the State of Louisiana Child Nutrition program that reimburses the department on a meal served basis. In addition, the United Way of St. Charles sponsors the program through funding for the basic facility use costs. The department general fund budget covers the cost of staffing, food and bus transportation.

The attached 2024 facilities use agreement is for the use of **Ethel Schoeffner Elementary School and Luling Elementary school** for the duration of the program. The agreement is for the use of the two sites at the cost of **\$9,882.82 for utilities and .15 per meal served fee** to cover the facility use cost.

The department also contracts with the SCP School Board for **bus transportation** to the sites from all areas of St. Charles at a projected operational cost of **\$15,495**. (Based on last year's usage).



# St. Charles Parish

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[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2024-0136    **Version:** 1    **Name:** Professional Services Agreement with Grace Hebert Curtis Architects, LLC, to perform architectural services for the St. Charles Parish Library Hahnville Branch

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 4/1/2024    **In control:** Parish Council

**On agenda:** 4/15/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of a Professional Services Agreement with Grace Hebert Curtis Architects, LLC, to perform architectural services for the St. Charles Parish Library Hahnville Branch, in the amount not to exceed \$387,941.00.

**Sponsors:** Matthew Jewell

**Indexes:**

**Code sections:**

**Attachments:** [2024-0136 2024 03 15 - SCP Hahnville Library - Legal Review](#)  
[2024-0136 Consent of Authorized Signors 1.1.2024](#)

Date	Ver.	Action By	Action	Result
4/1/2024	1	Parish Council	Publish/Scheduled for Public Hearing	
4/1/2024	1	Parish President	Introduced	

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 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 GRACE HEBERT CURTIS ARCHITECTS, LLC, a Louisiana limited liability company acting herein by and through its President, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for St. Charles Parish Library Hahnville Branch, 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 professional services as set forth in this agreement in connection with the project as defined as follows:

St. Charles Parish Library Hahnville Branch

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 exercise the standard of care 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 shall include providing professional consultation and advice, and furnishing customary civil, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and observations.
- 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 services described herein or considered usual and customary 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 Consultant shall not be responsible for an Owner’s directive or substitution, or for the Owner’s acceptance of non-confirming Work, made or given without the Architect’s written approval.
- 3.7 The Phases of the Project, if applicable, 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 upon payment in full for services up to the date of 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 29<sup>th</sup> 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 is 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 subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 12.5 CONSULTANT shall secure and maintain at its 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 to the extent caused by 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 exercise the standard of care required of the consulting profession to meet applicable 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 exercise the standard of care to comply with all 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:

Grace Hebert Curtis Architects, LLC

\_\_\_\_\_

\_\_\_\_\_  
By: Gerald D. Hebert, II, President/CEO

\_\_\_\_\_

\_\_\_\_\_  
Date:

## ATTACHMENT “A”

### St. Charles Parish Library Hahnville Branch

#### Project Scope:

**The project as we know it will be design and new construction of the St. Charles Parish Hahnville Branch Library. Construction budget for the project is estimated to be \$5,500,000.00 for a new Hahnville Branch Library to be 10,000 to 15,000 sqft. The program is to include dedicated green space with interactive features and an area to host outdoor events. Additionally, the program is to include a local history room, spaces that are flexible and capable of heavy technology use to support future uses. Transitional space should lend itself to accommodate, makerspace, small business center, and or an adult learning center. Programming should address the administration department, local history room to research gemology that lends itself to speaking events and presentations. Objective of outdoor spaces is to create access to the levee path for patrons visiting the library as well as community access.**

#### CONCEPTUAL PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a. Consult with OWNER to define and clarify OWNER’s requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc.; required for design.
- b. Identify potential solution(s) to meet OWNER’s Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER’s Project requirements.
- c. Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.
- d. Develop a scope of work for additional professional services (i.e. survey, geotech, etc.) necessary for design.
- e. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and CONSULTANT’s recommended solution(s). For each recommended solution, CONSULTANT will provide the following, to include; but not limited to:
  1. Opinion of probable Construction Cost;
  2. The estimated total costs of design, professional, and related services to be provided by CONSULTANT and its SUBCONSULTANTS;

3. A tabulation of other items and services included within the definition of Total Project Costs.
- f. Furnish three review copies of the Report to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Conceptual Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Conceptual Report.

## **PART 1 – BASIC SERVICES**

### **B. PRELIMINARY DESIGN PHASE**

Upon written acceptance by OWNER of the Conceptual Report, selection by OWNER of a recommended solution, and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.
- d. Provide written notice to all utility companies (private and public) about the project and request utility "as-built" information from them.
- e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER's contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

C. FINAL DESIGN PHASE

Upon written acceptance by OWNER of the final Preliminary Design Phase documents and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
- b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.
- c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications.
- d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.
- e. Prepare a detailed Final Cost Estimate.
- f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions. CONSULTANT's services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

D. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

E. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.

- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible "RECORD" drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final observations and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.



## ATTACHMENT "B"

### St. Charles Parish Library Hahnville Branch

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

	<u>Number of Days to Complete</u>
Conceptual Design Phase	60
Preliminary Design Phase	57
Final Design Phase	70
Bid Phase	62
Construction Phase	425

#### Time for Completion

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

**ATTACHMENT “C”**

St. Charles Parish Library Hahnville Branch

OWNER shall pay CONSULTANT 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 will be 7.0535% of the Owner’s budget for the Cost of the Work, as calculated in accordance with the 2024 Louisiana State Fee Curve, which is attached hereto as Attachment C-1. For interim billing, the fee shall be calculated on the Owner’s budget for the Cost of the Work of \$5,500,000.00, which calculates to be \$387,941.00 and shall be adjusted based on Owner Approved Construction Estimates, upon Construction Contract and Owner Approved Change Orders. The proportion of compensation for each phase of services shall be based on the following estimated distribution of compensation:
  - 1. Conceptual Design Phase (20%)                      \$ 77,588.20
  - 2. Preliminary Design Phase (20%)                      \$ 77,588.20
  - 3. Final Design Phase (35%)                              \$ 135,779.35
  - 4. Bid Phase (5%)    \$ 19,397.05
  - 5. Construction Phase (20%)                              \$ 77,588.20
- b. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the CONSULTANT’S invoice.
- c. CONSULTANT 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.
- d. The amounts billed for CONSULTANT’s services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT’s employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT’s SUBCONSULTANT’s charges.
- e. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT’s SUBCONSULTANT’s charges.
- f. CONSULTANT’s Standard Hourly Rates are attached to this Agreement as Attachment C-2.

The below services are OWNER provided services. OWNER shall coordinate its own provided services with those services provided by the CONSULTANT and shall require all consultants performing OWNER provided services to maintain insurance, including professional liability insurance, as appropriate to the services or work provided:

- a. Surveying
- b. Geotechnical Investigation
- c. Permitting
- d. F.F.E Furnishing, Fixtures & Equipment

## ATTACHMENT "C-1"

### 2024 LOUISIANA STATE FEE CURVE

Project Name: St. Charles Parish Hahnville Branch Library

Date: 3/11/2024

1. Enter the Available Funds for Construction	\$5,500,000.00
2. Enter the Complexity/Renovation Factor (if not applicable, enter '1')	1.00
3. Enter the subject year for cost index data (prior year)	2023
4. The Building Cost Index for the subject year is	8130
5. The Consumer Price Index for the subject year is	304.7
6. The BCI for the reference year (1975) was	1306
7. The CPI for the reference year (1975) was	53.8
8. The BCI ratio is	0.1606
9. The CPI ratio is	5.66
10. The adjusted AFC for the reference year (1975) is	\$883,518
11. $\log [1975 \text{ AFC}] =$	5.946
12. The adjusted fee percentage for the reference year is	7.7528%
13. The adjusted fee amount for the reference year is	\$68,498
14. The adjusted base fee for the subject year is	\$387,941
<hr/>	
15. <b>TOTAL FEE (including Renovation factor, if any) =</b>	<b>\$387,941.10</b>
<hr/>	
16. Fee as a percentage of the AFC =	7.0535%

## ATTACHMENT “C-2”

### SCHEDULE OF ARCHITECTURAL FEES HOURLY RATE SCHEDULE



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<b>Principals</b>		
Architectural	\$	275.00
LA Registered Interior Designer	\$	225.00
<b>Architectural</b>		
Sr. Licensed Architect/Sr. Project Manager	\$	205.00
Associate/Architect	\$	205.00
Licensed Architect/Project Manager	\$	150.00
Senior Intern Architect	\$	135.00
Computer Modeling (3-D)	\$	120.00
Intern Architect	\$	100.00
Draftsman	\$	70.00
<b>Engineering</b>		
Mechanical Engineer	\$	200.00
Engineer in Training	\$	170.00
<b>Interior Design</b>		
Sr. Interior Designer/Sr. Project Manager	\$	160.00
Associate/Licensed Interior Designer	\$	160.00
Licensed Interior Designer	\$	120.00
Intern Interior Designer	\$	85.00
<b>Administration</b>		
Clerical	\$	65.00

**WRITTEN CONSENT OF THE MANAGER OF  
GRACE HEBERT CURTIS ARCHITECTS, LLC**

**January 1, 2024**

The undersigned, being the sole manager (the “*Manager*”) of Grace Hebert Curtis Architects, LLC, a Louisiana limited liability company (the “*Company*”), hereby approves, consents to and adopts the following recitals and resolutions and the actions therein authorized as the act of the Manager by written consent.

WHEREAS, the Manager deems it in the best interests of the Company to delegate to and authorize certain officers and employees of the Company to enter into certain documents on behalf of the Company in the ordinary course of its business;

Authorization of Certain Officers and Employees

RESOLVED, that, effective as of the date hereof, each of Gerald D. Hebert, II, as President of the Company, and Adam L. Fishbein, as Secretary of the Company, are hereby authorized to negotiate contracts on the terms and conditions that both Gerald D. Hebert, II and Adam L. Fishbein may deem advisable, and to execute said documents on behalf of the Company, and further, each of Gerald D. Hebert, II and Adam L. Fishbein are hereby given the power and authority to do all things necessary to implement, maintain, amend or renew said document(s) on behalf of the Company; and

RESOLVED FURTHER that, effective as of the date hereof, each of David F. Hebert, Thomas D. Curtis and James E. Spencer, as employees of the Company, are hereby authorized to negotiate the terms and conditions of contracts for professional architectural services that the Company offers and to execute said documents on behalf of the Company, and further, each of David F. Hebert, Thomas D. Curtis and James E. Spencer are hereby given the power and authority to do all things necessary to implement, maintain, amend or renew said document(s) for professional architectural services on behalf of the Company; and


RESOLVED FURTHER, that all acts and deeds performed prior to the date of these resolutions by any of Gerald D. Hebert, II, Adam L. Fishbein, David F. Hebert, Thomas D. Curtis or James E. Spencer, for and on behalf of the Company, that are within the authority conferred by the foregoing resolutions, are hereby approved, ratified and confirmed in all respects as the authorized acts and deeds of the Company.


[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Manager has approved, consented to and adopted the foregoing resolutions effective as of the date first above written.

**MANAGER:**

**AEC OPERATIONS, LLC**

By:   
Name: Gerald D. Hebert, II  
Title: President

By:   
Name: Adam L. Fishbein  
Title: 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

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**File #:** 2024-0147    **Version:** 1    **Name:** Appoint a member to the Hospital Service District No. 1, Parish of St. Charles

**Type:** Appointment    **Status:** In Council - Appointments

**File created:** 4/15/2024    **In control:** Parish Council

**On agenda:** 4/15/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution appointing a member to the Hospital Service District No. 1, Parish of St. Charles.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
5/7/2018	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

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**File #:** 2024-0148    **Version:** 1    **Name:** Appoint a member to the Hospital Service District No. 1, Parish of St. Charles

**Type:** Appointment    **Status:** In Council - Appointments

**File created:** 4/15/2024    **In control:** Parish Council

**On agenda:** 4/15/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution appointing a member to the Hospital Service District No. 1, Parish of St. Charles.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
5/7/2018	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

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**File #:** 2024-0149    **Version:** 1    **Name:** Appoint a member to the St. Charles Parish Planning & Zoning Commission as the District IV Representative

**Type:** Appointment    **Status:** In Council - Appointments

**File created:** 4/15/2024    **In control:** Parish Council

**On agenda:** 4/15/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution appointing a member to the St. Charles Parish Planning & Zoning Commission as the District IV Representative.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
5/18/2020	1	Parish Council	Enacted Legislation	



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
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Hahnville, LA 70057  
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## Legislation Details

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**File #:** 2024-0150    **Version:** 1    **Name:** Appoint a member to the St. Charles Parish Planning & Zoning Commission as the District VI Representative

**Type:** Appointment    **Status:** In Council - Appointments

**File created:** 4/15/2024    **In control:** Parish Council

**On agenda:** 4/15/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution appointing a member to the St. Charles Parish Planning & Zoning Commission as the District VI Representative.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
5/18/2020	1	Parish Council	Enacted Legislation	