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Norco infant battles cancer

Monique Roth Editor
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“She’s the happiest baby in the world. There’s no reason to ever think anything would even be wrong with her.”

What started as Blakely Estevez’s routine 9-month wellness visit led to the baby being diagnosed with cancer. And now her parents - Blake and Abigail Estevez of Norco - say the community’s overwhelming support and a bevy of donations has left them nearly speechless.

“You don’t think you’re ever going to be that family that needs it ... that needs help ... and then you log into Facebook and you see that people are already doing all these things for you,” Blake said. “I don’t know how this baby has so many people who love her ... she’s only been alive 9 months. She’s one lucky baby.”

The family’s cancer journey began on Jan. 27 when Abbie brought Blakely to the pediatrician for a wellness visit.

“Nothing has been wrong with her other than an

CANCER on 4A

Blakely Estevez with her parents,
Blake and Abigail.



Destrehan turns back Hahnville



TURN to 9A

HHS alum named LSU drum captain



TURN to 2A

DOTD describes frequency of bridge repair work as ‘unexpected’

Monique Roth Editor
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St. Charles Parish drivers and commuters have found themselves in an all too familiar predicament this month, as the Louisiana Department of Transportation and Development once again began performing work on the Hale Boggs Bridge.

Construction is progressing on southbound I-310 between LA 48 in Destrehan and LA 18 in Luling. Currently, the right lane is closed through Feb. 28, weather permitting, while crews patch the concrete deck along the bridge.

Facebook was abuzz with stories of motorists traveling as little as two miles in an hour and a half and bridge traffic backed up all the way down to



Currently, the right lane of the bridge is closed through Feb. 28.

Ormond.

Chris Welty, a DOTD public information officer, said the frequency of repair work on the bridge is a complicated matter.

“The Hale Boggs Bridge opened in

BRIDGE on 8A

After three years apart, military dad surprises son in class for 13th birthday

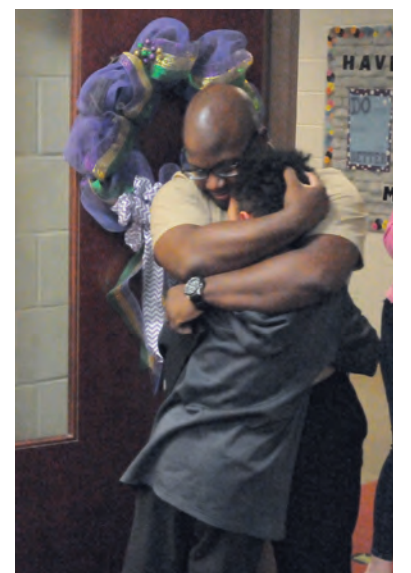
Ryan Arena Editor
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Xavier Johnson’s eyes lit up as did his smile as he darted across the classroom to embrace a very special, unexpected visitor.

For the first time in three years, Xavier and his father were together again.

Avery Johnson left home for military deployment in July of 2018, and hadn’t been back since. The three-year time period of being away wasn’t expected – or, at least for it to go uninterrupted. COVID-19 policies and quarantining put Avery in a position where he was unable to return, even briefly.

But he and Xavier were finally able to see each other, part of a birthday surprise planned by Xavier’s parents and Harry



Xavier and Avery Johnson embrace.

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St. Charles Parish Library rebounds from Hurricane Ida, increases in-person programming

Monique Roth Editor
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Families huddled in forts reading together, older children constructing Lego masterpieces and adult friends gathering to create unique home décor – St. Charles Parish Library Assistant Director Lauren Campo Pitz said they are all a welcome sight to library employees who have missed seeing patrons in the libraries.

When the coronavirus pandemic halted in-person opportunities for the library system, Pitz said employees did everything they could to offer a full library experience via take home activities and virtual sessions.

Still, she said, it wasn't the same. "We are all very excited to see patrons back in the library," Pitz said. "It's been great to just do what we really love to do. You form a lot of relationships with the patrons who come in and it's been great to be able to see them."

Pitz said the summer of 2021 first started to offer a sense of normalcy in the library system's six branches.

"Last summer we had a very successful



The St. Charles Parish library system has opened to more in-person activities.

summer," she said. "We thought it was going to be mostly virtual, but the COVID numbers were going down and we were able to pivot to doing some things back in-person."

Pitz said system employees usually take the

LIBRARY on 8A

Game day experience a special one for Hahnville alum, new LSU drum captain

Ryan Arena Editor
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For several Saturdays a year, Caleb Vedros wakes up eager to take in a special, and very unique, experience.

"You just look forward to having that opportunity to perform in front of 102,321 people," said Vedros.

That very specific number is likely familiar for LSU football fanatics: it's the attendance capacity at Tiger Stadium in Baton Rouge, where one of college football's most revered and well-known home game atmospheres is set. Vedros is part of that – and his role is growing larger.

The Hahnville High School alumnus and LSU senior was recently named the drum captain for the Golden Band from Tigerland. He'll be one of the key



Caleb Vedros

leaders of the 325-member band, which performs at all LSU football games, home or away, and is responsible for "Tiger Rag," "Fight for LSU", "Hey, Fightin' Tigers" and other iconic tunes

DRUMMER on 8A

EPA ramps up local emissions monitoring, unannounced inspections

Monique Roth Editor
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This week the Environmental Protection Agency announced it will invest more than \$600,000 to procure mobile air pollution monitoring equipment for Louisiana's parishes along the Mississippi River corridor.

A press release stated that the EPA would be deploying the monitors "specifically in Mossville, St. John the Baptist Parish and St. James Parish, among other communities located in the south."

The agency said the equipment will measure volatile organic compounds, including air toxics, and "will dramatically improve EPA's ability to measure pollution quickly and assess situations in real-time." The monitoring plan was announced in conjunction with an agency-wide action of unannounced inspections.

The news of increased monitoring comes on the heels of EPA Administrator Michael Regan's Journey to Justice campaign, which included stops in St. John

the Baptist and St. James parishes in November 2021.

"To ensure facility compliance with environmental laws, the Administrator directed the Office of Enforcement and Compliance Assurance to aggressively use its authority to conduct unannounced inspections at suspected non-compliant facilities, as needed, to protect public health," an EPA press release stated. "As previously announced, the Agency is also directing resources to better protect people and public health in overburdened areas across the nation, making \$20 million in grants available from the American Rescue Plan to enhance local air monitoring for pollutants of greatest concern in communities facing health disparities."

The EPA said all actions, "which range from policy changes to community-driven efforts, reflect Administrator

EPA on 8A

Residents struggle with hurricane insurance claims

Slow responses to claims and a lack of communication. A revolving door of insurance adjusters assessing damages. Low payment offers with arbitrary depreciation.

For many River Parish residents, it was bad enough to have their homes seriously damaged and, in some cases, completely destroyed by Hurricane Ida. In the long path of rebuilding, having to battle with the insurance company just adds another complicated and often time-consuming layer.

Luling attorney Loyd Bourgeois has a unique perspective on insurance claims. He has worked hurricane claims for Katrina, Rita, Issac, Laura, Delta, and Zeta. First, he worked for a New Orleans firm defending insurance companies and then opened his own firm in Luling and began fighting for homeowners. With Hurricane Ida, he has had to file his own claims after sustaining major damage to his business and his home.

"I've really seen and worked these claims from every angle at this point," he says.

Bourgeois reports having a steady stream of calls in the past few months from desperate homeowners who are scared they will not recover sufficient funds to rebuild their homes. He says that many times the insurance company's initial adjustment ignores obvious damages and underpays other items. He can understand their frustration because he is going through the same thing.

Bourgeois wanted to get a better idea of the experience of residents with their insurance companies in the aftermath of Hurricane Ida. So, he conducted online surveys at the one month and three-month points after the storm.

The average survey respondent reported that the insurance companies initial estimate would only cover 55% of the amount estimated by the contractor to be needed for repairs. The average grade given to their insurance



For more information about hurricane insurance claims and for the full results of Bourgeois' insurance claim surveys, visit his website at www.LJBLegal.com.

company was a D. The same average grade was given at the one-month mark. Bourgeois said he was slightly surprised that the results of the survey changed so little. In the one-month survey, 31% of people thought their insurance estimate was fair. In the three-month survey, that number only rose to 37%. He expected that number to rise higher as insurance adjusters had time to catch up and as people began receiving supplemental payments. But that was not the case.

Bourgeois' main advice to residents is that they may not need a lawyer, but they do need to know their rights. Originally, most of the people calling his office did not need to hire an attorney, and he let them know that. They just needed some guidance. However, as time goes by, he is receiving more and more calls from people who are at a total standstill with their insurance company along with many who likely have "bad faith" claims. When an insurance company wrongly delays or denies a valid claim, they're acting in bad faith. Insurance companies found to be acting in bad faith can be forced to pay additional penalties to the homeowner.

"It's impossible to give blanket advice because almost every policy is written differently, and no two insurance companies handle their claims in the same way. But there are some things you can do to help protect yourself," Bourgeois

INSURANCE on 8A

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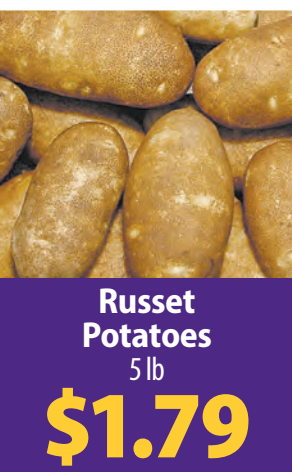
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Rotary Club pivots plan for schools’ partnership, welcomes guest speakers to kick off new year

Monique Roth Editor
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The Rotary Club of St. Charles Parish kicked off 2022 with a new plan on how to partner with district schools and guest speakers who spoke to members about important local matters.

Rotary Public Relations Chair Kelsey Pollock said because the 2021-2022 school year was another year affected by the coronavirus pandemic, the club had to once again suspend the mentorship program they had established with local public schools.

“The uniform collection is a new grant project we began in July 2021,” she said. “Our club wanted to continue our partnership helping SCPPS students in need, and we have collected over 200 new uniform items - shorts, pants, shirts, socks, and undergarments. Some were distributed to schools directly and the rest were given to the school board. The response has been positive and appreciative even more so in the aftermath of Ida when students need them more than ever.”

The club meets weekly at the Cypress Lake Country Club in Destrehan, and in January they welcomed Lt. Governor Billy Nungesser and



Lt. Governor Billy Nungesser (top) was a recent guest speaker at St. Charles Parish’s Rotary Club. The club has been busy collecting school supplies for local children.

Congressman Garret Graves as guest speakers. Pollock said Graves discussed Hurricane Ida relief efforts, infrastructure, flood insurance rates, flood protection and other issues impacting St. Charles Parish, while Nungesser spoke on travel programs his office has launched to help tourism rebound from the effects of the pandemic.

438 homes were sold in St. Charles Parish in ‘21

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The real estate market in St. Charles Parish remained favorable for both buyers and sellers in the face of the coronavirus pandemic in 2020, and now the numbers are in on how the market fared in 2021 and outlooks are positive on what 2022 will deliver.

There were 438 parish homes sold by realtors in 2021. Prices ranged from \$40,000 - \$735,000, with the average sales price at \$250,000. The average price per sq. foot of living area was \$140.

Regina Allemand, a realtor with Latter & Blum, said last year homes sold within 1 percent of the list price and there were 31 listed new constructions that sold with prices ranging from \$224,000 to \$525,000. They averaged \$180 per sq. ft.

“The St. Charles Parish real estate market has continued to be steady considering our obstacles of COVID and Hurricane Ida,” Allemand said. “Recovery has been slower than expected by many homeowners who hope to have had their homes on the market by the start of 2022. Homes have come on the market with repairs still pending - several coming on gutted and reduced pricing.”

Allemand said pricing has come to a plateau from the aggressive rise in home pricing in the spring and summer months of 2021.

“This was reflective of the low interest rates and lack of inventory pushing the prices for



Regina Allemand (Left) and Wendy Benedetto (right)

homes higher,” Allemand said. “Hurricane Ida blew in and blew this unprecedented market uptick away. Many of the pent-up buyers who were left out pre-Ida had a different market to look at.”

Allemand said buyers who used reserved home buying funds for evacuation and for repairs on their personal properties and belongings now have less money for down payments and closing costs.

“Coupled with an increase of COVID cases and job security from the damages of Ida, this has left the market in an uncharted territory of sales prices,” Allemand said. “Properties are coming on the market and selling many with multiple offers. Once again buyers are

REAL ESTATE on 8A

CANCER from 1A

ear infection ... she’s a perfect baby,” Blake said. “Abbie had noticed a lump in her belly - she had noticed it in the past and brought it up, but the doctor had pressed on it and it didn’t cause Blakely any pain and so it wasn’t really a concern. After the wellness check Abbie asked about it again ... she didn’t plan to ask about it, but she did, and the doctor said, ‘Let’s schedule an ultrasound.’ That’s where things kind of took a turn.”

Blakely was sent to Children’s Hospital to get blood work and a CT scan. After the tests were complete, it was determined that she had a tumor on her left kidney and a small lesion on her right kidney.

Abbie announced Blakely’s diagnosis on a Jan. 28 Facebook post.

“We got the news that no parent or really anyone wants to ever hear,” she wrote. “The big ‘C’ word. Blakely has been diagnosed with a Wilms tumor.”

Blake said doctors decided to start with six weeks of chemotherapy to shrink the mass on Blakely’s left kidney before removing it and to hopefully “kill” the lesion on her right kidney before it progresses. Chemo will start this week.

Blake said the couple was somewhat comforted by the doctors’ prognosis.

“They were pretty positive,” he said. “When you get bad news like this it’s weird because you start highlighting the little good things in the bad ... but we know it hasn’t spread to any other part of her body and a that a Wilms tumor has a good prognosis ... it’s like a 90 percent survival rate even in stage 4.”

News of Blakely’s diagnosis spread fast around Facebook and within the St. Charles Parish community. Over \$60,000 has been gathered through a GoFundMe for the family, and numerous fundraisers and raffles are also taking place. Destrehan Nutrition announced on its’ Facebook page that it would be collecting donations for the family, and a meal train has also been established to help with feeding the family.

And while there is never an opportune time for your child to be diagnosed with cancer, the news strikes the Estevez family at a particularly terrible time – the family is currently in



Blakely Estevez has a tumor on her left kidney.

a lapse of health insurance.

Abbie was scheduled to go back to full-time employment as a pediatric occupational therapy assistant this week. She went down to part-time after Hurricane Ida because Blakely’s sitter’s house was destroyed. Abbie was set to carry Blakely on her insurance, since Blake is a fireman who just switched jobs and is currently in the 60-day window in which he doesn’t have health insurance.

With Blakely’s diagnosis, many questions remain about Abbie’s ability to work full-time now.

“I live for helping kids,” Abbie said. “Little did I know I’d now be on the other end ... as a parent rather than a therapist. To see some of my own patient’s families help us is amazing and strange at the same time. Both Blake and I are just very used to being the ones that help others ... and we both hate asking for help. So to open up Facebook and check our phones and see how much was already done for use was so crazy and we are beyond thankful.”

On top of everything else that is going on, the family is currently living in their gutted home – compliments of Hurricane Ida. Even still, the couple said they are extremely grateful for all of the help, messages and donations they’ve received.

“It’s been stressful, but she doesn’t seem to mind,” Blake said laughing as Blakely giggled and babbled loudly in the background. “Thank you is not enough, but that’s all there really is to say though. We’re going to get through this together.”



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Obituaries

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Champagne

Jerry Charles Champagne, Jr. passed away unexpectedly yet peacefully at his home in Luling, Louisiana on Tuesday January 25, 2022.

Jerry, aka “Peck”, was a lifelong resident of Luling and was the son of the late Jerry C. Champagne and the late Sylvia Perrerr Champagne. He was the husband of Tracey Basinger Champagne and the brother of Sheriff Greg Champagne (Alice), Morris Champagne (Bridget) and Catherine “Katie” Champagne Funck (Frank). He was also loved by his stepmother Melva Kinler Champagne. His joy was his niece Rochelle Champagne Fahrig (Jody) and his nephews Gregory Champagne, Jr. (Emily), Brandon Champagne (Callie), Blake Samaha (Courtney) and Brent Samaha.

Jerry was a graduate of Hahnville High School and Nicholls State University where he earned a Bachelor's degree in Finance. He was employed at Shell as a financial analyst for the past 25 years. “Peck” loved hanging out with family at the beach, at barbecues, seafood boils and at the camp. He enjoyed cooking and dart tournaments where he was respected for his accuracy.

Relatives and friends are invited to attend the Mass of Christian Burial on Monday, January 31, 2022 at Holy Family Catholic Church on Lakewood Drive in Luling beginning at 12:00 P.M. Visitation will be held from 9:00 A.M. until funeral time at 12:00 P.M. with Father Stephen Dardis officiating. Interment will be at St. Charles Cemetery on Paul Maillard Road, Luling, Louisiana.

Arrangements by L. A. Muhleisen & Son Funeral Home. To share memories or condolences, please visit www.muhleisen.com



Kappel

John William Kappel, known as Dutch, was born into eternal life on Tuesday, January 25, 2022 at the age of 87. He was born August 25, 1934 in Mineola, New York. Husband of Ernestine Robert Kappel and Father of Kurt Kappel and wife Lisa Rana, Todd Kappel and wife Marlena Kappel, Joni Moss and husband Brian Moss and the Grandfather to Brock Kappel, Seth Kappel, Georgia Moss and Nora Moss. He was also the Uncle to 23 nieces and nephews. He was preceded in death by his parents Adam and Katharina Kappel.

Native of Mineola, New York, he graduated from Peekskill Academy, served in the United States Navy, was a Korean War Veteran and got his mechanical engineering degree from Worcester Polytechnic Institute in Worcester, MA. Upon graduation, he worked for GM, and then for Boeing on the moonshot project in New Orleans where he met his wife of 56 years. They lived in East Hampton, NY for 16 years, where he was a volunteer firefighter and member of the VFW. In 1981, they moved to Ama, LA. He was a resident of Ama for over 40 years and active in the community. He was a member of the American Legion, Knights of Columbus, volunteered often within the community and was a friend to everyone he met. He enjoyed life to the fullest and loved his family, golfing and playing cards with his buddies. He always had a joke ready and could make anyone laugh. He was loved by all and will be deeply missed.

A funeral mass will take place at St. Mark's church in Ama on Friday, February 11th at 11:00am. The burial will immediately follow at Holy Rosary cemetery in Taft, LA.



SURPRISE from 1A

Hurst Middle School – Xavier turned 13 on Thursday. Hurst Principal David Schexnaydre popped into the former's science class to offer happy birthday wishes.

He told Xavier there was a special surprise for him, and was there ever. Some tears flowed from classmates and teachers during an emotional moment, but there was nothing but joy from father and son.

“My emotions are all over the place,” said Avery, minutes before surprising Xavier. “I can’t pinpoint one ... it’s happiness, anxiousness, an overwhelming feeling of joy and pride. I’ve been away so long, but hearing about how he’s come up, how much people love him and say what a great kid he is ... I’m such a proud dad to know he’s doing what he has to do while I’m away ... mostly, it’s a lot of excitement.”

It’s been a difficult three years, said Avery.

“(Being away from him) has been one of the hardest things ever,” he said. “I made that decision to serve the country, and also to be a father ... ever since I left, it’s been a non-stop sacrifice. Nothing about it is easy.”

Avery said the return home was made possible now that some COVID military policies have changed, and the first chance he had to take the opportunity, he did. He was first deployed in July of 2018. In 2020, he was quarantined in Guam for five months due to the coronavirus outbreak upon the U.S.S. Theodore Roosevelt aircraft carrier. Later, with Louisiana at different times being considered a COVID hot spot, he was denied permission to visit family back home.

“Then there was another deployment for eight months,” Avery said. “But it’s all worth it to see him today.”

But this was just part one of Xavier’s birthday surprise. Part two awaited outside.

In addition to his father, Xavier also loves cars – and he’s got good taste.

“The fiancé of a co-worker of mine has a Corvette and let us borrow it,” said Lacie Carmouche, Xavier’s mother. “(Avery) is going to take him home in it ... Xavier loves all the exotic, expensive cars. So, it’s really icing on the cake for him.”

Gavin Blakley and Maci Bourgeois



lent the Corvette for the occasion, and it indeed hit the mark. Xavier saw the car and was on Cloud 9 for a second time.

While the car was a highlight, though, the reuniting of a father and son was the day’s main event.

“(Xavier) doesn’t really express openly if it bothers him, but I know he wishes his dad were here,” Carmouche said. “The good thing now is we have things like Face Time when he’s away ... it’s not the same, but it’s good to have. When they talk on that, he’ll usually go off into his room and talk, just him and his dad ... it makes it special to be able to see them together.”

Schexnaydre said Carmouche reached out before Hurricane Ida to set up the Corvette surprise, and the idea was expanded upon from there.

“They wanted to surprise Xavier at the end of the school day and I told her, hey, this is Harry Hurst, we’re extra about everything,” said Schexnaydre with a smile. “So, let’s take this up a notch and go surprise him in class. She was all on board.”

Once Ida hit, the original date planned on was postponed, but that enabled the idea to blossom into a birthday surprise.

“It was hard for me to keep it a secret,” Schexnaydre said. “I couldn’t tell anyone. When you get a chance to do something like this, you’ve got to make sure everything’s perfect ... he’ll remember this day for the rest of his life, and I’m just glad we were able to play a small, small part in it.”

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BRIDGE from 1A

1983,” he said. “When constructed, a special asphalt mix was used to withstand Louisiana’s traffic and hot summers, but the surface life was only 10 to 15 years. Ultimately, DOTD determined that was too short and built test sections to experiment with other asphalt mixes and concrete.

“The entire bridge deck was eventually resurfaced with concrete, which typically has a better surface life than asphalt. DOTD continues to study the bridge’s surface, as the development of potholes in concrete placed in 2016 is unexpected.”

Welty said DOTD has addressed potholes in the concrete decking with asphalt.

“Although this was a temporary fix, it allowed DOTD to patch areas with minimal disruption to traffic,” he said. “Now, concrete is being used for the repairs. When patching is complete in the southbound right lane, work will move to the southbound left lane. After that, work will start on the northbound deck.”

As motorists choose alternative routes and become more familiar with the construction zone, Welty said, delays are expected to shorten.

“We ask drivers to be patient as we work to improve their commute and we ask them to choose alternate routes when possible,” he said. “Drivers are encouraged to download the free 511 LA app on their smartphones or visit 511la.org before getting on the road. 511 provides continual updates about weather-related road conditions, road work, commercial vehicle restrictions, road closures, and other travel information.”

Welty said MyDOTD is another tool people can use to stay connected with DOTD and up-to-date on local projects, lane and road statuses, and other DOTD activity. Sign up and customizable alerts are available at wwwsp.dotd.la.gov.

DRUMMER from 2A

cued up during the Tigers’ battles on the field.

“Being in the band has been a great experience ... when I got here and started experiencing it, it reminds you how much people look forward to game day,” Vedros said. “For me, it’s a huge deal and a privilege to be able to be a big part of that for someone.”

Vedros recently learned through e-mail that he had been named drum captain, and he admitted he wasn’t expecting it.

“I was pretty surprised because we had about eight or nine people going for it, and some really good people at that,” Vedros said. “So, it was surprising, but it’s also really exciting.”

Part of his new responsibilities will be writing parts of the Tiger Band shows involving the drum line, as well as holding summer clinics and assisting in auditions.

Vedros began playing music as a fourth grader – he would play bass guitar at his church. When he arrived at J.B. Martin Middle School, his mother informed the band director that Vedros wanted to join the band, and that he played bass.

“She took it as bass drum and not bass guitar,” Vedros said. “So, a bit of a miscommunication, but that got me started playing percussion.”

It was a happy accident, as it turned out. Vedros was also part of band leadership at Hahnville High,



where he said he adopted several positive habits and traits thanks to having some very good teachers.

“Eric Gueniot and Michael Danigole really instilled leadership qualities and things I’m applying today, five years later,” said Vedros of his former band directors. “I have to give them a lot of credit ... I feel like I was developed really well. As a kid, you’re trying to set the best example you can, but you have so much to learn and they taught us all a lot.”

Once he arrived at LSU, he began working his way up. He auditioned his first year and focused on a goal of being on the drum line. He began by playing the symbols before ultimately moving to the bass drum in 2019, where he’s been since.

His first experience at Tiger Stadium for an LSU game came during his senior year at Hahnville. So many games later, his appreciation for the atmosphere there has not

dulled.

“As far as I’m concerned, you’re performing in front of some of the best fans of any fanbase out there, and anyone who has been on that field for pregame and has heard how loud it gets will agree with me on that,” Vedros said.

The one thing he’s always enjoyed about being part of band, at any level, is the feeling of camaraderie that grows as the group endures hours and hours of practice and preparation together.

“When you’re around each other as much as we are in the drum line, it’s really hard to not become a family,” Vedros said. “You’re going to Tiger Stadium on game day, having people roar in your face because you’re in the Golden Band from Tigerland, and you’re getting to experience it with people you consider family, it’s really one of the best feelings ever.”

He hopes his new role enables him to give back to a program he says has given him so much over his time at LSU.

“I’m thankful I have that opportunity,” he said. “It’s provided me with so much in terms of development, in terms of meeting so many people and in terms of just having a great time. There have been so many memories made just over the past four years ... all of that is just untouchable.”

LIBRARY from 2A

month of August to regroup after the intense summer schedule.

“We were ready to hit the ground running in September but then the hurricane hit,” she said. “So that obviously pushed back our timeline.”

The library branches in Hahnville, Destrehan, Paradis and St. Rose reopened Sept. 28, with the Norco branch reopening Oct. 6.

Luling’s West Regional Library, which suffered the most damage in Hurricane Ida, remains closed. Pitz said hopes are it will reopen before the summer.

“But we’re rocking and rolling everywhere else,” she said. “We’ve got things going on for all age groups. We had a few events in the second half of October, but most of programs, including story time, started back in November.”

Pitz said library employees are thrilled to welcome more and more people each month back into the branches.

“It’s wonderful,” she said. “We had a meeting this morning and most of our supervisors at our branches were just telling us just how many more people have been coming in. It’s so wonderful to have more life back in the library. We’re so happy to be catching up with people we haven’t seen in a while.”

Some programs the library system has held since reopening after Hurricane Ida include Family Reading Forts at the St. Rose Branch, Lego Club at the East Regional Library, story time and Art Squad at the East Regional Library and Fall Wall Plaque craft for adults at the Norco Branch.

Pitz said planning for summer programming will begin in the next few weeks.

For more information on library offerings, visit the system’s Facebook or website at myscpl.org.

INSURANCE from 2A

says. He recommends to his clients that they primarily communicate with their insurance company in writing. When speaking on the phone, record your phone calls with the insurance adjuster and after the call, send an email to the adjuster with a summary of your phone conversation. If you call and are unable to speak to anyone, send an email documenting that as well.

Bourgeois says, “The more money you can get from the insurance company before formally hiring a lawyer, the better off you will be. You also want to make sure that the attorney is not taking a percentage of your entire claim, but only charging based on the amount that the payment increased after hiring the lawyer.”

Attorney Loyd Bourgeois will be guest speaking at two St. Charles Parish Department of Community Services hurricane help information sessions. Anyone who is still struggling with the aftereffects of Hurricane Ida, has unanswered questions, or needs advice for their next steps is invited to attend. Sessions will be held on February 3 at 11 am at the Killona Community Center, 201 LA Hwy 3141, Killona, LA and February 8 at noon at the St. Rose Community Center, 608 Mockingbird Lane, St. Rose, LA.

For more information about hurricane insurance claims and for the full results of Bourgeois’ insurance claim surveys, visit his website at www.LJBLegal.com.

REAL ESTATE from 4A

experiencing a sellers market, as was in pre-Ida. With the forecast of interest rates rising - it becomes more competitive to find just the right home now.”

Wendy Benedetto, another Latter & Blum realtor, agreed.

“Interest rates are moving up,” Benedetto said. “While I just closed a sale at a 2.75 percent rate, we were also just quoted a 3.25 percent and could continue to rise ... (but) homes are selling faster than ever due to the amount of homes for sale being low in inventory and buyers ready to buy.”

She said current market issues involve residents trying to put their homes back together following Hurricane Ida, fighting with insurance adjusters and waiting on answers.

“Another issue we could face is ... those who lived in a non-flood zone and did not have flood insurance ... it could cost buyers

an exorbitant amount of money to obtain (flood insurance), causing homes to not sell quickly,” Benedetto said. “However, those homes do still sell. Homes that were hit with Ida may come on the market ... most will be redone and be more attractive to buyers, but I feel buyers are going to be very mindful to how repairs were done and expect to see receipts. Patience will need to be present when building or purchasing a home.”

Benedetto remained positive about the long-term outlook of the local real estate market.

“All in all we are going to be fine,” she said. “We still have top-rated schools and low crime. St. Charles Parish has lots to offer. We have the best real estate agents locally that know how to represent our community. We were hit hard from Ida, but I do see a comeback.”

EPA from 2A

Regan’s commitment to deliver environmental justice and work towards building a better America, and are part of the Biden-Harris Administration’s whole-of-government approach to addressing these issues in communities that are marginalized, underserved, and overburdened by pollution.”

The EPA also plans to take actions in Texas and Mississippi.

“In every community I visited ... the message was clear - residents

have suffered far too long and local, state, and federal agencies have to do better,” Regan said. “The pollution concerns have been impacting these communities for decades. Our actions will begin to help not only the communities I visited on this tour, but also others across the country who have suffered from environmental injustices.”

Destrehan snaps rivalry streak, beats Hahnville

Win brought Destrehan to 21-4, was first win in HHS/DHS matchup since 2018



Destrehan's Calvin Bullock contests a shot in the lane by Hahnville's Jai Johnson.

Ryan Arena Editor
ryana@heraldguide.com

Destrehan's Calvin Bullock smiled as he took in the scene. "Coach has been telling us from day one we had a chance (to contend) this season," Bullock said. "And I feel like we do have a chance. I believe it." In front of a full

house at the Wildcats' home gym Friday night, Destrehan made quite the statement that it could be on the way to doing just that this postseason. Behind a stout defensive effort, Wildcats defeated rival Hahnville, 54-41, Destrehan's first win over Hahnville since January of 2018, snapping an eight-game Tigers winning streak in the rivalry. Leslie Jefferson scored 15 points for Destrehan. Kaden Nickelson scored 13, Devin Fourcha scored 10, Daniel Blood nine and Bullock eight. Jefferson and Bullock combined to score 12 in the fourth quarter as Destrehan put the Tigers away. DaQuan Price and Jai Johnson scored nine and Cameron Lumar seven for Hahnville (15-11, 5-2). Consistency on defense was the name of the game for DHS, which allowed no more than 13 points in any quarter. The win spurred Destrehan to an overall mark of 21-4, by far the Wildcats' best mark at this point in a season in many years. Two years ago, Destrehan finished 6-21, and Troy Green was named the Wildcats' new head coach

"They got us the first time, but we said if we keep grinding, we're gonna get them back."
— Calvin Bullock

for the following season. Not even two full seasons later, the turnaround has been stark. Of the team's four losses this year, one came in the Wildcats' first game of the new year, by a 69-56 score at Hahnville. "They got us the first time, but we said if we keep grinding, we're gonna get them back," Bullock said. "And we did tonight."

Green said his players showed how much they've come together in the performance Friday. "We've been trying to preach to these guys about what it is to be a team, and they showed what that is tonight," Green said. "When you have a team, sometimes you don't know who's going to excel. You have to



Leslie Jefferson of Destrehan dishes off on a drive.

DHS/HHS 10A

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Hahnville holds off Destrehan behind strong defense in fourth

Tigers pull away in game's late stages, look to finish strong leading up to postseason

Ryan Arena Editor
ryana@heraldguide.com

After a lopsided Hahnville victory in the first meeting between Hahnville and Destrehan, the Ladycats came out much stronger in game two and gave their archrival a fight.

But a stingy defensive performance in the fourth quarter by the Lady Tigers paved the way to victory as Hahnville ultimately captured a 53-38 victory at Destrehan.

Kourtney Irons and Niara Simmons each had 14 points for Hahnville. Reagan Harrold added 11.

Breion Richard led Destrehan (7-12, 2-7) with 18 points. Chelsea Dangerfield had eight.

Destrehan hung tough in this one, improving by several lengths over the first game between the two to kick off the new year – Hahnville won that one 64-39, but on Friday night, the Tigers held just a 39-31 lead headed into the fourth quarter.

That eight-point lead stuck until Niara Simmons sparked the Hahnville offense, a basket in the lane pushing the Tigers (16-13, 6-3) ahead 44-34. Irons sank a jumper a short time after to push the lead to 12. Harrold drove into the lane and dished to an open Genesis Lee, who banked it in to make it 48-34. Harrold's own score on a jumper gave the Tigers their largest lead of the night, a 16-point advantage.

“They played with their hearts and that’s all we can ever ask for.”

— Arrianna Smith

“She made some key plays, some crucial drives and dish-offs, especially in the fourth quarter,” said Hahnville head coach Arrianna Smith of Harrold. “I thought everyone really played together in the fourth quarter. That’s what we’re looking for every night ... I thought this was going down to the wire, but they really stepped forward.”

Harrold said the team was pressing offensively and had to take a step back.

"We started rushing a little bit,"



Reagan Harrold of Hahnville handles the ball against Destrehan's Kali White.

Harrold said. "Once we spread it out and looked at what we had, set screens and drive, everything kind of opened up. We needed to take our time."

Richard finally broke up the Tigers' run with a pair of free throws, but the damage was done – Hahnville's defense dug in and held Destrehan to seven points in the final quarter.

"I wish I could say, 'it was the defense,' but really it was them," Smith said. "They had to fight. They played with their hearts and that's all we can ever ask for."

Smith said that without a key starter in Ah'jaia Kenner, who was sidelined for the game, others needed to step forward.

"I knew it would be a battle, without (Kenner) we needed to figure out some different things," Smith said. "I thought a lot of people stepped up tonight."

The Tigers are pushing toward the playoffs, but for the first time in awhile, the defending District 7-5A champions will not wear that crown again in 2022. Hahnville has three district losses, but

that does not make the stretch run any less important.

“It’s disappointing that we can’t so much win it, but we can mess some

things up and make some trouble for people," Smith said. "We'll be looking for the girls to really finish up strong and head into the playoffs on a roll."

DHS/HHS from 9A

feed off one another.”

And one who excelled was Jefferson, who Green said had a breakout performance in the rivalry showdown.

“This was a coming out party for him,” Green said. “We’ve been talking to him ... he’s been up and down for us. I have confidence in him ... we had a long talk the other day. He has to trust himself and listen to the coaches. And when he does, look at what he can do. You saw it tonight.”

Green wasn't the only one impressed by Jefferson's night.

"He made some tough shots tonight ... he sparked them, big time," said Hahnville head coach Yussef Jasmine. "I thought he did a phenomenal job."

While Jefferson's hot shooting guided his team late, it was Daniel Blood who had the early hot hand for Destrehan. He registered the first basket of the game on a 3-pointer; he added a deep 3 and then another from the corner – the latter gave Destrehan a 13-4 lead, and the fans reason to ignite.

"Daniel had confidence in himself ... he made those shots and got the crowd going," said Green. "The student section really gave us a lift, gave us energy tonight. We fed off that and built that lead early."

A Price putback got Hahnville stirring on offense, and the Tigers pulled within four, 15-11, at the end of the first quarter. That advantage held into the half, DHS taking a 24-20 lead into the break.

Jai Eugene scored on a pull-up jumper to get the Wildcats going in the third quarter. Cincere Simmons answered with a bucket at the other end.

With Destrehan up by three, Makylon Smothers scored a basket that kicked off



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Boards of a feather

Monique Roth Lifestyles Editor
moniquer@heraldguide.com

They feature meats, cheeses, savory offerings, sweet accompaniments, home-grown contributions, seasonal treats and crackers – and they’re currently all the rage.

Charcuterie boards have grown in popularity in recent years, and Montz resident Monica Carruth is one face behind many local boards.

Carruth started Bluebird Boards in 2021, and ever since her Facebook page has been filled with colorful pictures of her culinary creations.

“It’s been almost a year now,” she said of when she started creating boards. “I really just started making them for friends and family, but as I started bringing them to different gatherings and events people kept telling me, ‘You should make these and sell them.’”

Carruth said the name behind the boards is simple. “I’ve just always loved birds,” she said laughing. “Especially bluebirds, which we don’t really see around here. We recently bought a place in northern Mississippi and when I was looking out the kitchen window one morning, a bluebird landed right outside the window. I’d been thinking about whether or not to kick off the board business, and it just seemed right at that moment. Kind of cheesy I know ... but it’s totally true.”

As her boards gained more attention online, Carruth said a steady stream of orders were generated by word of mouth. Already a full-time employee, Carruth said the opportunity to create the boards serves a purpose

other than employment.

“I love doing it ... it doesn’t feel like work or like a job,” she said. “It’s totally a creative outlet for me.”

Many of her boards feature things Carruth pulls straight from her gardens – including both herbs and edible flowers.

“I love food and I love flowers,” she said. “I love being in my kitchen and in my garden, so it’s a combination of my favorite things. I grow the edible flowers and the herbs outside. It’s so much fun for me to do.”

Carruth said she draws inspiration for her boards from seasonal fruits, blooming flowers and local flavors, as well as the people around her. Last Father’s Day her offering of a Cajun-inspired meat board was a big hit.

“I have to give credit to my husband for that,” she said. “Every time I made a board he would be like, ‘Where’s the meat? You need a board that would be something guys would be in to.’ For that one he definitely inspired me.”

Carruth said the fixings for the Father’s Day boards, as well as many of the other products she likes to keep on hand, are found from local vendors across the River Parishes.

“They really inspire people to try different flavors and they can spark conversation,” she said of charcuterie boards. “And now at every family gathering I’m expected to bring one.”



Monica Carruth started Bluebird Boards in 2021.

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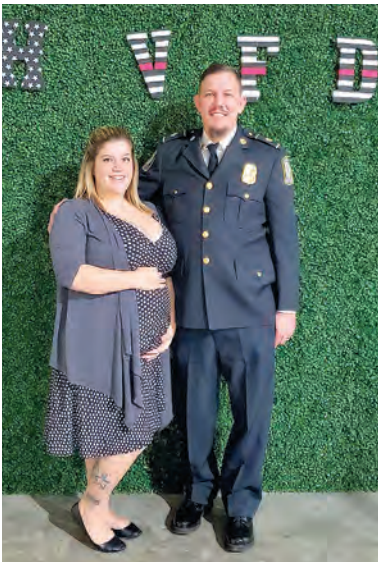
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Harper Rose celebrates her 4th birthday at Disney.

The DHS cheer team competes in Baton Rouge.

Easton eats some Sour Patch Kids.

Finn is feeling Sunday vibes.

Abel Fullerton said it's never too cold for ice cream.

Mark's 62nd birthday with his kids and grandkids.

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Public Notice

PUBLIC NOTICE

Sealed bids will be received by St. Charles Parish Sheriff's Office up to 10:00 A.M., Thursday, February 15, 2022 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.centrauctionhouse.com> for:

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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.centrauctionhouse.com>.

Bids should be plainly marked on the outside of the envelope: "JANITORIAL & INMATE SUPPLIES".

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: January 27, 2022 & February 3, 2022

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

Sealed bids are requested by St. Charles Parish School Board from general contractors for construction of:

**ETHEL SCHOEFFNER ELEMENTARY SCHOOL ROOF
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140 Plantation Road
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Bids will be received at the **St. Charles Parish School Board**, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at **9A.M., LOCAL TIME, on Thursday February 24, 2022**, at which time the bids will be publicly opened and read aloud in the **Dufresne Conference Room**.

B. BID DOCUMENTS AND DEPOSITS

Complete Bidding Documents may also be obtained from **City Blueprint and Supply Co. - 1904 Poydras Street, New Orleans, LA 70112, 504-522-0387** upon payment of a deposit of **\$150.00** check made out to "City Blueprint and Supply Co." for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders.

Bidding documents are also available at www.stcharles.k12.la.us under "Resources," select "Online Bids, RFP's, etc."

All other questions regarding the scope of work of the project should be directed to the Project Architect in writing via email only: scott@weltyarchitecture.com.

C. BID SECURITY AND PERFORMANCE AND PAYMENTS 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 Parish School Board 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 **St. Charles Parish School Board Dufresne Conference Room, 13855 River Road, Luling, LA on Tuesday February 15, 2022, at 11A.M.** Attendance at this pre-bid conference is **MANDATORY**. Site visit to follow directly after the meeting.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: January 27, 2022
February 3, 2022
February 10, 2022

St. Charles Parish Public Schools
Alex L. Suffrin, President
Dr. Ken Oertling, Superintendent
13855 River Road, Luling, LA 70070

Public Notice

I, Daniel Deese, DOC# 590240, have applied for clemency for my conviction of Manslaughter. If you have any comments, contact the Board of Pardons @ (225) 342-5421.

Publish: January 20, 27 and February 3, 2022

Public Notice

"Anyone who believes they have a claim to the Succession of Barry Guidry please contact Atty. Michael Joseph at 504-226-2296."

Publish: January 27 and February 3, 2022

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON FEBRUARY 3, 2022 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

POSTPONED CASES:

2022-1-MIN requested by **Stafford & Kristie Lucky** for resubdivision of two lots into one, with waivers from lot width and required side yard. **85 Wade Street, Luling**, Zoning District R-1A. Council District 7.

NEW CASES:

2022-2-MIN requested by **Dolores Hamilton** for resubdivision of a portion of the upper half of Lot 23, Fashion Plantation into one lot, **153 Lee Lane, Hahnville**, Zoning District O-L. Council District 1.

2022-4-MIN requested by **Renard Markey** for resubdivision of one lot into three, **110 JB Green Road, Des Allemands**, Zoning District M-1. Council District 4.

2022-5-MIN requested by **Bunge North America, Inc.** for resubdivision of thirty-seven lots into two, with waivers from setback requirements, **12442 River Road, Destrehan**, Zoning District M-3. Council District 2.

2022-2-SPU requested by **Michael & Anna Donahue** for an accessory dwelling unit in an R-1B zoning district at **210 Ormond Boulevard, Destrehan**. Council District 3.

2022-3-SPU requested by **Coastal Gulf & International, Inc.** for business activities involving the storage or utilization of hazardous materials in an M-1 zoning district, **120 Pintail Street, St. Rose**. Council District 5.

ALTERNATE DATE: 2/10 PUBLISH: 1/20, 1/27, 2/3

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

Sealed bids are requested by St. Charles Parish School Board from general contractors for construction of:

**NEW SARPY ELEMENTARY SCHOOL ROOF
HURRICANE IDA DAMAGES RESTORATION
130 Plantation Road
Destrehan, LA 70047**

Bids will be received at the **St. Charles Parish School Board**, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at **10A.M., LOCAL TIME, on Thursday February 24, 2022**, at which time the bids will be publicly opened and read aloud in the **Dufresne Conference Room**.

B. BID DOCUMENTS AND DEPOSITS

Complete Bidding Documents may also be obtained from **City Blueprint and Supply Co. - 1904 Poydras Street, New Orleans, LA 70112, 504-522-0387** upon payment of a deposit of **\$150.00** check made out to "City Blueprint and Supply Co." for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders.

Bidding documents are also available at www.stcharles.k12.la.us under "Resources," select "Online Bids, RFP's, etc."

All other questions regarding the scope of work of the project should be directed to the Project Architect in writing via email only: scott@weltyarchitecture.com.

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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A **PRE-BID CONFERENCE** will be held at the **St. Charles Parish School Board Dufresne Conference Room, 13855 River Road, Luling, LA on Tuesday February 15, 2022, at 2 P.M.** Attendance at this pre-bid conference is **MANDATORY**. Site visit to follow directly after the meeting.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: January 27, 2022
February 3, 2022
February 10, 2022

St. Charles Parish Public Schools
Alex L. Suffrin, President
Dr. Ken Oertling, Superintendent
13855 River Road, Luling, LA 70070

Public Notice



I, **Ian Butler**, have been convicted of Pornography Involving Juveniles(Attempted), Date of Conviction: 11/28/2018. My address is: 151 Oak St, Hahnville, La. 70057

RACE: Black
SEX: Male
DOB: 01/08/1998
HGT: 5'11"
WGT: 135
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: February 3 & 10, 2022

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 87445-D

Date: **Tuesday, December 28, 2021**
FIRST GUARANTY MORTGAGE CORPORATION

VS
ALONDRIA T. BOWIE A/K/A
ALONDRIA BOWIE
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: TUESDAY, JANUARY 28, 2020, 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, MARCH 9, 2022, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: That certain piece or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of St. Charles, Red Church Plantation Estates Subdivision, Phase I, in square bounded by Longview Drive, Eve Street, Meadows Drive and River Road, designated as Lot 70; said lot commences 605 feet from the corner of Longview Drive and Eve Street, and measures 60 feet front on Longview Drive, same width in the rear, by a depth of 105 feet between equal and parallel lines; all according to survey by Gilbert, Kelly & Couturie, Inc., dated July 19, 1989, a copy of which is annexed to Act No. 145724. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED FIFTY THOUSAND SIX HUNDRED THIRTY-FOUR AND 92 / 100 (\$150,634.92) 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.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: February 03, 2022
March 03, 2022
ATTORNEY FOR PLAINTIFF:
COREY GIROIR 13541 RIGER BEND ROAD
BATON ROUGE, LA 70879
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 84250-D
Date: Tuesday, December 28, 2021
WELLS FARGO BANK, NA
VS
KADRINA E. TAPPAN A/K/A
KADRINA TAPPAN
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: THURSDAY, MARCH 8, 2018, 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, MARCH 9, 2022, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN LOT OR PORTION OF GROUND, together with all of the buildings and improvements thereon and all of the rights, ways, means, privileges, servitudes, appurtenances and advantages thereunto belonging or in any-wise appertaining situated in the Town of Paradis, Parish of St. Charles, State of Louisiana, on the right descending bank of the Mississippi River, as shown on survey of the Town of Paradis, and designated on plan of survey of Blocks "B" and "M" prepared by E. M. Collier, Surveyor, dated January 8, 1953, duly recorded in the Clerk of Courts office, St. Charles Parish, as Lot Five (5) of Block "M", which said lots are more fully described thereon as follows: Lot 5 of Block "M" measures 50 feet front on Early Street, by a depth between equal and parallel lines of 150 feet, by a width in the rear of 50 feet each.

Manufactured Home Information:
New/Used: New Year: 2011
Manufacturer's Name: 2011 Clayton
Model Name or Model No.: NA
16723XH12 Length x Width: 080x018
Serial No.: CBH023708TXP
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: SIXTY-NINE THOUSAND EIGHTY-NINE AND 48 / 100 (\$69,089.48) DOLLARS, along with interest and attorney's fees and all other costs ncluding 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.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: February 03, 2022
March 03, 2022
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379
13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Public Notice

ADVERTISEMENT: **"PROCESSED FOOD PRODUCTS, FROZEN FOOD PRODUCTS, MILK & MILK PRODUCTS, AND BREAD & BREAD PRODUCTS FOR THE 2022-2023 SCHOOL YEAR"**

To be published in the ST. CHARLES HERALD-GUIDE two (2) times as follows:

Publication Dates: 1st Printing February 3, 2022
2nd Printing February 10, 2022

ST. CHARLES PARISH SCHOOL BOARD
ADVERTISEMENT FOR BID

Sealed bids will be received by the St. Charles Parish School Board, 13855 River Road, Luling, Louisiana 70070, until 9:00 A.M., Friday, March 11, 2022, in the Office of Child Nutrition. **PROCESSED FOOD PRODUCTS, FROZEN FOOD PRODUCTS, MILK & MILK PRODUCTS, AND BREAD & BREAD PRODUCTS FOR 2022-2023 SCHOOL YEAR.**

Detailed specifications and further information regarding this request may be obtained by visiting <http://www.centralauctionhouse.com/rip.php?cid=51> or from:

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

Bids shall be sealed in individual envelopes labeled by category. For example, **"BID ON PROCESSED FOOD PRODUCTS – March 11, 2022"** should be clearly marked on the outside of the envelope with the bidder's name and address indicated in the upper left-hand corner.

At time and place stated above, all bids on hand will be publicly opened and read aloud. The public is invited to attend. Any bid received after date and hour shown above will be returned unopened to the bidder.

The St. Charles Parish School Board reserves the right to reject any and all bids, adjust quantities by increasing for a period of 90 days from the date of bid being awarded and to waive all informalities.

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.ocpo.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, of 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: **"CAFETERIA JANITORIAL & PAPER SUPPLIES, SMALL CAFETERIA EQUIPMENT AND LARGE EQUIPMENT FOR THE 2022-2023 SCHOOL YEAR"**

To be published in the ST. CHARLES HERALD-GUIDE two (2) times as follows:

Publication Dates: 1st Printing February 3, 2022
2nd Printing February 10, 2022

ST. CHARLES PARISH SCHOOL BOARD
ADVERTISEMENT FOR BID

Sealed bids will be received by the St. Charles Parish School Board, 13855 River Road, Luling, Louisiana 70070, until 9:00 A.M. Thursday, March 10, 2022, in the Office of Child Nutrition. **CAFETERIA JANITORIAL& PAPER SUPPLIES, SMALL CAFETERIA EQUIPMENT AND LARGE EQUIPMENT FOR 2022-2023 SCHOOL YEAR.**

Detailed specifications and further information regarding this request may be obtained by visiting <http://www.centralauctionhouse.com/rip.php?cid=51> or from:

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

Bids shall be sealed in individual envelopes labeled by category. For example, **"BID ON SMALL CAFETERIA EQUIPMENT – March 10, 2022"** should be clearly marked on the outside of the envelope with the bidder's name and address indicated in the upper left-hand corner.

At time and place stated above, all bids on hand will be publicly opened and read aloud. The public is invited to attend. Any bid received after date and hour shown above will be returned unopened to the bidder.

The St. Charles Parish School Board reserves the right to reject any and all bids, adjust quantities by increasing for a period of 90 days from the date of bid being awarded and to waive all informalities.

Non-Discrimination Statement:

In accordance with Federal Law and U.S. Department of Agdculture (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.

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

email:
program.intake@usda.gov

This institution is an equal opportunity provider.

Public Notice

EAST BANK TRAILHEAD UPGRADE
ADDENDUM NO. 1
JANUARY 24, 2022

ADDENDUM NO. 1

PROJECT: East Bank Trailhead Upgrade

Date of Addendum: January 24, 2022

Mandatory Pre-Bid Date: January 24, 2022 10:00 am
Revised Mandatory Pre-Bid Date: February 22, 2022 10:00 am

Bid Date: February 3, 2022 2:00 pm
Revised Bid Date: March 3, 2022 2:00 pm

This Addendum shall be considered part of the Contract Documents for the same above mentioned project as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents, this Addendum shall govern and take precedence.

GENERAL

- Mandatory Pre-Bid Date changed from January 24, 2022 at 10:00 am to **Tuesday, February 22, 2022 at 10:00 am.**
- Bid Opening changed from February 3, 2022 at 2:00 pm to **Thursday, March 3, 2022 at 2:00 pm.**

SPECIFICATIONS

- Section 00010 Advertisement for Bids – Remove in its entirety and replace with the attached

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of St. Charles Parish Parks and Recreation East Bank Trailhead Upgrade as follows:

Owner: **St. Charles Parish**

Project Title: St. Charles Parish Parks and Recreation East Bank Trailhead Upgrade

Project No.: Not Applicable

Principal Work Location: 10909 LA Highway 48, St. Rose, Louisiana

Description of Basic Work: East Bank Trailhead Upgrades

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 2:00 p.m. local time on March 3, 2022.** Promptly thereafter, the bids will be publicly opened and read aloud Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Murray Architects, Inc., 13760 River Road, Destrehan, LA 70047.

A payment of \$ 50.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on February 22, 2022 at 10:00 a.m. at the East Bank Trailhead, **10909 River Road, St. Rose, Louisiana.** Attendance of the Pre-Bid Conference is **Mandatory.**

Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond. If the bid is submitted electronically and a certified or cashier's check is used for bid bond, then the actual check shall be delivered to the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057. Electronic bids shall contain all the same documents that are required in a physically delivered bid.

The outside of the bid envelope must contain the submitting firm's name, Louisiana Contractors License Number, the St. Charles Parish Project Number, and the St. Charles Parish Project Title.

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

Any person with disabilities requiring special accommodations must contact the St. Charles Parish Council Office at 985-783-5000 no later than seven (7) days prior to bid opening.

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
St. Charles Parish Website
Central Auction House
The Daily Journal of Commerce
The Times-Picayune/The New Orleans Advocate
The Advocate (Baton Rouge)
McGraw-Hill Dodge of Hot Springs
Construct Connect

Thursday, February 03, 2022
Thursday, February 10, 2022
Thursday, February 17, 2022

Public Notice

Request for Scenic River Permit on Bayou LaBranche

The Secretary of the Louisiana Department of Wildlife and Fisheries (LDWF) as Administrator of the Louisiana Natural and Scenic Rivers System is currently considering the application of NRCS to construct a marsh creation project near Bayou LaBranche. The decision to grant or deny this permit in the public interest will be based on an evaluation of the probable impacts of the proposed activity on Bayou LaBranche.

Copies of the application can be reviewed by the public at the LDWF main office, Room 432, 2000 Quail Drive, Baton Rouge, LA and at the District Office nearest the proposed activity. Responses should convey sound reasoning for or against the proposal and be mailed to LDWF Scenic Rivers Program, P.O. Box 98000, Baton Rouge, LA 70898-9000.

Publish: January 20, 27 and February 3, 2022

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 alcoholic content at retail in the Parish of St. Charles at the following address:
Thompson's Seafood and Bar, LLC
12715 US-90, Suite 140
Luling, Louisiana 70070
Members: Louis Thompson, Owners

PUBLISH: February 3 & 10, 2022

Public Notice

The United Way of St. Charles is applying to the St. Charles Sheriff's Office for a permit to conduct the United Way of St. Charles Bridge Run on Saturday, April 9, 2022 from 6 a.m. to 1 p.m. at the West Bank Bridge Park, 13825 River Road, Luling, LA 70070

Publish : January 27th & February 3rd, 2022

Public Notice

Anyone knowing the whereabouts of heirs of Linda Pitre Harper please contact Atty Lauren Rogers at 504-468-1100.

Publish: February 3 & 10, 2022

Public Notice

Southern Self Storage will hold a public sale to enforce a lien imposed on all of the goods stored in the below listed units, as described below pursuant of the Louisiana Self Storage Act 4757 to 4759 at 10:00AM on Saturday February 5, 2022 at Southern Self Storage, 12231 Hwy 90, Luling, LA 700709. 985-331-9390

Publish: February 3, 2022

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

Sealed bids are requested by St. Charles Parish School Board from general contractors for construction of:

ST. CHARLES PARISH PUBLIC SCHOOLS
DESTREHAN HIGH SCHOOL BUILDING A
HURRICANE IDA DAMAGES RESTORATION

Bids will be received at the **St. Charles Parish School Board**, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at **10:00 AM, LOCAL TIME, March 3, 2022**, at which time the bids will be publicly opened and read aloud in the Dufresne 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 Co. 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
504-522-0387
planroom@cityblueprint.com

Bidding documents are also available at www.stcharles.k12.la.us under "Resources," select "Online Bids, RFP's, etc.

All other questions regarding the scope of work of the project should be directed to the Project Architect in writing via email labb@murrayarchitects.net.

C. BID SECURITY AND PERFORMANCE AND PAYMENTS 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.

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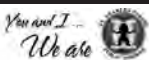
F. ADVERTISEMENT DATES

LEGAL AD TO RUN:

February 3, 2022
February 10, 2022
February 17, 2022

St. Charles Parish Public Schools
Alex L. Suftrin, President
Dr. Ken Oertling, Superintendent
13855 River Road, Luling, LA 70070

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

Sealed bids are requested by St. Charles Parish School Board from general contractors for construction of:

ST. CHARLES PARISH PUBLIC SCHOOLS
PROFESSIONAL LEARNING CENTER
HURRICANE IDA DAMAGES RESTORATION

Bids will be received at the **St. Charles Parish School Board**, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at **8:00 AM, LOCAL TIME, March 3, 2022**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

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1904 Poydras Street
New Orleans, LA 70112
504-522-0387
planroom@cityblueprint.com

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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 Parish School Board 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 St. Charles Parish School Board Office, Dufresne Conference Room, 13855 River Road, Luling, on February 22, 2022, at 8:00 a.m. Attendance at this pre-bid conference is MANDATORY.

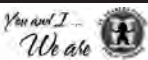
F. ADVERTISEMENT DATES

LEGAL AD TO RUN:

February 3, 2022
February 10, 2022
February 17, 2022

St. Charles Parish Public Schools
Alex L. Suftrin, President
Dr. Ken Oertling, Superintendent
13855 River Road, Luling, LA 70070

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

Sealed bids are requested by St. Charles Parish School Board from general contractors for construction of:

ST. CHARLES PARISH PUBLIC SCHOOLS
DESTREHAN HIGH SCHOOL BUILDING B
HURRICANE IDA DAMAGES RESTORATION

Bids will be received at the **St. Charles Parish School Board**, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at **9:00 AM, LOCAL TIME, March 3, 2022**, at which time the bids will be publicly opened and read aloud in the Dufresne 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 Co. 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
504-522-0387
planroom@cityblueprint.com

Bidding documents are also available at www.stcharles.k12.la.us under "Resources," select "Online Bids, RFP's, etc.

All other questions regarding the scope of work of the project should be directed to the Project Architect in writing via email labb@murrayarchitects.net.

C. BID SECURITY AND PERFORMANCE AND PAYMENTS 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 Parish School Board 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 St. Charles Parish School Board Office, Dufresne Conference Room, 13855 River Road, Luling, LA on February 22, 2022, at 11:00 a.m. Attendance at this pre-bid conference is MANDATORY.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN:

February 3, 2022
February 10, 2022
February 17, 2022

St. Charles Parish Public Schools
Alex L. Suftrin, President
Dr. Ken Oertling, Superintendent
13855 River Road, Luling, LA 70070

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:

Ivins M. Clark (Flagville Subd.)
Lot 12C Blk. 12 (552 Courthouse Lane
Nature of violation: Grass cutting & removal of debris

Patricia Ballansaw (Oak Ridge Park)
Lot 48 Blk. E (1021 Paul Frederick Dr.)
Nature of violation: Grass cutting & removal of debris

PUBLISH: Feb 3, 2022

Sheriff’s Sale

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 84497-D
Date: Tuesday, December 7, 2021
LAKE VIEW LOAN SERVICING,
LLC
VS
MINDY JOSEPH A/K/A MINDY
LEE-MARIE JOSEPH
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: TUESDAY, OCTOBER 29, 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, FEBRUARY 9, 2022, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, servitude, appurtenances and advantages thereunto belonging or In anyway appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA. IN LUUNG, in what is known as DAVIS PLANTATION PARK SUBDIVISION, PHASE II per plan by Linfield, Hunter & Gibbons, Consulting Engineers, dated July 29, 1980., recorded in the Clerk of Court's office In St. Charles Parish in COB 251 FOLIO 694 more fully described as follows;
LOT 158, BLOCK 2 bounded by Asphodel Drive, Albania Drive, Arlington Drive and the westerly line of subdivision said Lot 156 commences at the common boundary of Lot 156 and 155 with Asphodel Drive, thence from said Point of Beginning travel along Asphodel Drive a distance of 34.74 feet to a point; thence continue travelling In the same dlirection along said steet for a distance of 33.59 feet to a point; thence from said point travel In a southeasterly direction along the arc of a curve having a radius of 31 feet located at the corner of Asphodel Drive and Albania Drive far a distance of 40.96 feet to 4a point; thence from said point travel In a southeasterly direction along Albania Drive a distance of 117.59 feet to point; thence from said point travel in a southwesterly direction fore distance of 90 feet to a point; thence from said point travel In a northwesterly direction along the line common to Lot 155, and Lot 156 for a distance of 162.45 feet to a point which point of Beginning, All as more fully shown on survey by Scandlaliato, Cenec & Associates, Inc, dated February 14, 1992, All as more fully shown on survey by Gilbert, Kelly & Couturle, Inc. dated December 15, 1993. Improvements thereon bear the Municipal No. 101 ASPHODEL DRIVE, LUUNG, LA (the "Property")
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED NINETEEN AND 34/100 (\$231,419.34) 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.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: January 06, 2022
February 03, 2022
ATTORNEY FOR PLAINTIFF:
Rader Jackson
1010 Common St. Suite 1500
New Orleans, LA 70112
504-581-9444
SCSO-CIV-209-0402

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

Sealed bids are requested by St. Charles Parish School Board from general contractors for construction of:

HAHNVILLE HIGH SCHOOL BUILDING D
HURRICANE IDA DAMAGES RESTORATION
200 TIGER DRIVE
BOUTTE, LA 700039

Bids will be received at the St. Charles Parish School Board, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at **8 A.M., LOCAL TIME, on Thursday February 24, 2022**, at which time the bids will be publicly opened and read aloud in the **Dufresne Conference Room.**

B. BID DOCUMENTS AND DEPOSITS

Complete Bidding Documents may also be obtained from **City Blueprint and Supply Co. – 1904 Poydras Street, New Orleans, LA 70112, 504-522-0387** upon payment of a deposit of **\$150.00 check** made out to “City Blueprint and Supply Co.” for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders.

Bidding documents are also available at www.stcharles.k12.la.us under “Resources,” select “Online Bids, RFP’s, etc.

All other questions regarding the scope of work of the project should be directed to the Project Architect in writing via email only: scott@welthvarchitecture.com.

C. BID SECURITY AND PERFORMANCE AND PAYMENTS 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 Parish School Board 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 **St. Charles Parish School Board Dufresne Conference Room, 13855 River Road, Luling, LA on Tuesday February 15, 2022, at 8 A.M.** Attendance at this pre-bid conference is **MANDATORY.** Site visit to follow directly after the meeting.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: January 27, 2022
February 3, 2022
February 10, 2022

St. Charles Parish Public Schools
Alex L. Suffrin, President
Dr. Ken Oertling, Superintendent
13855 River Road, Luling, LA 70070

Public Notice

ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, FEBRUARY 7, 2022,
6:00 P.M., COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:

2022-0016 (1/24/22, Jewell, Bond Counsel)
An ordinance authorizing the Parish of St. Charles, State of Louisiana to proceed with a not to exceed \$15,000,000 financing through the Louisiana Local Government Environmental Facilities and Community Development Authority; authorizing and ratifying the Parish's request of the Louisiana Local Government Environmental Facilities and Community Development Authority to issue its revenue bonds and providing for other matters in connection therewith.
2022-0017 (1/24/22, Jewell, G. Dussom)
An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2022 through 2024 in accordance with the Parish Transportation Act.
2022-0018 (1/24/22, Jewell, M. Albert)
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 (as amended) Section VI. – Zoning district criteria and regulations. H. Historic preservation districts. to remove item [2].
2022-0019 (1/24/22, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No P210302, Asphalt Pavement Maintenance – Task Order 1, to increase the contract amount by \$536,799.31.
2022-0021 (1/24/22, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a contract with Couvillion Group, LLC, for Parish Project No. P150801-2 Ama Drainage Improvements Rebid, with a Bid in the amount of \$2,752,705.00.
2022-0020 (1/24/22, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Stuart Consulting Group, Inc., to perform engineering services for Eastbank Lift Stations Rehabilitation Project (Project No. S211203), in the amount not to exceed \$213,780.00.

PUBLISH: January 27, 2022
February 3, 2022

Public Notice

ORDINANCES AND RESOLUTION ADOPTED AT THE MEETING OF JANUARY 10, 2022, 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

Final

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

Monday, January 10, 2022 8:00 PM Council Chambers, Courthouse

ATTENDANCE

Present 9 - Beth A. Billings, Holly Fonseca, La Sandra Darenbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Bob Fisher, Marilyn B. Bellock, and Julia Fisher-Perrier

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamene, Chief Operations Officer Darin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works/Wastewater Director Miles Bingham, Planning & Zoning Director Michael Albert, Luis Martinez, GIS Specialist, Blaine Fauchaux, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Thomas Hinas
Hope Church, Destrehan

APPROVAL OF MINUTES

A motion was made by Councilmember Gibbs, seconded by Councilmember Billings, to approve the minutes from the regular meeting of December 6, 2021, and the regular meeting of December 20, 2021. The motion carried by the following vote:

Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher, Bellock and Fisher-Perrier

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2021-0330

In Recognition: Councilwoman Marilyn B. Bellock, 2021 Council Chairman

Sponsors: Mr. Fisher

Read

2021-0331

In Recognition: Councilman Bob Fisher, 2021 Council Vice-Chairman

Sponsors: Ms. Billings

Read

2021-0332

Proclamation: Martin Luther King, Jr. Day

Sponsors: Ms. Darenbourg Gordon

Read

2021-0333

In Recognition: St. Charles Catholic High School Comets Football, 2021 LHSAA Division III State Champions

Sponsors: Mr. Jewell

Read

2021-0262

An ordinance authorizing the issuance and sale of not exceeding Twenty Million Dollars (\$20,000,000) of Hurricane Recovery Revenue Notes of the Parish of St. Charles, State of Louisiana; and providing for other matters in connection therewith.

Sponsors: Mr. Jewell and Bond Counsel

Reported:
Bond Counsel Recommended: Approval
Mr. Jason Akers, representing Foley & Judell, L.L.P., spoke on the matter.

A motion was made by Councilmember Fonseca, seconded by Councilmember Fisher-Perrier, to accept the revised version of File No. 2021-0262. The motion carried by the following vote:

Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher, Bellock and Fisher-Perrier

Nay: 0

Amended

2021-0262

An ordinance authorizing the issuance and sale of not exceeding Twenty Million Dollars (\$20,000,000) of Hurricane Recovery Revenue Notes of the Parish of St. Charles, State of Louisiana; and providing for other matters in connection therewith.

Sponsors: Mr. Jewell and Bond Counsel

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher, Bellock and Fisher-Perrier

Nay: 0

Enactment No: 22-1-1

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2022-0006

GIS (Geographic Information Systems)
Mr. Luis Martinez, Geographic Information System Specialist

Chairman Fisher spoke on the matter.
Councilwoman Clulee spoke on the matter.
Mr. Martinez spoke on the matter.
Councilwoman Fisher-Perrier spoke on the matter.
Councilwoman Bellock spoke on the matter.

Reported

2022-0007

German Coast Farmers' Market.
Ms. Ann Montgomery, German Coast Farmers' Market President

Councilwoman Clulee spoke on the matter.

Reported

2022-0008

Parish President Remarks/Report

Sponsors: Mr. Jewell

Councilwoman Fisher-Perrier spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Councilwoman Clulee spoke on the matter.
Councilwoman Billings spoke on the matter.
Chairman Fisher spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY,

JANUARY 24, 2022, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2021-0334

An ordinance approving and authorizing the execution of a Professional Services Agreement with Kyle Associates, LLC, to perform engineering services for Norco Force Main Transfer Station (Project No. S211101), not to exceed \$425,200.00.

Sponsors: Mr. Jewell and Department of Public Works/Wastewater

Public/Scheduled for Public Hearing to the Parish Council on January 24, 2022

2021-0335

An ordinance approving and authorizing the execution of a Professional Services Agreement with Meyer Engineers, Ltd. for Destrehan Wastewater Treatment Plant Aeration Basin Rehabilitation (Project No. S211202), not to exceed \$30,000.00.

Sponsors: Mr. Jewell and Department of Public Works/Wastewater

Public/Scheduled for Public Hearing to the Parish Council on January 24, 2022

2021-0336

An ordinance to authorize the Parish President to make full and final settlement in the matters entitled "Industrial and Mechanical Contractors, Inc. vs. St. Charles Parish", 29th Judicial District Court of St. Charles Parish, Docket No. 84,086 consolidated with "St. Charles Parish vs. Industrial and Mechanical Contractors, Inc., et al", 29th Judicial District Court of St. Charles Parish, Docket No. 84,689.

Sponsors: Mr. Jewell and Department of Legal Services

Public/Scheduled for Public Hearing to the Parish Council on January 24, 2022

2022-0009

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P190902, Spillway Road Rehabilitation, to increase the contract amount by \$83,991.18, and increase the contract time by 80 days.

Sponsors: Mr. Jewell and Department of Public Works/Wastewater

Public/Scheduled for Public Hearing to the Parish Council on January 24, 2022

2022-0010

An ordinance approving and authorizing the execution of a contract with APC Construction, LLC, for Parish Project No. P210601 Des Allemands Emergency Bulkhead, with a Bid in the amount of \$1,908,019.20.

Sponsors: Mr. Jewell and Department of Public Works/Wastewater

Public/Scheduled for Public Hearing to the Parish Council on January 24, 2022

PLANNING AND ZONING PETITIONS

2021-0324

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on a 5,100 sq. ft. portion of Lot 2, Palmer Lane, Ama, as requested by Michelle Pettit on behalf of the property owner, Curtis Pettit, Jr.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Denial due to not meeting any of the rezoning guidelines.
Planning Commission Recommended: Denial due to not meeting any of the rezoning guidelines.

Speakers:
Ms. Michelle Pettit, Bayou Gouche

Public Hearing Requirements Satisfied

Council Discussion
Planning & Zoning Director Michael Albert spoke on the matter.

Proposed ordinance failed for lack of a majority by the following vote:

Yea: 0

Nay: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher, Bellock and Fisher-Perrier

Failed

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2021-0225

An ordinance approving and authorizing the execution of a Professional Services Agreement with EJES Inc., to perform engineering services for Kinler and Paul Frederick Roadway and Drainage Improvements Project No. P210704, not exceed \$385,955.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion
Public Works/Wastewater Director Miles Bingham spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher, Bellock and Fisher-Perrier

Nay: 0

Enactment No: 22-1-2

2021-0328

An ordinance to approve and authorize the execution of a Professional Services Agreement between St. Charles Parish and South Central Planning and Development Commission to develop a Reapportionment Plan based on the 2020 Census, not to exceed \$30,000.00.

Sponsors: Mr. Fisher

Reported:
Councilman Fisher Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion
Mr. Kevin Belanger, Chief Executive Officer, South Central Planning and Development Commission, spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher, Bellock and Fisher-Perrier

Nay: 0

Enactment No: 22-1-3

RESOLUTIONS

2021-0337

A resolution requesting the Louisiana Department of Transportation & Development to install signal lights at the intersection of U.S. Highway 90 westbound and LA 182 in Raceland.

Sponsors: Ms. Fonseca

Reported:
Councilwoman Fonseca Recommended: Approval
Public comment opened: no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher, Bellock and Fisher-Perrier

Nay: 0

Enactment No: 8611

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2022-0001

Appointment of Councilman Nicky Dufrene as Chairman to the Operations, Maintenance, and Construction Management Committee

Council Chairman named Councilman Nicky Dufrene to act as Chairman

Confirmed

2022-0002

Appointment of Councilman Dick Gibbs as Chairman to the Legislative Committee

Council Chairman named Councilman Dick Gibbs to act as Chairman.

Confirmed

2022-0003

Appointment of Councilwoman Holly Fonseca as Chairman to the Contract/Finance and Administrative Committee

Council Chairman named Councilwoman Holly Fonseca to act as Chairman.

Confirmed

2022-0004

Appointment of Councilwoman La Sandra Darenbourg Gordon as Chairman to the Special Projects/Public Safety, Health, and Environmental Committee

Council Chairman named Councilwoman La Sandra Darenbourg Gordon to act as Chairman.

Confirmed

2022-0005

Appointment of Councilwoman Julia Fisher-Perrier as Chairman to the Hurricane Protection Projects Committee

Council Chairman named Councilwoman Julia Fisher-Perrier to act as Chairman.

Confirmed

ADJOURNMENT

A motion was made by Councilmember Dufrene, seconded by Councilmember Gibbs, to adjourn the meeting at approximately 7:22 pm. The motion carried by the following vote:

Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher, Bellock and Fisher-Perrier

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Michelle Impastato
Council Secretary

Publish on: February 3, 2022

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, JANUARY 24, 2022, 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.

2021-0334

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

ORDINANCE NO. 22-1-6

An ordinance approving and authorizing the execution of a Professional Services Agreement with Kyle Associates, LLC, to perform engineering services for Norco Force Main Transfer Station (Project No. S211101), not to exceed \$425,200.00.

WHEREAS, St. Charles Parish desires to install a new Force Main Transfer Station; and, the projected work includes but not limited to: survey, geotechnical, conceptual, preliminary and final design plans; and,

WHEREAS, St. Charles Parish wishes to contract with Kyle Associates, LLC, to perform the design, and construction management for the Norco Force Main Transfer Station (Project No. S211101), described in the proposal of services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Kyle Associates, LLC, to perform engineering services as required by the Department of Public Works/Wastewater for Norco Force Main Transfer Station (Project No. S211101), not to exceed \$425,200.00, is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, BELLOCK, FISHER

NAYS: NONE

ABSENT: GIBBS, DUFRENE, FISHER-PERRIER

And the ordinance was declared adopted this 24th day of January, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Port Fisher
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: January 25, 2022
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: January 25, 2022
AT: 2:15pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the day of , 2022 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 and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for NORCO FORCE MAIN TRANSFER STATION Project No. (S211101) as described in Ordinance No. 22-1-4 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

NORCO FORCE MAIN TRANSFER STATION
Project No. (S211101)

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.

2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other

agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.

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

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

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

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

3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

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

4.2 Consultant may retain a set of documents for its files.

4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.

4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.

8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be a not-to-exceed based on hourly rates and actual hours worked.

8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.

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

8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the

scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:

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

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

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.

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

11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.

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

11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever ever event occurs first.

12.0 INSURANCE

12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

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

12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

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

12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence, Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.

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

12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.

12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

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

14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 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:

WITNESSES:

ST. CHARLES PARISH

By: Matthew Jewell

Parish President

1/25/22

Date:

KYLE ASSOCIATES, LLC

By: Christopher J. Hnatyshyn

Vice President

Date:

ATTACHMENT “A”

NORCO FORCE MAIN TRANSFER STATION
Project No. (S211101)

Project Scope:

The project scope involves design of a wastewater facility to collect flow from the existing East Johnson and Norco lift stations, as well as the proposed Victoria Estates subdivision. The flow from this new facility will be pumped through an existing 18” force main to the Destrehan Wastewater Treatment Plant.

PART 1 – BASIC SERVICES

A. CONCEPTUAL PHASE

- Consult with OWNER to define and clarify OWNER’s requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc.; required for design.
- Identify potential solution(s) to meet OWNER’s Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER’s Project requirements.
- Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.
- Develop a scope of work for additional professional services (i.e. survey, geotech, etc.) necessary for design.
- Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and ENGINEER’s recommended solution(s). For each recommended solution, ENGINEER will provide the following, to include; but not limited to:
 - Opinion of probable Construction Cost;
 - The estimated total costs of design, professional, and related services to be provided by ENGINEER and its CONSULTANTS;
 - A tabulation of other items and services included within the definition of Total Project Costs.
- Furnish three review copies of the Report to OWNER as well as submitting electronically to appropriate parties specified by OWNER. ENGINEER’s services under the Conceptual Phase will be considered complete on the date when ENGINEER has delivered to OWNER the final Conceptual Report.

B. PRELIMINARY DESIGN PHASE

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

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

C. FINAL DESIGN PHASE

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

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

D. BID PHASE

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

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

- Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- If the issued documents require, ENGINEER shall evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by prospective CONTRACTORS.
- Attend the bid opening, prepare bid tabulation sheets to meet OWNER’s schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- The Bid Phase will be considered complete upon commencement of the Construction Phase.

E. CONSTRUCTION PHASE

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

- Prepare formal contract documents for the execution of the construction contract.
- Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- Establish construction monuments, project baseline, and benchmarks as necessary.
- Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- Require and review tests of materials necessary for the project.
- Verify and approve CONTRACTOR’s Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- Prepare progress reports for the OWNER when requested.
- Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by CONTRACTOR.
- Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- Record Drawings: The ENGINEER shall furnish reproducible “RECORD” drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR’s executed Work.
- Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by ENGINEER for final payment to CONTRACTORS.

PART 2 – ADDITIONAL SERVICES

A. SURVEY

ENGINEER shall obtain a contract with a Licensed Professional Surveyor to complete the work as outlined in the scope of survey work the ENGINEER developed in the Preliminary Design Phase of the project. The survey’s purpose is to locate all existing features both manmade and natural features, both above ground and subsurface within the project limits. The survey shall include the following elements:

- Established baselines and temporary benchmarks along the project corridor and specified datums used,
- Utilities as shown after contacting Louisiana One Call,
- Descriptions, locations, depths, and sizes of all pipes within the project,
- Descriptions, locations, diameters of all trees within the project,
- Ground elevations within the project limits to properly develop contours,
- Locations of all buildings, fences, and other structures,
- Cross sections along roadways at 100-foot intervals minimum,
- Cross sections along ditches at 50-foot intervals minimum,
- Locations of all apparent rights-of-way and servitudes.

Survey shall be submitted to the Parish both in PDF and CAD format

B. GEOTECHNICAL INVESTIGATION

ENGINEER shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the ENGINEER developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

- (1) one to (2) two undisturbed soil borings located within proximity to the project location
- The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
- Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions
- Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific
- The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

C. ENVIRONMENTAL PERMITTING

ENGINEER shall develop permit drawings, applications, supporting information and obtain all permits as required for the project, including, but not limited to, the following:

- Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
- U.S. Army Corps of Engineers (Section 404 permit)
- LA Wildlife & Fisheries (Scenic Rivers permit)
- Cultural Resources

ENGINEER shall also attend permit meetings as necessary and address all questions and comments received from any agency to ensure receipt of all necessary approvals.

D. RESIDENT PROJECT REPRESENTATIVE (RPR)

ENGINEER shall furnish a Resident Project Representative (“RPR”), at the request of the OWNER to assist ENGINEER in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is ENGINEER’s representative at the Site and will act as directed by and under the supervision of ENGINEER.

The duties and responsibilities of the RPR are as follows:

1. RPR's dealings in matters pertaining to the Work in general shall be with ENGINEER and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of ENGINEER.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning acceptability of such schedules.
3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
4. Comply with Site safety programs.
5. Serve as ENGINEER's liaison with CONTRACTOR. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
6. Report to ENGINEER whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems start-ups.
8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Immediately inform ENGINEER of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Participate in ENGINEER's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
13. Resident Project Representative shall not:
 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
 3. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
 4. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR..

ATTACHMENT "B"

NORCO FORCE MAIN TRANSFER STATION
Project No. (S211101)

Project Schedule:

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

	Number of Days to Complete
Conceptual Design	15
Preliminary Design (30% Plans)	30
Design Development (60% Plans)	60
Design Development (90% Plans)	30
Bidding	60
Construction Compliance and Administration	360

Time for Completion

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

ATTACHMENT "C"

NORCO FORCE MAIN TRANSFER STATION
Project No. (S211101)

Project Cost:

1. A Lump Sum amount of \$240,000 based on the following estimated distribution of compensation:
 - a. Conceptual Design Phase \$10,000
 - b. Preliminary Design Phase (30% plans) \$50,000
 - c. Design Development (60% plans) \$60,000
 - d. Design Development (90% plans) \$60,000
 - e. Bid Phase \$12,000
 - f. Construction Phase \$48,000

For performance of the topographic surveying services the Owner shall authorize and pay the CONSULTANT an amount not-to-exceed \$20,000.

For performance of the geotechnical investigation services the Owner shall authorize and pay the CONSULTANT an amount not-to-exceed \$10,000.

For performance of the environmental permitting services the Owner shall authorize and pay the CONSULTANT hourly with a not-to-exceed \$20,000.

OWNER shall pay ENGINEER for Basic Services set forth in Attachment A as follows:

1. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.
2. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's CONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.
3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total services actually completed during the billing period.

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

1. Resident Project Representative Services: For services of ENGINEER's Resident Project Representative, if any, under Attachment A, the Hourly Rate 'not to exceed' amount of \$135,200. The Hourly Rate includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Hourly Rate to account for labor costs, overhead, profit, and expenses related to the Resident Project Representative's Services.
2. Resident Project Representative Schedule: The Hourly Rate amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 360 day construction schedule.

2021-0335

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

ORDINANCE NO. 22-1-5

An ordinance approving and authorizing the execution of a Professional Services Agreement with Meyer Engineers, Ltd. for Destrehan Wastewater Treatment Plant Aeration Basin Rehabilitation (Project No. S211202), not to exceed \$30,000.00.

WHEREAS, St. Charles Parish desires to Rehabilitate the Aeration Basins at the Destrehan Plant damaged by Hurricane Ida; and,

WHEREAS, the projected work includes but not limited to; survey, geotechnical, conceptual, preliminary and final design plans; and,

WHEREAS, St. Charles Parish wishes to contract with Meyer Engineers, Ltd. to perform the Design Alternative Study for the Destrehan Wastewater Treatment Plant Aeration Basin Rehabilitation (Project No. S211202), described the proposal of services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Meyer Engineers, Ltd., to perform engineering services as required by the Department of Public Works/Wastewater for Destrehan Wastewater Treatment Plant Aeration Basin Rehabilitation (Project No. S211202), not to exceed \$30,000.00, is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, BELLOCK, FISHER

NAYS: NONE

ABSENT: GIBBS, DUFRNE, FISHER-PERNIER

And the ordinance was declared adopted this 24th day of January, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Paul Fisher
SECRETARY: Michelle Spadato
CLVD/PARISH PRESIDENT: January 25, 2022
APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: January 25, 2022
AT: 2:15 pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2022 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 and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for Destrehan Wastewater Treatment Plant Aeration Basin Rehabilitation Project No. (S211202) as described in Ordinance No. 22-1-5 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

Destrehan Wastewater Treatment Plant Aeration Basin Rehabilitation
Project No. (S211202)

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.

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

3.0 SERVICES OF CONSULTANT

3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.

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

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

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

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

3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.

a. A copy of the Owner's written authorization to perform the service.

b. Timesheets for all hours invoiced.

c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:

a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.

b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For *Supplementary Services* described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount

stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

12.0 INSURANCE

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

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money

to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

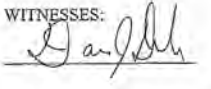
For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's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

16.0 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.

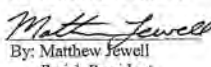
IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:





ST. CHARLES PARISH



By: Matthew Jewell
Parish President

1/25/22

Date:

WITNESSES:

Meyer Engineers, Ltd.

By: Richard C. Meyer
President

Date:

ATTACHMENT "A"

Destrehan Wastewater Treatment Plant Aeration Basin Rehabilitation
Project No. (S211202)

Project Scope:

The purpose of this project is to rehabilitate or replace the existing aeration system in two 143ft

diameter aeration basins at the Destrehan Wastewater Treatment Plant. On August 29, 2021, high winds caused by Hurricane Ida broke the existing bridge diffuser structure at the Destrehan WWTP. The project will be broken into the following Phases:

Phase 1: Design Alternative Study:

The Owner has requested of the Engineer to perform a study to determine the options for repair or replacement of the existing system. The study shall include analysis on the following:

Cost and pros/cons for repair of the existing bridge diffuser system.

Two other aeration equipment alternatives with their cost and pros-cons.

Evaluation of existing blower capacity and required improvements for each alternative.

Maintenance requirements for all options.

Engineer will prepare a draft technical memorandum that will present the results of the study and the recommended improvements. Comments received from the Owner 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 Owner.

Phase 2: Construction Documents

Phase 3: Bidding and Construction Administration

ATTACHMENT "B"

Destrehan Wastewater Treatment Plant Aeration Basin Rehabilitation
Project No. (S211202)

Project Schedule:

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

	Number of Days to Complete
Design Alternative Study	60

Time for Completion

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

ATTACHMENT "C"

Destrehan Wastewater Treatment Plant Aeration Basin Rehabilitation
Project No. (S211202)

Project Cost:

OWNER shall pay ENGINEER for Basic Services set forth in Attachment A as follows:

- ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.
- The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's CONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.
- The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total services actually completed during the billing period.

A Lump Sum amount of \$[30,000] based on the following estimated distribution of compensation:

a. Design Alternative Study	\$[30,000]
b. Construction Documents	TBD
c. Bidding and Construction Administration	TBD

2021-0336

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

ORDINANCE NO. 22-1-6

An ordinance to authorize the Parish President to make full and final settlement in the matters entitled "Industrial and Mechanical Contractors, Inc. vs. St. Charles Parish", 29th Judicial District Court of St. Charles Parish, Docket No. 84,056 consolidated with "St. Charles Parish vs. Industrial and Mechanical Contractors, Inc., et al", 29th Judicial District Court of St. Charles Parish, Docket No. 84,689.

WHEREAS, St. Charles Parish entered into a construction project with Industrial and Mechanical Contractors, Inc. (IMC) for the improvements to the Mimosa area drainage system, Project No. P090904; and,

WHEREAS, St. Charles Parish and IMC became engaged in litigation involving the project; and,

WHEREAS, the litigation eventually involved IMC's subcontractor, IMC's bonding company and Buchar Horn, Inc., the engineering firm; and,

WHEREAS, the litigation resulted in claims by and between IMC and St. Charles Parish, St. Charles Parish and IMC and its surety, Travelers Casualty and Surety Company of America; and,

WHEREAS, the project was eventually completed by St. Charles Parish; and,
WHEREAS, all parties have agreed to resolve all claims with St. Charles receiving a total of \$240,000.00 from Buchar Horn, Inc and IMC's subcontractors, and paying IMC the sum of \$109,000.00, in full and final settlement by, between and among the parties.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That full Release, Indemnity and Settlement of the litigation entitled "Industrial and Mechanical Contractors, Inc. vs. St. Charles Parish", 29th Judicial District Court of St. Charles Parish, Docket No. 84,056 consolidated with "St. Charles Parish vs. Industrial and Mechanical Contractors, Inc., et al", 29th Judicial District Court of St. Charles Parish, Docket No. 84,689 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute a Release, Indemnity and Settlement Agreement.

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

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

And the ordinance was declared adopted this 24th day of January, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Segatato
DLVD/PARISH PRESIDENT: January 25, 2022
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: January 25, 2022
AT: 2:15 pm RECD BY:

2022-0009

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

ORDINANCE NO. 22-1-7

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P190902, Spillway Road Rehabilitation, to increase the contract amount by \$63,991.18, and increase the contract time by 60 days.

WHEREAS, Ordinance No. 21-2-10 adopted on February 22, 2021, by the St. Charles Parish Council awarded construction of Parish Project No P190902, Spillway Road Rehabilitation, to Omega Foundation Services, Inc.; and,

WHEREAS, it is necessary to amend the contract to adjust the contract quantities with actual quantities resulting in an increase to the contract amount by \$63,991.18 and increase the number of days by 60.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for Parish Project No P190902, Spillway Road Rehabilitation, to increase the contract amount by \$63,991.18 and increase the contract time by 60 days is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 24th day of January, 2022, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Segatato
DLVD/PARISH PRESIDENT: January 25, 2022
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: January 25, 2022
AT: 2:15 pm RECD BY:

SECTION 00806

CHANGE ORDER

No. 1 (Final)

DATE OF ISSUANCE 11/10/2021 EFFECTIVE DATE 1/25/22

OWNER St. Charles Parish
CONTRACTOR Omega Foundation Services, Inc.
Contract: Spillway Road Rehabilitation
Project:
OWNER's Contract No. P190902 ENGINEER's Contract No. 1921
ENGINEER Principal Engineering, Inc.

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

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

A. Delete the Following Work Items:

- Contract Item #509 (01) -Cold Plane (2" thick) - Contractor removed asphalt remaining with excavator. Delete item in its entirety. (-\$12,222.30)

Total of Deducted Items = (-\$12,222.30)

B. Add the Following Work Items: 0 added items

- New Contract Item #: Line item description
Addition of \$ xxx.xx (L.S.). See attached cost estimate for details.

Total of Added Work Items = (+\$000.00)

C. Revise the Following Work Item Quantities:

- Contract Item #202(02) Removal of Asphalt Pavement (Full Depth)
The quantity is to be changed to 5,064 Square yards. (+\$5,518.80)
- Contract Item #202(03) Removal of Portland Cement Concrete Pavement.
The quantity is to be changed to 168 Square Yards. (+\$8,198.12)
- Contract Item #202(04) Removal of PCC Incidental Paving.
The quantity is to be changed to 84.5 Square Yards. (+\$2,852.43)
- Contract Item #203(01) General Excavation.
The quantity is to be changed to 400 Cubic Yards. (-\$8,127.00)
- Contract Item #203(02)-A Embankment (Veh. Measure)
The quantity is to be changed to 7,373 Cubic Yards. (-\$15,085.62)
- Contract Item #302(01) Class II Base Course (Soil Cement 8" Thick)
The quantity is to be changed to 5,571 Square Yards. (+\$74,806.54)
- Contract Item #502(01)-A Asphaltic Pavement (level 1 Wearing)
The quantity is to be changed to 845 Tons. (+\$23,213.25)
- Contract Item #502(01)-B Asphaltic Pavement (level 1 Binder)
The quantity is to be changed to 1,430 Tons. (+\$59,730.00)
- Contract Item #601(01)-A PCC Paving (8" Thick)
The quantity is to be changed to 434 Square Yards. (+\$13,845.78)
- Contract Items #601(01)-B PCC Slope Paving 96" Thick)
The quantity is to be changed to 217 Square Yards. (-\$21,469.05)
- Contract Item #711(01) Riprap (DOTD Class 55)
The quantity is to be changed to 410.24 Tons. (-\$2,453.95)
- Contract Item #727(02) De-mobilization and Re-mobilization.
The quantity is to be changed to .5 L.S. (-\$5,311.46)
- Contract Item #732(01) Plastic Pavement Striping (4" width).
The quantity is to be changed to 1,508 Linear feet. (-\$5,238.88)
- Contract Item 739(01) Hydro Seeding.
The quantity is to be changed to 4,222 Square yards. (+\$736.44)
- Contract Item NS-202 Sawcut (Full Depth)
The quantity is to be changed to 594 linear feet. (-\$5,001.92)

Total of Change in Work Items Quantity = (+\$76,213.48)

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

A. Deleted Work Items:

- After reviewing the amount of cold planing the contractor decided to use the excavator to remove the minimal wearing course left. Cold planing equipment was not used. Item 509 (01)

B. Add Work Items - no work items were added.

C. Revise Work Item Quantities

- Due to the condition of the binder layer, it was decided to increase the scope of full depth repair by 246". See work Change Directive #1.
- Additional cross overs added to scope of work increased removal quantities (Work Directive #2).
- Additional cross overs added to scope of work increased removal quantities (Work Directive #2).
- Adjusted measurements for field conditions.
- Adjusted measurements for field conditions.
- Original measurements were low. Adjusted due to field conditions and added scope due to increased full depth repair (Work directive #1). Added another 165' due to base conditions once asphalt was removed.
- Adjusted measurements for field conditions. Added quantities from Work Change Directive #1.
- Adjusted measurements for field conditions. Added quantities from Work Change Directive #1.
- Adjusted quantities for field conditions. Added quantities for culvert crossings 3 & 6.
- Adjusted quantities for field conditions. Added quantities for culvert crossings 3 & 6.
- Adjusted for field conditions.
- After soil cement job was completed, 165' of roadway base was determined to be substandard and a full depth repair was needed. The soil cement equipment needed to be mobilized again.
- Adjusted for field conditions.
- Adjusted for field conditions.
- Adjusted for field conditions.

Change in contract Times:

- Work change directive No.1 -Increase days by ten.
- Work change directive No.2 -Increase days by ten.
- Poor working conditions due to saturated ground from rain. - Increase days by forty.

Attachments: (List documents supporting change)

- Work Directive #1
- Work Directive #2
- Final Pay Application quantities.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 1,157,156.00	Original Contract Times: Substantial Completion: 120 days Ready for final payment: August 31, 2021 (days or dates)
Net Increase (Decrease) from previous Change Orders No. 0 to 0: \$ N/A	Net change from previous Change Orders No. 0 to No. 0: Substantial Completion: N/A Ready for final payment: (days)
Contract Price prior to this Change Order: \$ 1,157,156.00	Contract Times prior to this Change Order: Substantial Completion: 120 days Ready for final payment: August 31, 2021 (days or dates)
Net increase (decrease) of this Change Order: \$ 63,991.18	Net increase (decrease) this Change Order: Substantial Completion: 60 days Ready for final payment: (days)
Contract Price with all approved Change Orders: \$ 1,221,147.18	Contract Times with all approved Change Orders: Substantial Completion: 180 days Ready for final payment: October 30, 2021 (days or dates)

RECOMMENDED: APPROVED: ACCEPTED:
By: John P. Davis By: Matthew Jewell By: Adam Bennett
ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)
Date: 1/10/21 Date: 1/25/22 Date: 1/9/21

2022-0010

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS/ WASTEWATER)
ORDINANCE NO. 22-1-8

An ordinance approving and authorizing the execution of a contract with APC Construction, LLC, for Parish Project No. P210601 Des Allemands Emergency Bulkhead, with a Bid in the amount of \$1,908,019.20.

WHEREAS, Ordinance No. 21-8-13 adopted August 23, 2021, by the St. Charles Council, approved and authorized execution of a Professional Services Agreement with All South Consulting Engineers, LLC., to perform engineering services for Des Allemands Bulkhead (Project No. P210601); and,

WHEREAS, sealed bids were received by St. Charles Parish on December 28, 2021, for Parish Project No. P210601 Des Allemands Emergency Bulkhead.; and,

WHEREAS, All South Consulting Engineers, LLC, the Engineer for the Project, has reviewed the bids and recommend that the Bid be awarded to the low bidder, APC Construction, LLC, in the total amount of \$1,908,019.20.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of APC Construction, LLC, for the construction of St. Charles Parish Project No. P210601 Des Allemands Emergency Bulkhead, is hereby approved and accepted in the amount of \$1,908,019.20.

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

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

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

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

And the ordinance was declared adopted this 24th day of January, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupont
CLVD/PARISH PRESIDENT: January 25, 2022
APPROVED: Matthew Jewell DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: January 25, 2022
AT: 2:15 pm REC'D BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 25th day of January, 2022, by APC Construction, LLC, hereinafter called the "Contractor", whose business address is 4910 Pottier Road, Harvey, LA 70059, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

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

Project Name: Des Allemands Emergency Bulkhead Project Number: P210601

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: All South Consulting Engineers, LLC located at 652 Papworth Ave, Metairie, LA 70005; (504)-322-2783

1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated December 2, 2021, Addenda number(s) 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.04 The Work is generally described as follows: The contract work comprises the emergency installation of a steel sheet pile bulkhead along with sand and flowable fill backfill.

ARTICLE 2

ENGINEER

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

- Remainder of page intentionally left blank -

ARTICLE 3

CONTRACT TIME

3.01 The Contractor shall complete the Work under the Contract within 180 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner Eight Hundred dollars \$800.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:

a) (\$ 1,908,019.20) One Million, Nine Hundred Eight Thousand, One Hundred and Twenty Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.

6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.

6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:

- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.

6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.

6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.

6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.

6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

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

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.

7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- a) Contract (Section 00500)
b) Performance Bond (Section 00611)
c) Payment Bond (Section 00610)
d) Insurance Certificates
e) Advertisement for Bids (Section 00010)
f) Louisiana Uniform Public Works Bid Form (Section 00300)
g) Addenda (Numbers 1 to N/A inclusive)
h) Contract documents bearing the general title "Des Allemands Emergency Bulkhead" dated December 2, 2021.
i) Drawings, consisting of a cover sheet dated December 2, 2021 and the sheets listed on Drawing N/A; each sheet bearing the following general title: Des Allemands Emergency Bulkhead
j) General Conditions (Section 00700)
k) Supplementary Conditions (if applicable for compliance purposes) (Section 00800)

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

ARTICLE 9

MISCELLANEOUS

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

9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

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

OWNER: Parish of St. Charles
By: Matthew Jewell
Title: Parish President

CONTRACTOR:
By: Keith Porta
Title: Managing Member

ATTEST:
By: Billy Raymond
Title: Deputy CAO

ATTEST:
By: Ryan Casanova
Title: Estimating Manager

2022-0014
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ST. CHARLES PARISH COUNCIL

RESOLUTION NO. 6612

A resolution of the St. Charles Parish Council, authorizing the Parish President to execute any and all documents necessary to authorize Lafourche Basin Levee District, its contractors, assignees, designees and agents to access and enter property owned by St. Charles Parish within the Sunset Drainage District for the purpose of evaluating, designing, making, improving, constructing and enhancing the levees and/or portions thereof located therein or and for such terms and conditions as he deems appropriate for the Upper Barataria Risk Reduction Segment 2-Sunset Levee Lift, CPRA Project No. BA-0220.

WHEREAS, the Lafourche Basin Levee District proposes to begin work and construction of the Upper Barataria Risk Reduction Segment-2-Sunset Levee Lift, CPRA Project No. BA-0220 (the "Project"); and,

WHEREAS, the work on the Project is to include the accessing and entering of certain property owned by St. Charles Parish within the Sunset Drainage District or over which St. Charles Parish has rights-of-way and servitudes for the purpose of evaluating, designing, making, improving, constructing and enhancing the levees or portions thereof on said property and rights-of-way and servitudes; and,

WHEREAS, the Lafourche Basin Levee District has requested that St. Charles Parish authorize it to enter its property and rights-of-way and servitudes within the Sunset Drainage District for purposes of performing the construction and the work on the Project; and,

WHEREAS, in addition to other things, the project will include the placement of fill on the crown of the various levees within the Sunset Drainage District to achieve design height for interim protection.

THE ST. CHARLES PARISH COUNCIL, HEREBY ORDAINS:

SECTION I. That Matthew Jewell, St. Charles Parish President, is hereby authorized to execute any and all documents necessary to allow the Lafourche Basin Levee District, its contractors, assignees, designees and agents to access and enter property owned by St. Charles Parish within the Sunset Drainage District for the purpose of evaluating, designing, making, improving, constructing and enhancing the levees and/or portions thereof located therein on such terms and conditions as he deems appropriate, for the Upper Barataria Risk Reduction Segment-2-Sunset Levee Lift, CPRA Project No. BA-0220.

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

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

And the resolution was declared adopted this 24th day of January, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: January 25, 2022
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: January 25, 2022
AT: 2:15pm RECD BY: [Signature]

2022-0015
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ST. CHARLES PARISH COUNCIL

RESOLUTION NO. 6613

A resolution of the St. Charles Parish Council, acting as the governing authority of the Sunset Drainage District authorizing the Parish President to execute any and all documents necessary to authorize Lafourche Basin Levee District, its contractors, assignees, designees and agents to access and enter property owned by the Sunset Drainage District for the purpose of evaluating, designing, making, improving, constructing and enhancing the levees and/or portions thereof located therein or and for such terms and conditions as he deems appropriate for the Upper Barataria Risk Reduction Segment 2-Sunset Levee Lift, CPRA Project No. BA-0220.

WHEREAS, the Lafourche Basin Levee District proposes to begin work and construction of the Upper Barataria Risk Reduction Segment-2-Sunset Levee Lift, CPRA Project No. BA-0220 (the "Project"); and,

WHEREAS, the work on the Project is to include the accessing and entering of certain property owned by the Sunset Drainage District or over which the Sunset Drainage District has rights-of-way and servitudes for the purpose of evaluating, designing, making, improving, constructing and enhancing the levees or portions thereof on said property and rights-of-way and servitudes; and,

WHEREAS, the Lafourche Basin Levee District has requested that the Sunset Drainage District authorize it to enter its property and rights-of-way and servitudes for purposes of performing the construction and the work on the Project; and,

WHEREAS, in addition to other things, the project will include the placement of fill on the crown of the various levees within the Sunset Drainage District to achieve design height for interim protection.

THE ST. CHARLES PARISH COUNCIL, ACTING AS THE GOVERNING AUTHORITY OF THE SUNSET DRAINAGE DISTRICT, HEREBY ORDAINS:

SECTION I. That Matthew Jewell, St. Charles Parish President, is hereby authorized to execute any and all documents necessary to allow the Lafourche Basin Levee District, its contractors, assignees, designees and agents to access and enter property owned by the Sunset Drainage District for the purpose of evaluating, designing, making, improving, constructing and enhancing the levees and/or portions thereof located therein on such terms and conditions as he deems appropriate, for the Upper Barataria Risk Reduction Segment-2-Sunset Levee Lift, CPRA Project No. BA-0220.

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

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

And the resolution was declared adopted this 24th day of January, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: January 25, 2022
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: January 25, 2022
AT: 2:15pm RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish on: February 3, 2022

Public Notice



ADVERTISEMENT FOR PROPOSALS

A. PROJECT IDENTIFICATION

Sealed proposals are requested by St. Charles Parish School Board from software companies for the development and implementation of a suitable replacement for the St. Charles Parish Schools' current school transportation bus routing software and management system that clearly demonstrates advanced functions and the ability to provide safer, more efficient transportation for students, streamline and automate more tasks, and improve reporting capabilities.

B. PROPOSAL DOCUMENTS

Proposals will be received at the **St. Charles Parish School Board**, Transportation Department, 13855 River Road, Luling, Louisiana 70070 at **9 A.M., LOCAL TIME, Tuesday, March 8, 2022**, at which time the bids will be publicly opened and read aloud in the Transportation Office.

All proposals are required to be submitted by either certified or registered mail with a return receipt requested or hand-delivered at which time a receipt will be issued. UPS and Federal Express are acceptable. All proposals shall be typed or legibly written and submitted in a sealed envelope clearly labeled on the outside **School Bus Routing Software and Management System March 8, 2022**. Proposal documents are also available at www.stcharles.k12.la.us under "Resources," select "Online Bids, RFP's, etc."

All other questions regarding the scope of work of the project should be directed to Corey Byrd in writing via email only: chyrd@stcharles.k12.la.us

C. PROPOSAL SECURITY AND PERFORMANCE AND PAYMENTS BONDS

Proposals must be accompanied by a bid bond, certified check, cashier's check, or money order in the amount of not less than 5% of the total bid shown on the bid form. Bids will not be considered unless the required check or bond is attached.

Contract, if awarded, will be on the basis of the following criteria and relative weights

Pricing	30%
Software and Hardware Capabilities by Module including a demonstration	25%
Training, Support and Maintenance	20%
Project Management, Implementation Process, Timeline, Availability	15%
Minority/Small/Women Owned Business	5%
Experience & Reputation	5%

D. REJECTION OF PROPOSALS

St. Charles Parish School Board 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-PROPOSAL MEETING

A PRE-PROPOSAL MEETING will be held via zoom on Thursday, February 18, 2022, at 10 a.m. This meeting will allow vendors to gain knowledge and insight about the District needs. Attendance at this pre-proposal meeting is **MANDATORY**.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: February 3, 2022
February 10, 2022
February 17, 2022

St. Charles Parish Public Schools
Alex L. Suffrin, President
Dr. Ken Oertling, Superintendent
13855 River Road, Luling, LA 70070

Public Notice

St. Charles Parish School Board Retreat (Friday, January 14, 2022)
Generated by Shelly Babineaux on Monday, January 17, 2022

Members present:
Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John L Smith, Alex L Suffrin

Members absent:
Clarence H Saville, John W Babichaux

Meeting called to order at 8:03 AM

1. Opening Items

1.01 Call to Order
The Board President Alex "Al" Suffrin called the meeting to order.
As per L.R.S. 42:16-17 the Board went into Executive Session

Superintendent Dr. Ken Oertling reviewed the agenda for the retreat. He referenced Jesse Babin with USI, Assistant Superintendent of HR and Administrative Services Trisa Wehre, Executive Director of Secondary Schools Angela Babin, and Director of Risk Management & Insurance Darinisha Gray were all attending by zoom.

2. Business Items

Goal C - Operational Effectiveness

Self-Insured Health Insurance Update
David Bash with USI Insurance introduced Bill Crumble (in person), Jesse Babin, Nora Routier, Tom Turner and Mike McAbee with USI Insurance (by zoom). Self insured renewal and options to mitigate risks were discussed. This item will go to vote at the January 26, 2022 Board meeting.

Emergency Management System RFP Discussion
A discussion was held about emergency management system services. The Board directed Administration to revise an RFP for this service for the January 26, 2022 Board meeting.

Insurance Cost Projections/Financial Impact
A discussion was held on past and projected insurance costs with Chief Financial Officer Ronald White and Director of Risk Management & Insurance Darinisha Gray (by zoom).

Property Disposal Policy 5.83a
Chief Financial Officer Ronald White discussed the policy 5.83a (it will receive a new reclassification number). A section was added to accommodate the hiring of a real estate broker to sell property. Mr. White explained the new language which includes the law and made recommendations to the Board. A discussion was held on changes needed for it to go for a first reading at the January 26, 2022 Board meeting.

Goal 6 - Student Achievement and Success

SPS/DPS Update - Assistant Superintendent of Curriculum, Instruction & Assessment Erin Granier and Director of Instructional Support Colleen Charles presented data on District and School Performance scores. A discussion was held on the effects from e-learning, quarantining, hurricane impact, and library re-design.

ESSER Fund Update - Chief Financial Officer Ronald White and Director of Federal Programs and former Curriculum Specialist Pat Smith presented an update on ESSER funds usage and allocation used to prepare, prevent and respond including learning recovery efforts. It was also noted that the ESSER funds are also reviewed during Budget Review Committee meetings.

WORKING LUNCH

Universal Screening Update - Executive Director of Student Services Jerry Smith presented an update on recent student Social Emotional wellness screenings and parents of PreK-4 students. Discussions were held including Hurricane Ida and COVID impacts, interventions and programs, and future support for all students. Proactive measures are in effect with a new COVID reporting system along with testing and vaccination opportunities.

Attendance Zone Changes - Chief Plant Services & Security Officer John Rome referenced policy 5.22 (School Attendance Zones) and presented school attendance zones pertaining to certain areas, transportation, student numbers and recommendations. A discussion was held including tiered approach to changes via full implementation, timelines and efficiency.

Goal B - Excellence in Leadership & Personnel

Recodification of Policies - Assistant Superintendent of Human Resources and Administration Trisa Wehre presented the policy recodification program with a summary of next steps recommended by Forethought. A discussion was held including new categories, revisions, combining, splitting and deleting of policies and timeline of implementation.

HR Reorganization - Assistant Superintendent of Human Resources and Administration Trisa Wehre presented an HR reorganization recommendation. A discussion was held on responsibilities, long term goals, positions and challenges.

AM/PM Staffing Update - Administrator of HR Compliance, Development, and Retention Frederick Treuting, Jr. (Erick) presented an overview of AM/PM staffing, recent negotiations, pay rates and recommendations. A discussion was held on positions, services, rates, agencies and possible solutions. The Board directed Administration to bring additional staffing options at the March 25, 2022 Board Retreat.

Goal E - Engaging Stakeholders

Chief Plant Services & Security Officer John Rome presented the proposed 2022 Bond Issue Projects. Major projects were discussed for PPS, CTE facilities (Rohly Seal), school sites (Erin Granier), technology (Stephanie Steib) and marketing (Stevie Crovotto). John Rome and Kade Rogers also gave an update on the DHS/HHS stadium lighting and wiring project.

LSRAP - Superintendent Dr. Ken Oertling recommended extending the current LSRAP by 1 year to allow for a new 3 year plan be developed due to COVID & IDA setbacks and lack of meeting time with constituents. Dr. Oertling also gave an update on LASS and state accountability.

LSBA - The Board discussed affiliations, conferences and options available.

3. Closing

3.01 Motion to Adjourn

Motion to adjourn.

Motion by Melinda H Bernard, second by Dennis J Naquin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John L Smith, Alex L Suffrin

Publish on: February 3, 2022

Public Notice

St. Charles Parish Public Schools Committee Meetings (Monday, January 24, 2022)

Generated by Shelly Babineaux on Tuesday, January 25, 2022

Members present:
Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

Meeting called to order at 4:46 PM

1. Risk Management & Insurance Committee

1.01 Monthly Legal Update - Executive Session Committee Meeting Only

Arthur "Art" Aucoin called the Risk Management & Insurance Committee meeting to order.

Motion by D. Naquin, second by A. Suffrin to go into Executive Session per L.R.S. 42:16-17 to discuss legal items.

Motion by J. Robichaux, second by A. Suffrin to return to regular session.

1.02 Health Insurance Self Funded

Director of Risk Management Darrinisha Gray and Jasse Babih with USI presented the self funded health insurance option.

A discussion was held on moving from fully-funded to self-funded options which is expected to result in financial savings for the District without adversely impacting employees.

This agenda item to choose self funded will be on the January 26, 2022 Board meeting agenda. The actual voting on the self funded plan would be at the February 16, 2022 Board meeting.

1.03 Cyber Liability Insurance Renewal

Director of Risk Management Darrinisha Gray and Director of Information Technology Stephanie Steib presented the cyber liability costs, renewal and details. A brief discussion was held.

The Risk Management & Insurance Committee recommends continuation of the cyber liability package with Tokyo Marine.

This agenda item will be on the January 26, 2022 Board meeting agenda.

1.04 Approval of Enrolling Firm for Employee Benefits

Director of Risk Management Darrinisha Gray along with Adam Miley and Elise Fauchaux with AGM Benefits, as Administration is recommending AGM Benefits for the Request for Qualifications. Quotes from nine firms were received for Employee Benefits Enrollment. Ms Gray referenced the score sheets that are attached.

The Employee Benefits Committee comprised of ten employees from several departments received two responses to the Request for Qualifications. The proposals were reviewed, evaluated, and scored based upon the criteria set forth in the Request for Qualifications and received oral presentations. Acceptance of the qualifications from AGM Benefits provides the District with high quality services.

A discussion was held on the benefit committee members and number of school districts serviced. This item will be on the January 26, 2022 Board meeting agenda.

Motion by J. Robichaux; second by D. Naquin to adjourn.

2. Finance & Audit Committee

Alex "Al" Suffrin called the Finance & Audit Committee meeting to order.

2.01 Annual Comprehensive Financial Audit FY20-21

Chief Financial Officer Ronald White and Mickey Simon with LaPorte CPAs & Advisors reported on the financial audit which was completed on December 29, 2021, for fiscal year ended June 30, 2021. The audit report was reviewed and discussed in detail including the District Internal auditor and student activity funds.

This agenda item will be on the January 26, 2022 Board meeting agenda.

2.02 Request for Proposals - Multi Function Copiers/Printers and Service Agreement for the District

Director of Ancillary services Teresa Brown and Textbook Coordinator and Distribution Supervisor George Dumas presented the Request for Proposals for Multi Function Copiers and Printers.

The District currently has 100 multi-function copier/printers (MFP) across all buildings and four (4) production copier/printers in the copy center. These MFP's within the buildings allow for schools to print instructional resources and meet other printing needs of each school or department. In order to have the best quality printers/copiers and service agreement, the District is requesting proposals. A discussion was held including copy paper and co-operative purchasing of other products which will be considered and reported back to the Board.

This agenda item will be on the January 26, 2022 Board meeting agenda.

2.03 Bid Authorization Request-Child Nutrition Program Food, Supplies, and Equipment

Director of Ancillary Services Teresa Brown and Director of Child Nutrition Monique Age-Romero presented the Bid Authorization Request for Child Nutrition Program Food, Supplies and Equipment.

The Child Nutrition Program provides school cafeterias with the necessary food, supplies, and equipment to serve nutritious meals. In order to have the best quality food, supplies, and equipment at the most competitive price, the District is seeking bid authorization for the following:

1. Processed food products
2. Frozen food products
3. Produce
4. Milk and milk products
5. Bread and bread products
6. Cafeteria janitorial & paper supplies
7. Small cafeteria equipment
8. Large cafeteria equipment

The pizza service will no longer be with Domino's but will be done in-house. This agenda item will be on the January 26, 2022 Board meeting agenda.

2.04 Request for Proposals - Emergency Project Management

Chief Financial Officer Ronald White presented the Request for Proposals - Emergency Project Management.

The District has used the services of a firm to provide project management and grant management consultation following Hurricane Ida. These services were procured on an emergency basis, and this contract expires on January 31, 2022. If the school district determines that it wishes to hire a firm to provide these services after January 31, 2022, it would be prudent to issue a request for proposals in order to procure the best qualified firm to provide these services.

Al Suffrin referenced the copy of the RFP which was attached. This item will be on the January 26, 2022 Board meeting agenda.

2.05 Extension of Contract with CSRS Disaster Recovery Management for Disaster Project and Grant Management Services

CSRS Disaster Recovery Management is currently under contract with the School Board for disaster project and grant management services through January 31, 2022. This firm was procured under an emergency procurement process. In order to have a firm provide these services while the formal procurement process continues, it is necessary to extend the existing contract.

Chief Financial Officer Ronald White presented extending the CSRS for up to 3 months, subject to SCPPS having the ability to terminate the contract as needed.

This item will be on the January 26, 2022 Board meeting agenda.

2.06 Selection of Bond Underwriter and Municipal Advisor

Chief Financial Officer Ronald White presented the recommendation for the selection of Bond Underwriter and Municipal Advisor. In order to facilitate the sale of the planned 2022 Series General Obligation Bonds, it is necessary to contract for the services of a bond underwriter and municipal advisor. A Finance & Audit Committee meeting was held on Thursday, January 20, 2022, to review information and presentations from bond underwriters and municipal advisors.

A discussion was held on the proposals, firms recommended by the Finance & Audit Committee, proposal costs, fees and comparisons to other firms. Jason Akers with Foley & Judell, L.L.P. explained the breakdown of costs as requested by the Board.

This item will be on the January 26, 2022 Board meeting agenda.

2.07 Resolution Ordering and Calling Bond Election

Chief Financial Officer Ronald White and Jason Akers with Foley & Judell, L.L.P. presented the resolution ordering and calling a special election to be held in School District No. 1 of the Parish of St. Charles, State of Louisiana, to authorize the incurring of debt and issuance of bonds therein; making application to the State Bond Commission and providing for other matters in connection therewith. The election is set to be held April 30, 2022.

This item will be on the January 26, 2022 Board meeting agenda.

2.08 Accounts Payable for the Month of December 2021

With no discussion or objection, this item will be on the January 26, 2022 Board meeting agenda.

Motion by D. Naquin second by C.H. "Sonny" Savoie to adjourn.

3. Capital Improvements Committee

Dennis Naquin called the Capital Improvements Committee to order.

3.01 Bid Authorization Request-Ethel Schoeffner Elementary School Roof Hurricane Ida Damages Restoration

Chief Plant Services and Security Officer John Rome, along with Scott Wilby with Wilby Architects presented the Bid Authorization Request for Ethel Schoeffner Elementary School Roof from Hurricane Ida Damages.

(John Smith asked if all Bid Authorizations relating to Hurricane Ida could be consent agenda. A discussion was held and the Board would decide before Wednesday's Board meeting.)

This item would be on the January 26, 2022 Board meeting agenda.

3.02 Bid Authorization Request-New Sarpy Elementary School Roof Hurricane Ida Damages Restoration

Chief Plant Services and Security Officer John Rome and Michael Tabo with Murray Architects, Inc. discussed the Bid Authorization Request-New Sarpy Elementary School Roof Hurricane Ida Damages Restoration.

3.03 Bid Authorization Request-Hahnville High School Building D Hurricane Ida Damages Restoration

This item will be on the January 26, 2022, Board meeting agenda.

3.04 Bid Authorization Request-Professional Learning Center Hurricane Ida Damages Restoration

This item will be on the January 26, 2022, Board meeting agenda.

3.05 Bid Authorization Request-Destrehan High School Building A Hurricane Ida Damages Restoration

Timelines were discussed for full restoration of each building (A and B below) modifications and details of each.

This item will be on the January 26, 2022, Board meeting agenda.

3.06 Bid Authorization Request-Destrehan High School Building B Hurricane Ida Damages Restoration

This item will be on the January 26, 2022, Board meeting agenda.

3.07 Bid Acceptance-HVAC Replacement St. Charles Parish School Board Central Office

Chief Financial Officer John Rome, Maintenance Director Kevin Barney presented the engineer's construction budget for HVAC replacement at Central Office as \$1,200,000. Ben Tullier and David Code with GVA Engineering, L.L.C. were also on hand to answer questions. Bids were received from Three (3) contractors on Tuesday, January 18, 2022. The lowest base bid including alternate number one and alternate number two was received from Gallo Mechanical, L.L.C., in the amount of \$1,277,000.00 (see attached bid tally sheet). According to the engineer, the bid meets all requirements. Accepting the lowest base bid including alternate number one and alternate number two from Gallo Mechanical, L.L.C., will allow the contractor to begin the project.

This agenda item will be on the January 26, 2022 Board meeting agenda.

3.08 The St. Charles Parish Council on Aging and Hahnville Learning Center Update-Committee Meeting Only

Administrator of Ancillary Services Teresa Brown, MS, RD, LDN, SNS and Director of Risk Management and Benefits Darrinisha L. Gray, Esq. presented an update on The St. Charles Parish Council on Aging lease and Hahnville Learning Center property relative to damages and repairs from Hurricane Ida.

A discussion was held including demolition, repairs, insurance, depreciation costs, asbestos abatement, assessments and exclusion from policy. The Board agreed to add an agenda item referencing demolition of the building. Administration will create an agenda item to be added to the January 26, 2022 Board meeting.

Motion by A. Suffrin ; second by E. Alexander to adjourn.

4. Personnel & Policy Committee

C.H. "Sonny" Savoie called the Personnel & Policy Committee to order.

4.01 Revisions to Policy 5.83 and Procedure 5.83R - First Reading

Chief Financial Officer Ronald White presented the review of Board Policy 5.83 and Procedure 5.83R, Property Disposal. Revisions were explained in order to reflect a recent change in state law.

This item will be on the January 26, 2022 Board meeting agenda.

4.02 Policy 4.63 Drug-Free Work Environment - First Reading

Assistant Superintendent of Human Resources and Administrative Services Tresa Webb reviewed Board Policy 4.63 - Drug-Free Work Environment, where significant revisions were required, including procedures, as recommended by Forethought Consulting Inc.

This agenda item will be on the January 26, 2022 Board meeting agenda.

4.03 Personnel Items

Assistant Superintendent of Human Resources and Administrative Services Tresa Webb presented the personnel items to the Board.

A discussion was held. This item will be on the January 26, 2022 Board meeting item.

4.04 Reorganization of the Human Resources Department

Assistant Superintendent of Human Resources and Administrative Services Tresa Webb presented the Reorganization of the Human Resources Department with the Board.

Over the past several years, the Human Resources Department (HR) has experienced a shift from a traditional transactional department to a more strategically driven department. This shift was prompted by the progressive decline in the labor workforce. This strategic focus necessitates reorganizing the responsibilities of professional staff to allow for a shift in focus from filling positions to developing and expanding professional and classified pipelines.

A discussion was held including how to present these items being voted on at the January 26, 2022 Board meeting. Administration was directed to separate the job descriptions from the HR Reorganization agenda item.

Motion by Art Aucoin; second by John Smith to adjourn.

5. Curriculum, Instruction & Assessment Committee

5.01 Proposed 2022-2023 School Session Calendar - Second Reading & Adoption

Melinda Bernard called the Curriculum, Instruction & Assessment Committee meeting to order.

With no objections or discussion, the calendar item will be on the January 26, 2022 Board meeting agenda.

Motion by J. Smith; second by C. Savoie to adjourn.

6. Transportation Committee

6.01 Request for Proposals-Transportation School Bus Routing Software and Management System

Administrator of Ancillary Services Teresa Brown and Transportation Manager Corey Byrd, presented a request for proposals for a new Transportation School Bus Routing Software and Management System. The department has a fleet of 150 buses and over 200 employees that are tasked with transporting approximately 7000 students daily to and from school, as well as to school activities and functions. In order to have the most efficient, safest, and highest quality service for all stakeholders, the District is requesting proposals for a single source system to meet the needs of the department and District.

A discussion was held including number of buses in operation, new system budget, annual cost, efficiencies and implementation.

This item will be on the January 26, 2022 Board meeting agenda.

*The Curriculum Instruction & Assessment Committee re-convened by Chair Melinda Bernard. Director of Public Information Strevie Crovetto reviewed the calendar with the revision of early dismissal days which resulted in an additional student holiday on 1/4/23.

Motion by S. Savoie; second by A. Aucoin to adjourn.

Publish on: February 3, 2022

Public Notice

St. Charles Parish Public Schools Board Meeting - REVISED (Wednesday, January 26, 2022)

Generated by Shelly Babineaux on Thursday, January 27, 2022

Members present:
Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

Members absent:
John W Robichaux

Meeting called to order at 7:29 PM

1. Opening Items

1.01 Call To Order

Board President Alex "Al" Suffrin called the meeting to order.

HHS Senior Charles Looney said the opening prayer.

1.02 Pledge of Allegiance

Board Member District 1 Ellis Alexander said the pledge.

1.03 Roll Call

The Superintendent Dr. Ken Gertling, 7 board members, and Executive Secretary Shelly Babineaux were in attendance. 1 Board member absent.

2. Resolutions/Proclamations

2.01 Louisiana School Board Recognition Month

Adopt the Louisiana School Board Recognition Month Resolution.

Motion by John L Smith, second by Dennis J Naquin.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

Not Present at Vote: John W Robichaux

The Superintendent Dr. Ken Gertling thanked the Board for their work, especially during the pandemic and following Hurricane Ida. Public Information Director Strevie Crovetto read a biography on each board member while a slide show of their involvement played. Two students of the year gave speeches thanking the school Board members for their roles and participation that makes SCPPS exceptional.

2.02 School Board Member Training Resolution

Adopt the School Board Member Training Resolution.

Motion by Clarence H Savoie, second by Dennis J Naquin.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

Not Present at Vote: John W Robichaux

2.03 National School Counselors' Week Proclamation

Accept the National School Counselors' Week Proclamation.

Motion by Dennis J Naquin, second by Melinda H Bernard.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

Not Present at Vote: John W Robichaux

2.04 2022 Digital Citizenship Month Proclamation

Accept the 2022 Digital Citizenship Month Proclamation.

Motion by Melinda H Bernard, second by John L Smith.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

Not Present at Vote: John W Robichaux

2.05 Career and Technical Education Month Proclamation

Accept the 2022 Career and Technical Education Month Proclamation.

Motion by Arthur A Aucoin, second by Clarence H Savoie.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

Not Present at Vote: John W Robichaux

3. Recognitions

3.01 St. Charles Parish Public Schools' United Way Campaign

Director of Public Information Strevie Crovetto presented a check in the amount of \$56,324.76 to United Way of St. Charles Parish Director John Dias from the employees of St. Charles Parish Public Schools.

3.02 Board and Superintendent's Recognition

Several students and employees were recognized for recent achievements.

4. Business Items

4.01 Minutes, December 13, 2021 Reapportionment Public Hearing, December 13, 2021 Committee Meetings, December 15, 2021 Regular Board Meeting

Approve the minutes of the December 13, 2021 Reapportionment Meeting, December 13, 2021 Committee Meetings and December 15, 2021 Regular Board Meeting as presented to the Board.

Motion by Dennis J Naquin, second by Arthur A Aucoin

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

4.02 Health Insurance Self Funded

Approve the transition to a self-funded health insurance plan.

Motion by Arthur A Aucoin, second by Dennis J Naquin.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

4.03 Cyber Liability Insurance Renewal

Approve the renewal of the Cyber Liability Insurance Renewal with Tokyo Marine at a cost of \$10,689.46.

Motion by Arthur A Aucoin, second by Dennis J Naquin.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

4.04 Approval of Enrolling Firm for Employee Benefits

Approve the selection of AGM Benefit Solutions as the District's Enrolling Firm for Employee Benefits at no cost to the district.

Motion by Arthur A Aucoin, second by Dennis J Naquin.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

4.05 Annual Comprehensive Financial Audit FY20-21

Accept the Annual Comprehensive Financial Audit for FY20-21.

Motion by Dennis J Naquin, second by Clarence H Savoie.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

4.06 Proposed 2022-2023 School Session Calendar - Second Reading & Adoption

Approve the proposed 2022-2023 school session calendar for the second reading and adoption.

Motion by Melinda H Bernard, second by Arthur A Aucoin.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

4.07 Request for Proposals - Multi Function Copiers/Printers and Service Agreement for the District

Approve the request for proposals multi function copiers/printers and service agreement for the District.

Motion by Clarence H Savoie, second by Dennis J Naquin.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

4.08 Bid Authorization Request-Child Nutrition Program Food, Supplies, and Equipment

Approve the bid authorization request for Child Nutrition Program food, supplies, and equipment.

Motion by Clarence H Savoie, second by Dennis J Naquin.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

4.09 Request for Proposals - Emergency Project Management

Approve the request for proposals for emergency project management.

Motion by Dennis J Naquin, second by Clarence H Savoie.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

4.10 Extension of Contract with CSRS Disaster Recovery Management for Disaster Project and Grant Management Services

Approve the extension of the contract with CSRS Disaster Recovery Management for up to three (3) months. The cost will be determined based on services provided.

Motion by Clarence H Savoie, second by Dennis J Naquin.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

4.11 Selection of Bond Underwriter and Municipal Advisor

Approve the selection of Crews and Associates as the bond underwriter and Agent Advisors as the municipal advisor for the planned 2022 Series Bonds.

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.12 Resolution Ordering and Calling Bond Election

Approve the resolution ordering and calling a special election and other matters as presented at a cost of approximately \$66,000.

Motion by Clarence H. Savoie, second by Dennis J. Naquin.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.13 Accounts Payable for the Month of December 2021

Approve the accounts payable for the month of December 2021.

COST

General Fund	\$ 2,494,532
Special Revenue Funds	4,385,498
Capital Projects	819,959
Debt Service Fund	1,189
GRAND TOTAL	\$ 7,701,178

Motion by Clarence H. Savoie, second by Dennis J. Naquin.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.14 Demolition of the Hahnville Learning Center Property

Approve the demolition of the Hahnville Learning Center property at 626 Pine Street, Hahnville, LA at a cost of approximately \$275,000.

Motion by Dennis J. Naquin, second by Ellis A. Alexander.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.15 Bid Authorization Request-Ethel Schoeffner Elementary School Roof Hurricane Ida Damages Restoration

Approve the bid authorization request for the Ethel Schoeffner Elementary School Roof Hurricane Ida Damages Restoration project.

Motion by Dennis J. Naquin, second by Ellis A. Alexander.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.16 Bid Authorization Request-New Sarpy Elementary School Roof Hurricane Ida Damages Restoration

Approve the bid authorization request for the New Sarpy Elementary School Roof Hurricane Ida Damages Restoration project.

Motion by Dennis J. Naquin, second by Ellis A. Alexander.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.17 Bid Authorization Request-Hahnville High School Building D Hurricane Ida Damages Restoration

Approve the bid authorization request for the Hahnville High School Building D Hurricane Ida Damages Restoration project.

Motion by Dennis J. Naquin, second by Ellis A. Alexander.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.18 Bid Authorization Request-Professional Learning Center Hurricane Ida Damages Restoration

Approve the bid authorization request for the Professional Learning Center Hurricane Ida Damages Restoration project.

Motion by Dennis J. Naquin, second by Ellis A. Alexander.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.19 Bid Authorization Request-Destrehan High School Building A Hurricane Ida Damages Restoration

Approve the bid authorization request for the Destrehan High School Building A Hurricane Ida Damages Restoration project.

Motion by Dennis J. Naquin, second by Ellis A. Alexander.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.20 Bid Authorization Request-Destrehan High School Building B Hurricane Ida Damages Restoration

Approve the bid authorization request for the Destrehan High School Building B Hurricane Ida Damages Restoration project.

Motion by Dennis J. Naquin, second by Ellis A. Alexander.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.21 Bid Acceptance-HVAC Replacement St. Charles Parish School Board Central Office

Accept the lowest base bid including alternate number one and alternate number two submitted by Gelfo Mechanical, L.L.C., for the HVAC Replacement for St. Charles Parish School Board Central Office at a cost of \$1,277,000.

Motion by Dennis J. Naquin, second by Ellis A. Alexander.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.22 Request for Proposals-Transportation School Bus Routing Software and Management System

Approve the request for proposals for the bus routing and GPS system for Transportation School Bus Routing Software and Management System.

Motion by Ellis A. Alexander, second by Melinda H. Bernard.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.23 Revisions to Policy 5.83 Property Disposal - First Reading

Approve the revisions to Board Policy 5.83 Property Disposal for a first reading.

Motion by Clarence H. Savoie, second by Dennis J. Naquin.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.24 Revisions to Policy 4.63 Drug-Free Work Environment - First Reading

Accept the revisions to Board Policy 4.63 Drug-Free Work Environment for a first reading.

Motion by Clarence H. Savoie, second by Arthur A. Aucoin.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.25 Personnel Items

Approve the personnel items as presented to the Board.

Motion by Clarence H. Savoie, second by Arthur A. Aucoin.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.26 Job Description Revisions

Approve job description revisions.

Motion by Clarence H. Savoie, second by Arthur A. Aucoin.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

4.27 Reorganization of the Human Resources Department

Approve the reorganization of the Human Resources Department at a cost range between \$22,409 - \$27,564.

Motion by Clarence H. Savoie, second by Arthur A. Aucoin.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

5. Closing Items

5.01 Standing Committee Reports

Ellis Alexander reported on the 1. Transportation Committee item that was approved tonight.
The Curriculum, Instruction & Assessment Committee meeting report was given by Melinda Bernard.
Art Aucoin reported on the Risk Management & Insurance Committee items.
Capital Improvements Committee was reported by Dennis Naquin.
Personnel & Policy Committee reports was given by C.H. "Sonny" Savoie.
Al Suffrin reported on the 8 items that were approved tonight from the Finance & Audit Committee.

5.02 Superintendent's Report

Spring 2023 Community Education - Are you ready to learn a new hobby, language or skill or find some peace in these chaotic times? Choose from a wide variety of new as well as some tried and true Community Ed. classes like learning a new language, CPR, playing the piano or guitar, folk art, creating stained glass, acrylic and pen and ink watercolor painting, journaling, finance, health and wellness, photography and cookbook publishing. The Community Education Department is pleased to announce our Spring 2022 semester. The announcement and brochure with course offerings will be published on the St. Charles Parish Public Schools Community Education page at www.stcharles.k12.la.us/communityed and on social media the last week in January. The Spring 2022 brochure will be emailed to grandparents for their convenience and copies of the brochure will be available at various locations in and around St. Charles Parish. Class registration will begin Monday, January 31st, and continue through Friday, February 25. The semester will begin on Thursday, March 31st.

FAPSA Graduation Requirement - Each graduating high school senior in a Louisiana public high school is required, as part of his or her Individual graduation plan, to complete either the Free Application for Federal Student Aid (FAFSA) or complete and sign a Parental Nonparticipation Form. In order to meet this graduation requirement, parents must either complete the FAFSA application located at FAFSA.GOV or contact your child's school counselor at Destrehan High School or Hahnville High School, to complete the Parental Nonparticipation Form. Additional questions regarding this Louisiana Department of Education graduation requirement can be answered by your child's school counselor or principal.

COVID Update - This month has been challenging to maintain efficient school system operations due to staff impacted as a result of community spread of COVID. As the positivity rate remains high in our community we ask that you please keep your child home if he or she is exhibiting any illness symptoms. If you need to report a COVID related illness or contact, please reach out to our COVID nursing team via the online Google Form located on our district webpage. As a reminder, wearing masks is mandatory on all school buses and all individuals are strongly recommended to wear a mask whether vaccinated or unvaccinated, both indoors and outdoors in settings where social distancing cannot be adhered to.

5.03 Information Items

5.04 Meeting Adjourn

Motion by Dennis J. Naquin, second by Arthur A. Aucoin.
Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

Publish on: February 3, 2022

Public Notice

ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

The St. Charles Parish Zoning Board of Adjustment will meet on February 17, 2022 at 6:00 p.m. to hear:

2022 6 ZBA Sean D. & Christy Z. Moore to increase the fence height in the required front yard at **225 Park Ave., Destrehan**, Zoning District R-1A, Council District 6.

2022 7 ZBA Henry Cologne for DA Investments to reduce the minimum building elevation from +5 ft. NAVD (Preliminary DIRM) to 1.1 ft. NAVD (1 ft. above street centerline) at **120 Wenger Rd., Des Allemands**, Zoning District R-1A, Council District 4.

2022 8 ZBA Dominique Dicarlo Crouch to reduce the required rear yard at **101 Audubon Pl., Destrehan**, Zoning District R-1B, Council District 2.

NEW BUSINESS

- Risk Rating 2.0 Update
- Adoption of Zoning Board of Adjustment Rules

ALTERNATE DATE: 2/24/22

PUBLISH 2/3, 2/10, 2/17

Public Notice

Advertisement for Request for Proposals

Interested vendors are invited to submit proposals to St. Charles Parish School Board ("SCPSB") electronically via the Central Auction House website located at the "Online Bids & RFPs" link under the Resources tab at the SCPSB website <https://www.stcharles.k12.la.us/>.

All proposals will be accepted until **12:00 noon** local time (Central Standard Time) on **March 3, 2022**. All proposals received will be taken under advisement as submitted by the assigned date and time at SCPSB. All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. Failure to follow these instructions could result in disqualification of the proposal. SCPSB reserves the right to reject any and all proposals.

Questions should be submitted electronically via the online site no later than **12:00 noon** local time (Central Standard Time) on **February 18, 2022**. Firms are responsible for checking the website above periodically for any updates or revisions to the Request for Proposals ("RFP").

Proposals are hereby requested for the following:

EMERGENCY PROJECT MANAGEMENT

Additional information and documents may be obtained free of charge by contacting the office of Ronald E. White, Jr., at SCPSB, 13855 River Road, Luling, LA 70070. Call (985) 785-3116 for documents or questions. Firms are not allowed to contact other SCPSB departments, schools or centers about the RFP.

Advertising dates in the St. Charles Herald-Guide, official journal of SCPSB, shall be:

1st Listing: Thursday, February 3, 2022

2nd Listing: Thursday, February 10, 2022

St. Charles Parish School Board

Alex L. Suffrin, School Board President

Dr. Ken Oertling, Superintendent

13855 River Road

Luling, LA 70070

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