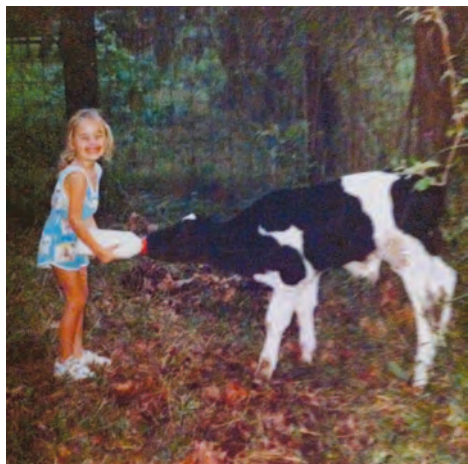


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Local officials discuss status of prep football



TURN to 9A

Wonderful. A firecracker. Assertive. A prankster.

Family, friends remember woman killed in boating accident

Monique Roth Editor
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Audrey Maria Higgins' loved ones paint a colorful picture of a woman who loved to help people as much as she loved to have fun.

Audrey tragically passed away on July 7 after a holiday weekend boating accident. Six others were wounded as a result of the

Bayou Des Allemands boat collision that took place at approximately 9:29 p.m. on July 4.

Her friends and family said there was no one like Audrey.

"Her birthday was on July 3, and we

ACCIDENT on 5A



Audrey Higgins passed away after a boating accident. She lived an adventurous life and loved to help people, her friends and family said.

Graduation ceremonies bring mixed reactions



TURN to 2A

After 12 transfusions, surgery, Luling infant finally returns home

Ryan Arena Editor
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For months, Jessica Landry and husband Corey of Luling barely saw the outside of hospital walls, but now the couple – and their baby boy – are finally home.

On Feb. 29, Jonah Landry was released from hospital care after undergoing open heart surgery. He's been home since, which is no small milestone.



JONAH on 6A Jonah returned home on Feb. 29 after spending most of his first year in the hospital.

Time with Green Berets shapes veteran's outlook

Ryan Arena Editor
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Faith was what guided Al Cutno through his darkest time.

The LaPlace man faced death while serving his country in Vietnam as a member of the U.S. Army's Green Beret Special Forces, spending a tour there each year spanning from 1963 to 1968. Thousands of American troops were killed in the conflict.

Cutno survived, and doesn't take that as mere happenstance. He believes he was blessed to make it through,



Al Cutno

and today he answers his calling in multiple ways: among them through serving as a deacon at First Baptist Church in his hometown and through his Gideon International Group, which distributes Bibles in nursing homes, hotels, schools, jails and other institutions throughout the River Parishes.

Soldiers who answer the call to battle do so without the knowledge that

GREEN BERET on 6A

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Graduations bring mixed emotions for graduates, their families

Monique Roth Editor
moniquer@heraldguide.com

It was pomp and circumstance - mixed in with some frustration and disappointment - Saturday as the long-awaited graduations for the 2020 senior classes of Hahnville High School and Destrehan High School were held.

Graduates of each school walked across the stage in segmented ceremonies at Kenner's Pontchartrain Center - but it didn't happen without a fight from DHS's Meghan Morales and HHS's Sophia Distefano.

Both students started petitions advocating that their graduation ceremonies, postponed for months due to COVID-19 restrictions and safety concerns, take place on their respective school football fields instead of in Jefferson Parish.

Over 1,300 people signed the petitions.

"With everything going on, our class was not able to say our final goodbyes to everyone, including our friends and teachers that have been a huge part of our lives for the last four years," Distefano said last week. "We just want a chance to come together one last time."

Morales and Distefano each said they, as well as many of their peers, were devastated to hear they would be graduating apart from many of their friends.

"Every senior has already had their senior year ruined by the coronavirus," Morales said last week. "All we want is to

GRADUATION on 8A



Destrehan and Hahnville seniors had their graduation ceremonies on Saturday.

Destrehan man on a mission to stop neighborhood flooding

Monique Roth Editor
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Walter Pilie, a Destrehan resident of Ormond Plantation Estates for 34 years, has made it his mission to do whatever he can to get his and other neighborhoods in St. Charles Parish to stop flooding.

Collecting data, studying past flood information, analyzing drainage data and advocating at local government meetings has become a passion project for Pilie, although he said he's not sure the term "passion" covers the reason for all of his drive and motivation.

"Am I passionate?" he said. "I'm more mad than passionate."

Pilie's home first flooded in 1995. He also flooded May 14 of this year. In between the floods have been many close calls.

"I felt so bad because I saw water



Walter Pilie speaks at a council meeting.

coming up and I started moving furniture," Pilie said of a 2018 flood in which his home was spared. "My neighbors around me took on water while I

watched. I had to try to do something to stop the problem, because I was sure it would happen again ... and it did."

Pilie said he tried for 17 months to get parish administrators to take action and fix the drainage around his area after the 2018 flood.

"They did very little and some things they did actually contributed to flooding," Pilie said. "As I predicted, we would flood in my area again soon. I, with 92 neighbors in Ormond Plantation Estates, did have their homes flood on May 14. July 5 I sweated flooding again, but for the grace of God, it wasn't me again."

Pilie said the problem in his area is simple - too few ways to get the water past the CN railroad tracks.

"This problem isn't limited to Destrehan either," he said. "It has been a problem for over 40 years. Parish promises have been nothing but words. Studies get done, and they don't execute recommendations. The lack of action was the prime contributor to the damage on May 14. People are mad. People are seriously mad."

Pilie, a retired engineer who worked extensively in project management, said last year he faced push back by the parish's public works department when he tried to contact them about the flooding.

"In the beginning of 2019, after the 2018 flood, they realized I wouldn't go away," he said. "Mr. Jewell was very amicable to a meeting early in his term,

FLOODING on 8A

Overwhelming turnout leads to additional blood drives, antibody tests

Ryan Arena Editor
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After what was described as an overwhelming and unprecedented public response by St. Charles Parish communications director Samantha de Castro that led to walk-up donors being turned away at its July 8 blood drive in Luling, two more drives have been scheduled in August.

The dates for those events will be Aug. 10 and Aug. 24 at the Edward A. Dufresne Community Center in Luling. The blood drives are being held through a partnership with Ochsner.

The July 8 drive was scheduled to run from 9 a.m. to 3 p.m., but the turnout was so large that the drive's capacity was hit just 30 minutes after opening. A significant draw for many donors can likely be tied to an added incentive for those participating:



Two more blood drives will be held in August.

blood given would be tested for COVID-19 antibodies free of charge, with each donor to be contacted thereafter for the result.

"The unexpectedly high turnout prompted us to set up two additional opportunities for residents to donate blood and become eligible to be tested for COVID-19 antibodies," de Castro said. "So many people showed up that we had to close turn nearly 50 people away. We had no idea that many people would want to donate but it makes sense. People who donate blood regularly haven't had the opportunity to do so and a number of people who haven't donated in a while or who normally don't donate were eager to participate due to the antibody testing availability."

She said reservations will be required for each of the upcoming blood drives and confirmed antibody testing will be once again available on both days.

Donors will have their temperature taken before entering the building and will not be permitted to enter if their temperature is 100.4 or higher. All donors will be required to wear a mask or face covering, and if one does not have a mask, Ochsner will provide one.

The drives are being held as blood banks nationwide are experiencing a critical shortage of blood. All types are needed, with platelets and Type O red cells in particular shortage.

Given the nature of the COVID-19 virus, with symptomatic and asymptomatic carriers each represented among those who have been infected, antibody testing has been sought for those who do not know if

BLOOD DRIVE on 4A



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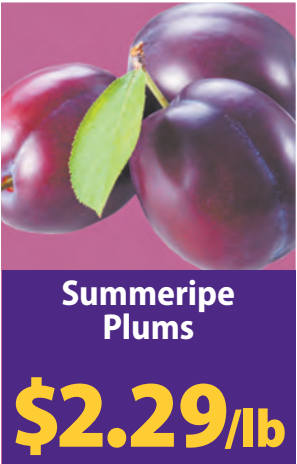
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Ama man dead after apparent shooting

Ryan Arena Editor
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A 36-year-old Ama man's life was claimed Sunday night as result of an apparent shooting near his home.

Darnell Ingram of Ama was found dead inside of a crashed silver colored Mercedes-Benz by police responding to a 911 call that reported gunshots heard on Vidal Street. The car crashed on a grassy median between Vidal Street and Triche Street, according to the St. Charles Parish Sheriff's Office.

Sheriff's Office spokesman Cpl. James Grimaldi said detectives have determined Ingram to be the victim of a shooting just prior to the crash. The shooting was said to have occurred just before 9 p.m.

An investigation into the incident is ongoing. Anyone with information about the shooting is asked by the Sheriff's Office to contact Crime Stoppers at (504) 822-1111 or Detective Kevin Tennison at either (985) 783-1135 or (985) 783-6807.

Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

- **Matthew Becnel, 36**, of 41232 Adelle Drive in Hammond, was arrested July 9 and charged with theft and theft of a motor vehicle.
- **Robert Lewis, 31**, of 3860 Deerrun Lane in Harvey, was arrested July 9 and charged with entry/remain after being forbidden.
- **Geulien Singleton, 18**, of 4520 Williams Blvd. in Kenner, was arrested July 9 and charged with reckless operation, criminal trespass, possession of drug paraphernalia, possession of marijuana, speeding and aggravated flight from officer.
- **Jerome Jarrow, 46**, of 114 Cottage Drive in Luling, was arrested July 12 and charged with domestic abuse battery and aggravated assault with a firearm.
- **Floyd White Jr., 27**, of 200 Boutte Estates Drive in Boutte, was arrested July 10 and charged with aggravated obstruction of a highway of commerce, reckless operation, hit and run driving, possession of marijuana (third offense or more) driver must be licensed (second offense or more), DWI and aggravated assault with a firearm.
- **Travis Sumlin, 40**, of 15726 River Road in Norco, was arrested July 9 and charged with no seat belt, disarming a peace officer, resisting an officer, possession with intent to distribute cocaine and obstruction of justice.
- **Ryan Bourgeois, 32**, of 206 Fourth St. in Luling, was arrested July 8 and charged with possession of a firearm by convicted felon and illegal possession of a stolen firearm.



Obituaries

Send your obituary announcements to obits@heraldguide.com for speedy publication in the St. Charles Herald-Guide's print and Internet editions.

Hargrove

Floyd G. Hargrove, 82, a native of Kaplan and a resident of Boutte, passed away on Sunday, July 5, 2020.

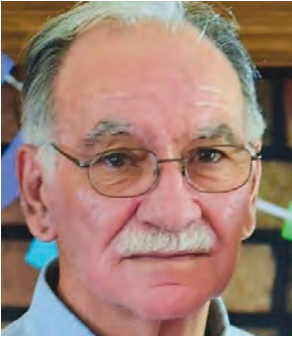
Visitation was from 11 a.m. until 12 p.m. on Friday, July 10, 2020 at St. Anthony Catholic Church, Luling, LA. A Memorial Mass was celebrated at 12 p.m. with burial to follow in St. Charles Cemetery, Luling, LA.

He is survived by his wife, Loretta A. Hargrove; son, Scott D. Hargrove; daughters, Denise H. Dempsey and Celeste A. Ford; grandchildren, Ryan Ford (Lauren) and Mikey Ford (Andre); great grandchildren, Myles Joseph, Peyton Ann and Leighton Marie. He was brother-in-law to, Patricia and Colbert Walker; Cynthia Crochet, Max Crochet, Paulette and John Jackson, Steve and Joy Acosta.

He was preceded in death by his parents, Presley and Early Hargrove.

Floyd retired from Canadian National Railroad with 43 years of service. He served in the U.S. Army as a paratrooper from Airborne Battle Group 187th Infantry, 6-11-59 to 10-31-63 Company A 2d.

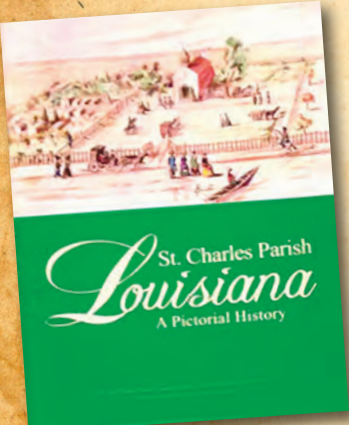
Falgout Funeral Home is in charge of arrangements.



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BLOOD DRIVE from 2A

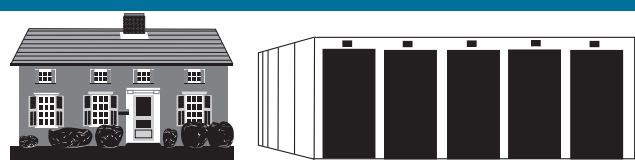
they've contracted the virus already and thus may have developed a level of immunity. While the presence of COVID antibodies indicate a person has had the illness, Ochsner warns it does not guarantee immunity or protection from future infection, nor how long any immunity may last.

Each donor at these blood drives will have a small amount of the blood collected separately tested for COVID antibodies. All participants notified of the results by mail. To be eligible for the test, the blood or platelet donation must be successful.



Each donor at a recent blood drive had their blood tested for COVID antibodies.

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Grocers face a new challenge – will there be football?

Monique Roth Editor
moniquer@heraldguide.com

On top of the already existing challenges of running a business, grocery store owners have had unique challenges during the coronavirus pandemic. Initially, supply chain issues of cleaning and everyday essentials – including toilet paper and paper towels – loomed as customers panicked about not being able to get their hands on the items. Soon after shelves began to remain stocked with those things, shortages in meat production emerged as many processing factories shut down from outbreaks of COVID-19 and other pandemic-related factors.

Dhamu Thamodaran, chief strategy officer at meat producer Smithfield Foods, said just as the meat demand at grocery stores increased -by as much as 60 percent due to people cooking at home more - meat production overall fell by 25 percent in April and May. Barry Majoria, of Majoria's Supermarket in Boutte, said that although there was a jump in meat prices after quarantine, for the most part all meat prices have stabilized. "I've seen the majority of meat prices at the levels they were before covid," he said. "Pork is close to normal ... maybe a little lower. Some beef cuts may be a little higher, but for all intents and purposes the meat prices have pretty much come back to normal." David Matherne, owner of River Road Market in Destrehan, agreed. "Some stuff is normalizing," Matherne said of prices. "With ground beef we were actually able to have that in our sales ad the last couple weeks. I can't say it'll be back to normal, but for the most part it's

sort of leveling off." However, Matherne said some shelf items are still hard to come by. "Cleaning supplies ... as soon as we get them, they're gone," he said. "And that's if we even get it in." Majoria and Matherne said as far as their next concern for their stores – all eyes are on football season. "Normally after the 4th we wait on football season, but we don't know if that'll happen," Majoria said of the uncertainty surrounding whether football games will be held. "After the dog days of August with it being so hot and then back to school and Labor Day we normally have football season." With high school, LSU and Saints game-day parties and tailgating, customers stock up on groceries. Majoria said all ears are on sports-related announcements. "We're hoping we have a football season, but as it's going now it doesn't look too promising," Matherne said. "But that's a big part of our sales every weekend. We see a big spike in meat sales and beer sales." He said River Road Market's deli section also sees increased sales related to football season, as people scoop up catering items such as chicken tender trays for tailgating. "That's a big part of the business that we'll miss out on if they don't have football," Matherne said. "It's a new normal. Now we just take it day by day ... we just adjust as news hits affecting our business and just be hopeful we can get back to what we're used to."

ACCIDENT from 1A

always called her a firecracker," Audrey's sister Caitlin Higgins Comardelle said. "We have an eight-year age gap, so she was more like a second mom to me. She was super protective and kind of bossy ... but in a good way. She helped guide me and helped me to make decisions and to make sure I was on the right path in life."

Audrey's assertive streak came in handy to many family members and friends, Comardelle said laughing. "If you were having an issue and needed something, she would call customer service for you," she said. Kaycee Donnaud said Audrey was the best friend a girl could ask for. "She always made life easier and knew what to say," she said. "It's hard to put into words just what she means to me. She was my person in life. She is even my little boy's nanny. She was just all around an amazing person who will be missed by all."

Audrey grew up in St. Charles Parish with Comardelle, their late father Vernon and mother Susette. "We grew up on a farm in Ama," Comardelle said. "We grew up on a farm with horses and cows and chickens and all sorts of animals. It was cool ... we always had lots of friends at our house because we always had so many fun things to do."

Comardelle said she and Audrey learned to ride and care for horses as children, a hobby Audrey still enjoyed as an adult. Growing up surrounded by a large extended family meant lots of time with cousins and aunts and uncles. "She was the funny jokester in the family and she was just a very assertive person," Comardelle said of her older sister. "She always had her makeup and hair done. She wouldn't go anywhere without it. She always looked nice and her personality was always so strong and she never met a stranger."

Several friends and family members described Audrey as someone who loved her fur baby Roxy just as much as she loved a holiday or a celebration. "Audrey was a huge Mardi Gras person and Luling parade fan," Laci Smith, one of Audrey's friends, said. "Her dad is actually the one who began the parade. She goes all out when it comes to festivities. Her dad passed away eleven months ago and was the king of the Luling parade the year before he died."

Tracey Champagne said Audrey was like a little sister to her. "She loved Halloween and she was amazing with costumes every year," Champagne said. "She would do all of her own makeup. I will miss her forever."

Audrey worked as an LPN, a career Comardelle said fit her personality. "She could boss people around," Comardelle said laughing. "But she liked taking care of people and making people feel special. You could be confident she would do what she said she would."

Aimee Aitken worked with Audrey for the past 10 years at For Better Health. "She was an amazing nurse and a great friend," Aitken said. "Working forty hours a week together for ten years you become very close. Audrey was silly and she loved baking cakes for everyone."

Brock Tregre, Audrey's boyfriend of four years, said there are no words to describe the love she displayed to him, his children and everyone around her. "Audrey was amazing and wonderful," he said. "We love her dearly and will miss her forever."

Brock's daughter Dakota said she and her brothers Braxden and Sawyer were lucky to have Audrey in their lives. "I thank God every day that I was lucky enough to have an extra mom who loved me just as much as my real one," Dakota said. "Not everyone gets that blessing, and I am forever thankful that I did."



Audrey and her boyfriend, Brock.



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JONAH from 1A

Jonah, who will enjoy his first birthday on July 30, was born with Down syndrome and a hole in his heart. Complications piled up from there, including multiple infections and a battle with Respiratory Syncytial Virus. He's been the recipient of 12 blood transfusions in his short life, has been intubated multiple times, and prior to February he had spent precious little time outside of hospital care.



Jonah will celebrate his first birthday later this month. He's had 12 blood transfusions since his birth.

“It was definitely a scare. I didn’t, or couldn’t, process how sick his little body really was,”
— Jessica Landry

But finally Jonah's had the health breakthrough he's needed and that his parents have longed for.

“(After Jonah was transferred to Children's Hospital in December), we may have left there two to three times at most,” Jessica said. “It's really been a roller coaster. It's a huge relief to have him home and hopefully, from here on, it's all upward. It was definitely a scare. I didn't, or couldn't, process how sick his little body really was.”

Jonah's enjoying his new surroundings.

“He's such a happy baby. He doesn't cry or fuss much at all,” Jessica said.

“He brings so much joy to everybody. Everyone sees his pictures, sees his smile, and it's just contagious.”

Jessica said one of the toughest parts of the situation was the lack of clarity on what Jonah's path to recovery, or his ultimate prognosis, truly was. She said it was known he would need surgery early on, but she didn't realize how bad the situation was – Jonah was, in actuality, going through heart failure. The road to getting to that surgery was made difficult by the other health complications he developed.

“Nobody could give us an answer on why he needed so many transfusions,” Jessica said. “When we finally got to the surgery, it was a six to eight hour operation and a one-time thing ... I wasn't scared, per se, because we knew God had us. He'd brought us this far and was going to carry us through. Our faith really kept us going and brought us through it all.”

Jonah still has follow-up visits scheduled, but his blood work has shown no red flags, Jessica said.

Earlier this year, many in the community stepped forward to help baby Jonah and his family. Leigh Landry, Jonah's aunt and of Bayou Gauche, and her husband Dylan, Corey's brother, set up a GoFundMe page to raise money to help offset Jonah's medical expenses. That effort raised all \$6,500 of its set goal in donations. A plate lunch fundraiser was also held by NuStar in St. James Parish, where Dylan Landry works.

“We were overwhelmed by the support we got in our time of need,” Jessica said. “I can't even put into words how thankful we really were and are. Nobody thought it would go as well or receive the attention that it did.”

Though Jonah is home, precautions are in place. COVID-19 has wreaked havoc on the lives of many, and her family is no exception, as Jessica was laid off from her job as result of the pandemic. Jonah is out of the hospital, but the family is careful in terms of where they bring him in regards to his own health vulnerability.

“We haven't been doing much, still,” Jessica admits. “But all we can do is take it one day at a time. He seems healthy, and I think as far as I go, God has other plans for me right now. He needs me more right now than a job does. It's been a journey.”

GREEN BERET from 1A

they'll ever be able to return home. For Cutno and his fellow troops, there were similarly no guarantees. The Green Berets were there as part of a mission to train and equip South Korean locals to help aid that country's cause. Those locals, primarily, were known as the Montagnards, or “people of the mountains.”

“When we got there, we were told we were not to fire unless we were fired upon,” Cutno said. “Special Forces were to train and equip locals and work with them ... when we got there, there was little hostile activity because people in the south were fighting against a corrupt government. But that had nothing to do with North Vietnam at the time.”

“He told me they were establishing a group unlike anything the U.S. has ever done before,”
— Al Cutno

There were 200 to 250 Montagnards in each camp, Cutno estimated. Special Forces provided training and medical needs for the people. But when South Vietnam was overrun, many of the Montagnards did not want to join the South Vietnamese Army.

“When that happened, these people did not want to go into the South Vietnamese army, so they disappeared back into the mountains,” he said. “We estimated about 50,000 of those people were working with Special Forces at one time or another. That force just disappeared. Of course, North Vietnam just flooded the area and came right on in, and took over everything.”

Cutno still has a note in his possession from the war – a secret message someone in his camp had sent to a higher commander.

“It said, ‘The South Vietnamese cannot be depended upon in time of warfare. They will run.’ And that's exactly what they did. They ran. They left everything,” he said.

Equipment that was sent to Vietnam by the U.S. for the conflict was abandoned when that happened, ultimately falling into the hands of the North Koreans upon takeover, Cutno said. The North Korean Tet Offensive made its move in 1968, and the body count in the region was immense. Cutno's camp was surrounded, but ultimately spared



A photo of Al Cutno from his time in the military.

– though not without some close calls. He himself came under fire from distant enemies when he emerged to operate a generator in the region.

His call to the Special Forces came while he was in basic training for the Army in South Carolina.

“He told me they were establishing a group unlike anything the U.S. has ever done before. The Allied Forces had special operations during World War II, but the U.S. had never organized a force to do those things,” Cutno said. “I told him I'd join and after I finished up there, I moved on to my first special forces training group.”

Cutno specialized in communications and became versed in Morse code. When he became a junior communications operator, his work wasn't done – were anything to happen to the senior communications operator, he would have to step up, so he had to learn everything the senior operator was responsible for as well.

“So here I was, a person with one mosquito wing, next to a person with five stripes,” Cutno said with a chuckle. “It worked out well, though.”

Today, he's a member of VFW Post 3337 and remains very active in his community. He tries to set a positive example and inspire others when he can, and one way he does that is through speaking to young people in the region. During a visit to John L. Ory school in LaPlace as part of the Louisiana Ambassadors program, his message to the students was simple: no matter what hand life deals you, know you can overcome.

“Wherever you come from, don't let that determine where you go in life,” Cutno said. “Don't say, ‘I came from the projects, so I can't achieve.’ Do your best, because it's not about where you start, but where you're going.”

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GRADUATION from 2A

be able to graduate together.”

Morales said she understood the weather concerns that come with planning a large outdoor event, something Superintendent Dr. Ken Oertling mentioned in a response to an email Distefano had sent him about the petitions.

The ceremonies took place at the Pontchartrain Center, as the school system planned.

“I think it went pretty well, it was just very different,” Morales said of graduation day. “It felt kind of empty. You could just tell in the room something was missing.”

She said in spite of the differences the day presented, it was a day to remember and everyone made the best of it.

Distefano said her biggest disappointment was not being able to graduate with her whole class or with honors recognition.

“The ceremony did not go as I hoped,” she said. “But I’m glad to say it’s done.”

Joe and Gayle Ferraro, Distefano’s grandparents, came in from Tennessee for the celebration.

“As grandparents, we certainly appreciated the opportunity to watch the live streaming of the graduation,” Joe said. “The administration and faculty should be commended for their efforts.”

“We are very proud grandparents,” Gayle said.

Nicole Aucoin’s twins, Hunter and Alexandra, are class of 2020 HHS graduates. Nicole said graduation day was a massive disappointment for her family.

“Honestly and truly I don’t think there’s anything they can do it make it right,” Aucoin said. “They can’t go back and redo a graduation. There’s nothing they can do ... even with an apology.”

Aucoin said because Alexandra has already left the state for military training, Hunter decided he didn’t want to attend graduation.

Even so, Aucoin said she and Alexandra and the rest of the family were excited to watch the live stream. What should have been a memorial occasion, Aucoin said, was instead a disaster.

“I was kind of heartbroken,”
— Alexandra Aucoin

“I had to sit on Facetime with my daughter and watch her bawl her eyes out,” Aucoin said.

Aucoin said no mention was made of any 2020 graduate who was not present at the ceremony.

“I was kind of heartbroken, just because it wasn’t my choice to miss graduation,” Alexandra said. “I was supposed to attend in May. I watched it live on my phone and when I didn’t hear my name it just didn’t make sense. Graduation is a once in a lifetime thing. You can’t relive it.”

“It is unreal,” Aucoin said. “These students got such a raw end of the deal, not just from COVID, but from St. Charles Parish. “I’m heartbroken ... not only for my two

kids, but also all of the other kids that have worked so hard all these years and weren’t acknowledged either.”

Tomi Ann Mcmillian agrees.

Her step-daughter, Hailey Mcmillian, is a 2020 HHS graduate and attended her graduation ceremony. But because of their blended family, Tomi had to sit in the car and watch the graduation ceremony instead. Each student was given two tickets.

“They didn’t give any type of consideration to blended families or families in general. One of the main reasons I moved to St. Charles Parish was the school system, and I don’t even know the exact things to say to express how disappointing it was,” Mcmillian said. “I know there was pandemic and I know the world is turned upside down but these kids have worked twelve years for this and more could have been done ... they could have done so much more for these kids.”

Stevie Crovetto, director of public information for the school system, said the system made a commitment to do everything possible to host in-person graduation ceremonies for seniors.

“We know how important this milestone is for seniors, and we did not want to take anything away from them having this opportunity,” she said. “A tremendous amount of work was done by the high schools in order to have in-person ceremonies.”

“Students who do not physically attend graduation are recognized in the program but not aloud. This is typical for any year. “

FLOODING from 2A

but they also were just getting in office and reeling from lack of turnover from the previous administration. There are council people who have now a keen interest and are asking questions about a previous administration, yet they had a chance to do things themselves and they didn’t act to fix the problem last year.”

Pilie said over the next year he would like to see more culverts or trestles under the CN railroad tracks and completion of the planned conveyance - canals and culverts - north of the railroad to improve flow to the pump stations.

“To be absolutely clear – we are experiencing more frequent rainstorms of greater intensity, but if we don’t do something about it and change our ways, we are setting ourselves up for failure,” Pilie said. “As soon as it starts raining everyone is freaking out. It’s insane. It’s not acceptable any longer.”

Pilie said the flooding has him considering relocation.

“I have a value decision to make. I love living here, except if it keeps flooding, I have to get out of here,” he said. “I hate to leave St. Charles Parish, but one of the basic things government is supposed

to do is protect life and property. If you can’t fix something like drainage, you’re not protecting life and property.”

Pilie attended the contentious July 6 parish council meeting, which yielded a vote to table Parish President Matthew Jewell’s proposed moratorium on new subdivisions. Pilie spoke in favor for the moratorium during the public hearing.

Pilie also attended and spoke at the July 9 Planning and Zoning Commission meeting, in which a new subdivision approval was being voted on. The approval was denied.

“I plan to be at any and all meetings that will effect drainage improvements and protection of our lives and property,” he said. “If the parish fixes our problematic drainage system, I don’t need to be there. I’d rather enjoy my hobbies.”

Pilie said he’ll do whatever it takes to see improvements be made.

“I firmly believe that resident involvement makes the difference between getting things fixed and accepting the substandard drainage we already have,” he said. “It is making a big difference already, and demand for accountability will make it happen.”

Flood of concern

5-14-20 Flood Statistics by Area of Parish	# Reported	% All Flooded	% East Bank	% West Bank	% Destrehan
Ormond Plantation Estates	92	21%	27%		40%
Ormond Country Club Estates	26	6%	8%		11%
East of Ormond Est	53	12%	16%		23%
West of Ormond Est	60	14%	18%		26%
Destrehan Total	231	53%	68%		
Other East Bank	108	25%	32%		
St Rose	12	3%	4%		
New Sarpy	6	1%	2%		
Norco	90	21%	27%		
West Bank	98	22.4%			
Boutte	1	0.2%		1%	
Des Allemands	2	0.5%		2%	
Hahnville	89	20.4%		91%	
Luling	6	1.4%		6%	
East Bank Total	339	77.6%			
West Bank Total	98	22.4%			
All St Charles areas	437				

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LHSAA: High school football won't happen until 'phase 4'

Ryan Arena Editor
ryana@heraldguide.com

The LHSAA reportedly will not allow high school football games to take place in Louisiana until the state reaches phase 4 of its K-12 school reopening plan.

While the governing body for high school athletics maintains intentions are to proceed with each of its sports seasons without cancellation, during a presentation to the state's House Education Committee LHSAA executive director Eddie Bonine revealed that the organization's plan has been to not allow games for fall or winter sports until the state

individual workouts and non-contact conditioning drills. The biggest shift from phase 2 to 3 protocols will be the number of participants allowed: it's 25 per group at a time currently, but the number will expand to 50 per group once phase 3 is reached. During phase 3, 7 on 7 offense vs. defense practice will be allowed, but it will still be non-contact.

Bonine said the LHSAA will "follow religiously" Gov. John Bel Edwards' instructions in regards to reopening during the pandemic.

He added that provisions on the number of spectators allowed during fall sports will be determined in conjunction with each individual school district.

The news caused some uproar on social media Monday, though no new votes or changes have taken place to what the LHSAA's plan has been, reportedly, from its inception earlier this summer. But the benchmark of phase 4 seemed to raise anxiety for many. The LHSAA has a set of four phases that are distinct from the state and federal governments' phase benchmarks, which Bonine said was crafted from a combination of CDC, White House and National Federation of High School guidelines.

However, those roadmaps to reopening each have just three phases, leaving the triggerpoint for the fourth phase somewhat unclear for the LHSAA – though it's clear the state still has work to do to get there after phase 2 was extended earlier

this month.

St. Charles Parish Public Schools Athletic

don't even blow a whistle right now, it puts it in a bit of perspective."



Corey Lorio of Hahnville.

Director Kade Rogers confirmed nothing has changed from the guidance the school system has received from the LHSAA since the initial plan was created, and added the process of returning to athletics in full is anything but simple.

"Yes, we need to get back to sports and we need to get back to real life, but you have to maintain safety for the kids and for the staff," Rogers

Beyond case numbers and benchmarks to be met statewide, there are numerous contingencies that must be settled on before a return to the field.

"It brings questions on who can attend football games ... players, coaches, referees, administration?" Rogers asked rhetorically. "Is the band going to be loud? Will they be spread out? The cheerleaders?



Razan Keller of Destrehan

said. "When you talk about the fact that recommendations are you

Will they all be six feet apart, and the same for the fans? Will only home

fans attend and what capacity you have to abide by in your stadium, at that? It's layers and layers of an onion."

And even if those answers are settled on, the questions could always change.

"It could change an hour, a day later ... it's very, very tough," Rogers said. "I think people are frustrated, past frustrated really, because they want answers. 'Are we gonna play?' Nobody wants to see what happened to the 2020 seniors happen again. But there are guidelines we have to operate within, and whatever your personal feelings are on the subject, you have to operate in those parameters. So you're between a rock and a boulder."

Hahnville head football coach Daniel Luquet said the Tigers try to shut out the outside noise and stay committed to doing their part to make this season a reality.

"The LHSAA reportedly will not allow high school football games to take place in Louisiana until the state reaches phase 4 of its K-12 school reopening plan.

While the governing body for high school athletics maintains intentions are to proceed with each of its sports seasons without cancellation, during a presentation to the state's House Education Committee LHSAA executive director Eddie Bonine revealed that the organization's plan has been to not allow games for fall or winter sports until the state enters the fourth phase.

He added that there

have been talks to flip seasons between fall and spring sports, but that it is not the LHSAA's first option.

Football teams will be permitted to return to traditional practice once the state's K-12 reopening plan reaches phase 3, however intrasquad scrimmages nor those against other teams will be allowed until phase 4. Currently, teams are allowed to operate individual workouts and non-contact drills.

Bonine said the LHSAA will "follow religiously"



Gov. John Bel Edwards' instructions in regards to reopening during the pandemic.

He added that provisions on the number of spectators allowed during fall sports will be determined in conjunction with each individual school districts.

We can't control what we can't control. We show up to work every day, wear our masks and do our part to do what we need to do to be able to play, whenever or for however long that may be," Luquet said.



Photos by Ryan Arena/Herald Guide

enters the fourth phase.

He added that there have been talks to flip seasons between fall and spring sports, but that it is not the LHSAA's first option. He also noted a delay to the start of football season is a real possibility.

Football teams will be permitted to practice with limitations once the state's K-12 reopening plan reaches phase 3, however intrasquad scrimmages nor those against other teams will be allowed until phase 4. Currently, teams are allowed to operate

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Valero's community support celebrated with The Civic 50 recognition

Monique Roth Lifestyles Editor
moniquer@heraldguide.com

Valero was again recognized for its vital community commitment by The Civic 50, a list of the 50 most community-minded companies in the United States. The list is compiled by Points of Light, the world's largest organization dedicated to volunteer service.

Since it was launched in 2012, the program has served as benchmarking tool and platform for sharing best practices in the corporate citizenship sector. The survey is based on Points of Light's Corporate Civic Engagement Framework that creates a roadmap for companies committed to using their time, talent and resources to drive social impact in their business and communities.

"We are proud to be a part of this honor, and to be a vibrant part of this community," Jerry Stumbo, vice president and general manager of the Valero St. Charles Refinery, said. "We will continue our legacy of support through volunteerism, charitable giving and the economic support of being a good employer."

The Civic 50 honorees are selected based on the four dimensions of their community engagement and social impact programs: investment of resources, integration across business functions, institutionalization through policies and systems and impact measurement.

Valero was again named the top energy-sector company on the list.

The recognition follows a year in which Valero's employees and charitable organizations generated more than \$64 million for worthy charities through direct and in-kind donations, fundraising and volunteerism. Notably, support continued in response to COVID-19 with more than \$3 million for front-line organizations across the globe.

"We are fortunate to have great industry partners in our parish such as Valero and appreciate their generosity during this uncertain time," St. Charles Parish President Matthew Jewell said.



Valero has provided meals during the COVID-19 pandemic to health care workers on the front lines of the fight against the virus.

In 2019, Valero St. Charles Refinery employees pledged approximately \$785,000 for the United Way, with other fundraising and a company match totaling approximately \$1.2 million in contributions.

Local children's charities received a total of \$800,000 from employees of the Valero St. Charles Refinery, and St. Charles employees logged more than 6,000 volunteer hours for community projects.

Valero Energy Corporation and the Valero Energy Foundation committed \$300,000 to support New Orleans organizations on the front lines of COVID-19 pandemic response. Of that, \$225,000 directly impacted St. Charles Parish.

Taryn Rogers, Valero public affairs manager, said the support was part of an overall \$1.8 million commitment.

Several organizations that serve St. Charles Parish received funding, including Second Harvest Food Bank of Greater New Orleans and Acadiana, the St. Charles Parish School System, Matthew 25:35 Ministries' Food Pantry, Catholic Charities and the St. Charles Council on Aging.

St. Charles Parish Public Schools Superintendent Dr. Ken Oertling said the school system has had a long-standing relationship with Valero - St. Charles Operations.

"Valero has been a constant supporter of our school system and community at large," Oertling said. "Valero recognizes the value of a strong public school system and how it contributes to the quality of life in our community."

In addition to monetary donations, Rogers said Valero is proud to have supported Ochsner Health through the purchase of meals for employees and to have provided gas cards to charitable organizations for access to essential fuels and products for their operations.



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Terrence Jr. walks his dog, Chloe.



Avary at the beach in Grand Isle,



Ryan Cantrelle and Annalise White.



Hayden Strahan at the Children's Museum.



Arlie and Grady Matherne cool off at Bogue Chitto state park.



Bella Cortez relaxes after a hot summer day.



Melinda Eitmann took this photo of the sunset in Lake Salvador.



Mildred enjoys playing in a paper bag.



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Drew and Beau Meyer got to pet a sloth and hold a Brazilian armadillo at the Barn Hill Preserve in Ethel.

Liam enjoys boiled crabs.

Steven and Brittany took their maternity pictures.

MoMo and Oliver at the Children's Museum.

Aiden and Arabella play while they wait for the BBQ to start.

Mason and Liam take a break from the heat.

Mom and Jayce cool off.

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“Holding My Hands”

Lord, I can’t even walk without You holding my hands.
You also help me to understand.
Your arms are stretched open wide & always by me side, you do abide.
I’m happy in your love divine, for you always smile, be mine at all times.
Millions of years will roll on & on but your love will always be strong.
Heaven will be a home of rest, for all those who have done their best.
Our loved ones who have gone before will be there when Jesus opens us the door.
The first face we shall see, is the one who died for you & me.
I couldn’t have made it you see, if Jesus hadn’t died for me.
He died for you too & carried you through.
Praise His Holy Name, He will always remain the same.
Amen

Edna Matherne

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TERMS: Cash, Cashier's Checks, Money Order. No personal or company checks without a Bank Letter of Guarantee valid for 15 banking days after the auction

For more information, contact Lt. Andy Cimino, Fleet Manager @ (985) 783-1340.

Auction conducted by: MANHEIM LAFAYETTE (RENEE TORINA)
1611 St. Mary Street, Scott, LA 70583 (337) 237-5620

PUBLISH: July 2, 9, 16, 2020

Public Notice

ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

Sealed bids are requested by the St. Charles Parish Sheriff's Office from general contractors for construction of:

NELSON COLEMAN CORRECTIONAL CENTER
CAMERA REPLACEMENT

Bids will be received at the St. Charles Parish Sheriff's Office, 260 Judge Edward Dufresene Parkway, Luling, LA 70070 at **2:00 P.M., LOCAL TIME, Thursday, July 30, 2020** at which time the bids will be publicly opened and read aloud in the conference room.

B. BID DOCUMENTS AND DEPOSITS

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit by visiting the public projects area at www.cityblueprint.com. Printed copies are not available from the Designer, but arrangements can be made to obtain them through City Blueprint & Supply or most other reprographic firms. Please note that Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to:

City Blueprint & Supply Co.,
1904 Poydras Street
New Orleans, LA 70112
Phone: 504-522-0387
Email: planroom@cityblueprint.com

All other questions regarding the scope of work of the project should be directed to the Project Architect in writing via email [only: tabb@murrayarchitects.net](mailto:tabb@murrayarchitects.net).

C. BID SECURITY AND PERFORMANCE AND PAYMENT BONDS

Bids must be accompanied by a bid security at least equal to five percent (5%) of the base bid and all additive alternates in the form of a certified check, cashier's check or bid bond. The successful bidder will be required to furnish a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the contract amount.

Contract, if awarded, will be on the basis of the lowest responsive and responsible bidder, if within the budget. No bid may be withdrawn for a period of 45 days after bid opening except as provided by law.

Bidders must meet the requirements of the State of Louisiana Contractor's Licensing Law, R.S. 37:2151 et seq.

D. REJECTION OF BIDS

St. Charles Sheriff Sheriff's Office reserves the right to award the project on whatever basis is in the interest of the Owner and to accept or reject any or all bids and to waive technicalities and informalities as allowed by law.

E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held at the project site, Nelson Coleman Correctional Center, 5061 LA-3127, Killona, LA 70057 on **Tuesday, July 21, 2020 at 10:00 a.m.** Attendance at this pre-bid conference is MANDATORY.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: Thursday, July 2, 2020
Thursday, July 9, 2020
Thursday, July 16, 2020

St. Charles Parish Sheriff's Office
Sheriff's Greg Champagne
260 Judge Edward Dufresne Parkway
Luling, LA 70070

Public Notice

Notice is hereby given pursuant to Article 7, Section 23(C) of the Louisiana Constitution and R.S. 47:1705(B) that a public hearing of Law Enforcement District I & II in St. Charles Parish will be held in its regular meeting place in St. Charles Parish Sheriff's Office, Law Enforcement Complex, Executive Conference Room 2nd Floor, 260 Judge Edward Dufrene Parkway, Luling, LA 70070 on Tuesday, August 18, 2020 at 10:00 a.m. to consider levying additional or increased millage rates without further voter approval or adopting the adjusted millage rates after reassessment and rolling forward to rates not to exceed the prior year's maximum. The estimated amount of tax revenues to be collected in next year from the increased millage is \$34,503,070.46, and the amount of increase in taxes attributable to the millage increase in \$691,526.36.

PUBLISH: July 16 & 23, 2020

Public Notice

ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

The St. Charles Parish, Zoning Board of Adjustment will meet on July 16, 2020 at 7:00 p.m. to hear:

2020 28 ZBA Aaron Tregre for a flood elevation of 1 ft. above the centerline of the street where a Preliminary DFIRM AE +6 ft. NAVD also applies at **215 Beau Place Blvd., Des Allemands**, Zoning District R-1A. Council District 4.

2020 35 ZBA Paul Terranova to reduce the required front yard at **158 Folse Rd., Des Allemands**, Zoning District R-1A(M). Council District 4.

2020 36 ZBA Johnny & Vicki Dunn for a flood elevation of 1 ft. above the centerline of the street where a Preliminary DFIRM AE +5 ft. NAVD also applies at **321 Fonda St., Paradis**, Zoning District R-1A. Council District 4.

2020 37 ZBA Johnny & Vicki Dunn for a flood elevation of 1 ft. above the centerline of the street where a Preliminary DFIRM AE +5 ft. NAVD also applies at **315 Fonda St., Paradis**, Zoning District R-1A. Council District 4.

2020 38 ZBA Johnny & Vicki Dunn for a flood elevation of 1 ft. above the centerline of the street where a Preliminary DFIRM AE +5 ft. NAVD also applies at **309 Fonda St., Paradis**, Zoning District R-1A. Council District 4.

PUBLISH: 7/2, 7/9, 7/16

Public Notice

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the South Central Planning and Development Commission, Warehouse Building by the SCPDC at their office located at 5058 West Main Street, Houma, Louisiana 70360 until 1:00 P.M., July 31, 2020.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: New Warehouse Building for the South Central Planning and Development Commission
PROJECT NUMBER: 18-458A

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from AEPPlans.com. Printed copies are not available from the Designer, but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to the Designer at: PHONE (985) 47-0090

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

A PRE-BID CONFERENCE WILL BE HELD

At 9A.M. on July 14, 2020 at project location, 5058 West Main Street, Houma, Louisiana 70360

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Building Construction**. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(D)(1), the provisions and requirements of this Section, and those stated in the bidding documents shall not be waived by any entity.

South Central Planning and Development Commission
Kevin P. Belanger, CEO

First Advertisement: July 2, 2020.
Second Advertisement: July 9, 2020.
Third Advertisement: July 16, 2020.

Public Notice

N O T I C E

Lafourche Basin Levee District
Post Office Box 670
21380 Highway 20
Vacherie, Louisiana 70090

Sealed bids will be received by the Board of Commissioners for the Lafourche Basin Levee District, at its official domicile, at 21380 Highway 20, in Vacherie, Louisiana on Wednesday, August 5, 2020 until 11:00 AM and then publicly opened and read for:

One (1) New 2020 Ford F250 4x4 Crew Cab or equivalent make and model.

Specifications may be obtained at the office of the Lafourche Basin Levee District, 21380 Highway 20, Vacherie, Louisiana, by calling (225) 265-7545, writing to Lafourche Basin Levee District, P.O. Box 670, Vacherie, Louisiana 70090, email ajupiter@lbgd.us.com or find bid related materials and place electronic bids at www.CentralBidding.com.

BID BOND REQUIREMENTS: All bids shall be accompanied by a good faith deposit in an amount not less than 5% of the amount bid. Said amount shall be by certified or cashier's check; by bank or postal money order; or bond or other secured payment acceptable to the Board. Said BOND shall insure specific performance of the bidder and shall be forfeited in the event bidder defaults on his bid.

All bids must be sealed in envelopes marked "Bid for One (1) New 2020 Ford F250 4x4 Crew Cab" and show the name of the bidder. Bids must be delivered to the Lafourche Basin Levee District, Attention: Donald Ray Henry, 21380 Hwy. 20, Vacherie, Louisiana, 70090 or mailed to Lafourche Basin Levee District, Attention: Donald Ray Henry, PO Box 670, Vacherie, Louisiana, 70090.

The Board reserves the right to reject any and all bids.

Board of Commissioners for the
Lafourche Basin Levee District

James P. Jasmin, President

aj
07/02/20

L.B.L.D.
Notice #307

PUBLISH: July 9, 16 & 23, 2020

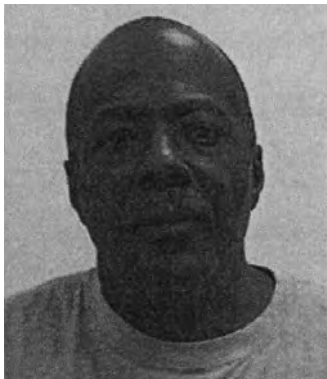
Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of **Low and High** alcoholic content at retail in the Parish of St. Charles at the following address:

STRC LLC d/b/a Truck Farm Tavern
11760 River Rd
St. Rose, Louisiana 70087
Members: Chad Calongne, Member

PUBLISH: July 9 & 16, 2020

Public Notice



I, **Troy White**, have been convicted of **Carnal Knowledge of a Juvenile**, Date of Conviction: 02/23/2010. My address is: 403 Post Street, Killona, La. 70057

RACE: Black
SEX: Male
DOB: 10/17/1969
HGT: 5'8"
WGT: 200
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: July 9 & 16, 2020

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Your subscription to the **St. Charles Herald-Guide** brings you **MORE** news and information about **your** parish than ever before!

MORE ACCESS

We provide print and digital access to our subscribers to keep you informed no matter where or when breaking news happens.



Our commitment is to bring you **MORE** parish information and news that matters to you wherever and whenever you want it.

Public Notice

ADVERTISEMENT: " Fresh Fruits and Vegetables"

Publication Dates: 1st Printing July 9, 2020
2nd Printing July 16, 2020

ST. CHARLES PARISH SCHOOL BOARD
ADVERTISEMENT FOR BID

The St. Charles Parish School Board, Child Nutrition Programs, 13855 River Road, Luling, Louisiana 70070, will receive monthly quotes during the 2020 - 2021 school session for Fresh Fruits and Vegetables. We are requesting prices on all items listed on our Fresh Fruits and Vegetables monthly quote.

Request for produce quote will go out to prospective bidders at least two to three weeks prior to the bid cycle. All cycles run from the beginning to end of the month.

The St. Charles Parish School Board reserves the right to reject any and all quotes and to increase or decrease items or quantities.

Monique Age-Romero, CNP Director
St. Charles Parish School Board
13855 River Road
Luling, Louisiana 70070
Telephone: (985) 785-3179
Fax: (985) 785-3182

Non-Discrimination Statement:

In accordance with Federal Law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local agency that administers the program of USDA's TARGET center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:
(833) 256-1665 or (202) 690-7442;

email:
program.intake@usda.gov

This institution is an equal opportunity provider.

Public Notice

ADVERTISEMENT FOR BIDS

Sealed bids are requested by St. Charles Council On Aging, Inc. from qualified contractors for the construction of:

New Sarpy Center Renovations
St. Charles Council On Aging
150 Trosclair Street, New Sarpy, LA
Campo Designs Project No. CD 2808

Bids will be received at the St. Charles Council On Aging, Inc., 626 Pine Street, Hahnville, LA 70057 either by registered or certified mail with return receipt requested or hand delivered or electronically at www.centralbidding.com no later than 9:30 a.m., Local Time Tuesday, July 30, 2020 at which time bids will be publicly opened and read aloud in the main conference room, St. Charles Council On Aging, 626 Pine Street, Hahnville, Louisiana.

Complete Bidding Documents which include the Contract Documents may be obtained from the Architect, Campo Designs – Architects, 105 Ducayet Drive, Destrehan, LA 70047, (985) 764-8959 upon payment of a deposit of \$50.00 per set of documents. The deposit will be returned as provided in the Instruction to Bidders.

Bids must be accompanied by a bid security at least equal to five percent (5%) of the base bid in the form of a certified check, cashier's check or bid bond.

A Pre-bid Conference will be held on Tuesday, July 21, 2020 at 10:00am at the site at 150 Trosclair Street, New Sarpy, LA 70070. Attendance at the Pre-bid Conference is mandatory and required to submit a bid.

Contract, if awarded, will be on the basis of the lowest responsive and responsible bidder, if within budget. No bid may be withdrawn for a period of 45 days after bid opening except as provided by law. The successful bidder will be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in the amount equal to one hundred percent (100%) of the contract price. Certificates of Insurance will also be required as specified.

Bidders must meet the requirements of the State of Louisiana Contractor's Licensing Law, R. S. 37:2151 et seq.

St. Charles Council On Aging, Inc. reserves the right to award the project on whatever basis is in the best interest of the Owner and to accept or reject any or all bids and to waive technicalities and informalities as allowed by law.

DATED at Hahnville, Louisiana, this 2nd day of July, 2020

St. Charles Council On Aging, Inc.
April Keller, Executive Director

Advertisement Source and Dates:
St. Charles Herald Guide
Central Auction House
St. Charles Parish Web Site
Legal Add to Run: Thursday, July 9, 2020
Thursday, July 16, 2020
Thursday, July 23, 2020

Public Notice

ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, JULY 27, 2020, 6:00 P.M.,
COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:

2020-0187 (7/6/20, Clulee)

An ordinance to rename Amelia Avenue, Destrehan to Amelia Street.

2020-0191 (7/6/20, Jewell, M. Albert)

An ordinance to levy an assessment on the 2020 ad valorem tax bills of property owners that are delinquent in paying outstanding invoices for removal of weeds, grass, etc. in accordance with the St. Charles Parish Code, Chapter 16, Article III, Weeds, Grass, etc. and to levy an assessment on the ad valorem tax bills of property owners that are delinquent in paying outstanding charges incurred for the removal of unsafe structures, trash and debris in accordance with Chapter 16, Article IV, Sec. 16-48(b).

2020-0200 (7/6/20, Jewell, M. Bingham)

An ordinance to approve and authorize the execution of Amendment No. 1 to the professional services agreement with Picciola & Associates, Inc., for providing necessary professional engineering services for a project that improves the hydraulic capacity into Destrehan Pump Station (P.S.) No. 2 (Parish Project Number P181101).

2020-0205 (7/6/20, Jewell, B. Messerly)

An ordinance approving and authorizing the execution of Change Order No. 1 (final) for the St. Charles Parish AHU-2 and AHU-4 HVAC System Replacement, Project No. GB-AC-0419 resulting in a decrease in the Contract Price of \$58,160.64.

2020-0206 (7/6/20, Jewell, M. Bingham)

An ordinance to approve and authorize the execution of a professional services agreement with Bryant Hammett & Associates, LLC., for providing professional surveying services for projects that improve the drainage in the Ormond area of the Parish (Parish Project Number P200701).

2020-0207 (7/6/20, Jewell, M. Bingham)

An ordinance to approve and authorize the execution of a professional services agreement with CSRS, Inc., for providing professional surveying services for projects that improve drainage under and near railroad tracks in the Ormond and Montz areas of the Parish (Parish Project Number P200702).

2020-0208 (7/6/20, Jewell, M. Bingham)

An ordinance to approve and authorize the execution of a contract with Volute, Inc. for Parish Project No. S190901 Destrehan Wastewater Treatment Plant (UV Replacement), with a Bid in the amount of \$342,887.00.

PUBLISH: July 9, 16, 23, 2020

Public Notice

PUBLIC NOTICE
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ)
EQUILON ENTERPRISES LLC DBA SHELL OIL PRODUCTS US/NORCO REFINERY
DRAFT WATER DISCHARGE PERMIT

The LDEQ, Office of Environmental Services, is accepting written comments on a draft Louisiana Pollutant Discharge Elimination System (LPDES) permit prepared for Equilon Enterprises LLC dba Shell Oil Products US, Norco Refinery, Post Office Box 10, Norco, Louisiana 70079. The facility is located at 15536 River Road, Norco, St. Charles Parish. Upon the effective date of the final permit, the LPDES permit shall replace the previously issued LPDES permit.

The principal discharge from this existing source is made into the Mississippi River, waters of the state classified for primary contact recreation, secondary contact recreation, propagation of fish and wildlife, and drinking water supply. Under the SIC Code 2869, the applicant proposes to discharge treated process wastewater, process area and non-process area stormwater runoff, scrubber wastewater, utility wastewater, miscellaneous wastewaters, treated sanitary wastewater, treated landfill leachate, hydrostatic test wastewaters, and firewater system test waters from an existing petroleum refinery.

During the preparation of this permit, it has been determined that the discharge will have no adverse impact on the existing uses of the receiving waterbody. As with any discharge, however, some change in existing water quality may occur.

Comments and requests for a public hearing or notification of the final decision can be submitted via personal delivery, U.S. mail, email, or fax. Comments and requests for public hearings must be received by 4:30 pm CST, Thursday, August 20, 2020. Delivery may be made to the drop-box at 602 N. 5th St., Baton Rouge, LA 70802. U.S. Mail may be sent to LDEQ, Public Participation Group, P.O. Box 4313, Baton Rouge, LA 70821-4313. Emails may be submitted to DEQ.PUBLICNOTICES@LA.GOV and faxes sent to (225) 219-3309. Persons wishing to receive notice of the final permit action must include a complete mailing address when submitting comments.

Please see additional instructions for comment submission, hand delivery and information regarding electronic submission at <http://www.deq.louisiana.gov/page/the-public-participation-group> or call (225) 219-3276.

If LDEQ finds a significant degree of public interest, a public hearing will be held. LDEQ will send notification of the final permit decision to the applicant and to each person who has submitted written comments or a written request for notification of the final decision.

The application, additional information, draft permit and fact sheet are available for review at the LDEQ, Public Records Center, 602 North 5th Street, Baton Rouge, LA. Viewing hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday (except holidays). The available information can also be accessed electronically on the Electronic Document Management System (EDMS) on the DEQ public website at www.deq.louisiana.gov.

Inquiries or requests for additional information regarding this permit action should be directed to Michelle Bickham, LDEQ, Water Permits Division, P.O. Box 4313, Baton Rouge, LA 70821-4313, phone (225) 219-3193.

Persons wishing to be included on the LDEQ permit public notice mailing list, wishing to receive the permit public notices via email by subscribing to the LDEQ permits public notice List Server, or for other public participation related questions should contact the Public Participation Group in writing at LDEQ, P.O. Box 4313, Baton Rouge, LA 70821-4313, by email at DEQ.PUBLICNOTICES@LA.GOV or contact the LDEQ Customer Service Center at (225) 219-LDEQ (219-5337).

Permit public notices including electronic access to the draft permit and fact sheet can be viewed at the LDEQ permits public notice webpage at <http://www.deq.louisiana.gov/public-notices> and general information related to the public participation in permitting activities can be viewed at <http://www.deq.louisiana.gov/page/the-public-participation-group>.

All correspondence should specify A1 Number 1406, Permit Number LA0003522, and Activity Number PER20190007.

Scheduled Publication Date: Thursday, July 16, 2020 (St. Charles Herald-Guide)

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85724-D

Date: Wednesday, June 17, 2020
21 ST MORTGAGE CORPORATION
VS

MORIA L. THIGPEN A/K/A
MOIRA LYNN THIGPEN
GREG CHAMPAGNE, SHERIFF
P.O. Box 426

HAHNVILLE, LA 70057

Parish of St. Charles

29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, NOVEMBER 6, 2019, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, AUGUST 19, 2020, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: 2008 Oak Creek mobile Home bearing serial number OC050816776 immobilized qnto and including One certain lot or portion of ground, together with all the buildings and improvements thereon and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in or near the TOWN OF PARADIS, PARISH OF ST. CHARLES, STATE OF LOUISIANA, and being a portion of the Southwest Quarter of SECTION 3, TBS, R20E; said lot of ground is a portion of the property purchased by William Gastauer from Louise G. Hopkins on May 7, 1930 as per act passed before Irby T. Baudouin, Notary Public, registered in COB "DD" Folio 588; and according to survey by E. ML Collier, Surveyor, dated January 21, 1968, entitled Subdivision of Portion of Property of Williams Gaustauer", a copy of which is on file in the office of the Clerk of Court of St. Charles Parish for reference, the lot of ground conveyed herein is designated as LOT 14 and is more fully described as follows: Lot 14 has a frontage of -5.002- feet on Church Street same width in the rear, by a depth between equal and parallel lines of 117.6 feet

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: SIXTY-TWO THOUSAND EIGHTY-FOUR AND 17/100 (\$62,084.17) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
PUBLISH ON: July 16, 2020
August 13, 2020
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
KAREN E. TREVATHAN
8235 YMCA PLAZA DRIVE, SUITE 400
BATON ROUGE, LA 70810
225-334-9222
SCSO-CIV-209-0402

Legal notice
deadline is every Friday
at 3pm for the
following week
legals@heraldguide.com

Public Notice

PUBLIC NOTICE

Sealed bids will be received by St. Charles Parish Sheriff’s Office up to 10:00 A.M., Monday, August 3, 2020 at the St. Charles Parish Sheriff’s-Tax Office-1st Floor, 15045 River Road, Parish Courthouse, P.O. Box 426, Hahnville, LA 70057, either by mail, hand delivered or on-line at: <https://www.centralauctionhouse.com> for:

8000 sq. ft. of premium polyaspartic polyurea concrete coating or Equivalent

Detailed specifications may be picked up or mailed by contacting Nicole Henry at the Parish Courthouse (Phone 985-783-6237). Bid related documents may be viewed on-line at <https://www.centralauctionhouse.com> ,

Bids should be plainly marked on the outside of the envelope: “SEALED BID FOR PREMIUM POLYASPARTIC POLYUREA CONCRETE COATING OR EQUIVALENT”.

St Charles Parish Sheriff’s Office reserves the right to reject any and all bids. These bid specifications have been prepared by our office, setting for those items deemed necessary by our personnel. They are not intended to be restrictive or discriminatory in any manner whatsoever. Please notify us in writing prior to opening bids of any deviation from this policy.

St. Charles Parish Sheriff’s Office is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women’s business enterprises to participate in this solicitation.

/s/ Greg Champagne, Sheriff

PUBLISH: July 16 & 23, 2020

Public Notice

ORDINANCES AND RESOLUTION ADOPTED AT THE MEETING OF JUNE 15, 2020, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish

Meeting Minutes

Parish Council

St. Charles Parish
Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-6000
www.stcharlesparish-la.gov

Final

Council Chairman Dick Gibbs
Councilmembers Wendy Benedetto, Holly Fonseca,
La Sandra Darenbourg Gordon, Mary K. Clulee, Nicky Duffrene,
Marilyn B. Bellock, Bob Fisher, Julia Fisher-Perrier

Monday, June 15, 2020 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present 8 - Wendy Benedetto, Holly Fonseca, La Sandra Darenbourg Gordon, Mary K. Clulee,
Dick Gibbs, Nicky Duffrene, Marilyn B. Bellock, and Bob Fisher
Absent 1 - Julia Fisher-Perrier

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Outbre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Billy Raymond, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Emergency Preparedness Director Joe Ganote, Public Works/Wastewater Director Miles Bingham, Planning & Zoning Director Michael Albert, Earl Mathierne, Planning Administrator, Interim R.S.V.P. Director Jeannie Arable, Heather Keller, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Deacon Billy Raymond, Sr.
Mt. Airy Baptist Church, Boutte

Chairman Gibbs read the following instructions: As of June 5, 2020, St. Charles Parish entered phase two of re-opening, for detailed information please visit the St. Charles Parish website.

During the duration of this meeting, we will be opening up public hearing and public comment. If you provided public comment via email or ecomment prior to 4:00 pm today, these comments, along with your name and address will be read aloud during the meeting in the order in which they were received.

APPROVAL OF MINUTES

A motion was made by Councilmember Benedetto, seconded by Councilmember Darenbourg Gordon, to approve the minutes from the regular meeting of June 1, 2020. The motion carried by the following vote:

Yea: 8 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Duffrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Perrier

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2020-0161

In Recognition: Tammy Chiasson, St. Charles Parish Library

Sponsors: Mr. Duffrene

Read

2020-0162

In Recognition: John Dias, River Parishes Transit Authority

Sponsors: Ms. Fisher-Perrier

Read

2020-0163

In Recognition: Alvina Mathierne, South Central Louisiana Human Services Authority

Sponsors: Mr. Duffrene

Read

2020-0164

Proclamation: "Blinded Veterans Day"

Sponsors: Mr. Jewell

Read

2020-0165

Proclamation: "Child Abuse Prevention Month"

Sponsors: Mr. Jewell

Councilwoman Clulee spoke on the matter.

Read

2020-0166

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

Sponsors: Mr. Gibbs

Read

2020-0167

Proclamation: "Parkinson's Disease Awareness Month"

Sponsors: Ms. Benedetto

Read

2020-0168

Proclamation: "National Service Recognition Day"

Sponsors: Mr. Jewell

Read

2020-0169

Proclamation: "National Public Safety Telecommunicators Week"

Sponsors: Mr. Gibbs

Read

2020-0170

Proclamation: "Alzheimer's and Brain Awareness Month"

Sponsors: Mr. Jewell

Read

2020-0171

Proclamation: "World Elder Abuse Awareness Day"

Sponsors: Mr. Jewell

Read

2020-0172

Proclamation: "244th Anniversary of American Independence"

Sponsors: Mr. Jewell

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2020-0169

Department of Emergency Preparedness and Hurricane Preparedness

Emergency Preparedness Director Joe Ganote reported on the Department of Emergency Preparedness.

Councilwoman Clulee spoke on the matter.

Mr. Ganote spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

Reported

Councilwoman Fisher-Perrier arrived in the meeting.

2020-0159

Department of Emergency Preparedness and Hurricane Preparedness

Emergency Preparedness Director Joe Ganote reported on Hurricane Preparedness.

Reported

2020-0175

Department of Planning & Zoning/CZM

Planning & Zoning Director Michael Albert reported on the Planning & Zoning Department. Planning Administrator Earl Mathierne reported on Coastal Zone Management.

Councilwoman Darenbourg Gordon spoke on the matter.

Chairman Gibbs spoke on the matter.

Reported

2020-0160

Parish President Remarks/Report

Sponsors: Mr. Jewell

Councilwoman Fisher-Perrier spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

Councilwoman Fonseca spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN GIBBS AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, JULY 6, 2020, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2020-0158

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-3 to R-1A on a 608,850 square foot area consisting of Parcels F, I and portions of Parcels G and J, Fashion Plantation Subdivision, as requested by Fashion Plantation Estates, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on July 6, 2020

2020-0174

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 5. Boats, Docks and Waterways, Article I. In General, Section 5-3. No-wake/idle speed only zones. (a) (3) by extending the zone to the Randolph Pump Station.

Sponsors: Mr. Duffrene

Publish/Scheduled for Public Hearing to the Parish Council on July 6, 2020

2020-0176

An ordinance to amend the 2020 Consolidated Operating and Capital Budget, Amendment No. 1, to add revenues including transfers totaling \$29,350,819 and accumulated fund balance of \$60,596,085 and expenditures, including transfers, totaling \$60,929,422 for the Roads and Drainage Fund - Fund 112, Parish Transportation Fund 102, Flood Protection Fund 123, and Capital Projects Fund 310 (West Bank Hurricane Protection Levee) for construction, architectural/engineering, and other fees unexpended in 2019 for various parish projects that were not completed during 2019.

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on July 6, 2020

2020-0177

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P080502-22A, Engineer's Canal Pump Station Improvements, to balance the contract quantities with actual quantities resulting in a decrease of \$77,010.00 in Contract Price and an increase in the Contract Time by 90 days.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 6, 2020

2020-0178

An ordinance to enact a MORATORIUM on the approval of major subdivisions (more than five lots) until lifted for any community, as defined by Ordinance No. 00-9-11, upon completion of parish drainage and sewage master plans for that community where the results have been accepted by resolution of the parish council or eighteen (18) months, whichever occurs first.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 6, 2020

2020-0182

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 6 Buildings and Building Regulations, Article II, Section 6-14 Permit Application to establish a process for analyzing the impact of traffic generated by new development by adding part (n) Traffic Impact Analysis.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on July 6, 2020

2020-0183

An ordinance to amend the St. Charles Parish Subdivision Regulations of 1981, Section II. Subdivision procedure, C. Minor Resubdivisions, 2. Reserved and Section II. Subdivision procedure to establish a process for

	analyzing the impact of traffic generated by new development at paragraph E, Preliminary Plat 3, Preliminary Plat/Additional Submission Requirements.
Sponsors:	Mr. Jewell and Department of Planning & Zoning
	Publish/Scheduled for Public Hearing to the Parish Council on July 6, 2020
2020-0179	
	An ordinance to approve and authorize the Parish President to execute a perpetual Right-of-Way Contract on behalf of St. Charles Parish as Grantor, in favor of Phillips 66 Alliance H2PL LLC as Grantee, across one tract of land located in Section 84, Township 13 South, Range 21 East, and one tract of land located in Section 25, Township 13 South, Range 21 East.
Sponsors:	Mr. Jewell
	Publish/Scheduled for Public Hearing to the Parish Council on July 6, 2020
2020-0180	
	An ordinance to approve and authorize the execution of an engineering services agreement with T. Baker Smith LLC for providing all necessary services for the 2020 West Bank Master Drainage Plan (MDP), Project No. P200602.
Sponsors:	Mr. Jewell and Department of Public Works
	Publish/Scheduled for Public Hearing to the Parish Council on July 6, 2020
2020-0181	
	An ordinance to approve and authorize the execution of an engineering services agreement with Principal Engineering, Inc. for providing all necessary services for the 2020 East Bank Master Drainage Plan (MDP), Project No. P200601.
Sponsors:	Mr. Jewell and Department of Public Works
	Publish/Scheduled for Public Hearing to the Parish Council on July 6, 2020
2020-0184	
	An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Meyer Engineering, Ltd. for providing all necessary professional engineering services for the 2020 West Bank Sewer Master Plan, Project No. S200603.
Sponsors:	Mr. Jewell and Department of Public Works/Wastewater
	Publish/Scheduled for Public Hearing to the Parish Council on July 6, 2020
2020-0185	
	An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Kyle Associates, LLC. for providing all necessary professional engineering services for the 2020 East Bank Sewer Master Plan, Project No. S200601.
Sponsors:	Mr. Jewell and Department of Public Works/Wastewater
	Publish/Scheduled for Public Hearing to the Parish Council on July 6, 2020
2020-0186	
	An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Linfield, Hunter & Junius, Inc., for providing all necessary professional engineering services for the 2020 Luling Oxidation Pond Sewer Master Plan, Project No. S200602.
Sponsors:	Mr. Jewell and Department of Public Works/Wastewater
	Publish/Scheduled for Public Hearing to the Parish Council on July 6, 2020

ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)

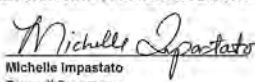
2020-0151	
	An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of three "NO PARKING" signs along the turn-around at the end of Magnolia Manor Boulevard in Boutte.
Sponsors:	Mr. Dufrene
	Reported: Councilman Dufrene Recommended: Approval
	Public Hearing Requirements Satisfied
	VOTE ON THE PROPOSED ORDINANCE
Yes:	8 - Benedetto, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay:	0
	Enactment No: 20-6-12
2020-0157	
	An ordinance approving and authorizing the execution of an Act of Dedication for Plantation Business Campus Section 1 & Section 2, Destrehan.
Sponsors:	Mr. Jewell and Department of Planning & Zoning
	Reported: P & Z Department Recommended: Approval
	Speakers: Mr. Joel Chaisson, Destrehan
	Public Hearing Requirements Satisfied
	Council Discussion
	VOTE ON THE PROPOSED ORDINANCE
Yes:	9 - Benedetto, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay:	0
	Enactment No: 20-6-13

RESOLUTIONS

2020-0173	
	A resolution requesting the Louisiana Department of Transportation & Development perform a study to determine the feasibility of the installation of a right turn lane on Lakewood Drive, Luling, in conjunction with protected left turn signal phases, pavement markings, and directional signage at its intersection with U.S. Highway 90 and Barton Avenue (LA 3060), to reflect and further enhance the traffic management improvements recently installed at U.S. Highway 90 and Barton Avenue (LA 3060), and further request installation of traffic revisions if said study determines revisions are warranted.
Sponsors:	Ms. Fonseca, Ms. Clulee and Mr. Jewell
	Reported: Councilwoman Fonseca Recommended: Approval Councilwoman Clulee Recommended: Approval Parish President Recommended: Approval Councilwoman Fonseca spoke on the matter.
	Public comment opened; no public comment
	Council Discussion
	VOTE ON THE PROPOSED RESOLUTION
Yes:	8 - Benedetto, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher
Nay:	0
Absent:	1 - Fisher-Perrier
	Enactment No: 8504

APPOINTMENTS

2020-0136	
	A resolution to appoint an Ad-Hoc member, with a health professional background, to the Board of Directors for the Arc of St. Charles.
Nominee:	Chairman Gibbs nominated Dr. Jeffrey S. Kuo, M.D.
Nomination(s) Accepted	
	A motion was made by Councilmember Benedetto, seconded by Councilmember Darenzboung Gordon, to Close Nomination(s) for File No. 2020-0136. The motion carried by the following vote:

Yes:	8 - Benedetto, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher
Nay:	0
Absent:	1 - Fisher-Perrier
	Nomination(s) Closed
ADJOURNMENT	
	A motion was made by Councilmember Bellock, seconded by Councilmember Dufrene, to adjourn the meeting at approximately 7:33 pm. The motion carried by the following vote:
Yes:	8 - Benedetto, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher
Nay:	0
Absent:	1 - Fisher-Perrier
	I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.
	 Michelle Impastato Council Secretary

PUBLISH: July 16, 2020

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTION ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, JULY 6, 2020, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW AT THE PARISH COUNCIL OFFICE, COURTHOUSE, HAHNVILLE.

2020-0158
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 20-7-1

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-3 to R-1A on a 609,850 square foot area consisting of Parcels F, I and portions of Parcels G and J, Fashion Plantation Subdivision, as requested by Fashion Plantation Estates, LLC.

WHEREAS, the property owner requests rezoning from R-3 to R-1A on a 609,850 square foot area consisting of Parcels F, I and portions of Parcels G and J, Fashion Plantation Subdivision; and,

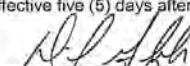
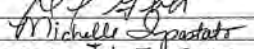
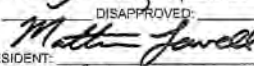
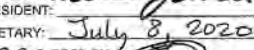
WHEREAS, the Planning and Zoning Department recommended approval of the request; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of June 4, 2020.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-3 to R-1A on a 609,850 square foot area consisting of Parcels F, I and portions of Parcels G and J, Fashion Plantation Subdivision, as requested by Fashion Plantation Estates, LLC.
SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-3 to R-1A on a 609,850 square foot area consisting of Parcels F, I and portions of Parcels G and J, Fashion Plantation Subdivision, as requested by Fashion Plantation Estates, LLC.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 6th day of July, 2020 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
DLVD/PARISH PRESIDENT: July 7, 2020
APPROVED: 
PARISH PRESIDENT: 
RETD/SECRETARY: July 8, 2020
AT: 12:47 pm **RECD BY:** 

2020-0174
INTRODUCED BY: NICKY DUFRENE, COUNCILMAN, DISTRICT IV
ORDINANCE NO. 20-7-2

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 5, Boats, Docks and Waterways, Article I. In General, Section 5-3. No-wake/idle speed only zones, (a) (3) by extending the zone to the Randolph Pump Station.

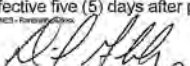
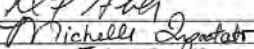
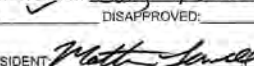
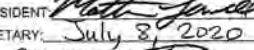
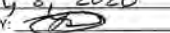
WHEREAS, the Parish of St. Charles has determined a public need to protect property owners and docked water vessels from being damaged, and to protect the existing land from eroding further by extending the current No-wake/idle speed zone to the Randolph Pump Station in Des Allemands.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the St. Charles Parish Code of Ordinances, Chapter 5, Boats, Docks and Waterways, Article I. In General, Section 5-3. No-wake/idle speed only zones., (a) (3) be hereby amended to add as follows, with new text underlined and deleted text in ~~strikethrough~~:

Sec. 5-3. - No-wake/idle speed only zones.
(a) *Designated:*
(3) The portion of Bayou Des Allemands north and south of Des Allemands overpass (Highway 90) bounded between the two lines defined as follows: North line being the line existing between N 29° 49' 30.66" W 90° 28' 41.63" and N 29° 49' 40.34" N 29° 50' 5.23" W 90° 28' 31.73" W 90° 28' 33.00" and the south line being the line existing between N 29° 49' 01.63" W 90° 28' 40.79" and N 29° 49' 03.64" W 90° 28' 29.84".

The foregoing ordinance having been submitted to a vote, thereon was as follows:
YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 6th day of July, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
DLVD/PARISH PRESIDENT: July 7, 2020
APPROVED: 
PARISH PRESIDENT: 
RETD/SECRETARY: July 8, 2020
AT: 12:47 pm **RECD BY:** 

2020-0176
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)
ORDINANCE NO. 20-7-3

An ordinance to amend the 2020 Consolidated Operating and Capital Budget, Amendment No. 1, to add revenues including transfers totaling \$29,350,819 and accumulated fund balance of \$50,595,085 and expenditures, including transfers, totaling \$80,929,422 for the Roads and Drainage Fund – Fund 112, Parish Transportation Fund 102, Flood Protection Fund 123, and Capital Projects Fund 310 (West Bank Hurricane Protection Levee) for construction, architectural/engineering, and other fees unexpended in 2019 for various parish projects that were not completed during 2019.

WHEREAS, the 2020 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 4, 2019 by Ordinance No.19-11-3; and amended January 15, 2020 by Executive Order No. 2020-01; February 6, 2020 by Executive Order No. 2020-02; March 5, 2020 by Executive Order 2020-03;

May 15, 2020 by Executive Order 2020-04; May 19, 2020 by Executive Order No. 2020-05; May 29, 2020 by Executive Order No. 2020-06; and, the Parish Council has taken under consideration the study of Amendment No. 1 to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2020 to add from the 2019 Unexpended Fund Balance, including grant revenues totaling \$28,906,875, for construction, architectural/engineering and other fees for: Fund 112 – Roads and Drainage – Drainage, Account No. 112-420260, in the amount of \$19,326,850; Fund 112 – Roads and Drainage – Paved Streets, Account No.112-420210 in the amount of \$4,459,515; Fund 112 – Roads and Drainage – Sidewalks, Account No. 112-420230 in the amount of \$4,918,863; Fund 102 Parish Transportation in the amount of \$140,000; Fund 123 – Flood Protection Fund – grant revenues totaling \$9,865,783; General Fund transfers totaling \$15,546,329, and capital expenditures of \$23,370,634, including \$1,185,000 for architectural and engineering fees; and Fund 310 – West Bank Hurricane Protection Levee for capital expenditures totaling \$13,167,268, all of which are for the projects as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2020 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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

YEAS: **BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER**
NAYS: **NONE**
ABSENT: **NONE**

And the ordinance was declared adopted this 6th day of July, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: July 7, 2020
APPROVED: _____
DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: July 8, 2020
AT: 12:47pm RECD BY: [Signature]

ST. CHARLES PARISH GOVERNMENTAL FUNDS CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2019									
2019		2018		2017		2016		2015	
Revenues	Expenditures	Revenues	Expenditures	Revenues	Expenditures	Revenues	Expenditures	Revenues	Expenditures
Ad Valorem Taxes	35,827,682	35,827,682	35,827,682	35,827,682	35,827,682	35,827,682	35,827,682	35,827,682	35,827,682
Other Taxes	1,464,941	1,464,941	1,464,941	1,464,941	1,464,941	1,464,941	1,464,941	1,464,941	1,464,941
Grants	1,429,174	1,429,174	1,429,174	1,429,174	1,429,174	1,429,174	1,429,174	1,429,174	1,429,174
Interest	1,193,975	1,193,975	1,193,975	1,193,975	1,193,975	1,193,975	1,193,975	1,193,975	1,193,975
Other Revenues	1,069,201	1,069,201	1,069,201	1,069,201	1,069,201	1,069,201	1,069,201	1,069,201	1,069,201
Total Revenues	39,914,973	39,914,973	39,914,973	39,914,973	39,914,973	39,914,973	39,914,973	39,914,973	39,914,973
Salaries	13,118,270	13,118,270	13,118,270	13,118,270	13,118,270	13,118,270	13,118,270	13,118,270	13,118,270
Benefits	4,533,725	4,533,725	4,533,725	4,533,725	4,533,725	4,533,725	4,533,725	4,533,725	4,533,725
Materials	5,488,560	5,488,560	5,488,560	5,488,560	5,488,560	5,488,560	5,488,560	5,488,560	5,488,560
Supplies	2,376,889	2,376,889	2,376,889	2,376,889	2,376,889	2,376,889	2,376,889	2,376,889	2,376,889
Travel	2,673,089	2,673,089	2,673,089	2,673,089	2,673,089	2,673,089	2,673,089	2,673,089	2,673,089
Capital Outlay	20,402,391	20,402,391	20,402,391	20,402,391	20,402,391	20,402,391	20,402,391	20,402,391	20,402,391
Intergovernmental	3,866,972	3,866,972	3,866,972	3,866,972	3,866,972	3,866,972	3,866,972	3,866,972	3,866,972
Total Expenditures	50,488,466	50,488,466	50,488,466	50,488,466	50,488,466	50,488,466	50,488,466	50,488,466	50,488,466
Excess (Deficiency) of Revenues over Expenditures	(10,573,493)	(10,573,493)	(10,573,493)	(10,573,493)	(10,573,493)	(10,573,493)	(10,573,493)	(10,573,493)	(10,573,493)
Other Financing Sources (Uses)	2,240,790	2,240,790	2,240,790	2,240,790	2,240,790	2,240,790	2,240,790	2,240,790	2,240,790
Transfers in	13,424,191	13,424,191	13,424,191	13,424,191	13,424,191	13,424,191	13,424,191	13,424,191	13,424,191
Transfers out	13,364	13,364	13,364	13,364	13,364	13,364	13,364	13,364	13,364
Proceeds from the sale of assets	861	861	861	861	861	861	861	861	861
Capital Proceeds	1,107,360	1,107,360	1,107,360	1,107,360	1,107,360	1,107,360	1,107,360	1,107,360	1,107,360
Other Financing Sources	8,964,994	8,964,994	8,964,994	8,964,994	8,964,994	8,964,994	8,964,994	8,964,994	8,964,994
Total Financing Sources	26,579,000	26,579,000	26,579,000	26,579,000	26,579,000	26,579,000	26,579,000	26,579,000	26,579,000
Net Change in Fund Balance	(10,573,493)	(10,573,493)	(10,573,493)	(10,573,493)	(10,573,493)	(10,573,493)	(10,573,493)	(10,573,493)	(10,573,493)
Fund Balance - Beginning	102,701,608	102,701,608	102,701,608	102,701,608	102,701,608	102,701,608	102,701,608	102,701,608	102,701,608
Fund Balance - Ending	111,247,262	111,247,262	111,247,262	111,247,262	111,247,262	111,247,262	111,247,262	111,247,262	111,247,262

2020-0177
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 20-7-4

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P080502-22A, Engineer's Canal Pump Station Improvements, to balance the contract quantities with actual quantities resulting in a decrease of \$77,010.00 in Contract Price and an increase in the Contract Time by 90 days.

WHEREAS, St. Charles Parish awarded a Contract to Sealevel Construction, Inc. with a Contract Price of \$1,014,305.00 and a Contract Time of 240 days; and,
WHEREAS, the Contract is substantially complete; and,
WHEREAS, it is necessary to amend the Contract resulting in a decrease in the Contract Price by \$77,010.00 and an increase in the Contract Time by 90 days as shown on the attached Change Order form.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That Change Order No. 1 for Parish Project No. P080502-22A, Engineer's Canal Pump Station Improvements, to decrease the Contract Price by \$77,010.00 and increase the Contract Time by 90 days is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said change order on behalf of the Parish of St. Charles.

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

YEAS: **BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER**
NAYS: **NONE**
ABSENT: **NONE**

And the ordinance was declared adopted this 6th day of July, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: July 7, 2020
APPROVED: _____
DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: July 8, 2020
AT: 12:47pm RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. One (1) - FINAL

DATE OF ISSUANCE May 6, 2020 EFFECTIVE DATE May 6, 2020

OWNER St. Charles Parish Government
CONTRACTOR Sealevel Construction, Inc.
Contract P080502-22A
Project Engineers Canal Pump Station Improvements
OWNER's Contract No. P080502-22A ENGINEER's Contract No. 2008-810
ENGINEER Evans-Graves Engineers, Inc.

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

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

- Delete the Following Work Items:
 - (none)Total of Deleted Items = (0.00)
- Add the Following Work Items:
 - (none)Total of Added Items = (0.00)
- Revise the Following Work Item Quantities:
 - Contract Item #5: Sod
The quantity is to be changed to 0 Square Yards (-\$13,650.00)
 - Contract Item #7: Required 4" Concrete Slab with Welded Wire Fabric
The quantity is to be changed to 8 Square Yards (-\$3,360.00)
 - Contract Item #12: Relocation of Infrastructure
The quantity is to be changed to 0 (-\$60,000.00)Total of Change in Work Items Quantity = (-\$77,010.00)

Reason for Change Order: Final quantity balances.

- Deleted Work Items
 - N/A.
- Add Work Items
 - N/A.
- Revise Work Item Quantities
 - The Contractor was able to install the discharge piping without disturbing the existing grass, and so the Bid Item for Sod was not needed.
 - There was fewer square yardage of slab to be installed during the contract work than estimated in the bid documents.
 - No infrastructure items to be relocated were encountered during the contract work.

Attachments: (1) Tabulation of Project Quantities, dated April 9, 2020

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 1,014,305.00	Original Contract Times: 240 calendar days Substantial Completion: December 11, 2019 Ready for final payment: January 25, 2020 (days or dates)
Net Increase (Decrease) from previous Change Orders No. 1 to 1 \$ 0.00	Net change from previous Change Orders No. 1 to 1 No. 1 to 1 Substantial Completion: N/A Ready for final payment: N/A (days)
Contract Price prior to this Change Order: \$ 1,014,305.00	Contract Times prior to this Change Order: 240 calendar days Substantial Completion: December 11, 2019 Ready for final payment: January 25, 2020 (days or dates)
Net Increase (decrease) of this Change Order: \$ (-77,010.00)	Net increase (decrease) this Change Order: Substantial Completion: add 90 calendar days Ready for final payment: add 90 calendar days (days)
Contract Price with all approved Change Orders: \$ 937,295.00	Contract Times with all approved Change Orders: 330 cal days Substantial Completion: March 10, 2020 Ready for final payment: April 24, 2020 (days or dates)

RECOMMENDED: [Signature] APPROVED: Matthew Jewell ACCEPTED: [Signature]
By: ENGINEER (Authorized Signature) By: OWNER (Authorized Signature) By: CONTRACTOR (Authorized Signature)
Date: 5/6/2020 Date: 7/7/2020 Date: 5/6/2020

2020-0179
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ORDINANCE NO. 20-7-5

An ordinance to approve and authorize the Parish President to execute a perpetual Right-of-Way Contract on behalf of St. Charles Parish as Grantor, in favor of Phillips 66 Alliance H2PL LLC as Grantee, across one tract of land located in Section 64, Township 13 South, Range 21 East, and one tract of land located in Section 25, Township 13 South, Range 21 East.

WHEREAS, permanent servitude over property owned by St. Charles Parish is needed for the construction and maintenance of one certain pipeline and appurtenances thereto; and,
WHEREAS, said properties over which said servitude is needed are more particularly described on Exhibits A and B and Exhibits C and D in the Right of Way Contract attached hereto and made a part hereof; and,
WHEREAS, Phillips 66 Alliance H2PL LLC, as Grantee, will undertake construction of the pipeline referenced above and will install and maintain said pipeline under the terms and conditions of the Right-of-Way Contract attached to and made a part hereof.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Parish President is hereby authorized to execute the Right-of-Way Contract attached hereto and made a part hereof, from St. Charles Parish, Grantor, to Phillips 66 Alliance H2PL LLC, Grantee, for the purposes stated above.

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

YEAS: **BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER**
NAYS: **NONE**
ABSENT: **NONE**

And the ordinance was declared adopted this 6th day of July, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: July 7, 2020
APPROVED: _____
DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: July 8, 2020
AT: 12:47pm RECD BY: [Signature]

RIGHT-OF-WAY CONTRACT

STATE OF LOUISIANA KNOW ALL MEN BY THESE PRESENTS:
PARISH OF ST. CHARLES

FOR AND IN CONSIDERATION of the sum of One Thousand and No/100ths (\$1,000.00) Dollars (\$1,000.00) per rod and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, St. Charles Parish, herein referred to as "Grantor" whether one or more, does hereby GRANT, BARGAIN, SELL and CONVEY unto Phillips 66 Alliance H2PL LLC, whose address is 2331 CityWest Blvd., Houston, TX 77042, and its successors and assigns, herein referred to as "Grantee", a thirty-foot (30') wide right-of-way on, over, through, upon, under and across the lands, as more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein, for the right from time to time to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place one (1) pipeline (the "Pipeline"); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity; generators; ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and extra/additional temporary workspace, if any) (collectively, the "temporary workspace"), as more particularly described in Exhibits "A" and "B" attached hereto, as needed for exercise of any of the rights granted to Grantee. Grantee shall have the right to use the temporary workspace for a period to extend twenty-four (24) months from the date of construction commencement on Grantor's property. However, if Grantee has completed its use of the temporary workspace prior to said period, then the temporary workspace shall immediately terminate.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the above described lands and right of way including the right to use existing roads on the above described lands, for all purposes necessary or incidental to the exercise of the rights herein granted.

Grantee shall have the right to clear all trees, undergrowth, brush, structures and other obstructions from the herein granted right-of-way. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted right-of-way, and Grantor will not change the grade of the right-of-way without the express written consent of Grantee.

Grantor reserves the right to use the subject property as it deems necessary and appropriate. Grantor shall provide Grantee with reasonable notice of its intent to cross the property with heavy-wheeled equipment over 10,000 pounds or tracked equipment over 60,000 pounds working on or near pipeline (e.g. dump trucks, backhoe, trackhoe, crane, bulldozer, logging truck, etc.); provided,

however, it does not materially impair Grantee's rights to use said right-of-way or impact the safety of the Facilities, such determination to be made at the sole discretion of Grantee. Any precautionary measures required by Grantee to protect its Facilities shall be furnished at the expense of Grantee at Grantor's request, and should Grantor incur any of these costs, it may invoice Grantee for said actual costs and Grantee shall pay such invoice in full within sixty (60) days of Grantee's receipt of said billing.

Grantee shall bury the Pipeline to a minimum depth of thirty-six inches (36") below the surface of the ground and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipeline may be buried at a lesser depth.

Grantee shall have the right to remove any fence that now crosses or may cross the right-of-way. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and at Grantee's sole option replaced with (i) fencing of the same or better grade and condition as existed before Grantee cut and gapped same, or (ii) a permanent gate, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. Each entry and exit gate shall be securely closed and locked, except when Grantee or Grantor or their authorized personnel are actually passing through same.

Grantor shall retain all the oil, gas, and other minerals in, on and under the right-of-way; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the right-of-way, but it will be permitted to extract the oil and other minerals from and under the right-of-way by directional drilling and other means so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the right-of-way.

Grantee agrees to comply in all respects, at its sole cost, with all federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline, associated equipment and appurtenances thereto.

Grantee shall use the right-of-way solely for the purposes specified in this Right-of-Way Contract. There shall be no hunting or fishing on the right-of-way on any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the right-of-way by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

Grantor agrees that any payment made hereunder by Grantee for the right-of-way includes full payment for all reasonably anticipated damages to be caused to the surface of Grantor's lands during the initial construction of the Facilities. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the right-of-way, and to fences of Grantor caused by Grantee's maintenance operations; provided, however, that Grantee shall not be liable to Grantor for any damages caused on the right-of-way by keeping said right-of-way clear of trees, undergrowth, brush or obstructions in the exercise of the rights herein granted. Any payment due under this Right-of-Way Contract may be made directly to any Grantor if there be more than one.

Grantee shall restore the contour of the right-of-way, as near as reasonably practical to do so, upon completion of all construction, maintenance, replacement or removal operations.

Grantor shall have the right to fully use and enjoy said right-of-way except as to the rights herein before granted and subject to the restrictions set forth herein. Grantor shall have the right, after prior written notice to Grantee and review and approval by Grantee thereof, to construct, reconstruct or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, and utilities, at any angle over and across the right-of-way; provided, however, it does not materially impair Grantee's rights to use said right-of-way or impact the safety of the Facilities, such determination to be made at the sole discretion of Grantee.

This Right-of-Way Contract constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Right-of-Way Contract. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Right-of-Way Contract) in executing this Right-of-Way Contract, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Right-of-Way Contract is free and voluntary; this Right-of-Way Contract may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

GRANTOR HAS NOT RELIED UPON AND HEREBY EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTEE OR OTHERWISE MADE AVAILABLE BY GRANTEE IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS RIGHT-OF-WAY CONTRACT).

The provisions of this Right-of-Way Contract are to be considered a covenant that runs with the land herein described, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. The right-of-way and rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Right-of-Way Contract may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the _____ day of _____, 2020 (the "Effective Date").

Witnesses GRANTOR
St. Charles Parish
Printed Name Printed Name
Title

Printed Name

STATE OF _____ §
COUNTY/PARISH OF _____ §

On this _____ day of _____, 2020, _____, the undersigned officer, personally appeared _____, who, being by me duly sworn did say that he/she executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.

NOTARY PUBLIC
Notary Public in and for _____
County/Parish

(Subscribing Witness Acknowledgment – For Use in Louisiana Only)

STATE OF LOUISIANA §
PARISH OF _____ §

On this _____ day of _____, 2020, before me _____, the undersigned officer, personally appeared _____, who, being by me duly sworn did say that he/she was one of the subscribing witnesses to the execution of the foregoing instrument by _____, who signed the same in his presence and that of the other subscribing witness to signatures whose names are affixed as such, and that he now recognizes all said signatures to be true and genuine.

NOTARY PUBLIC
Notary Printed Name: _____
Bar Roll or Notary: _____

STATE OF LOUISIANA §
PARISH OF _____ §

On this _____ day of _____, 2020, before me _____, the undersigned officer, personally appeared _____, who, being by me duly sworn did say that he/she was one of the subscribing witnesses to the execution of the foregoing

instrument by _____, who signed the same in his presence and that of the other subscribing witness to signatures whose names are affixed as such, and that he now recognizes all said signatures to be true and genuine.

NOTARY PUBLIC
Notary Printed Name: _____
Bar Roll or Notary: _____

Witnesses GRANTEE
Phillips 66 Alliance H2PL LLC

Printed Name Printed Name
Title

Printed Name

STATE OF _____ §
COUNTY/PARISH OF _____ §

On this _____ day of _____, 2020, _____, personally appeared, who, being by me duly sworn did say that he/she executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.

NOTARY PUBLIC
Notary Public in and for _____
County/Parish

(Subscribing Witness Acknowledgment – For Use in Louisiana Only)

STATE OF LOUISIANA §
PARISH OF _____ §

On this _____ day of _____, 2020, before me _____, the undersigned officer, personally appeared _____, who, being by me duly sworn did say that he/she was one of the subscribing witnesses to the execution of the foregoing instrument by _____, who signed the same in his presence and that of the other subscribing witness to signatures whose names are affixed as such, and that he now recognizes all said signatures to be true and genuine.

NOTARY PUBLIC
Notary Printed Name: _____
Bar Roll or Notary: _____

STATE OF LOUISIANA §
PARISH OF _____ §

On this _____ day of _____, 2020, before me _____, the undersigned officer, personally appeared _____, who, being by me duly sworn did say that he/she was one of the subscribing witnesses to the execution of the foregoing instrument by _____, who signed the same in his presence and that of the other subscribing witness to signatures whose names are affixed as such, and that he now recognizes all said signatures to be true and genuine.

NOTARY PUBLIC
Notary Printed Name: _____
Bar Roll or Notary: _____

Exhibit "A"
LA-SC-006.000
ST. CHARLES PARISH, LOUISIANA
PHILLIPS 66 ALLIANCE H2PL LLC
Thirty Foot (30') Permanent Servitude
Across a 3.16 Acre Tract
PARISH OF ST. CHARLES
Located in Section 64, T13S-R21E

LEGAL DESCRIPTION:

A survey line of a Thirty Foot (30') wide permanent servitude, temporary servitude and access being situated on a certain tract of land 3.16 acres of land situated in Section 64, T13S--R21E, St. Charles Parish, Louisiana, more specifically described in Donation dated December 4, 1989 from Monsanto Company, a Delaware corporation, to the Parish of St. Charles, Louisiana recorded in Book 419, Page 273, of the conveyance records of the Office of Clerk of Court, St. Charles Parish, Louisiana, less and except any conveyances heretofore made. The sideline boundaries of said Thirty Foot (30') wide permanent servitude are located 15 feet to the right and 15 feet to the left of the below described survey line. Said sideline boundaries are located parallel with and adjacent to said survey line and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said survey line of the herein described Thirty Foot (30') wide permanent servitude being more fully described as follows:

COMMENCING at a found 1 1/4" iron pipe being the "POINT OF COMMENCEMENT" (P.O.C.), having a Louisiana State Plane South Zone Coordinate of N=516,003.97, E=3,592,917.17, thence North 81° 53' 05" East a distance of 988.09 feet (L1) to the "POINT OF BEGINNING" (P.O.B.),

THENCE, North 78° 34' 54" East a distance of 31.25 feet (L2) to the "POINT OF TERMINATION" (P.O.T.) on the easterly property line of subject tract. Said P.O.T. is located North 22° 21' 35" West a distance of 213.87 feet (L3) a found 1/2" iron rod and having a Louisiana State Plane South Zone Coordinate of N=515,951.84, E=3,594,007.35.

The total length of the survey line of said Thirty foot (30') wide permanent servitude is 31.25 feet or 2.85± rods and contains 0.02± acres. The total area of the temporary servitude contains 0.01± acres. The total area of the extra temporary workspace contains 0.003± acres.

The above-described permanent servitude is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. LA-SC-006.000.DWG) dated 12/18/19, revised 03/23/2020 Titled "PERMANENT SERVITUDE ACROSS PARISH OF ST. CHARLES LOCATED IN SECTIONS 64, T13S-R21E ST. CHARLES PARISH, LOUISIANA" and is attached hereto as Exhibit "B".

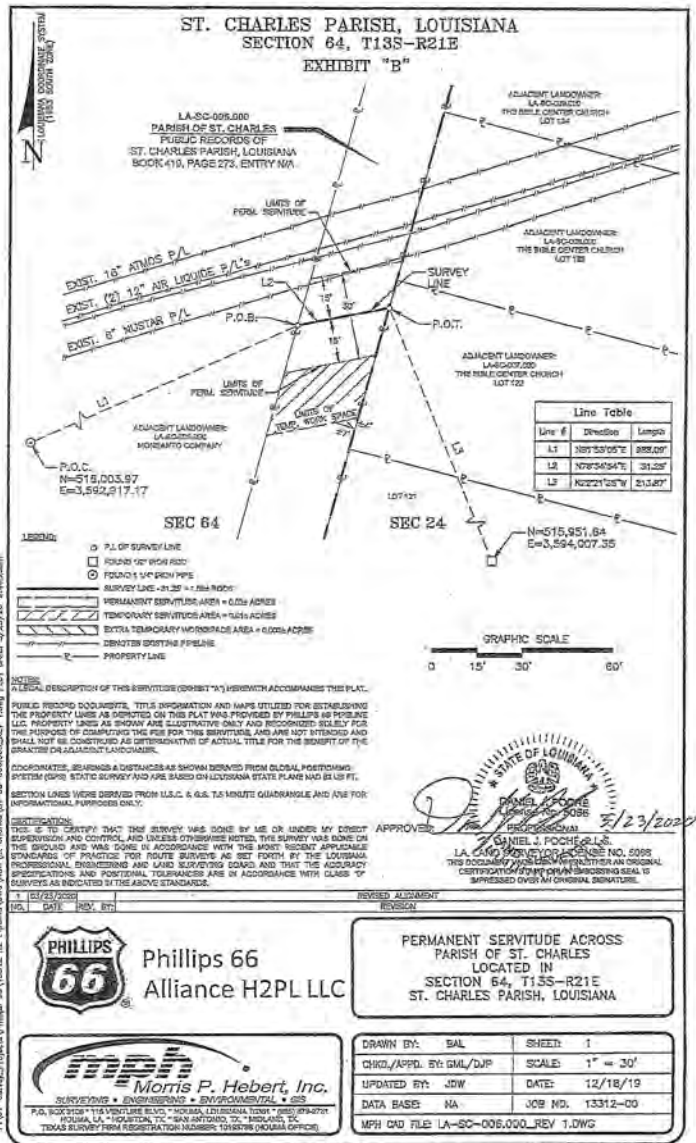
NOTES:

Coordinates, Bearings and distances indicated herein are grid derived and based on an on-the-ground survey, and are referenced to the Louisiana Coordinate System, 1983 South Zone US Survey Feet as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the records of St. Charles Parish, Louisiana and was furnished by Phillips 66 Pipeline LLC.

MORRIS P. HERBERT, INC.
116 VENTURE BLVD.
P.O. BOX 3106
HOUMA, LOUISIANA 70361
(985) 879 - 2731; voice
APPROVED:





2020-0181
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 20-7-6

An ordinance to approve and authorize the execution of an engineering services agreement with Principal Engineering, Inc. for providing all necessary services for the 2020 East Bank Master Drainage Plan (MDP), Project No. P200601.

WHEREAS, the landscape and development of the East Bank has changed considerably, and a current functioning model is critical in managing impacts on Parish infrastructure; and,

WHEREAS, the St. Charles Parish Council desires to perform a MDP for the East Bank that will improve drainage for the entire East Bank of the Parish; and,

WHEREAS, the attached Agreement between St. Charles Parish and Principal Engineering, Inc. describes the details of the proposed services and compensation; and

WHEREAS, because of the complexity of the project, it will be implemented in the following areas and phases so as to control project timing:

- Montiz
- Norco
- New Sarpy
- Ormond
- Destrehan Plantation
- Plantation Business Center
- Destrehan West
- Destrehan East
- St. Rose
- Dianne Place
- Bar None
- Turtle Pond
- Almedia

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Agreement between St. Charles Parish and Principal Engineering, Inc. for services as required by the Department of Public Works is hereby approved and accepted.

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

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

YEAS: BENEDETTO, PONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE,
FISHER, FISHER-PERRIER
NAYS: GIBBS, BELLOCK
ABSENT: NONE

And the ordinance was declared adopted this 6th day of July, 2020,
to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: July 7, 2020
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Mathew Sewell
RETD/SECRETARY: July 8, 2020
AT: 12:47pm RECD BY: [Signature]

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2020 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 Principal Engineering, Inc., a corporation acting herein by and through its Contracting Officer, hereinafter called ENGINEER. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the East Bank Master Drainage Plan project as described in Ordinance No. 20-7-6 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer 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 Engineer by the Owner. The Owner may terminate the Contract by written notification and without cause per Section 10.0 during any phase of the project.

The Engineer shall at all times during this Agreement maintain a valid Louisiana Engineering 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 ENGINEER to perform all necessary professional services in connection with the Project as specified in attached proposal from Principal Engineering, Inc., dated June 11, 2020, and all other requirements in this Agreement.

2.2 In general, the Project consists of major elements including collecting background information, reviewing previous studies, performing hydrologic/hydraulic

	analyses, and preparing reports.
2.3	The Engineer agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.
3.0	SERVICES OF ENGINEER
3.1	Engineer shall provide Owner professional engineering 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 Engineer. These services may include but may not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.
3.2	Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
3.3	Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.
3.4	Engineer shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
3.5	Engineer shall provide basic services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Engineer at project conferences and public hearings.
3.6	Planning Phase
3.6.1	Conducting a Planning Meeting Workshop with the Owner.
3.6.2	Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
3.6.3	Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
3.6.4	Preparing a comprehensive Planning Report presenting multiple solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum: a. Discussion of project background and need. b. Schematic layouts, sketches, or photographs. c. Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved. d. Any special material specifications including major equipment specifications. e. A preliminary cost estimate for each alternative. f. Engineer's conceptual opinion of probable costs for the selected alternative. g. Discussion as to what permits are needed, time to acquire approvals, and potential adjacent landowner authorizations/servitudes that need addressing. h. Discussion of the type of additional services that will be needed.
3.6.5	Meeting with the Owner and presenting findings of the Planning Report.
3.6.6	The Planning Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner <u>within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Planning Services.</u> a. Two (2) copies of the report for review. b. Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.
4.0	OWNERSHIP OF DOCUMENTS
4.1	Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
4.2	Engineer 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 Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer'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 Engineer 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 Engineer shall provide, when requested in writing by the Owner, supplementary services not included in the basic services.
	The compensation to the Engineer for the supplemental services, when performed by the Engineer, 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 Engineer 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 Engineer 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 Engineering 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 Engineer 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, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer 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 Engineer in writing to undertake the services stated in this Agreement, and the Engineer shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Engineer, following the notice to proceed.
	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 Engineer shall mutually agree upon the period of time within which services for each part of the Project shall be performed.
	The Engineer 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	For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates in the Proposal and actual time worked and charges incurred. For the various phases the Engineer shall be paid as follows:

	Montz	\$32,360
	Norco	\$171,640
	New Sarpy	\$163,500
	Ormond	\$340,010
	Destrehan Plantation	TBD*
	Plantation Business Center	TBD
	Destrehan West	TBD
	Destrehan East	TBD
	St. Rose	TBD
	Dianne Place	TBD
	Bar None	TBD
	Turtle Pond	TBD
	Almedia	TBD
	* Scope and cost to be negotiated between parties and authorized by mutual written amendment to the contract.	
8.2	Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer'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 basic engineering services shall be negotiated between Owner and Engineer.	
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 Basic Engineering, the Owner shall pay Engineer based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.	
8.5	For Additional Authorized Services provided by the Engineer 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 Engineer based on an agreed upon hourly rate(s) between the Owner and Engineer. 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 Engineer 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 Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, 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 Engineer 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 Engineer'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 <u>Additional Engineering</u> described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.	
9.0	FUNDS	
	No work shall be authorized until funds are established for each individual task.	
10.0	TERMINATION OR SUSPENSION	
10.1	This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.	
10.2	The Engineer, 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.	
10.3	The Engineer 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.	
10.4	The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.	
10.5	Engineer 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.	
10.6	Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Engineer.	
11.0	INSURANCE	
11.1	The Engineer 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 <u>unencumbered</u> amount of <u>\$1,000,000.00</u> for one person and not less than <u>\$1,000,000.00</u> for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the <u>unencumbered</u> amount of <u>\$1,000,000.00</u> for each accident and not less than <u>\$1,000,000.00</u> aggregate.	
11.2	The Engineer shall also secure and maintain at his expense professional liability insurance in the <u>unencumbered</u> sum of <u>\$1,000,000.00</u> .	
11.3	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.	
11.4	Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.	
11.5	St Charles Parish shall be named as an additional insured on general liability insurance policies.	
11.6	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.	
12.0	INDEMNIFICATION	
	Engineer shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Engineer, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.	
13.0	WARRANTY	
13.1	<u>Engineer</u> warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.	
13.2	If <u>Engineering Services for project</u> designed by <u>Engineer</u> does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of <u>Engineer's</u> failure to meet the standard of care in its design services, <u>Engineer</u> will indemnify the Parish for <u>Engineer's</u> share of the costs incurred to bring <u>Engineering Services for project</u> to the limitations mandated.	
13.3	The obligations expressed in Section 13 above in no way limit the Engineer's obligations expressed elsewhere in this Contract.	
14.0	EXCLUSIVE JURISDICTION AND VENUE	
	For all claims arising out of or related to this agreement, ENGINEER 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 Engineer's residence and (b) right of removal to Federal Court based upon diversity of citizenship.	
15.0	OTHER	
	This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing 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:

Reynold C. Champagne

Billy Raymond

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell

Parish President

7/7/2020

Date:

WITNESSES:

ENGINEER

By:

Date:

PRINCIPAL

Engineering, Inc.

1011 N Causeway Blvd, Suite 19 • Mandeville, Louisiana 70471 • P800: 985.624.5001 • Fax: 985.624.5303

June 11th, 2020

Attn: Mr. Miles Bingham, Director
St. Charles Parish Government
Department of Public Works
100 River Oaks Drive
Destrehan, Louisiana 70047

RE: Proposal for Engineering Services
East Bank Master Drainage Plan

Dear Mr. Bingham,

Principal Engineering, Inc. (Principal) is pleased to submit a fee proposal to perform professional engineering services for the East Bank Master Drainage Plan. For the 13 basins defined on the East Bank, the scope of work generally includes collection of existing drainage information and study, creation and calibration of an existing condition hydrologic and hydraulic (H&H) model in EPA's SWMM for storms of varied rainfall return periods, development of drainage project alternatives to improve drainage, and the preparation of a comprehensive report with probable construction costs, and implementation recommendations. GIS and open source information will be used for model creation. If required, survey will be under separate contract. In the Montz and Ormond basins, existing models will be reviewed and adopted for project alternative modeling.

The following scopes are based on instructions issued in the meeting with St. Charles Parish Dept. of Public Works on May 21st, 2020; and on follow-up correspondence. Unless otherwise noted, the project alternatives will be devised to:

- Avoid structure flooding during the 100-yr rainfall event
- Avoid street flooding during the 25-yr rainfall event

The reduction in 100-yr frequency water stages to avoid structure flooding is primarily accomplished by improvements to major canals, major drainage culverts, detention areas, and/or pumping stations. The reduction in water stages to avoid street flooding is accomplished by lowering stages in the major drainage features to improve outfall conditions for interior drainage features, and if necessary, improvements to roadside ditches, subsurface piping, inlets, and the smaller network of pipes and ditches. Often, major features and small interior features have interdependent effects on each other.

Montz Basin Scope

The 2019 Montz H&H model was provided by the Parish, and will be adopted for this effort. cursory review of 2019 work shows that it hydraulically represents the major drainage canals, approximates the contributing flows from the basin with hydrologic parameters, and does not include interior modeling or overbank topography. The 10-yr event was modeled. Current scope is limited to review of the 2019 model, and update to project alternatives. See also attached task and sub-task exhibit with man-hour estimates.

Deliverables include:

- Memorandum of Evaluation.** Description of the 2019 model framework, capabilities, limitations, and the results of a quality review for obvious errors. Qualitative discussion of the 2019 improvement alternatives.
- Project Alternative Models.** Within the existing 2019 model, alter the 2019 project alternatives or generate new alternatives in consultation with the Parish, as appropriate for the model framework. Two (2) improvement alternative schemes are included.
- Project Alternative Memorandum.** Written narrative describing the project alternatives, costs, and location map identifying alternatives. Complete model outputs will be included as appendices.

Exclusions from scope are:

- Topographic Survey
- Expansion of 2019 model to add overbank topography, open space storage, or interior drainage features.
- Re-calibration of the model hydrology and hydraulics.
- Overland inundation mapping.
- Structure flooding prediction.

Norco and New Sarpy Basins

H&H models of the major drainage features will be developed from the Parish GIS, LiDAR, and other open source data sources. Review of existing information, existing condition modeling, project improvement modeling, and a comprehensive report are included; comprising a complete drainage modeling study effort. See also attached task and sub-task exhibit with man-hour estimates.

Deliverables include:

- Existing Condition Model.** Model the major drainage features in the basin area to include pump stations, canals, ditches, and significant culverts. Model 40-yr, 25-yr, 50-yr, and 100-yr return period rainfall events; and calibrate to available measurements.
- Project Alternative Models.** Generate project alternatives in consultation with the Parish. Two (2) improvement alternative schemes are included.
- Comprehensive Report.** Written narrative describing the technical approach, data incorporated, modeling methodology, project alternatives, costs, inundation maps, and supporting graphics. Complete model outputs will be included as appendices.

Exclusions from scope are:

- Topographic Survey
- Detailed modeling of interior drainage features.

Ormond Basin

The 2019 Ormond H&H model was provided by the Parish, and will be adopted for this effort. cursory review of 2019 work shows that it included only 863 acres of the total 1440 acres in the Ormond basin, and the model hydraulically represents the major drainage canals, approximates the contributing flows from the basin with hydrologic parameters, and does not include detailed interior modeling. Topography is included with a digital terrain model surface, and the model predicts inundation depths. The 10-yr event was modeled. Current scope includes a) review of the 2019 model, modification of features identified by the Parish; and b) expansion of the model to include the entire Ormond basin, and new project alternative modeling. See also attached task and sub-task exhibit with man-hour estimates.

Deliverables include:

- Memorandum of Evaluation.** Summary of 2019 model framework, capabilities, limitations, and the results of a quality review for errors. Qualitative discussion of the 2019 improvement alternatives.
- Expanded Existing Condition Model.** Expand the modeled area to include the entire 1440 acre Ormond basin at the same level of detail as the 2019 model. Update hydrology to include 25-yr, 50-yr and 100-yr return period rainfall events.
- Project Alternative Models.** With the expanded model, alter the 2019 project alternatives and/or generate new alternatives in consultation with the Parish. Two (2) improvement alternative schemes are included.
- Comprehensive Report.** Written narrative describing the technical approach, data incorporated, modeling methodology, project alternatives, costs, inundation maps, and supporting graphics. Complete model outputs will be included as appendices.

Exclusions from scope are:

- Topographic Survey
- Detailed modeling of interior drainage features.

Fee Summary

Each of the thirteen (13) basins located in the East Bank of St. Charles Parish are shown below. Generally, the man-hours to perform modeling were estimated from the total areas and

developed areas of each basin (incorporating 2019 models in Montz and Ormond). Developed area requires more intense model architecture, and therefore weights the effort more than undeveloped area. Based on the study criteria discussed with the Parish and experience with past large-scale H&H modeling efforts, we have prepared task & sub-task lists, including employee classifications anticipated to be assigned, and estimated man-hours by classification. Fees will be invoiced according to the number of hours expended by each classification of employee, according to the attached rate schedule, and direct expenses incurred.

No.	Basin	Area (AC.)	Developed Area (AC.)	Proposed Fee
1	Montz	1635	240	\$32,360.00
2	Norco	800	430	\$171,640.00
3	New Sarpy	690	430	\$163,500.00
4	Ormond	1420	1420	-
	a. Evaluate/Revise Ex. Model	863	863	\$110,010.00
	b. Model Remaining Basin	557	557	\$230,000.00
5	Destrehan Plantation	205	Sparse	To Be Determined
6	Plantation Business Ctr.	110	Sparse	To Be Determined
7	Destrehan West	220	50	To Be Determined
8	Destrehan East	310	40	To Be Determined
9	St. Rose	450	135	To Be Determined
10	Dianne Place	220	90	To Be Determined
11	Bar None	70	70	To Be Determined
12	Turtle Pond	700	200	To Be Determined
13	Almedia	475	80	To Be Determined

We look forward to discussing the scope, tasks and fees proposed and we truly appreciate the opportunity to work with St. Charles Parish on these important master drainage plan projects. If you have any questions regarding this proposal, please do not hesitate to contact our office.

Sincerely,
PRINCIPAL Engineering, Inc.

Andre C. Monnot

Andre C. Monnot, P.E.

Executive Vice President

HOURLY RATES

BILLABLE RATES PER CLASSIFICATION

CLASSIFICATION	BILLABLE RATE
Principal Engineer (Licensed PE)	\$200.00
Engineer IV (Senior - Licensed PE)	\$185.00
Engineer III (Mid - Licensed PE)	\$160.00
Engineer II (Junior - Licensed PE)	\$140.00
Engineer I (Graduate BS/MS Engineer or EI)	\$115.00
Senior Architect (Licensed Architect)	\$155.00
Project Architect (Licensed Architect)	\$140.00
Senior Engineering Tech (AS or Equiv.)	\$115.00
CAD Technician III	\$95.00
CAD Technician II	\$80.00
CAD Technician I	\$65.00
Resident Inspector	\$70.00
Office/Business Manager	\$80.00
Clerical/Administrative	\$55.00
Direct Expenses	Exact Amount
Mileage	\$0.55/mile

2020-0180
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 20-7-7

An ordinance to approve and authorize the execution of an engineering services agreement with T. Baker Smith LLC for providing all necessary services for the 2020 West Bank Master Drainage Plan (MDP), Project No. P200602.

WHEREAS, the landscape and development of the West Bank has changed considerably, and a current functioning model is critical in managing impacts on Parish infrastructure; and,

WHEREAS, the St. Charles Parish Council desires to perform a MDP for the West Bank that will improve drainage for the entire West Bank of the Parish; and,

WHEREAS, the attached Agreement between St. Charles Parish and T. Baker Smith LLC describes the details of the proposed services and compensation; and,

WHEREAS, because of the complexity of the project, it will be implemented in the following areas and phases so as to control project timing:

- Ama-Sellers, Hahnville 1 and Hahnville 2
- Luling and Luling I-310
- Des Allemands, Sunset, Paradis, Mimosa/Willowdale
- Killona/Taft.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Agreement between St. Charles Parish and T. Baker Smith LLC for services as required by the Department of Public Works is hereby approved and accepted.

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

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

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULLEE, DUFRENE, FISHER, FISHER-PERRIER
NAYS: GIBBS, BELLOCK
ABSENT: NONE

And the ordinance was declared adopted this 6th day of July, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY:

CLERK/PARISH PRESIDENT:

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

RET'D/SECRETARY:

AT: 12:47pm

RECD BY:

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2020 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 T. Baker Smith, LLC, a corporation acting herein by and through its Contracting Officer, hereinafter called ENGINEER. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the West Bank Master Drainage Plan project as described in Ordinance No. 20-7-7 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer 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 Engineer by the Owner. The Owner may terminate the Contract by written notification and without cause per Section 10.0 during any phase of the project.

The Engineer shall at all times during this Agreement maintain a valid Louisiana

Engineering 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 ENGINEER to perform all necessary professional services in connection with the Project as specified in the attached proposal from T. Baker Smith, LLC, last revised June 10, 2020, and all other requirements in this Agreement.
- 2.2
- In general, the Project consists of major elements including data gap analysis, hydrologic/hydraulic analysis, watershed report(s) preparation and MDP compilation report.
- 2.3
- The Engineer agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF ENGINEER

- 3.1
- Engineer shall provide Owner professional engineering 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 Engineer. These services may include but may not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.
- 3.2
- Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
- 3.3
- Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4
- Engineer shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5
- Engineer shall provide basic services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Engineer at project conferences and public hearings.
- 3.6
- Planning Phase

3.6.1

Conducting a Planning Meeting Workshop with the Owner.

3.6.2

Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.

3.6.3

Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.

3.6.4

Preparing a comprehensive Planning Report presenting multiple solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:

a.

Discussion of project background and need.

b.

Schematic layouts, sketches, or photographs.

c.

Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.

d.

Any special material specifications including major equipment specifications.

e.

A preliminary cost estimate for each alternative.

f.

Engineer's conceptual opinion of probable costs for the selected alternative.

g.

Discussion as to what permits are needed, time to acquire approvals, and potential adjacent landowner authorizations/servitudes that need addressing.

h.

Discussion of the type of additional services that will be needed.

3.6.5

Meeting with the Owner and presenting findings of the Planning Report.

3.6.6

The Planning Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Planning Services.

a.

Two (2) copies of the report for review.

b.

Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.

4.0 OWNERSHIP OF DOCUMENTS

- 4.1
- Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2
- Engineer 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 Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer'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 Engineer 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 Engineer shall provide, when requested in writing by the Owner, supplementary services not included in the basic services.

The compensation to the Engineer for the supplemental services, when performed by the Engineer, 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 Engineer 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 Engineer 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 Engineering 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 Engineer 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, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer 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 Engineer in writing to undertake the services stated in this Agreement, and the Engineer shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Engineer, following the notice to proceed.

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 Engineer shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Engineer 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
- For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates in the Proposal and actual time worked and charges incurred. For the various phases the Engineer shall be paid as follows:

Ama-Sellers, Hahnville 1 and Hahnville 2	\$218,493.35
Luling and Luling I-310	TBD
Des Allemands, Sunset, Paradis, Mimosa/Willowdale	TBD
Killona/Taft	TBD

* Scope and cost to be negotiated between parties and authorized by mutual written amendment to the contract.
- 8.2
- Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer'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 basic engineering services shall be negotiated between Owner and Engineer.
- 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 Basic Engineering, the Owner shall pay Engineer based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.
- 8.5
- For Additional Authorized Services provided by the Engineer 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 Engineer based on an agreed upon hourly rate(s) between the Owner and Engineer. 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 Engineer 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 Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, 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 Engineer 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 Engineer'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 *Additional Engineering* described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 FUNDS

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

10.0 TERMINATION OR SUSPENSION

- 10.1
- This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 10.2
- The Engineer, 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.
- 10.3
- The Engineer 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.
- 10.4
- The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 10.5
- Engineer 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.
- 10.6
- Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Engineer.

11.0 INSURANCE

- 11.1
- The Engineer 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.
- 11.2
- The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 11.3
- 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.
- 11.4
- Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 11.5
- St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 11.6
- 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.

12.0 INDEMNIFICATION

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

13.0 WARRANTY

- 13.1
- Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.
- 13.2
- If Engineering Services for project designed by Engineer does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3
- The obligations expressed in Section 13 above in no way limit the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, ENGINEER 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 Engineer's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

15.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing 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:

Richelle Champagne

Billy Raymond

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell

Parish President

7/7/2020

Date:

WITNESSES:

By:

Date:

I. INTRODUCTION

The purpose of this document is to outline the tasks necessary to support the development of a comprehensive Master Drainage Plan (MDP) for the West Bank of St. Charles Parish, Louisiana for the St. Charles Parish Department of Public Works and Wastewater (SCP or Parish). T. Baker Smith, LLC (TBS), has prepared this proposal based upon our understanding of the goals and objectives for this MDP as discussed on 5/21/2020.

In general, the MDP will analyze the existing gravity and forced drainage networks within the West Bank of St. Charles Parish and provide recommendations for improvements to these systems aimed towards mitigating flooding both for the existing conditions and due to future planned development. The West Bank of St. Charles Parish comprises of approximately 21,000 acres of land (excluding marsh/swampland) and consists generally of eleven (11) primary drainage basins, which will be analyzed separately in phases based upon their locations and similarities. The improvements recommended for each basin will be prioritized using multiple factors including implementation time, cost and anticipated benefit to their respective area, which when compiled into the MDP, can be utilized to prepare a comprehensive Capital Improvements Program. The results of each primary basin's analysis will be delivered via several "Interim" reports, and once all are completed, these will be compiled into the comprehensive MDP. In addition to specific project improvements, the MDP will also discuss general recommendations for consideration such as modifications to codes and/or ordinances necessary to sustain these drainage systems.

A detailed scope of services has been provided below.

II. SCOPE OF SERVICES

Data Gap Analysis

Prior to starting the Hydrologic and Hydraulic modeling, TBS will gather and review existing information available from the Parish and conduct site visits to determine any additional data that may be required to perform the analysis. The Parish will provide all existing and required survey data required for the analysis to TBS using existing in-house data or new data collected via third party. TBS' effort shall include the following:

a. Obtain and review existing studies, reports, development plans, land use information, GIS data, and other information made available by the Parish to assist in the model development and analysis.

b. Site visits conducted by TBS' engineering staff to review the condition of drainage structures and major conveyance channels, basic channel geometry, and overall basin characteristics for each watershed.

c. Prepare list of supplemental field data and any other additional information needed to support the modeling effort for the Parish. Discuss alternatives and/or assumptions that may be required with Parish based on availability and/or budgetary limitations.

d. Review of all supplemental data provided by the Parish.

Hydrologic and Hydraulic Analysis

TBS will use the data provided by the Parish, publicly available data and supplemental data collected as a result of the data gap analysis to develop a hydrologic and hydraulic model of the watersheds. The modeling will focus on the 4%, 2%, and 1% annual exceedance probability rainfall events (25, 50, and 100-year rainfall events). The model development and analysis will include the following tasks:

a. Hydrologic Modeling

i. Drainage basin(s) will be delineated using publicly available 2017 USGS LIDAR and supplemented with available survey data, as needed.

ii. Obtain rainfall data for the selected recurrence intervals from NOAA ATLAS 14 Point Precipitation Frequency Estimates and/or National Weather Service, Technical Paper No. 40.

iii. Determine land use, impervious area, soil type and time of concentration for each drainage basin for existing conditions.

iv. Development of runoff hydrographs for each drainage basin for the selected recurrence intervals to represent existing conditions.

v. Update land use and impervious area to account for future development and revise runoff hydrographs for each drainage basin for the selected recurrence intervals.

b. Hydraulic Modeling

i. Building the model schematic and identifying all major drainage channels, culverts, and other features that are to be included in the model and how they will be represented.

ii. Entering the model geometry from the LIDAR and Parish GIS data and supplementing with survey data where necessary.

iii. Determining roughness factors for channel, channel overbanks, and culverts.

iv. Establish downstream boundary conditions (tailwater) based on publicly available gauge data.

v. Depending on the extent of the model domain for the watershed, the existing conditions model results may be calibrated to a known rainfall event. The model results will be validated by reviewing with the Parish, landowners, and other stakeholders and checking against verifiable observed data.

vi. Review and establish criteria and objectives with the Parish for the improvements to be evaluated as part of the proposed conditions hydraulic modeling.

vii. Development of a proposed conditions hydraulic model that incorporates improvements to channels, culverts, detention, or other drainage related features required to meet the established objectives.

viii. Review of the proposed conditions modeling results including the alternatives considered throughout the modeling process with the Parish.

ix. Address and incorporate comments received by the Parish on the existing and proposed conditions modeling results.

Watershed Report Preparation

Upon completion of the H&H Analysis, TBS will prepare a report that summarizes the results of the modeling for each watershed. Included in the report will be conceptual level cost estimates, project priority list, and other recommendations for implementing the proposed improvements included in the proposed conditions modeling.

a. The report will cite the sources of the data used to develop the model, software programs used for the modeling, limitations and assumptions, the methodologies used to develop the model, proposed improvements, estimated cost and project prioritization, and other recommendations or future considerations.

b. Conceptual level cost estimates will be summarized in the body of the report and any supporting documentation will be included in appendices. The level of detail will be that of a desktop study and costs for features will be approximated on linear foot basis or other high-level unit or measure for a given improvement.

c. Preliminary environmental considerations such as wetland mitigation and permitting costs will be included in the cost for each improvement, where applicable. Depending on the scope and locations of the improvements, right-of-way and utility relocations may be required. Where information is available and the impacts are apparent, TBS will note as such. It may not be practical to obtain all required information to accurately estimate right-of-way or utility relocation costs and in such cases, it will be noted as such in the cost estimate.

d. Once costs are estimated, TBS will prepare a prioritized list of improvements, or a combination of improvements, based upon the cost and anticipated benefit of each item. Implementation time may also be factored into the prioritization.

e. Provide a list of general recommendations and other future considerations that may include suggested modifications to codes or ordinances. These will be general in scope for the interim basin reports until a more detailed discussion can be prepared in the final MDP.

Master Drainage Plan Compilation

TBS will compile the information from the individual watershed reports into an overall Master Drainage Plan for the West Bank of St. Charles Parish. The reports developed for each watershed will have more detail that is required for the body of the Master Drainage Plan report. This task will reduce the data from the individual watersheds down to an executive summary level while keeping the detailed analysis in appendices. As the Parish proceeds with subsequent phases of the MDP, the information from each watershed will be formatted for inclusion in the overall report.

III. DELIVERABLES

Watershed Reports

Individual reports for the primary watersheds/basins will include report body, figures, tables and exhibits. The following will be included in the deliverables:

- 1 bound hard copy (body, figures, exhibits)

- Exhibits shall include the following:

Existing and Proposed Inundation Maps

Proposed Drainage Improvements

- 1 USB storage drive containing the entire report and appendices

- Modeling inputs and results data in GIS format

- Proposed improvements in GIS format

IV. EXCLUSIONS

Items which are excluded from this Scope of Services, but can be provided as an Additional Service, if necessary, based upon a mutually executed amendment to the Agreement include, but are not limited to:

1. Cost for topographic surveying, survey data collection, environmental field work (such as onsite wetland delineation) as a result of the study objectives changing during this scope of services.

2. Detailed design of recommended improvements

3. Any and all environmental permit submittals such as Initial permits, Wetland permits, after the fact permit submittal, as-build survey/quantity submittal, etc.

4. Any and all mitigation costs and associated fees, beneficial use costs and dredge costs that could be required.

5. Any other agency permitting, fees or associated costs.

6. Coordination or costs associated with pipeline or utility encroachments, LADOTD encroachment/permitting, railroad encroachment costs, design or permitting.

V. PARISH'S RESPONSIBILITY

The Parish shall:

1. Provide T. Baker Smith, LLC with all criteria and full information as to the Parish' requirements for the Project, including all project objectives and any known constraints.

2. Arrange for safe access to and make all provisions for T. Baker Smith, LLC to enter upon public and private property as required to perform the professional services herein.

3. Provide review and approvals of the professional services provided.

VI. COMPENSATION

Compensation for services rendered for this scope of services shall be paid to T. Baker Smith, LLC on a Time & Material basis, monthly, with maximum amounts not to exceed the following:

PHASE	WATERSHEDS	AMOUNT
1	Ama-Sellers, Hahnville 1 & Hahnville 2	\$218,493.35
2	Luling & Luling I-310	\$TBD
3	Des Allemands, Sunset, Paradis, Mimosa/Willowdale	\$TBD
4	Killona, Taft	\$TBD

VII. SCHEDULE

Based on the Scope of Work detailed in Section II, TBS estimates the following schedule to complete the scope of work presented herein. This time does not include additional time for collection of data via third party or circumstances that are out of TBS's control. In order to keep the project team updated on the project's progression, a monthly progress report will be provided to the Parish.

Phase I Tasks	Calendar Days (from NTP or previous task completion)
Data Gap Analysis	30
Hydrologic and Hydraulic Analysis	90
Watershed Report(s) Preparation	40
MDP Compilation	Continuous - Ongoing

LABOR AND EQUIPMENT FEE SCHEDULE
St. Charles Parish
Effective June 2020

PROFESSIONAL STAFF CLASSIFICATIONS:		Rate
Professional Engineer II	Per Hour	\$ 155.00
Professional Engineer I	Per Hour	\$ 125.00
Engineer Intern II	Per Hour	\$ 95.00
Engineer Intern I	Per Hour	\$ 80.00
Professional Land Surveyor II	Per Hour	\$ 155.00
Professional Land Surveyor I	Per Hour	\$ 125.00
Surveyor Intern II	Per Hour	\$ 95.00
Surveyor Intern I	Per Hour	\$ 80.00
Environmental Professional II	Per Hour	\$ 155.00
Environmental Professional I	Per Hour	\$ 125.00
Environmental Analyst II	Per Hour	\$ 95.00
Environmental Analyst I	Per Hour	\$ 80.00
Certified Scientific Diver	Per Day	\$1,600.00
Senior Project Manager	Per Hour	\$ 195.00
Project Manager	Per Hour	\$ 130.00
Senior Project Technician	Per Hour	\$ 80.00
Project Technician	Per Hour	\$ 70.00
Sc. Planner/Landscape Architect	Per Hour	\$ 155.00
Planner/Landscape Architect II	Per Hour	\$ 125.00
Planner/Landscape Architect I	Per Hour	\$ 75.00
Senior Designer	Per Hour	\$ 105.00
Designer	Per Hour	\$ 80.00
Geospatial 3D Scanning Data Analyst	Per Hour	\$ 100.00
Geospatial 3D Scanning Data Processor	Per Hour	\$ 85.00
Clerical	Per Hour	\$ 68.00
GIS Project Manager	Per Hour	\$ 145.00
GIS Lead Developer	Per Hour	\$ 130.00
GIS Data Analyst / Manager	Per Hour	\$ 105.00
Senior Pipeline Engineer	Per Hour	\$ 155.00
Pipeline Engineer	Per Hour	\$ 135.00
Pipeline Technician	Per Hour	\$ 110.00
Damage Prevention Inspector	Per Hour	\$ 100.00
Senior Construction Project Manager	Per Hour	\$ 95.00
Construction Project Manager	Per Hour	\$ 88.00
Construction Project Representative	Per Hour	\$ 65.00
Senior Professional	Per Hour	\$ 175.00
Principal In Charge	Per Hour	\$ 235.00

FIELD SURVEY PERSONNEL

Land and Near Shore Survey

Party Chief	Per Hour	\$ 78.00
Instrument Man	Per Hour	\$ 62.00
Survey Aide	Per Hour	\$ 40.00

Field Survey Crew includes the following equipment:

Mobile Phone With Data transfer plan

Navigation GPS System

Scanner / Printer

2-way radios

Tripod(s), bipod(s), inbrach(s), rod(s), range poles

100' tape, chain pins, probe rods(s)

Other equipment, including hard hats, vests, markers, calculators, and first aid kit necessary for the safe and efficient operation of a field survey crew

2 - Person Field Survey Crew	Per Hour	\$ 145.00
3 - Person Field Survey Crew	Per Hour	\$ 182.00
2 - Person Geospatial 3D Scanner Crew	Per Hour	\$ 235.00
3 - Person Geospatial 3D Scanner Crew	Per Hour	\$ 280.00

Geophysical / Hydrographic Personnel

Senior Surveyor	Per Hour	\$ 95.00
Project Surveyor / Data Processor	Per Hour	\$ 88.00
Geophysical Operator	Per Hour	\$ 73.00

Marine Positioning Personnel		
Offshore Party Chief	Per Day	\$1,000.00
Project Surveyor	Per Day	\$ 900.00
Electronics Technician	Per Hour	\$ 75.00
OVERTIME:		
Overtime for field personnel will be charged for work after ten (10) hours per day, Monday through Friday, weekends and holidays at the regular rate plus 50%. Overtime for professional and technical personnel will be charged for work after nine (9) hours per day, Monday through Friday, weekends and holidays at the regular rate plus 50%. A minimum 8-hour day will be charged for labor and equipment when shut down due to weather, etc., for reasons beyond TBS's control when operating from a headquarters other than our base offices.		
Subsistence Expenses		
Reasonable expenses shall be applicable charges for professional staff and consultants while conducting Client's business more than 50 miles from the TBS base office.		
Subsistence for TBS Field Crew Personnel when on assignment away from base shall be charged @ \$123.00 per work day. (See Federal Per Diem Rates – CONUS) Subsistence for TBS Field Crew personnel when on assignment away from TBS base facility in or near densely populated areas or in response to natural and or man-made disasters shall be negotiated on a project-specific basis.		

<u>UNMANNED AERIAL SYSTEM (UAS)</u>	
Lidar (UAV)	<i>Price available based upon specific project specifications</i>
Fixed Wing (UAV)	<i>Price available based upon specific project specifications</i>
Quad Copter (UAV)	<i>Price available based upon specific project specifications</i>
<u>SUBSURFACE UTILITY ENGINEERING (SUE)</u>	
Quality Level "A & B"	<i>Price available based upon specific project specifications</i>
VacMasters System 4000 Vacuum Excavation Truck w/Crew includes the following equipment:	
<u>Equipment</u>	
• Mobile Phone with Data transfer plan • Navigation GPS System • Scanner / Printer • Pneumatic Hammer • Pneumatic Tamper • Concrete Saw • Other equipment, including hard hats, vests, markers, calculators, and first aid kit necessary for the safe and efficient operation of a SUE Locating Crew.	

ELECTRONIC SURVEY EQUIPMENT		
Electronic Metal Detectors	Per Day	\$ 60.00
Electronic Metal Detectors- RD8000	Per Day	\$ 100.00
Digital Level	Per Day	\$ 150.00
Radio Detection PCM+ Long Range		
Pipe Locator w/Generator	Per Day	\$ 325.00
Ground Penetrating Radar	Per Day	\$ 500.00
Gradiometer / Magnetometer	Per Day	\$ 500.00
Conventional Total Station	Per Day	\$ 175.00
DC Total Station	Per Day	\$ 175.00
GPS Survey Receiver	Per Day	\$ 250.00
Differential Global Positioning System (DGPS)	Per Day	\$ 340.00
Environmental Differential Global Positioning System	Per Day	\$ 75.00
Robotic Total Station	Per Day	\$ 500.00
Robotic Laser Scanner	Per Day	\$ 800.00
GPS Total Station (RTK) System	Per Day	\$ 550.00
Data Collector / Field Computer System	Per Day	\$ 95.00
3D Laser Scanning System	Per Day	\$1,500.00
Mobile Lidar	Price available based upon specific project specifications	

MARINE TRANSPORTATION EQUIPMENT		
14' Skiff with outboard	Per Day	\$ 125.00
16' Vessel with outboard	Per Day	\$ 225.00
Airboat	Per Day	\$ 700.00
Marsh Master I Amphibious Vehicle	Per Day	\$ 525.00
18'-21' Survey Vessel with dual outboards	Per Day	\$ 550.00
24' Survey Vessel with dual outboards	Per Day	\$ 600.00
25' Survey Spud / Pipe Probing Vessel / Barge with dual outboards	Per Day	\$ 725.00

GEOPHYSICAL / HYDROGRAPHIC SURVEY EQUIPMENT		
Marine Positioning / Navigation / Data Storage Computer System	Per Day	\$ 350.00
Digital Side Scan Sonar	Per Day	\$ 650.00
Proton Magnetometer	Per Day	\$ 650.00
Digital Sub-Bottom Profiler	Per Day	\$ 650.00
Digital Fathometer	Per Day	\$ 300.00
Digital Fathometer (Dual Frequency)	Per Day	\$ 350.00
Hydrographic Jet Ski	Per Day	\$ 300.00
Echoboat	Per Day	\$2,000.00
26' Automated Hydrographic Survey Vessel / System	Price available based upon specific project specifications	
26' R2 Sonic Multibeam Survey Vessel / System	Price available based upon specific project specifications	
Site Clearance Verification (Trawling Method)	Price available based upon specific project specifications	
110' Offshore Geophysical Survey Vessel / System	Price available based upon specific project specifications	
Tiburon – Autonomous Underwater Vehicle (AUV)	Price available based upon specific project specifications	

MARINE POSITIONING EQUIPMENT		
Marine Positioning / Navigation / Data Storage Dual Computer System	Per Day	\$1,000.00
Tug Tracking System	Per Day	\$ 275.00
MS 1000 Scanning Sonar System	Per Day	\$ 650.00
MS 1171 Scanning Sonar System	Per Day	\$ 750.00
Gyrocompass	Per Day	\$ 150.00
Motion Reference Unit	Per Day	\$ 200.00

ADDITIONAL EQUIPMENT		
Vehicle Transportation	Per Hour	\$ 18.00
Utility Vehicle (UTV)	Per Day	\$ 125.00
Water Jet Probe System (3/4")	Per Day	\$ 75.00
Portable Gasoline Hammer / Rod Installation System	Per Day	\$ 150.00
Geo 2000 Smart Pig Tracking Unit	Per Day	\$ 45.00
Environmental Sampling Equipment	Per Day	\$ 200.00
Continuous Recording Water Velocity & Level Meter	Per Day	\$ 400.00
Continuous Recording Salinity, Temperature and Height Meter	Per Day	\$ 350.00
Discrete Recording Water Velocity Meter	Per Day	\$ 225.00
Satellite Hotspot	Per Day	\$ 250.00
Four Gas Monitor	Per Day	\$ 50.00

NOTE: ALL EQUIPMENT RATES INCLUDE FUEL, LUBE, MILEAGE, AND INSURANCE. Equipment charges are for services in support of T. Baker Smith, LLC project-related efforts. Bare equipment leases are not available.

SPECIAL MATERIALS		
1" X 2" X 4'	each	\$ 1.00
1" X 1" X 8'	each	\$ 2.10
1" X 2" X 12"	each	\$.90
2" X 2" X 12"	each	\$ 1.30
2" X 2" X 16'	each	\$ 9.20
Flagging	Per Roll	\$ 2.50
Reflector Tape	Per Foot	\$.50
Cane Poles	each	\$ 5.75
3/4" G.I.P.	Per Foot	\$ 1.70
2" G.I.P.	Per Foot	\$ 2.30
2" PVC Pipe	Per Foot	\$ 1.40
3" PVC Pipe	Per Foot	\$ 1.70
T-Post	each	\$ 11.50
Buoys (Up to 50')	each	\$100.00
Concrete Monuments	each	\$ 85.00
Tide Staffs	each	\$115.00
Aerial Targets	each	\$ 74.00
3D Laser Scan B/W Targets	each	\$ 4.00
3D Laser Scan Retro Targets	each	\$ 2.30
Stainless Steel Deep Rod Monuments w/ PVC Enclosure (Prices Available Upon Specific Project Requirements)		

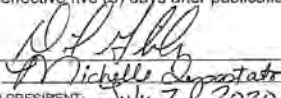
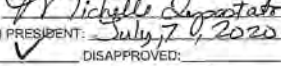
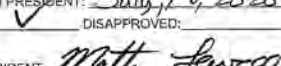
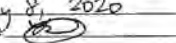
REPROGRAPHICS AND DIGITAL IMAGING
Reproduction charges are for services in support of T. Baker Smith, LLC project-related efforts.

Paper / Drawing Size	Black & White	Color
Printing / Copy		
LTR (1/2")	\$ 0.10	\$ 1.10
11"x17"	\$ 0.25	\$ 2.25
Plotting		
Paper	\$ 1.00 / ft ²	\$ 2.00 / ft ²
Mylar (film)	\$ 2.25 / ft ²	\$ 3.50 / ft ²

Computer System	Per Hour	\$ 20.00/hr.
Computer System includes standard hardware and software for Data Collection, Processing, Design and CAD/Mapping as required for the proficient operations of our technical staff.		
Client History Information Portal (CHIPS) - On-line Client Specific GIS System Subscription/Set-Up Fee negotiable based upon specific applications		

2020-0184
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS/WASTEWATER)
ORDINANCE NO. 20-7-8
An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Meyer Engineering, Ltd. for providing all necessary professional engineering services for the 2020 West Bank Sewer Master Plan, Project No. S200603.
WHEREAS, the landscape and development of the West Bank has changed considerable, and a current functioning model is critical in managing impacts on Parish infrastructure; and,
WHEREAS, the St. Charles Parish Council desires to perform a Sewer Master Plan for the area serviced by the West Bank Sewer Treatment Plant in Hahnville that will improve the services for that area of the Parish; and,
WHEREAS, the attached agreement between the St. Charles Parish and Meyer Engineering, Ltd., describes the details of the proposed services and compensation; and,
WHEREAS, of the complexity of the project, the task(s) will be implemented as follows:
Phase 1: Data Gathering and Evaluation
Task(s):
- Project Kickoff and Data Gap Collection
- Wastewater Flow Projections
- Identify Infiltration and Inflow Problem Areas
- Pump Station Force Main Modeling
- Prepare Technical Memorandum
Phase 2:
Tasks(s):
- Flow Monitoring Data Collection
- Hydraulic Model Development and Calibration
- Capacity Analysis
- Identify and Evaluate Improvement Alternatives
- Sanitary Sewer Design.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Professional Services Agreement between St. Charles Parish and Meyer Engineering, Ltd. for services as required by the Department of Public Works/Wastewater is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said Professional Services Agreement on behalf of St. Charles Parish.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE
And the ordinance was declared adopted this 5th day of July, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: July 7, 2020
APPROVED:  DISAPPROVED:
PARISH PRESIDENT: Math Jewell
RETD/SECRETARY: July 8, 2020
AT: 12:47 pm REC'D BY: 

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2020 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 Meyer Engineers, Ltd., a corporation acting herein by and through its Contracting Officer, hereinafter called ENGINEER. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the West Bank Sewer Master Plan (Hahnville Plant System) project as described in Ordinance No. 20-7-8 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer 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 Engineer by the Owner. The Owner may terminate the Contract by written notification and without cause per Section 10.0 during any phase of the project.

The Engineer shall at all times during this Agreement maintain a valid Louisiana Engineering 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 ENGINEER to perform all necessary professional services in connection with the Project as specified in the attached proposal from Meyer Engineers, Ltd. and all other requirements in this Agreement.
2.2 In general, the Project consists of developing a Sewer Master Plan by developing and modeling the flow to the Hahnville Plant. This effort will be accomplished in the following Phases:
Phase I – Planning/Data Gathering/Preliminary Evaluation
Phase II – Infiltration & Inflow (I&I) Analysis and Hydraulic Model
Phase III – Capital Improvement Program
Phase IV – Master Plan (Report)

2.3 The Engineer agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF ENGINEER

3.1 Engineer shall provide Owner professional engineering 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 Engineer. These services may include but may not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.
3.2 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
3.3 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.
3.4 Engineer shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
3.5 Engineer shall provide basic services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Engineer at project conferences and public hearings.
3.6 Planning Phase
3.6.1 Conducting a Planning Meeting Workshop with the Owner.
3.6.2 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
3.6.3 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
3.6.4 Preparing a comprehensive Planning Report presenting multiple solutions

to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:

- Discussion of project background and need.
- Schematic layouts, sketches, or photographs.
- Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
- Any special material specifications including major equipment specifications.
- A preliminary cost estimate for each alternative.
- Engineer's conceptual opinion of probable costs for the selected alternative.
- Discussion as to what permits are needed, time to acquire approvals, and potential adjacent landowner authorizations/servitudes that need addressing.
- Discussion of the type of additional services that will be needed.

3.6.5 Meeting with the Owner and presenting findings of the Planning Report.

3.6.6 The Planning Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Planning Services.

- Two (2) copies of the report for review.
- Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.

4.0 OWNERSHIP OF DOCUMENTS

4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

4.2 Engineer 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 Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer'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 Engineer 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 Engineer shall provide, when requested in writing by the Owner, supplementary services not included in the basic services.

The compensation to the Engineer for the supplemental services, when performed by the Engineer, 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 Engineer in writing.

Such supplementary services may include the following:

- Soil investigations
- Laboratory inspection of materials and equipment
- Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- Any major revisions for which the Engineer is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- Services concerning replacement of any work damaged by fire or other causes during construction
- Services made necessary by the default of the contractor in the performance of the construction contract
- Services as an expert witness in connection with court proceedings
- Traffic Engineering if necessary
- Topographic Survey
- Preparation of Environmental Assessment documents and/or Environmental Permits
- If all or part of the work is to be financed by a Federal or State Grant, the Engineer 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, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer 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 Engineer in writing to undertake the services stated in this Agreement, and the Engineer shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Engineer, following the notice to proceed.

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 Engineer shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Engineer 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 For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates in the Proposal and actual time worked and charges incurred. For the various phases the Engineer shall be paid as follows:

Phase I – Planning/Data Gathering/Preliminary Evaluation	\$96,000.00
Phase II – Infiltration & Inflow (I&I) Analysis and Hydraulic Model	TBD*
Phase III – Capital Improvement Program	TBD
Phase IV – Master Plan (Report)	TBD

* Scope and cost to be negotiated between parties and authorized by mutual written amendment to the contract.

8.2 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer'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 basic engineering services shall be negotiated between Owner and Engineer.

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 Basic Engineering, the Owner shall pay Engineer based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

8.5 For Additional Authorized Services provided by the Engineer 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 Engineer based on an agreed upon hourly rate(s) between the Owner and Engineer. 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 Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written authorization to perform the service.
- Timesheets for all hours invoiced.
- Invoice copies, logs or other substantiation of non-salary expenses.

8.7 For Additional Authorized Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, 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 Engineer and shall be attached to the monthly invoice:

- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
- Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.

8.8 For Additional Engineering described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 FUNDS

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

10.0 TERMINATION OR SUSPENSION

10.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.

10.2 The Engineer, 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.

10.3 The Engineer 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.

10.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.

10.5 Engineer 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.

10.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Engineer.

11.0 INSURANCE

11.1 The Engineer 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.

11.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.

11.3 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.

11.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

11.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

11.6 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.

12.0 INDEMNIFICATION

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

13.0 WARRANTY

13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.

13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

13.3 The obligations expressed in Section 13 above in no way limit the Engineer's obligations expressed elsewhere in this Contract.

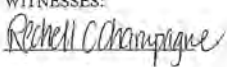
14.0 EXCLUSIVE JURISDICTION AND VENUE

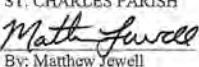
For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Engineer's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

15.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing 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

7/7/2020
Date:

WITNESSES:

ENGINEER

By: _____

Date: _____

EXHIBIT to AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF CONSULTING AND RELATED MATTERS

This is an exhibit attached to and made part of the Standard Form of Agreement dated _____, 20__, between St. Charles Parish ("OWNER") and Meyer Engineers, Ltd. (ENGINEER) for the provision of the Westbank Sanitary Sewer Master Plan, referred to as "the Project."

1.0 The Basic Services of ENGINEER as described in Item I "Basic Agreement" of said Agreement are amended and supplemented as follows:

Scope of Work

St. Charles Parish (SCP) has directed Engineer develop a master plan and capital improvements plan for their sanitary sewer system on the Westbank. The project limits can be found on Exhibit 1. The goals of this project are as follows:

- To develop a master plan of the Westbank sanitary sewer system for which the basis and assumptions are clear and well-documented.
- To identify and prioritize capital improvements to address capacity limitations through system upgrades or rehabilitation projects to address infiltration and inflow (I/I).
- Identify and prioritize capital improvements required at the lift stations and treatment plants to handle the current, 5-year and 20-year expected flows. (Preliminary Results to be validated in future phases of contract.)

The following tasks have been developed to describe the scope of work for this project:

Phase 1: Data Gathering and Evaluation

Task 1- Kickoff Meeting and Data Collection

Task 1.1- Project Kick-off Meeting - Engineer will conduct a meeting with Parish staff including representatives from appropriate departments. The purpose of the workshop will be to clearly define the goals, objectives, and priorities to help focus the work effort to be accomplished in this project. The

meeting will identify the primary objectives of the wastewater collection system master plan so that the methodology described under subsequent tasks may be tailored to achieve those objectives. During the meeting, Engineer will facilitate a discussion to identify criteria and available information that will be utilized through the future development of the hydraulic model and Sewer System Master Plan Report.

Task 1.2 - Review of Data - Engineer will review existing studies, pump station data, GIS data, overflow records, complaint logs and other available documentation. Engineer will spend up to 2 days interviewing Parish staff to obtain required information and answer questions on information received. Engineer will also perform multiple site visits to assess the condition of the existing lift stations (approximately 103).

Task 2 - Wastewater Flow Projections

Engineer will review available information (planning reports, water use records, etc.) on the basin service areas to understand the basis for available population/flow projections and determine if additional information is necessary for project accuracy. Engineer assumes that the information will be sufficient and that no additional data collection effort for flow/population projections will be necessary.

Future populations and base wastewater flows will be projected by using local land use and population projections in conjunction with unit flow factors. Engineer will apply unit flow factors developed from the flow monitoring data and industry averages with flow factor development for other area utilities. Wastewater flow projections will be developed for a 5-year planning period to capture known or anticipated growth areas and a 20-year planning period.

Task 3 Identify Infiltration and Inflow Problem Areas

Engineer will identify the areas of I&I using the existing lift station run times and overflow data provided by the Owner. Engineer's report shall include approximate dry and wet weather flows for each lift station in the study area. The report shall also make suggestions as to which areas should be prioritized and the necessary process to determine the I&I in those specific areas (level gauges, flow meters, smoke testing, etc.).

Task 4: Preliminary Modeling

Engineer will create a dynamic hydraulic model of the Parish's Westbank sanitary sewer system for all lift stations and gravity system for pipes greater than 8-inches in diameter using the Parish's existing GIS information. **The full model will be created in Phase 2 of the project; however, Engineer will coordinate model parameters and setup with Owner in Phase 1.** It is assumed that the GIS data provided by Owner will include adequate pipe information, manhole invert elevations, and manhole rim elevations for the gravity sewer infrastructure to be included in the model. All pump stations will be included in the model. Available information regarding these modeled stations, including pump curves, hydraulic capacity information, wet well volumes or drawings, pump on/off settings, and force main information, will be provided by the Parish for use in the model. It is assumed that the information provided will be adequate to describe the stations' operation. This model will serve as the basis for future project phases and capital improvement decisions.

If additional pump station data (excluding data collected in conjunction with the flow monitoring task) or surveying data to describe the sewer system infrastructure is required to meet project objectives, these needs will be discussed with the Parish. These services are not included in this initial scope of work.

The model will be created using software agreed upon by Engineer and the Owner. Model files will be provided to Owner, but software license will not be provided to the Parish as part of this initial scope of work.

Engineer will provide a list of information required from Owner and proposed model assumptions in the phase 1 report.

Task 5 Prepare Technical Memorandum

Engineer will prepare a draft technical memorandum that will present the results of the study and the recommended path forward. The report will serve as a reference document that the Parish can use as a guide to focus future sewer collection system improvements. Comments received from the Parish on the draft memorandum will be incorporated into a final memorandum, which will be electronically submitted in pdf format. In addition to a CD of the report, two (2) hard copies of the draft and final report will be given to the Parish.

- 2.0

The Responsibilities of OWNER as described in Section _ of said Agreement are amended and supplemented as follows:
- The Responsibilities of OWNER are as follows:

OWNER will make available any information required to complete this project.
- 3.0

The Time for Rendering Services as described in _ of said Agreement are amended and supplemented as follows:
- The Time for Rendering Services shall be four (4) months from the notice to proceed.
- 4.0

Compensation to ENGINEER
- Partial payments are to be made monthly in proportion to the percentage of work completed.

Total lump sum payments are not to exceed the fee amounts in the following table.

Task	Lump Sum Fee
Task 1 - Project Kickoff and Data Collection	\$22,000
Task 2 - Wastewater Flow Projections	\$15,000
Task 3 - Identify Infiltration and Inflow Problem Areas	\$35,000
Task 4 - Pump Station Force Main Modeling	\$14,000
Task 5 - Prepare Technical Memorandum	\$10,000
Lump Sum Fee Total	\$96,000

Tasks Not Included In Phase 1 (Fees and final scope to be determined at a later date):

PHASE 2:

Task 2.1 - Flow Monitoring Data Collection –

Engineer will develop a flow monitoring plan to collect pertinent flow and rainfall data for the Parish's Westbank service area. Engineer will make recommendations regarding flow monitor locations, pump station monitoring locations, rain gauge locations, duration of monitoring, and criteria for completion of the monitoring study including suggestions regarding minimum number of rainfall events required for wet weather flow analysis.

This scope of work will include an allowance for a flow-monitoring program based on the estimated cost for mobilization and planning of temporary flow monitors, pump station monitors, and rain gages installed for 60 days. Should the flow monitoring require a time extension due to lack of rainfall, additional weeks may be added to the contract at an additional cost.

Engineer intends to subcontract the field flow monitoring. The temporary flow monitoring equipment will be capable of measuring the depth and velocity of wastewater flows at synchronized time intervals of 5 minutes. Pressure sensors will be installed with the capability of measuring depth of surcharging at flow monitoring locations. Temporary depth monitors will be capable of measuring depth of flow at 5-minute time intervals. Temporary pump station monitors will be installed at select stations to provide a continuous record of pump starts and stops during the monitoring period. Pump drawdown tests will be conducted at these stations in order to calibrate the pump station monitor and translate pump run times into estimated flow rates to the nearest 1 gallon per minute. Up to eight (8) additional drawdown tests will be conducted at unmonitored stations to support the development of the hydraulic model. The rain gage equipment shall be capable of measuring rainfall depth in increments of 0.01 inches at preset synchronized time intervals of 5 minutes.

Engineer will review the raw data from all temporary meters at the start date of the flow monitoring period to ensure that the flow monitor site hydraulics are conducive to collection of quality data and that the equipment is functioning properly. During the flow monitoring period, Engineer will also review data bi-weekly thereafter to monitor any potential change in conditions.

Task 2.2: Hydraulic Model Development and Calibration

Engineer will create a dynamic hydraulic model of the Parish's Westbank sanitary sewer system for pipes greater than 8-inches in diameter using the Parish's existing GIS information. It is assumed that the GIS data includes adequate pipe information, manhole invert elevations, and manhole rim elevations for the gravity sewer infrastructure to be included in the model. Critical pump stations will be included in the model; these stations will be selected in conjunction with the Parish. Available information regarding these modeled stations, including pump curves, hydraulic capacity information, wet well volumes or drawings, pump on/off settings, and force main information, will be provided by the Parish for use in the model. It is assumed that the information provided will be adequate to describe the stations' operation.

Engineer will breakdown wastewater flow meter data (collected in Task 6) into base flow, groundwater infiltration, and rainfall dependent infiltration and inflow (RDI/I) components for up to 3 storm events observed during the monitoring period. This decomposition will reveal the relative RDI/I contributions of various portions of the service area. Engineer will then develop a hydrologic model using a unit hydrograph approach (RTK approach). RDI/I hydrographs will be developed that are calibrated to actual flow monitoring data and used to project the system response from design storm events.

Existing dry weather wastewater flows generated from the observed flow monitoring data will be input into the model at a "load point" based on sewershed delineations. This task will include calibrating the hydraulic model to both dry weather and wet weather existing flows. The model will be calibrated to a minimum of one storm event from the flow monitoring period and verified using 1-2 other storm events, depending on the number of events captured during the flow monitoring period.

Task 2.3: Capacity Analysis

Engineer will perform a rainfall-frequency analysis of historical rainfall records to determine the appropriate rainfall intensity, duration, and distribution for planning conditions. The unit hydrograph parameters determined in Task 7 will be applied to up to two design storm events (e.g. 2-year and 5-year storm events) and the resulting hydrographs input at each load point on the hydraulic model for the wet weather analysis.

For each model scenario, the calibrated hydraulic model from Task 7 will be used to determine available sewer capacity and potential areas needing additional capacity. Model scenarios will include existing and

future dry and wet weather flows. The sewer capacity analysis will result in maps illustrating the percent of full pipe capacity that is used under existing and future conditions. Engineer will also analyze modeled lift stations and force mains to understand capacity limitations with these facilities under the design storm conditions. Maps illustrating the capacity analysis will guide development of the sewer system improvement alternatives that will be evaluated under future project tasks. The sewer capacity analysis will also identify hydraulic restrictions in the system that may lead to capacity problems under wet-weather or future flow conditions.

Engineer will meet with the Parish to discuss the results of the capacity analysis and discuss improvement alternatives.

Task 2.4: Identify and Evaluate Improvement Alternatives

The hydraulic model will be used to evaluate planning level improvement alternatives needed to meet existing and future sewer requirements. The improvements will focus on addressing sewer system capacity concerns identified in Phase I. Improvements may consist of increased system capacity (relief sewers and/or pump stations), I/I reduction through sewer rehabilitation, flow equalization storage, or various combinations of these improvements. Maps illustrating the resulting percent of full pipe capacity and level of surcharging from the various improvement alternatives will be prepared. Planning level conceptual cost estimates will be developed as a means of comparing viable alternatives under consideration.

Engineer will identify potential implementation problems or other non-cost related factors for improvement alternatives, such as permitting, constructability, operational flexibility, etc. A meeting will be held with Parish staff to review the results of the alternatives analysis. With Parish staff member input, Engineer will select and recommend appropriate improvement alternatives to meet overall planning objectives.

Planning level recommendations for sewer system improvements will include preliminary routing, pipe lengths, and diameters of gravity sewer alternatives, capacities of pump station alternatives, and length of sewers to be rehabilitated.

Task 2.5: Sanitary Sewer Design

Engineer will provide final design of recommended improvements on an as-needed basis.

2020-0185

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS/WASTEWATER)
ORDINANCE NO. 20-7-9

An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Kyle Associates, LLC. for providing all necessary professional engineering services for the 2020 East Bank Sewer Master Plan, Project No. S200601.

WHEREAS, the landscape and development of the East Bank has changed considerable, and a current functioning model is critical in managing impacts on Parish infrastructure; and,

WHEREAS, the St. Charles Parish Council desires to perform a Sewer Master Plan for the area serviced by the East Bank Sewer Treatment Plant in Destrehan that will improve the services for the entire east bank of the Parish; and,

WHEREAS, the attached agreement between the St. Charles Parish and Kyle Associates, LLC., describes the details of the proposed services and compensation; and,

WHEREAS, because of the complexity of the project, the task(s) will be implemented as follows:

- Phase 1: Planning / Data Gathering / and Preliminary Evaluation Task(s):**
- Background
 - Collection System Overview
 - Existing System Conditions
 - System Lift Station Assessment
 - Deliverable.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Kyle Associates, LLC for services as required by the Department of Public Works/Wastewater is hereby approved and accepted.

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

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

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 6th day of July, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
SECRETARY: *[Signature]*
CLVD/PARISH PRESIDENT: *[Signature]* July 7, 2020
APPROVED: *[Signature]* DISAPPROVED: _____

PARISH PRESIDENT: *[Signature]*
RETD/SECRETARY: *[Signature]* July 8, 2020
AT: 12:47 pm **RECD BY:** *[Signature]*

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2020 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 Kyle Associates, LLC, a corporation acting herein by and through its Contracting Officer, hereinafter called ENGINEER. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the East Bank Sewer Master Plan (Destrehan Plant System) project as described in Ordinance No. 20-7-9 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer 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 Engineer by the Owner. The Owner may terminate the Contract by written notification and without cause per Section 10.0 during any phase of the project.

The Engineer shall at all times during this Agreement maintain a valid Louisiana Engineering 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 ENGINEER to perform all necessary professional services in connection with the Project as specified in the attached proposal from Kyle Associates, LLC and all other requirements in this Agreement.

2.2 In general, the Project consists of developing a Sewer Master Plan by developing and modeling the flow to the Destrehan Plant. This effort will be accomplished in the following Phases:

- Phase I – Planning/Data Gathering/Preliminary Evaluation
- Phase II – Infiltration & Inflow (I&I) Analysis and Hydraulic Model
- Phase III – Capital Improvement Program
- Phase IV – Master Plan (Report)

2.3 The Engineer agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF ENGINEER

3.1 Engineer shall provide Owner professional engineering 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 Engineer. These services may include but may not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.

3.2 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

3.3 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.

3.4 Engineer shall provide minutes of all meetings with St. Charles Parish regarding

any phase of the Project.

3.5 Engineer shall provide basic services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Engineer at project conferences and public hearings.

3.6 Planning Phase

3.6.1 Conducting a Planning Meeting Workshop with the Owner.

3.6.2 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.

3.6.3 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.

3.6.4 Preparing a comprehensive Planning Report presenting multiple solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:

a. Discussion of project background and need.

b. Schematic layouts, sketches, or photographs.

c. Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.

d. Any special material specifications including major equipment specifications.

e. A preliminary cost estimate for each alternative.

f. Engineer's conceptual opinion of probable costs for the selected alternative.

g. Discussion as to what permits are needed, time to acquire approvals, and potential adjacent landowner authorizations/servitudes that need addressing.

h. Discussion of the type of additional services that will be needed.

3.6.5 Meeting with the Owner and presenting findings of the Planning Report.

3.6.6 The Planning Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Planning Services.

a. Two (2) copies of the report for review.

b. Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.

4.0 OWNERSHIP OF DOCUMENTS

4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

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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 Engineer 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 Engineering 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 Engineer 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, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer 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 Engineer in writing to undertake the services stated in this Agreement, and the Engineer shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Engineer, following the notice to proceed.

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 Engineer shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Engineer 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 For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates in the Proposal and actual time worked and charges incurred. For the various phases the Engineer shall be paid as follows:

Phase I – Planning/Data Gathering/Preliminary Evaluation	\$115,710.00
Phase II – Infiltration & Inflow (I&I) Analysis and Hydraulic Model	TBD*
Phase III – Capital Improvement Program	TBD
Phase IV – Master Plan (Report)	TBD

* Scope and cost to be negotiated between parties and authorized by mutual written amendment to the contract.

8.2 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer'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 basic engineering services shall be negotiated between Owner and Engineer.

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 Basic Engineering, the Owner shall pay Engineer based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

8.5 For Additional Authorized Services provided by the Engineer 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 Engineer based on an agreed upon hourly rate(s) between the Owner and Engineer. 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 Engineer 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 Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, 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 Engineer 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 Engineer'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 *Additional Engineering* described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 FUNDS

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

10.0 TERMINATION OR SUSPENSION

10.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.

10.2 The Engineer, 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.

10.3 The Engineer 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.

10.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.

10.5 Engineer 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.

10.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Engineer.

11.0 INSURANCE

11.1 The Engineer 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.

11.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.

11.3 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.

11.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

11.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

11.6 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.

12.0 INDEMNIFICATION

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

13.0 WARRANTY

13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.

13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

13.3 The obligations expressed in Section 13 above in no way limit the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, ENGINEER 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 Engineer's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

15.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing 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:

Reidell C Champagne

ST. CHARLES PARISH

Matthew Jewel

By: Matthew Jewel

Parish President

Billy Raymond

2/7/2020

Date:

WITNESSES:

ENGINEER

By:

Date:

St. Charles Parish East Bank Sewer Masterplan

Kyle Associates, LLC (Kyle Associates) has been retained to develop a sewer master plan for the East Bank of St. Charles Parish. Much work has been done and collection system evaluations have been completed in certain areas of the East Bank over the last 20 years. Several portions of the wastewater collection system on the East Bank of St. Charles Parish are still prone to sanitary sewer overflows (SSOs) during wet weather events. Flow modeling of these areas has been done over 10 year ago but further evaluation and capital improvements are needed. There are still large amounts of wastewater runoff from an overburdened sewerage system caused by large amounts of Infiltration and Inflow (I&I) in the system. Areas on the East Bank need further repair and rehabilitation. The plan will identify the locations of I&I and potential methods to alleviate these problem areas.

Kyle Associates will further analyze and develop the flow monitoring and modeling data that

was complete over 10 years ago. The scope of services to be provided include redeveloping the flow monitoring and modeling services followed by preparation of a corrective action report to develop a Capital Improvements Plan (CIP). Based upon the outcome of the modeling efforts, a corrective action plan, including rehabilitation and/ or capacity improvements will reduce the I&I problems within the Parish's wastewater collection system.

These master planning efforts will be performed in phases with Phase I being the following:

Phase I – Planning/Data Gathering /Preliminary Evaluation

1.1 Background

Review current conditions of the wastewater collection system on the East Bank of St. Charles Parish. Conduct discussions with St. Charles Parish wastewater staff to gather information on the problems plaguing the sewer collection system throughout the East Bank.

1.2 Collection System Overview

Gather all reports and data pertaining to the entire east bank collection system. Review all data and compare with background investigation.

1.3 Existing System Conditions

Review all reports, designed improvement packages, existing model data, and collection system evaluations conducted over the past 20 years.

1.4 System Lift Station Assessment

Assess the current conditions and operational capabilities of the all lift stations in the east bank collection system, including those at the Destrehan Wastewater Treatment Plant.

Deliverable – Prepare a report of all data gathered and evaluations conducted to assist the Parish with planning for further Sewer System Evaluation and Survey (SSES) planning to develop a Capital Improvements Plan (CIP) for the east bank sewer collection system.

Professional Services Fee - It is anticipated that this phase of the project will take approximately 120 calendar days to complete. Fee for this phase of the project shall be lump sum amount of \$115,710. The following is an estimated breakdown of the staff assignments and man-hours for this phase of the project:

Position	Description	Hourly Rate	Hours	Subtotal
Principal/Senior Engineer	Project Manager	\$185	150	\$27,750
Civil Engineer	Project Engineer	\$130	500	\$65,000
CADD Technician III	Model/GIS Review and Analyzing	\$95	80	\$7,600
Civil Technician I	Field Verification/Data Gathering	\$60	240	\$14,400
Administrative	Report Preparation	\$60	16	\$960
			Total	\$115,710

2020-0186

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

ORDINANCE NO. 20-7-10

An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Linfield, Hunter & Junius, Inc., for providing all necessary professional engineering services for the 2020 Luling Oxidation Pond Sewer Master Plan, Project No. S200602.

WHEREAS, the landscape and development of the West Bank from Paul Maillard Road and Maple Street, eastward to the St. Charles Parish / Jefferson Parish line has changed considerable, and a current functioning model is critical in managing impacts on Parish infrastructure; and,

WHEREAS, the St. Charles Parish Council desires to perform a Sewer Master Plan for the area serviced by the Luling Oxidation Pond that will improve the services for that area of the Parish; and,

WHEREAS, the attached agreement between the St. Charles Parish and Linfield, Hunter & Junius, Inc., describes the details of the proposed services and compensation; and,

WHEREAS, of the complexity of the project, the task(s) will be implemented as follows:
Data Gathering and Evaluation
Tasks(s):
- Project Kick-Off
- Data Collection and Review
- Preliminary Model Preparation
- Prepare Technical Memorandum

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Linfield, Hunter & Junius, Inc., for services as required by the Department of Public Works/Wastewater is hereby approved and accepted.

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

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

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUPRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 6th day of July, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: July 7, 2020
APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: July 8, 2020
AT: 12:47 pm RECD BY: [Signature]

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2020 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 Linfield, Hunter & Junius, Inc, a corporation acting herein by and through its Contracting Officer, hereinafter called ENGINEER. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the West Bank Sewer Master Plan (Luling Oxidation Pond System) project as described in Ordinance No. 20-7-10 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer 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 Engineer by the Owner. The Owner may terminate the Contract by written notification and without cause per Section 10.0 during any phase of the project.

The Engineer shall at all times during this Agreement maintain a valid Louisiana Engineering 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 ENGINEER to perform all necessary professional services in connection with the Project as specified in the attached proposal from Linfield, Hunter & Junius, Inc. and all other requirements in this Agreement.

2.2 In general, the Project consists of developing a Sewer Master Plan by developing and modeling the flow to the Luling Oxidation Pond. This effort will be accomplished in the following Phases:
Phase I – Planning/Data Gathering/Preliminary Evaluation
Phase II – Infiltration & Inflow (I&I) Analysis and Hydraulic Model
Phase III – Capital Improvement Program
Phase IV – Master Plan (Report)

2.3 The Engineer agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF ENGINEER

3.1 Engineer shall provide Owner professional engineering 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 Engineer. These services may include but may not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.

3.2 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

3.3 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.

3.4 Engineer shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.

3.5 Engineer shall provide basic services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Engineer at project conferences and public hearings.

3.6 Planning Phase

- 3.6.1 Conducting a Planning Meeting Workshop with the Owner.
- 3.6.2 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
- 3.6.3 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
- 3.6.4 Preparing a comprehensive Planning Report presenting multiple solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:
- a. Discussion of project background and need.
 - b. Schematic layouts, sketches, or photographs.
 - c. Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
 - d. Any special material specifications including major equipment specifications.
 - e. A preliminary cost estimate for each alternative.
 - f. Engineer's conceptual opinion of probable costs for the selected alternative.
 - g. Discussion as to what permits are needed, time to acquire approvals, and potential adjacent landowner authorizations/servitudes that need addressing.
 - h. Discussion of the type of additional services that will be needed.
- 3.6.5 Meeting with the Owner and presenting findings of the Planning Report.
- 3.6.6 The Planning Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Planning Services.
- a. Two (2) copies of the report for review.
 - b. Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.

4.0 OWNERSHIP OF DOCUMENTS

4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

4.2 Engineer 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 Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer'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 Engineer 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 Engineer shall provide, when requested in writing by the Owner, supplementary services not included in the basic services.

The compensation to the Engineer for the supplemental services, when performed by the Engineer, 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 Engineer 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 Engineer 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 Engineering 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 Engineer 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, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer 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 Engineer in writing to undertake the services stated in this Agreement, and the Engineer shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Engineer, following the notice to proceed.

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 Engineer shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Engineer 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.

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Phase I – Planning/Data Gathering/Preliminary Evaluation	\$84,300.00
Phase II – Infiltration & Inflow (I&I) Analysis and Hydraulic Model	TBD*
Phase III – Capital Improvement Program	TBD
Phase IV – Master Plan (Report)	TBD

* Scope and cost to be negotiated between parties and authorized by mutual written amendment to the contract.

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a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer'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 *Additional Engineering* described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 FUNDS

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

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10.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.

10.2 The Engineer, 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.

10.3 The Engineer 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.

10.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.

10.5 Engineer 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.

10.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Engineer.

11.0 INSURANCE

11.1 The Engineer 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.

11.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.

11.3 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.

11.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

11.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

11.6 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.

12.0 INDEMNIFICATION

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

13.0 WARRANTY

13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.

13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

13.3 The obligations expressed in Section 13 above in no way limit the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, ENGINEER 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 Engineer's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

15.0 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.

St. Charles Parish Westbank Sewerage Master Plan

Scope of Services

SCOPE OF WORK:

Work under this project consists of the preparation of an analysis of the existing St. Charles Parish sewerage system contributory to the Luling Oxidation Pond and Master Plan. Study limits are from Paul Mallard Road and Maple Street east to the St. Charles Parish/Jefferson Parish line. The Master Plan is to include the following:

An assessment of infiltration and inflow in the existing sewerage system

Development of a hydraulic model of the sewerage system

Identification and prioritization of recommended capital improvements to provide for the immediate needs of the Parish and for 5-year and 20-year projected development needs.

This work will be accomplished in several phases.

PHASE I: Data Gathering and Evaluation

Phase 1 will entail gathering and evaluating data available for the St. Charles Parish sewerage system within the study limits.

Task 1 – Project Kick-Off

The purpose of Task 1 is to clearly define the goals, objectives and priorities of the Parish to streamline work efforts. In this task, the Engineer will:

Attend a Project Kick-off meeting with Parish

Conduct discussions with Parish wastewater staff to gather information on the recurring problems in the sewerage system

Perform field reconnaissance to assess current conditions

Based upon these discussion and field reconnaissance, assemble a list of data and information needed from the Parish

Task 2 – Data Collection and Review

The Engineer will review data available from the Parish to gain an understanding of sewerage system mechanics and system infiltration and inflow. In this task, the Engineer will:

Review available GIS data, maps, as-built drawings, studies and reports, water use data, complaint logs, overflow reports and lift station data for the study area

Identify contributory areas, sewer accounts and gravity sewerage by lift stations and estimate sewage flows contributory to each lift station

Review lift station flow meter data and lift station run times

Review Oxidation Pond flow data

Identify and prioritize areas with infiltration and inflow problems for detailed evaluation in subsequent phases

Task 3 – Preliminary Hydraulic Model Preparation

The Engineer will review model parameters and identify additional data that may be required to prepare a hydraulic model of the sewerage system. In this task, the Engineer will:

Review hydraulic model parameters and recommended assumptions

Identify information needed to develop hydraulic model of the sewerage system

Coordinate with Parish to establish hydraulic model parameters and input assumptions

Task 4 – Technical Memorandum

The Engineer will prepare a Technical Memorandum summarizing findings of Phase 1 with recommendations for the scope of services for subsequent phases.

Fee – Phase I: \$84,300.00 (Lump Sum)

PHASE II: Infiltration & Inflow (I&I) Analysis and Hydraulic Model

Scope of Phase II: TBD

Fee – Phase II: TBD

PHASE III: Capital Improvements Program

Scope of Phase III: TBD

Fee – Phase III: TBD

PHASE IV: Master Plan (Report)

Scope of Phase IV: TBD

Fee – Phase IV: TBD

ST. CHARLES PARISH WESTBANK SEWERAGE MASTER PLAN			
TASK AND MANHOUR BREAKDOWN			
Task	Supervisor-Engineer	Senior Engineer	Pre-Professional
PHASE I - DATA GATHERING AND EVALUATION			
Task 1 - Project Kick-Off			
Project Kick-off Meeting	3.0	3.0	3.0
Discussions with Parish Personnel	4.0	8.0	8.0
Field Reconnaissance	4.0	20.0	20.0
Assemble List of Needed Items to Request from Parish	1.0	2.0	4.0
Task 2 - Data Collection and Review			
Review Sewerage GIS	1.0	4.0	16.0
Review Sewerage Maps and As-Built Drawings	1.0	4.0	24.0
Review Reports and Design Packages	4.0	16.0	24.0
Review of Complaint Logs	1.0	4.0	12.0
Review of Overflow Reports	1.0	4.0	8.0
Assemble Contributory Areas, Sewer Accounts and Gravity Sewerage by Lift Station	2.0	8.0	24.0
Assemble and Review Water Account Usage Data	2.0	8.0	32.0
Assemble and Review Lift Station Pump Curves	2.0	8.0	24.0
Review Lift Station Flow Meter Data (5 Lift Stations)	1.0	2.0	10.0
Review Lift Station Run Time Data (45 Lift Stations)	2.0	10.0	45.0
Review Oxidation Pond Flow Data	1.0	2.0	8.0
Estimate Average Sewage Flows by Lift Station	2.0	4.0	20.0
Prioritize Areas of I&I Problems	1.0	2.0	4.0
Task 3 - Preliminary Model Preparation			
Review Hydraulic Model Parameters	1.0	4.0	8.0
Identify Needed Information to Assemble Final Model	1.0	4.0	8.0
Develop List of Assumptions for Use in Model	1.0	2.0	4.0
Coordination Meeting for Agreement of Model Assumptions	8.0	8.0	8.0
Task 4 - Prepare Technical Memorandum			
Technical Memorandum that Summarizes Findings and Phase II Program Recommendations	3.0	6.0	16.0
Total Hours	47.0	133.0	330.0
Rate	\$264.39	\$198.60	\$137.77
Cost	\$12,426.33	\$26,413.80	\$45,464.10
		Total Fee:	\$84,304.23

2020-0188

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

RESOLUTION NO. 6505

A resolution certifying that St. Charles Parish has complied with the bidding procedures of Louisiana Revised Statutes 38:2211, et. seq., for the Paradis Canal Gate Project (BA-0209).

WHEREAS, St. Charles Parish solicited bids to construct the Paradis Canal Gate Project (BA-0209), in accordance with the bid laws of the State of Louisiana, including, but not limited to R.S. 38:2211 et. seq.; and,

WHEREAS, St. Charles Parish has submitted to CPRA the necessary procurement documentation during the implementation of each phase of the project.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby certify that St. Charles Parish has complied with the bidding procedures of Louisiana Revised Statutes 38:2211, et. seq., for the Paradis Canal Gate Project (BA-0209).

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

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

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 6th day of July, 2020,
to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: July 7, 2020
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: Mathew Powell
RETD/SECRETARY: July 8, 2020
AT: 12:47pm RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

PUBLISH: July 16, 2020

Public Notice

PUBLIC NOTICE
REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28. (As amended). The fee for performing these services shall be at a rate of 0.037 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of 0.029 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$58.61 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanups per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc. a fee of forty-three dollars and eighty six cents (\$43.96) per cubic yard will be assessed. An administration fee of \$36.63 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CIP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve-month period ending each November. The change shall become effective beginning with the period ending November 30, 2000. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees.

The following lots are in violation of parish ordinance Chapter 16, Article III Sec. 16-24 through Sec. 16-33:

Adrien M or Damou A. Smith (a lot of ground in Ama bounded by lot A)
Lot 35 (119 Amelia Street)
Nature of violation: Grass cutting & removal of debris

Ridge Land Properties LLC
Lot 4293 (Magnolia Ridge Road)
Nature of violation: Grass cutting & removal of debris

Tiffany J. Singleton
Lot G (123 Allen Drive)
Nature of violation: Grass cutting & removal of debris

William Edwards (Carolyn Drive Subd.)
Lot 72-A (311 Carolyn Drive)
Nature of violation: Grass cutting & removal of debris

American Bank and Trust Co.
Lot ADV1A (12401 HWY 90)
Nature of violation: Grass cutting & removal of debris

Richard Smith Est. (Flagville Subd)
Lot 11 (534 Courthouse Ln.)
Nature of violation: Grass cutting & removal of debris

Jeanette Evens Coleman (Elkinsville Subd.)
Lot 33 (338 Second Street)
Nature of violation: Grass cutting & removal of debris

Donald Lichenstein III (Townsite of Pardis Mosella)
Lot A (14497 Hwy 631)
Nature of violation: Grass cutting & removal of debris

Budget Automotive LLC c/o United Ocean Shipping INC
Lot 9 (15520 River Road)
Nature of violation: Grass cutting & removal of debris

PUBLISH: July 16, 2020

Public Notice

NOTICE OF PUBLIC HEARING

ST. CHARLES PARISH HOUSING AUTHORITY

Notice is hereby given that the St. Charles Parish Housing Authority will conduct a public hearing and invite comments on their proposed PHA Plan and Five-Year Plan.

The PHA Plan and Five-Year Plan will clearly state the mission, goals and objectives of the SCPHA and what they plan to achieve over the next five years, as well as give status report on the accomplishments and progress made during the previous five years. SCPHA will identify all the elements of the plan that were revised since the last submission of an Annual Plan. Every program and financial approach will be planned and detailed in the Five-Year Plan, including capital improvements, demolition and/or dispositions, homeownership programs, conversion of public housing, project-based vouchers as well as other housing needs. The agency plan and its attachments will be available for review at the main office of the SCPHA located at 200 Boutte Estates Dr, Boutte, LA 70039

Public Housing Residents, Housing Choice Voucher Participants and the public at-large are invited to attend and provide comments at the Hearing. The Public Hearing is scheduled as follows:

Monday, August 3, 2019 at 5pm

St. Charles Parish Court House, Second Floor

15045 River Road, Hahnville, LA 70057

Anyone wishing to speak about the proposed PHA Plan and/or Five-Year Plan is invited to attend the public hearing and voice his/her opinion. Additionally, submission of written comments must be sent to: St. Charles Parish Housing Authority, Attention: Leatrice Hollis, Executive Director/ P.O. Box 448, Boutte, Louisiana 70039

For additional information, assistance or other accommodations, please call (985) 785-2601.

PUBLISH: July 9 & 16, 2020

Public Notice

Monday, June 8, 2020
Council Chambers

BOARD OF COMMISSIONERS OF THE (9-1-1)
ST. CHARLES PARISH COMMUNICATIONS DISTRICT

PRESENT:

Major Sam Zinna, Sheriff's Office Representative
Chief Rodney Madere, Sheriff's Office Representative
Chief Tommy Barreca, Council Representative
EMS Director Michael Guillot, St. Charles Hospital Representative
Amber Walsh, Minute Clerk

ABSENT:

Chief Oliver Dufrene, Firemen's Association
Captain Johnny Bourgeois, Firemen's Association
Chief Craig Petit, Parish President Representative

IN ATTENDANCE:

Maj. Donnie Smith / Sheriff's Office
Ravenel Mixon / 9-1-1 Director
Amanda Pertuis / 9-1-1 Assistant Director
Arielle Lege / 9-1-1 QA Manager
John Campo / Campo Architects

CALL TO ORDER:

Major Zinna called the Monday, June 8, 2020 meeting of the Board of Commissioners of the St. Charles Parish Communications District to order at 5:00 p.m., which was held in the Council Chambers.

SILENT PRAYER & PLEDGE:

Time for a silent prayer was given followed by the Pledge of Allegiance.

Major Zinna noted that there were no meetings held in April or May due to COVID-19.

Motion was made by Chief Madere and seconded by Chief Barreca approving minutes of the meeting held on Monday, March 9th, 2020.

YEAS: ZINNA, MADERE, BARRECA, GUILLOT
NAYS: NONE
ABSENT: DUFRENE, BOURGEOIS, PETIT
Motion carried.

REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES:

A. SECRETARY/TREASURER REPORT:

No invoices were submitted.

B. 9-1-1 DIRECTOR'S REPORT:

Assistant Commander Amanda Pertuis gave a brief overview on personnel, maintenance, etc., for the 9-1-1 Communications Center.

C. 9-1-1 CENTER EXPANSION COMMITTEE

Mr. John Campo of Campo Architects gave a brief overview of the 9-1-1 Center Expansion Project leading up to the contracts being prepared for execution.

UNFINISHED OLD BUSINESS:

A. Motion was made by Chief Barreca and seconded by Chief Madere to approve a contract with contractor J. A. "Jack" Julius, Inc. for the 9-1-1 Center Addition and Renovation Project in the amount of \$1,491,500.00. In addition to the contract amount, approve Change Order #1 in the amount of \$130,500.00 for a whole building sprinkler system as required by the State Fire Marshal's Office.
YEAS: ZINNA, MADERE, BARRECA, GUILLOT
NAYS: NONE
ABSENT: DUFRENE, BOURGEOIS, PETIT
Motion carried.

NEW BUSINESS:

A. Motion was made by Mr. Guillot and seconded by Chief Madere to transfer \$251,000.00 from the Fund Balance to Acct. #652 (Buildings and Grounds) to cover the cost of Change Order #1 for the 9-1-1 Center Addition and Renovation Project and to establish a contingency fund therein.
YEAS: ZINNA, MADERE, BARRECA, GUILLOT
NAYS: NONE
ABSENT: DUFRENE, BOURGEOIS, PETIT
Motion carried.

B. Motion was made by Chief Barreca and seconded by Mr. Guillot to transfer \$40,000.00 from the Fund Balance to Acct. #656 (Office Equipment) to cover expenses for items charged to that account.
YEAS: ZINNA, MADERE, BARRECA, GUILLOT
NAYS: NONE
ABSENT: DUFRENE, BOURGEOIS, PETIT
Motion carried.

ANNOUNCEMENTS:

Major Zinna announced that the proclamation for the National Public Safety Telecommunications Week will be given at the Council meeting on Monday, June 15th.

Major Zinna announced that the 9-1-1 millage renewal is still scheduled for Saturday, August 15th.

Mr. Guillot wished to acknowledge 9-1-1 dispatch for keeping the EMS team safe during the COVID-19 crisis.

The next regular meeting will be held Monday, July 13, 2020 at 5:00 p.m. in the Council Chambers.

Motion to adjourn was made by Chief Barreca and seconded by Chief Madere.
YEAS: ZINNA, MADERE, BARRECA, GUILLOT
NAYS: NONE
ABSENT: DUFRENE, BOURGEOIS, PETIT
Motion carried.

There being no further business Major Zinna adjourned the meeting at 5:20 p.m.

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

ATTEST: [Signature]
SAM ZINNA,
PRESIDENT
ST. CHARLES PARISH
COMMUNICATIONS
DISTRICT (9-1-1)

ATTEST: [Signature]
JOHNNY BOURGEOIS,
SECRETARY/TREASURER
ST. CHARLES PARISH
COMMUNICATIONS
DISTRICT (9-1-1)

PUBLISH: July 16, 2020

St. Charles

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