



MARCH 31 - APRIL 6, 2022

vol. 149 | NO. 13 | **75¢**
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Destrehan boy finds ‘dreams come true’ after completing chemotherapy

Ryan Arena Editor
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For the McDonald family, March of 2020 was life-changing - for different reasons than most.

It was then that Brian and Abby McDonald took their 4-year-old son Andrew to the emergency room after noticing excess drooling – the couple felt something was not right. Their instinct was correct, and their day-to-day lives took an unexpected turn when they learned Andrew was diagnosed with a ganglioglioma tumor, likely caused by a genetic condition known as neurofibromatosis type 1.

Andrew started chemotherapy, juxtaposed with the many routine alterations and new dangers brought forth by COVID-19. He traveled back and forth from his home in Destrehan to Children’s Hospital until the summer of 2021, when he officially completed chemotherapy.



Andrew McDonald and his family recently enjoyed a trip to remember.



DREAMS on 6A

Tigers look strong in rivalry victory over Destrehan



TURN to 1B

Shell Norco sets record fundraising campaign



TURN to 2A

Local teen wears holiday costumes to spread cheer

Monique Roth Editor
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First it was the Grinch and soon it will be the Easter Bunny. But whatever the holiday, Bayou Gauche resident Collin Shields said he just can’t get enough.

“I just love making the kids of this world happy,” he said.

Lana Shields said her 14-year-old son enjoyed entertaining people so much as the Grinch in December that he couldn’t wait for her to buy him an Easter Bunny costume so that he could spread more holiday cheer.

As the Grinch, Collin visited a retirement home, day care and multiple homes. Lana said because Collin is autistic he generally doesn’t like crowds,



Collin Shields

EASTER BUNNY on 2A



Family and friends of the three students killed in a November car crash gathered at Nicholls State University to celebrate the new scholarship in honor of the girls.

New scholarship created to honor the legacy of students lost to car crash

Monique Roth Editor
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The legacy of three Luling residents - Michaila Bowling, Hali Coss and Lily Dufrene – will live on as the Nicholls State University Foundation

is establishing a new endowed scholarship to honor the memories of the three former students who were victims of a fatal November car crash.

SCHOLARSHIP on 8A

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Shell Norco sets new record, raises \$3 million for United Way and other non-profits

Ryan Arena Editor
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“At a time this community needed the most help, you stepped up to help the most.”

Those were the words of John Dias, United Way of St. Charles Executive Director, to the assembled crowd on hand at Shell Norco last week. Hearing them were the site’s All-Star givers, the distinction Shell bestows upon those who donated throughout the business’ HERO employee giving campaign.

And topping it all off at the site’s joint Victory Celebration event with United Way was a check presentation to UWSC. Shell Norco raised a whopping sum of \$3 million to donate to non-profit organizations, with more than \$1.8 million of that sum directly going to United Way of St. Charles. The total sum donated was a new record for Shell Norco, and as Dias noted, it came in a year the local community has had to rebuild itself after Hurricane Ida – and at a time where countless donors themselves had their own difficult personal situations to address.

RECORD on 11A



A group of Shell Norco’s All-Star givers, above right, take a moment for a photo. At right, John Dias of United Way thanks the donors for raising more than \$3 million for United Way and other non-profits as part of the site’s HERO employee giving campaign.



EASTER BUNNY from 1A

but that being behind a mask provides Collin with enough anonymity to be comfortable.

“He really loves to entertain people and make them happy,” she said. “He had a blast. I was actually very, very proud. The first time he did it I cried. After Christmas he was like, ‘What’s the next holiday?’”

Lana said over the years Collin has taken himself off of different medications, and that in addition to his newfound love for entertaining has really changed his life.

“He’s kind of becoming himself again, which is awesome,” she said. “We’re so proud of him.”

On April 16, the day before Easter, Collin is planning on dressing as the Easter Bunny and will deliver donuts

and confetti eggs to his customers.

“We drive to the houses and he hands them out,” Lana said. “There’s lots of photo opportunities.”

Lana said Collin has a couple more spots left for the Easter visits, and that people can contact her via Facebook to book one.

And as for Collin, Lana said his experience interacting with people as the Grinch has opened her son up to new experiences – he is now learning construction skills from a family member several days a week and is getting better at coping with being around crowds.

“It is helping,” she said of the holiday visits. “It’s definitely breaking him out of his shell a little bit.”

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ARC on 13A



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A joyful Andrew McDonald having a good time in Orlando.



DREAMS from 1A

But just before he finished that treatment, his family learned of the organization Dreams Come True, which recently sent Andrew, his parents, and his sister on a trip to Florida. The family stayed at a villa inside the “Give Kids the World Village,” a 89-acre, nonprofit resort in Central Florida that provides weeklong, cost-free vacations to children with life-threatening illness. They were treated to three days

at Disney World, two days at Universal Studios and one day at Legoland.

Abby McDonald said Dreams Come True of Louisiana reached out shortly after Andrew’s diagnosis, but between chemotherapy, the COVID-19 pandemic and a May 2020 flood that damaged their family home, the timing just wasn’t right. It wasn’t until Andrew told a doctor that he was saving up to go to Disney World that it was time to make his dreams turn to reality.

“It was a really nice way to celebrate him completing chemo,” said Abby. “Once he was feeling better after weekly treatments, after the storm and all, we thought it would be a good time to go and be together. He was a bit stronger than he had been.”

It had been a long time since the family could enjoy a good time of that magnitude together.

Because of Andrew’s weakened immune system, the McDonald’s had to take extra special care to shield him from COVID-19.

“He wasn’t approved for the vaccine until the end of last year,” said Abby. “He got it, but until then we had no idea when. We really didn’t go anywhere. We did home schooling for him, and it’s hard for a pre-K to 4-year-old kid to do virtual learning.”

It was also hard to feel comfortable at home. And for some time, it was impossible. The family’s home flooded in May of 2020, leaving them temporarily displaced.

“We didn’t want to go to a hotel given his situation,” Abby said. “You don’t know what’s floating around there. It disrupted a lot. You’re really limited in where you can go.”

Said Brian, “We had no source of normalcy. We couldn’t even go out if we wanted to.”

But Dreams Come True ensured this family vacation went smoothly as could be, coordinating tickets and times. Fast passes brought Andrew straight to the front of the line without a wait. A rental car was provided for their stay with two daily meals.

“There was a giftpack waiting for Andrew. They really took care of everything,” Brian said.

There were themed parties every night for the children

staying in the World Village, as the McDonalds were. Each villa also had accommodations for children with special needs.

“There were little rides, boats for them to race and trains,” Abby said.

It was a welcome departure from the previous two years of stress, worry and disruption.

When Andrew started his battle, the COVID pandemic made it difficult for he and his family alike to cope. He underwent surgery during the early wave of the 2020 outbreak, which meant only one member of his family could be with him at a time. That lasted into his chemotherapy treatments.

“It was hard. We had family support, of course, but they couldn’t come with you to the hospital,” Abby said.

The good news, though, is he’s doing much better these days. He’s back in school, and he is taking on steady physical, occupational and speech therapy sessions.

Dreams Come True of Louisiana originated in 1982, when J.L. NeSmith and others heard of a boy from Denham Springs who had cancer and had never had pizza. The organization’s first dream was granted when a pizza was delivered on a fire truck escorted by a police car.

From there, the dreams of children with life-threatening and terminal illnesses from all corners of the state began to become real.

The public can support Dreams Come True of Louisiana by attending the organization’s South Louisiana Crawfish Festival, Craft & Car Show being held from 9 a.m. to 9 p.m. April 23 at the Lamar Dixon Expo Center in Gonzales. The cost is \$5 per person at the door, and children 12 and under get in free.

The fundraiser will feature a crawfish boiling contest, a jambalaya cook-off, a cracklin cook-off, a crawfish eating contest, celebrity judges, a cornhole tournament, live music, inflatables, a classic car show, 150 craft booths and more.

For more information about Dreams Come True of Louisiana, call Freddie Smith at 225-933-9339.

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Former teacher starts non-profit organization aimed at helping people and spreading kindness



Monique Roth Editor
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Hollie Mulé and her husband recently picked up a trailer to donate to a local St. Charles parish woman.

For the past few years Hollie Delk Mulé has focused her time – as well as her career – on being a light to the community, and now the Luling resident is in the beginning stages of launching a new non-profit named after her life goal.

“I was born and raised here and a schoolteacher for 16 years at Luling Elementary and then Mimosa,” Mulé said. “I resigned two years ago so that I could do more outside of the classroom. I work full time at my church, Celebration Kenner. It’s very flexible ... I can

do fundraisers with community members out here. My purpose in life is to show kindness and compassion to others.”

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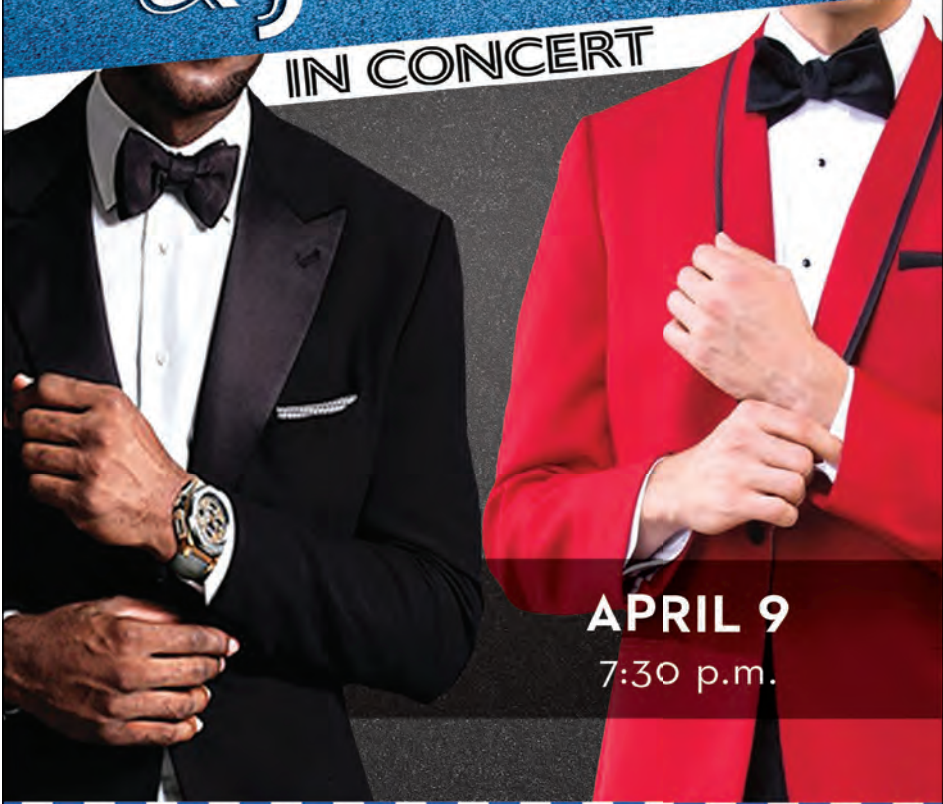
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SCHOLARSHIP from 1A

By all accounts the three Luling residents were the best of friends. Each a HHS class of 2021 graduate, the three friends embarked on their college adventure together and started Nicholls State University in the fall of 2021. Bowling and Dufrene were studying nursing, while Coss was an allied health sciences freshman.

Their lives were tragically cut short just after midnight in November when a two-vehicle crash occurred on LA Hwy 20 in Chackbay. The preliminary investigation revealed that 39-year-old Joey Clement of Thibodaux was driving northbound in a 2019 Ford F-150 when he crossed the centerline and struck a SUV head-on, according to Louisiana State Police Troop C Public Affairs Spokesman Trooper Ross Brennan. According to State Police, Clement displayed signs of impairment and was arrested for DWI fourth offense with additional charges pending.

The Nicholls scholarship will be awarded to female graduates of Hahnville High School who are enrolled at Nicholls full time as a nursing or allied health major. Recipients – who can be freshmen, sophomores, juniors or seniors - will receive a \$1,000 scholarship broken down into two \$500 per semester awards.

“We are very grateful for Nicholls and every person who helped create these scholarships,” Kenneth Bowling, Michaila’s father, said. “I have no doubt Michaila will be smiling down from heaven every time a young lady receives the scholarship in her name. I hope these scholarships will help fulfill a young ladies dream of becoming a nurse.”

Norah Bowling, Michaila’s mother, said she thinks Michaila would be proud of the way the community that raised her and the college that taught her is honoring her.

“Their memory will always be alive because of the support of the community and Nicholls’ generosity,” she said. “Michaila would be as proud as we all are now. I honestly think she would be in tears to see how much their lives meant to the world. She would be honored.”

Traci Dufrene, Lily’s mother, said she hopes that the scholarship brings awareness of the lives and futures that are lost because of drunk driving.

“Lily did not get a chance to live out her dreams, but I know that she is happy to be helping others achieve theirs,” she said. “I am humbled, grateful and proud that we are able to honor her, Hali and Michaila with the scholarship.”



Lily Dufrene

The idea for the scholarship originated from Paige Bartolo and Madelyn Coss, who wanted a way to remember the friends and family they lost.

“Each of the girls was studying to help people, and even though they were not able to this is a way they can still help and will always be remembered,” Coss, Hali’s older sister, said.

Bartolo said the three girls were her best friends.

“They worked really hard in their classes and cared about helping people,” she said. “This scholarship will continue to honor them as long as Nicholls exists.”

The university has also inscribed the three girls names into bricks surrounding the eternal flame.

“This is a once-in-a-lifetime moment,” Dr. Raquel Engolio, nursing department head, said. “It is not often that we can contribute to something that will live on with a positive legacy for generations to come. It feels incredible to help contribute to their memories.”

Nicholls Foundation Executive Director Jeremy Becker said the university has had a strong start in raising money for the endowed scholarship, but that the goal has not yet been met. Contributions from the community are welcome to help grow the scholarship to its full potential.

“This scholarship is going to honor these three girls for as long as Nicholls State University exists,” he said. “Their names will now be able to help recruit future students to come to Nicholls to our prestigious nursing and allied health programs, and live out the futures these girls would have.”

To support the scholarship, use the Donate Now option at nichollsfoundation.org and mention the girls’ names in the comments section or contact Becker at 985-448-4006.



Hali Coss



Michaila Bowling

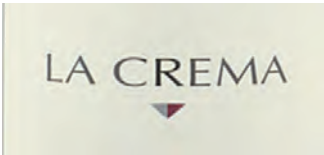


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Councilwoman says FEMA public notice posted on Facebook before 100% approval from property owners



Monique Roth Editor
moniquer@heraldguide.com

Facebook was abuzz last week with concerned citizens expressing their displeasure with FEMA and what many called sneaky actions by a St. Charles Parish council member.

On March 23 the St. Charles Parish Facebook page

posted that FEMA was required to provide a Public Notice for Public Comments on a Draft Environmental Assessment for Clulee Group Housing Site Project in St. Charles Parish. The Draft EA for Clulee Group Housing Site was accessible at a link within the Public Notice,

and residents were told they could direct any comments regarding the document to a FEMA-run email address that was provided.

FEMA on 15A

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Shell Norco employees with \$3 million check for HERO donation.

RECORD from 2A

“There’s the phrase that ‘it’s darkest before the dawn,’ and there were some dark days last year,” said Dias. “We have a staff of five, and three of our five lost their homes. We had no office, and we were fielding calls from people who had loved ones in hospice care, begging us for ice or a fan because the hospice employees couldn’t get there.”

“That was the darkness. But boy, you, Shell, you were the dawn.”

One All-Star donor, Doug Skarke of Shell, said the sight of so many people coming together to help each other following the storm was inspirational and part of what spurred him into action. Skarke hails from Terrebonne Parish, which like St. Charles Parish was hit

hard by Ida.

“After the hurricane, after COVID ... people were in their time of need,” Skarke said. “You’re seeing people, some fortunate, some not as much after the storm ... even those who were fortunate still have their own struggles to take care of. You see people who didn’t have home insurance ... to be able to help pay some house bills, to provide a little gas, a little water, that can go a long way.”

Tammy Little, Shell Norco General Manager, said expectations were modest for this year’s campaign because of the difficulties employees were suffering through. Those expectations were shattered despite the significant impact by a storm upon the facility.

“We were worried we weren’t going to get as many people participating as normal because of the situation,” Little said. “I think what comes through in all of this is the heart and caring commitment there is to our local community ... I see it with my own eyes every day, and to see how our employees really dug deep when people needed it the most, I couldn’t be more proud and thankful that they answered the call. They care about each other and this community.”

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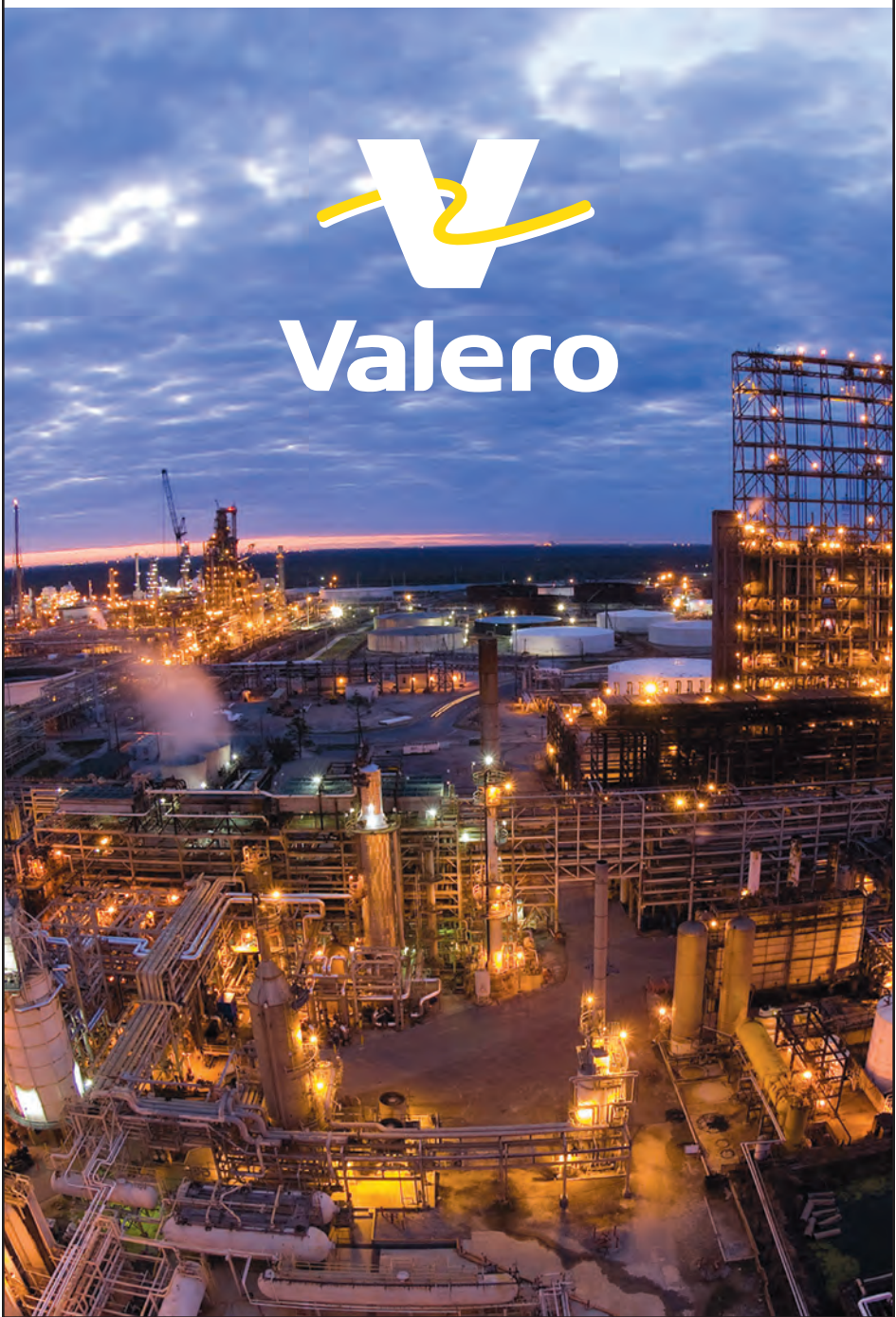
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Obituaries

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Muller

Blake Paul Muller, age 40, of Ponchatoula, Louisiana, crossed over to Heaven on March 17, 2022. Blake's loving family were by his bedside during his peaceful transition. Blake was born on July 17, 1981 to Priscilla Thibodeaux-Horn and Richard Clifford Muller in New Orleans, Louisiana and raised in Luling, Louisiana. As a child Blake enjoyed annual family trips to the beach, BMX riding and art. Blake's joys were the love for his family, DJing, customizing automobiles and motorcycles, scenic travel, building guns, and giving personalized gifts to loved ones. Blake's biggest joy in life was the day he married his bride. Blake was employed by St. Charles Parish Department of Public Works as an MS4 General Inspector.

Blake is survived by his loving wife, Linda Shannon Muller; his mother, Priscilla Thibodeaux-Horn; his father, Richard C. Muller; his stepfather, Jody A. Horn; his brother, Bradley J. Muller (Reka); sister, Cheyenne Muller; nephews, Max & Matthew Muller; niece, Emma Bell Lopinto; Stepsister, Sara Horn (Dexter); Maternal Grandmother, Olga Jane Thibodeaux; Paternal Grandmother, Theresa Lorio Muller; as well as a host of cherished aunts, uncles, dear cousins, and extended family members.

Blake is preceded in death by his grandfathers, John A. Thibodeaux, Jr. and Richard C. Muller Sr.; his aunt Karen Thibodeaux-Fontenot, and his great grandparents.

The services will be held at St. Anthony of Padua



Catholic Church, 234 Angus Dr., Luling, La. on Saturday, March 26, 2022. Visitation will begin at 9:00 AM with mass to follow at 11:00.

The family would like to thank all those who have cared, supported and prayed for Blake over the past three years.

Falgout

Debra Sue Falgout, beloved sister, aunt and godmother passed away peacefully on Tuesday, March 15, 2022, at the age of 69.

She was a lover of dogs and all things Disney. Debra was born on December 12, 1952, in Texas but has been a long-term resident of Ama, Louisiana.

She was preceded in death by her mother, Leona Falgout and her father, Leopold Falgout, her sister, Charlene Falgout, her brother Henry Falgout Sr., and brother-in-law Larry Edwards.

She is survived by her sister, Brenda Edwards, Godchildren, Henry Falgout Jr., Lynda Newman, Brenton Roux and Chrissie Paradise. Also, survived by numerous nieces, nephews, cousins and close friends. No memorial service will be held as per her wishes.

In lieu of flowers, please consider donating to your local animal shelter in her honor.

Falgout Funeral Home is entrusted with arrangements.



Ghergich

Luke M. Ghergich, Jr., passed away on Sunday, March 27, 2022, at the age of 89. He has since reunited in heaven with his loving wife of over 63 ½ years, Mary Rose "Rose" Guaraggi Ghergich. He is survived by his three daughters: Cynthia (Randy), Belinda (Jody), and Robin (the late Murphy "Jay") as well as seven grandchildren: Heather (Vic), Melissa (Bobby), Jason (April), Lindsey (Blake), Jessie (Josh), Wesley (Amy), and Chad (Megan). He is also survived by his eleven great-grandchildren: Alyssa, Gianna, Lex, Gabriel, Zain, Jennica, Audrey, Brooks, Hailey, Remi, and Briggs along with his only sister, Marion Gautreaux (Allen), and a host of nieces and nephews. He is preceded in death by his brother, Albert Ghergich; sister-in-law, Noelle Cox Ghergich; and his parents, Luke M. Ghergich, Sr. and Alberta Lange Ghergich.

Mr. Luke was a veteran of the United States Navy and served in the Korean War. He would later go on to retire from Dupont Chemical in LaPlace.

Relatives and friends are invited to attend the visitation at St. Charles Borromeo Catholic Church, 13396 River Road, Destrehan, LA, on Friday, April 1, 2022, beginning at 9:30am. A Mass of Christian Burial will be held at 11:30am with burial to follow in the church mausoleum. In lieu of flowers, the family requests masses to St. Charles Borromeo Catholic Church. To sign the online guestbook, please visit www.HCAlexander.com.



Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

• **Tracy Wilson, 50**, of 325 River Ridge Drive in Boutte, was arrested March 27 and charged with simple assault and simple battery.

• **Carl Harris, 46**, of 305 Judiciary Drive in Avondale, was arrested March 27 and charged with violation of protective orders, headlamps for motor vehicles and motorcycles, switched plates and driver must be licensed. He had an attachment.



• **Shane Bourgeois, 29**, of 466 Barreca Street in Norco, was arrested March 22 and charged with theft from a building and failure to register and notify as a sex offender.



• **Melvin Millender, 22**, of 2100 James Drive in Marrero, was arrested March 26 and charged with traffic violation and possession of marijuana. He was a fugitive.

• **Chance Dufrene, 27**, of 203 First Street in Des Allemands, was arrested March

26 and charged with possession of methamphetamine, traffic violation, possession or distribution of drug paraphernalia, illegal use of controlled drug in presence of persons under 17 and driving while intoxicated – child endangerment. He was a fugitive (two counts).

• **Djuan Harris Jr., 192** Kahn Street in Raceland, was arrested March 27 and charged with traffic violation, driving while intoxicated, possession or distribution of drug paraphernalia and possession of marijuana.

• **Milton Horton Jr., 22**, of 115 Wagner

Street in New Orleans, was arrested March 27 and charged with possession with intent to distribute marijuana, illegal carrying of weapon in presence of CDS, operation vehicle with suspended license, violation of stop sign, possession or distribution of drug paraphernalia and transactions involving proceeds from CDS activity. He was a fugitive.

• **Sanaia McKay, 20**, of 114 East 12th Street in Reserve, was arrested March 27 and charged with possession with intent to distribute marijuana, illegal carrying of weapon in presence of CDS and possession of distribution of drug paraphernalia.

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The St. Charles Herald-Guide (USPS 475-680) is published weekly on Thursday for \$22.99 for six months, \$34.99 annually, by Herald-Guide Publishing, L. L. C., 14236 Hwy. 90, Boutte, LA 70039-1199. Periodicals postage paid in Boutte LA, and additional mailing offices.

POSTMASTER:
Send address changes to
St. Charles Herald-Guide,
P.O. Box 37030
Boone, IA 50037

14236 U.S. HWY. 90, BOUTTE, LA 70039
Solely owned by Louisiana Publishing, Inc., Allen J. Lottinger, president

Office Hours: 8:30-4:30
Phone: 758-2795

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ARC from 4A

the shop items will take on different themes depending on the holiday season, with Halloween and Christmas items fitting those respective times of year.

Money raised through sales goes toward supporting Arc of St. Charles. The shop is one of several local Arc-run businesses. Arc established these separate business locations for its transitional vocational programs for individuals with developmental, intellectual and other disabilities, as well as seniors and youths.

These Arc businesses help prepare clients for work in the community.

Another Arc venture includes its recent Mardi Gras ball. Clients get crowned as King and Queen of Mardi Gras after a vote, and high school age children with special needs are invited to take part in all the fun. Clients make floats, partake in dance and karaoke contests and enjoy the music, food and other refreshments on hand.

“Our clients look forward to that every year,” said Maggie Brantley of Arc of St. Charles. “We’ve had different events like that throughout the years. We’ll go into the community and get our people out there for a fun outing, or the community comes to us on our grounds when we host. It’s a lot of fun for everyone.”

On the Westbank of the parish, the Arc’s Cajun Village Thrift Store in Luling is getting its services ramped back up following some slowdown due to Hurricane Ida and COVID-19.

A special service being offered at the thrift store is free shredding of up to 15 pounds of documents for elderly, first responders and veterans for the month of April.

“We’re trying to resume full force with that and want people to come out and take advantage of the service,” said Victoria Bryant, Executive Director of Arc of St. Charles. “We have confidential shredders as well, as the big businesses do ... we wanted to do something for our first responders, our elderly and our veterans. March is Disability Awareness Month, which we also wanted to promote awareness of.

“It’s absolutely free to those three groups. We haven’t had a lot of response so far, but we’re hoping that picks up.”

Cajun Village Thrift Store is located at 114 Lakewood Drive in Luling.



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BE THE LIGHT from 7A

For the past five years Mulé has been active in the local community by orchestrating fundraisers and outreaches. Now she will do all of those same things through her non-profit, which she named Be The Light. Be The Light's mission is to show kindness and compassion to others by providing assistance to individuals and families in need due to any hardships in life. The non-profit status will allow Mulé to write grants and accept funding from other organizations.

Mulé, who is a member of the Dat Dads Club and the United Way St. Charles Community Investment Committee, said her desire to serve her community was sparked years ago when she and her family helped a homeless man get back on his feet.

"That was a major thing," she said. "He is getting married in June ... we got him reconnected with his family too. That was the major event in my life. I don't have to look for people to help ... it's more like I see a need or it's brought to me and I'm able to organize donations or get a group of volunteers."

Mulé's friend Mary Tastet said people know exactly who to go to when they need help.

"So many members of our community know to go to Hollie if someone needs something," Tastet said. "Anything ... housing, food, school supplies, furniture and the list goes on. Over the past few years she had coordinated several fundraisers for Kellie Growl. She not only organizes these events ... she is there working as hard or harder than the next person."

Mulé said that her friendship with Growl – who passed away last month after an eight-year cancer battle – significantly shaped the life of service that she strives to live.

"Kellie and I met in college," Mulé said. "I got her to student teach with my mom and we taught together for years."

Mulé said that both she and Growl taught a young girl named Tiffany. Growl went on to mentor Tiffany throughout the years.

"When Kellie was dying she told me, 'I need you to

do one thing for me ... take care of Tiffany,'" she said. "When Kellie told me all this I said, 'We're going to get her a home.'"

Growl was not there to see it, but this past weekend Mulé delivered Tiffany and her son a camper that was purchased with \$9,000 of community donations.

"Whatever need there is I just try my best to fulfill that need," Mulé said. "It's all about showing kindness and compassion and showing love."

Mulé was introduced to Jessica LeBlanc following a community member's need that arose due to Hurricane Ida. LeBlanc will join her in running Be The Light.

"This is my dream come true," Mulé said. "It really is."

For more information on Mulé's organization, visit www.bethelightoutreach.org or follow the Facebook page@BeTheLightNonprofit.





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FEMA from 10A

According to the public documents, the proposed action included developing a 38.5-acre site for up to 205 manufactured housing units in Hahnville.

“In order to meet the urgent need of Hurricane Ida survivors to find temporary housing, FEMA has conducted an expedited environmental review process to identify and address environmental issues,” the documents read, adding that public comments would be limited to three days due to the emergency nature of the action.

The document went on to say that if no substantive comments were received then the project would have proceeded with no further public noticing.

Who would live at the site, how those residents would affect crime rates and school enrollment numbers and why FEMA was suddenly in a rush over six months after Hurricane Ida were all questions posted by residents to the Facebook thread. Many commenters also questioned the motivation of Mary Clulee, the District II councilwoman who is one of the owners of the proposed land site. She has been on the council since 2016.

Within hours Parish President Matthew Jewell took to his personal Facebook page with a message of his own that stated in part: “Today, at FEMA’s behest, St. Charles Parish shared information about a proposed group site in Hahnville. It came to my attention that FEMA had not acquired any permission signatures from the landowners and got ahead of themselves on their process. Upon learning this, I contacted FEMA to let them know that this site is no longer viable. This proposed group site will not be moving forward.”

Jewell added that before any group site were to move forward, the parish would need to ensure that it conforms to the parish code of ordinances and zoning regulations.

“This would require approval from Planning and Zoning, the Planning Commission and the St. Charles Parish Council,” he wrote. “This particular site had not gone through any of those approvals.”

In an interview with the Herald Guide, Clulee said she and the other 20 property owners of the proposed site were all required to give their approval for the process to move forward.

“Their public notice hit Facebook before they received 100 percent approval from the property owners,” she said, adding that some of the property owners did object to the land being used in that nature.

Clulee said she did not think the group site would cause any negative issues for the parish.

“I can’t control people’s concerns, I don’t think these people would have caused any more issues than other people,” she said. “I just feel bad for these people that need a place to stay. They’re just trying to get closer to home. I’m not advocating for our location. FEMA approached us looking for a place and originally they told us it wasn’t going to go there after about a month or 6 weeks and then they came back a couple weeks ago and wanted to go forward with it and that’s that.”

“FEMA approached us looking for a place and originally they told us it wasn’t going to go there after about a month or 6 weeks and then they came back a couple weeks ago and wanted to go forward with it and that’s that.”

— Mary Clulee

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Tigers roar to decisive win over DHS, latest win in surge

Hahnville has won 9 of past 11 games after early season shuffling



Brazzi Jacob earns congratulations from coach Todd Schulz.

Ryan Arena Editor
ryana@heraldguide.com

Katie Ortego launched a pitch into centerfield to bring home Hahnville's 15th run of the day, and ninth of the fourth inning, bringing the action to a close.

It was a stark reminder of what Hahnville is capable of when it's on a roll - and perhaps a warning to future opponents - as Ortego's walk-off RBI put the finishing touches on a 15-0 victory over rival Destrehan in District 7-5A action at Hahnville Tuesday. Ortego went 4-for-4 with four RBIs and two runs scored, among the offensive leaders on a day boasting plenty of them. The game ended after four-innings by the 15-run rule.



Destrehan's Kandyn Mustacchia earned a win for her team in last week's 15-5 victory over Thibodaux.



Hahnville's Morgan DeJean celebrates after scoring a run in the fourth inning of Tuesday's win over Destrehan.

"This is our rival, and it's always a high energy game," Ortego said. "This is probably the most people we've had out to see a game this year ... we feed off of (the crowd) to a certain extent ... we learned very young that energy is very contagious. (The crowd) added to that."

Hahnville scored five runs in the second inning after taking a 1-0 lead in the first, the Tigers controlling the action throughout. Starting pitcher Laney Waguespack went all four innings and earned a three-hit shutout, striking out seven and walking four.

Adeline Bertrand went 2-for-3 with three RBIs. Sara Roussel was 1-for-3 with three runs and two RBIs, but was especially disruptive once on base - she had three stolen bases on the day. Brazzi Jacob had two RBIs. Avery Edgar went 2-for-3 with three RBIs and two runs scored.

Bertrand, Ortego, Waguespack and Edgar each doubled in the game. Jacob had a triple.

Bertrand drove in Roussel in the first inning for Hahnville's first run after Roussel led off the game with a walk.

Lauren Crochet started the second inning surge with a leadoff single. Laura VanEtta reached on a bunt and Destrehan error. Edgar singled home two runs, then Roussel hit a ground ball

After a scoreless third inning, the Tigers truly got going in the fourth. RBI singles by Roussel and Ortego preceded a Waguespack RBI double that made it 9-0. Jacob tripled home two more runs to make it 11-0. Karli Bourg's RBI single pushed the lead to 12-0. Edgar doubled home two before Ortego returned to the

"Our confidence is through the roof right now."

— Hahnville's Katie Ortego

to drive in Edgar, reaching on an error herself to make it 4-0.

"When you play a good team and don't make plays when you have chances, this is what happens," said Destrehan head coach Kenneth Montz. "When you play a superior team and make the mistakes we made, not just physical errors but mental errors, you get what you deserve, and we got what we deserved today."

Bertrand kept the pressure on, doubling home two more runs to make it a 6-0 game after two innings.

plate to wrap the game up.

"Our confidence is through the roof right now," said Ortego. "We stay disciplined, stick to our zone ... going forward, we just have to stick to our game and if we do that, we're gonna win."

Hahnville head coach Todd Schulz had to navigate his team through some difficult waters early in the season, with 10 players missing time due to COVID protocol, as well as absences due to

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Tigers heating up, winners of 4 in a row as district begins

Galland's home run lifts HHS past Bourgeois; Moyer delivers game winner against EA



Noah Chauvin delivers to home plate against East Ascension on Friday.

Ryan Arena Editor
ryana@heraldguide.com

Last week, Hahnville head baseball coach David Baudry didn't hesitate when asked if his Tigers had it in them to turn things around for a late season run one more time, as the team has had a knack for in recent seasons.

"Absolutely," he said.

Since then, his team has made him look like a prophet, as Hahnville is starting to stir. The Tigers (9-14) have now won four straight games, including two in district play, and most recently picked up a non-district victory by delivering in the clutch – a 4-3 win over East Ascension.

Talen Theriot had two hits and an RBI

in the win. Truman Moyer was 2-for-2 with a double and two RBIs. Jake Risinger went 2-for-2 with an RBI as well.

Noah Chauvin went five innings and earned the win. He allowed two earned runs on five hits and two walks while striking out four. Kohl Ducote went two innings and allowed one earned run on two hits and three walks for Hahnville.

Hahnville led 2-1 in the bottom of the fourth inning when Chance Mire and Landon Gautreau hit back-to-back singles to lead off the inning. Kane Sanchez followed up with a line drive, bringing home Mire and tying the game 2-2.

That's the way the score remained until the sixth inning, with Beau Parker and Colin Galland reaching on a ground ball

and an error, respectively. After a Sam Simoneaux sacrifice bunt left runners on second and third for Moyer, the latter drove them home with a single to make it 4-2. The Tigers held off East Ascension from there.

Hahnville didn't commit an error in the game, showing improvement in an area that Baudry said was experiencing some growing pains through its pre-district fare.

"We haven't pitched poorly this year, but you have to make plays behind them when you're not striking guys out. I think we've made improvement in that area," Baudry said. "When you go against good teams, you have to be at the top of your game."

The Tigers also captured a pair of District 7-5A wins last week in the first district games of the season for HHS, besting H.L. Bourgeois 5-2 at home and then 13-10 on the road.

Landon Cortez, Hahnville's All-District pitcher from a season ago, came up big on the mound to earn the win in the first of the two games. He went all seven innings, tossing a two-hitter and allowing two runs, one earned. He struck out nine and walked three.

Galland went 2-for-2 with a run scored. Chase Morales scored twice, while Theriot, Kason Alexander and Beau Parker each drove in runs for Hahnville.

The Tigers took control of the game with a three run fifth inning.

Two days later, the Tigers traveled to Bourgeois for what turned out to be a slugfest.

Hahnville led 9-2 going into the bottom of the third inning, but Bourgeois tied the game with seven unanswered runs headed into the fifth inning. That became eight unanswered after the fifth as the Braves took a 10-9 lead.

Hahnville regrouped on the bat of Galland. His two-run home run in the sixth inning gave Hahnville a 11-10 lead. The Tigers tacked on two more runs in the seventh to close things out.

Galland went 2-for-4 with four RBIs and a run scored. Theriot went 2-for-3 with three runs scored and two RBIs. Aidan Machado was 4-for-4 with three runs scored and two RBIs. Morales was 2-for-4 with three runs scored and two RBIs.

Joining Galland on the home run beat was Morales and Machado, each of whom went yard in a game that featured five round trippers – Bourgeois' Broody Hebert and Noah Prosperie each homered as well, with Prosperie going 3-for-4 with four RBIs and three runs scored to lead the Braves offensively.

The two teams combined for 24 hits, a far cry from Tuesday's seven-combined hit affair.

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Kolaj Cobbins of Destrehan closes in on his target against Zachary in the Class 5A semifinals.

Notre Dame latest to offer Wildcats’ sophomore edge rushing phenom

Ryan Arena Editor
ryana@heraldguide.com

It’s a rare day that a sophomore is offered a Division I scholarship, and those days are rarer still when it comes to the country’s elite football programs.

But Kolaj Cobbins is a rare athlete - and Notre Dame is the latest among several schools to have noticed.

Cobbins, nicknamed “Tut” and who recorded 60 tackles and 12 sacks last year for Destrehan, has drawn an offer from the Fighting Irish according to SportsIllustrated.com, the most recent among seven reported offers: Michigan, Florida State, Ole Miss, Purdue, Houston and Tulane comprising the others.

At 6’3 and 200 pounds, Cobbins is an explosive athlete and has one of the most desirable skills for teams recruiting at the next level - the ability to impact the pass rush in a major way. His 12 sacks were only the start of his ability to get to the passer, with eight forced fumbles highlighting his 2021 resume.

Cobbins was an anchor piece for a Destrehan defense that dominated the past season and fueled a run to the Class 5A state semifinal round.

RIVALRY from 1B

other illnesses and injuries.

But the team has certainly hit its stride now. HHS (17-10) is 9-2 over its past 11 games and has won 6 of its past 7, that stretch including victories over Parkview and West Monroe as well as a close loss to West Ouachita.

“I think we’re peaking at the right time,” Schulz said. “I’m not gonna speak too soon, but we’re not your typical 14th seed.”

Schulz echoed Ortego’s thoughts about the team’s energy from pitch to pitch.

“You pay attention to the dugout, we can be down 5, 15 or up 5 or 15, we keep that same energy,” Schulz said. “I’ve been around teams, they get 3 or 4 runs scored on them and they lay down. It’s not over until the umpire calls the last out. And we don’t always come out on top, but I feel like the energy level is always in our favor.”

For Destrehan, meanwhile, the loss was a jolt after what has been a strong recent stretch for the Ladycats.

Destrehan (12-11) had won two of its past three games prior to Tuesday’s loss, with hopes of catching its stride in a season the team has seen new faces populate the majority of its lineup.

On Friday, DHS scored a decisive win over Thibodaux, 15-5, with four different Wildcat players lacing at least two hits in the game.

Destini Thomas went 2-for-4 with three RBIs and two runs scored. Ava Burkett went 2-for-4 with two runs scored and two RBIs. Makayla Thomas went 3-for-4 with a run and a RBI. Kylie Burford was 2-for-3 with three runs scored, while Sarah Johnson also scored three in that game.

While Kandyn Mustacchia took the loss against HHS, she had a strong performance against Thibodaux as she went six innings and allowed five runs, only one of those earned, with two walks, four strikeouts and a win.

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Richard Arceneaux, MD, Ophthalmology
Gerardo Arias, MD, Medical Oncology/Hematology
Satish Arora, MD, Ophthalmology
Blain Arthurs, MD, Radiology
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Deepak Awasthi, MD, Neurosurgery
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Jessica Bell, MD, Obstetrics/Gynecology
Leslie Bee, MD, Pediatrics
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John Bloss, MD, Gynecology

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Allen Borne, MD, Orthopaedic Hand & Elbow Surgery
Anne Boudreaux, MD, Pediatrics
Benoit Boudreaux, MD, Rheumatology
Chester Boudreaux, MD, Internal Medicine
Trevor Boudreaux, MD, Physical Medicine and Rehabilitation Specialist (Physiatry)
Devin Bourgeois, MD, Internal Medicine
Ted Brady, DO, Pulmonology
Jorge Bravo II, MD, Anesthesiology
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Robert Burris, MD, Radiology
Jonathan Carriere, MD, Ophthalmology
Thomas Gregory Chaisson, MD, Internal Medicine
Laura Chauvin, MD, Medical Oncology/Hematology
Darby Chasson, MD, Otolaryngology
Todd Cowen, MD, Physical Medicine & Rehabilitation/Pain Management

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Adolfo Cuadra, MD, Pain Management
Dani Dang, MD, Radiation Oncology
Nguyen Dang, MD, Radiation Oncology
Arthur DelaHoussaye, MD, Ophthalmology
Richard DeMoss, MD, Pathology
Bart Denys, MD, Cardiology
Venkata Devabhakuni, MD, Psychiatry
Catherine Diebold, MD, Gynecology
Gregory Dobard, MD, Radiology
Meggie Doucet, MD, Pathology
Brandi Duet, MD, Obstetrics/Gynecology
Chad Dugas, MD, Cardiology
Thomas Dukovac, MD, Urology
Stephen Duplchain, MD, Gastroenterology

ROW 4

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David Elias, MD, Orthopaedic Surgery
Jay Fakler, MD, Radiology
Erica Fidone, MD, Cardiology
Katie Flower, MD, Urology
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Lane Frey, MD, Endocrinology
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Jared Gilmore III, MD, Cardiovascular & Thoracic Surgery
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Patrick Hagen, MD, Ear, Nose & Throat (Otolaryngology)
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Mark Hebert, MD, General Surgery
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Dr. William Ladd

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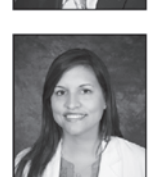
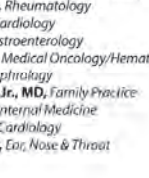
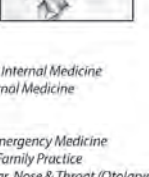
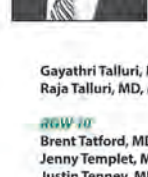
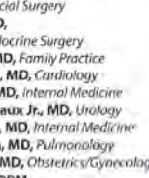
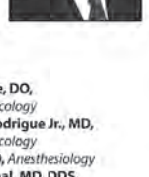
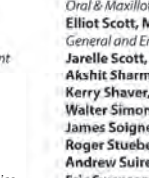
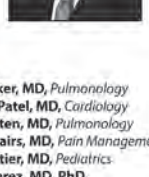
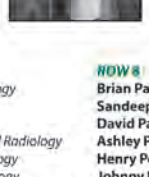
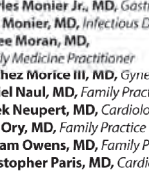
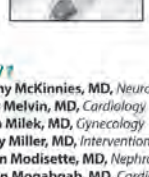
Dr. Paul Spring

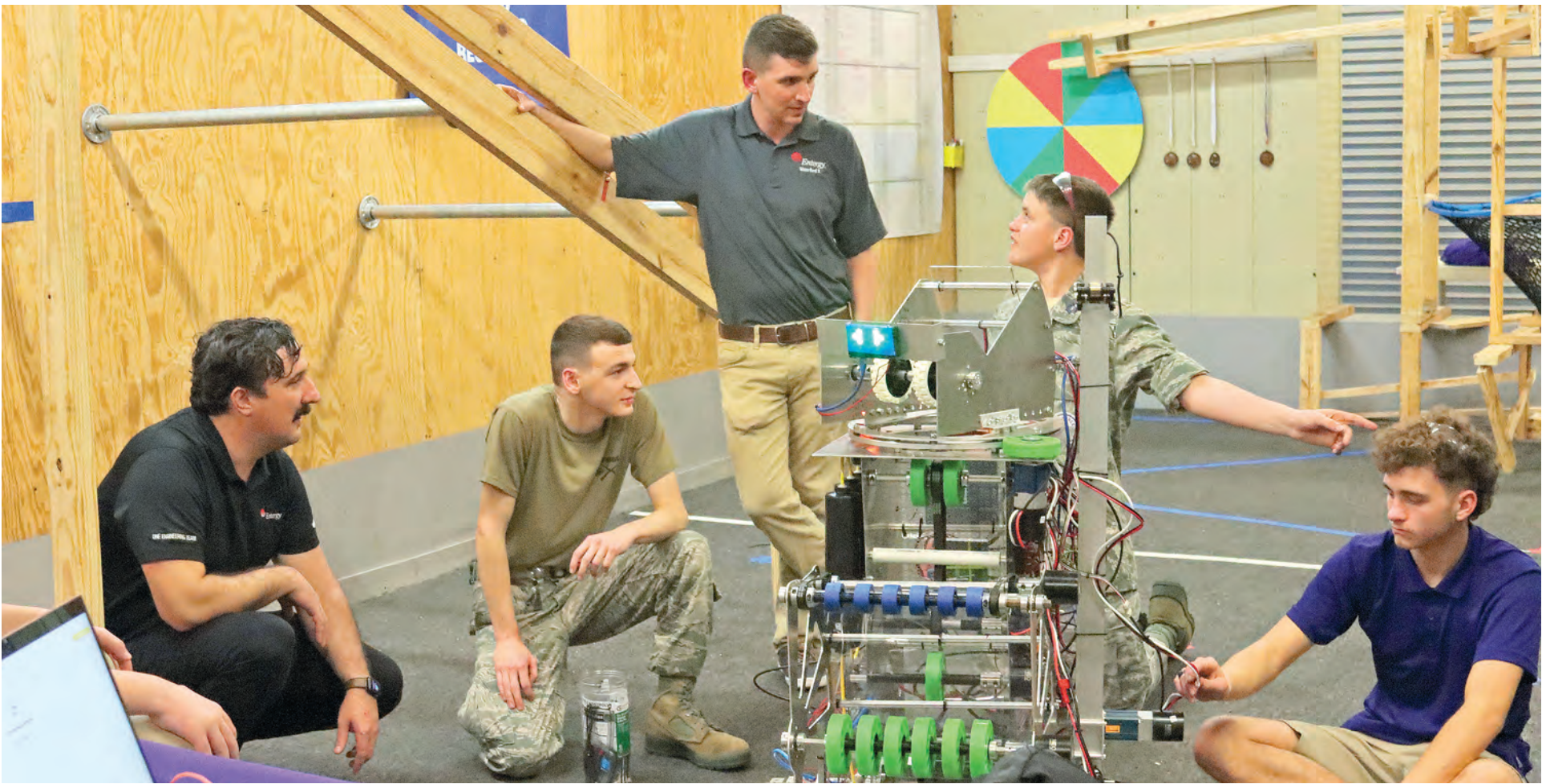
ROW 9

Dr. Jeremy Benoit

ROW 10

Dr. Maxime Demers





Hahnville High Tigerbots enjoy success this year, compete this weekend

Monique Roth Lifestyles Editor
moniquer@heraldguide.com

Earlier this month the Hahnville High School Tigerbots robotics team made it all the way to the semi-finals when the members competed in their first in-person competition since the pandemic began.

“We were really happy to finally have an in-person competition,” Richard Fitzgerald, HHS coach and mentor to the Tigerbots since 2013, said.

The engineering and robotics club joins students interested in either pursuing an engineering degree in college or have an interest in robotics. Students explore their passion for robots and learn about the rigors of science and technology.

Fitzgerald said during the 2020 and 2021 robotics season competitions were held virtually, which was difficult on the team. The competition structure gives each team six weeks to analyze a given game and design a robot that can win that game.

“The mentors help students figure out the technical problems with their designs,” Fitzgerald said.

This year after competing in the semi-finals, the Tigerbots ranked seventh out of 33 teams from around the world. Fitzgerald said his team lost in semi-finals to the eventual winner, but that he was proud of his team – many of them competition rookies – for doing such a great job.

Waterford 3 Steam Electric Station has sponsored the Tigerbots program for several years, which prompted the Tigerbots to invite engineers from the station to get a sneak peek of the robot before it hit the competition floor. Waterford 3 team members, all Hahnville High alumni, visited during an after-school meeting to help the team troubleshoot before heading to the competition. The team saw firsthand how the funding benefits the students.

TIGERBOTS to 8B

The HHS Tigerbots, under the direction of Richard Fitzgerald, recently ranked 7th out of 33 teams from around the world. The team is sponsored by Waterford 3 Steam Electric Station.



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Located off the Bayou Gauche Road - just across from the WPA Road. Utilities are NOT on property, but available to the area of nearby subdivision. This price includes lot 951 and the adjoining lot 928. Both lots together are approximately 21.12 Acres. Current Zoning is R1AM and R1B. **\$600,000**

PROPERTY SPOTLIGHT

VACANT LAND

888 SHAMROCK DR
DES ALLEMANDS

Primed for development - Present Raw land abutting to developed areas where Utilities are available. Very small area with Wetlands. Purchaser is to satisfy themselves with SCP P&Z as to suitability of property. Lot 887 also available with 15 3/4 acres. Zoned R1B & R1AM **\$650,000**

PROPERTY SPOTLIGHT

VACANT LAND

887 SHAMROCK DR
DES ALLEMANDS

Primed for Development - No Utilities are currently run to property. Utilities are available to the abutting subdivision. There is approximately 1 acre on this lot that is wetlands. Lot 888 is available for sale @ \$650K. Purchaser must satisfy themselves with SCP P&Z. Zoned R1B and R1AM **\$600,000**

PROPERTY SPOTLIGHT

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2467 LA 306 HWY
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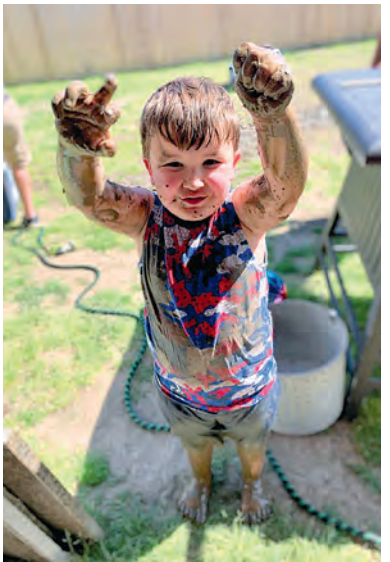
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Terrence Jr. enjoys a snowball.



Cullen has some fun at the playground.



Ace makes mud soup.



Joseph Dugas.



Tatum makes mud mountains.



Alexander Prevost and his new best friend, Sonic.



Katherine Prevost enjoys one of the strawberries she picked.



Hahnville High School class of 2000 reunion.



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Finn loves cake!



Rylee and Brookelyn take a college tour of Southeastern.



Easton at the Young Authors ceremony.



Emily and Jay.



Kylie, Ethan and April Dufrene.



Lilliana and Cookie Bautista visit family in Texas.



Amelia with her catfish.



Kaylen Petit celebrates her 10th birthday.

How to Prepare for a Colonoscopy

BY: KIMBERLY DALMAU, MD
ST. CHARLES PARISH HOSPITAL

Colorectal cancer is the third most common cancer diagnosed and the second leading cause of cancer-related deaths in the United States, affecting men and women.

Every year, more than 140,000 Americans are diagnosed with colorectal cancer, which is expected to cause 52,580 deaths in 2022. However, colorectal cancer is one of the most preventable, treatable and beatable forms of cancer, especially when it is caught early.

Adults should begin screening for colorectal cancer at the age of 45. For those who have family members with colon cancer, screening should start 10 years before the index case (family member's case) was diagnosed.

A colonoscopy is the primary colon cancer screening procedure and examines the inside of the colon. The test uses a colonoscope which is a flexible tube with lenses, a tiny camera and a light at the end. The colonoscope can scan the inside of the colon and transmit images to a video screen. The procedure can take up to hour and a half to complete and is performed as an outpatient procedure. Colonoscopies should be done every 10 years unless your physician suggests more frequent screenings.

A colonoscopy is painless. During the procedure, the patient is asleep and feels nothing. The prep involves drinking a prescribed liquid to clean out your colon over a 12-hour period. While the



preparation to achieve a clean colon can be unpleasant, some minor discomfort is worth saving your life if polyps are identified and removed before they can develop into colon cancer. A clean colon gives the doctor conducting the colonoscopy a clear view of the colon wall and allows for a thorough examination.

Before your exam, your doctor will give you the steps for cleansing your colon at home. Make sure to tell your doctor if you think you will be unable to finish the prep. There may be an alternative type available.

There are a few things you can do to ease the preparation process. Here are helpful preparation tips:

- Eat lightly a few days before the exam and avoid heavier meals and roughage.
- Buy a bag of your favorite hard candy or gum. Many people find that a piece of dissolvable hard candy or chewing gum will help with the taste of the

liquid prep and prevent nausea. These items are permitted only when they fully dissolve in your mouth, and you will not swallow anything solid. This is because by the time the liquid gets to your stomach, it is essentially the same as juice or broth.

- Use a straw when drinking your preparation liquids. A straw can allow you to drink it more quickly and it helps with the taste.
- Some people prefer the prep liquid to be very cold, so putting it in the freezer before drinking it may help.
- Keep plenty of clear liquids on hand to drink. Water gets boring and staying hydrated is important. Some people find that savory liquids, such as chicken or vegetable broth, taste better.
- Call the doctor's office for help if you have any trouble or don't understand the

prep instructions.

Dr. Kimberly Dalmau earned her undergraduate Bachelor of Science degrees from Louisiana State University in both quantitative business analysis and zoology. She went on to receive her medical degree from Louisiana State University in New Orleans. Dr. Dalmau completed her internal medicine internship and residency at the Charity Hospital - LSU affiliated program in New Orleans. She also completed her fellowship in gastroenterology at LSU in New Orleans. Dr. Dalmau is board certified through the American Board of Internal Medicine in gastroenterology. To schedule an appointment with Dr. Dalmau at St. Charles Parish Hospital (1057 Paul Maillard Road, Luling), call 985-785-6242 or visit www.ochsner.org.



whathappening@heraldguide.com

April 6 Farmers' Market

The German Coast Farmers' Market will be held from 1-5 p.m. at the Westbank Bridge Park on River Rd. in Luling.

April 9 Farmers' Market

The German Coast Farmers' Market will be held from 8 a.m. to noon at the East Regional Library in Destrehan.

April 10 Concert In The Park

United Way St. Charles and the St. Charles Public Schools Foundation will host Concert In The Park, featuring American Idol's Kevin Gullage and several local students. The event will be held from 4-7 p.m. at the West Bank Bridge Park. A food truck will be on site. The event is free.

April 12 Low Cost Spay/Neuter Event

The St. Charles Animal Shelter, in

partnership with LASPCA, will host a low cost spay/neuter event at 921 Rue la Cannes in Luling. Call 985-783-5010 for information and scheduling.

April 16 Easter Egg Hunt

Saving Children at Risk Services (SCARS) Mokreations & Whole Hearts 2nd Annual Easter Egg Hunt. April 16, 2022, Community Event located behind Dominos 12pm-3pm. 107 Magnolia Ridge, RD, Boutte, LA. All Kids Welcomed. Easter Bunny will be present. Registration form at https://docs.google.com/forms/d/e/1FAIpQLSfoc_b77meRNmVaOw9ro-OdAmwOvawfwDd5v6jyekWr76Qk5eA/viewform?vc=0&c=0&w=1&flr=0

April 24 Rabies Vaccination Drive

There will be a \$10 an animal Rabies Vaccination Drive at the Eastbank and Westbank Bridge Parks from 9 a.m. to noon. Only cash will be accepted, and the event is for dogs and cats only.

May 26-29 Fishing Rodeo

Bloody Decks will host its 5th Annual Fishing Rodeo at the Wake Side Marina in Grand Isle. For more information visit the Bloody Decks Facebook page.

TIGERBOTS from 6B

"We were completely blown away," Niko Massimini, Waterford senior design engineer, said. "Being a graduate from Hahnville, I couldn't help but be a little envious of the students. I was proud knowing we are making such a big impact in our community and at a school that ultimately shaped me into the engineer I am today."

Fitzgerald said the students were really excited to meet the Waterford 3 engineering team and share what they had been hard at work on.

"Entergy's Waterford 3 has been a great sponsor to us, and we appreciated being able to share our progress with the team," he added.

The funding provided by the Waterford 3 station helps the students purchase materials to build a competition robot and sends students to regional and international competitions. It also supports summer camps put on by high school students.

"What was interesting was to see the

ripple effect of our funding," Nick Petit, Waterford engineering manager, said. "Yes, ultimately, our funding helps build a robot, but it also allows the high school students to serve as a feeder program bringing STEM opportunities to the elementary students in the school system."

Daryl Marse, Waterford major projects engineer, said the students who participate in the robotics club are learning skills that can be transferred to multiple future education tracks.

"We were most impressed with the intensity with which they worked and the level of teamwork and collaboration amongst the students," he added.

The Tigerbots – along with Destrehan High School's team the Wildcat Robotics – will compete this weeked in the Bayou Regional. The March 30 – April 2 competition is free, open to the public and will be held at the Pontchartrain Center, located at 4545 Williams Blvd. in Kenner.

For more information on the event, visit www.frcbayouregional.org.



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Employment

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Reading Intervention Support Paraeducator in SPED
At St. Rose Elementary School

Application Deadline: April 3, 2022 12:00 NOON

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At J. B. Martin Middle School

Application Deadline: April 4, 2022 12:00 NOON

View position notice on the school district's website:
www.stcharles.k12.la.us or call (985)785-3110.

Employment

**ST. CHARLES PARISH
PUBLIC SCHOOLS**

Now accepting applications for position of:

Para-educator in SPED
At New Sarpy Elementary School

Application Deadline: April 1, 2022 12:00 NOON

View position notice on the school district's website:
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3rd-5th Grade - Various School Locations

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Prayers

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Amen

Edna Matherne

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Bob Fisher
Councilman, District VI
985-240-0172
bfisher@stcharlesgov.net



Julia Fisher-Cormier
Councilwoman, District VII
985-308-0366
jcormier@stcharlesgov.net



Beth Billings
Councilwoman, Division A
985-603-4068
bbillings@stcharlesgov.net



Holly Fonseca
Councilwoman-At-Large,
Division B
985-240-0031
hfonseca@stcharlesgov.net

Public Notice

Public Notice From the St. Charles Parish School Board

The St. Charles Parish School Board has some psychological, educational and speech evaluations for former students who were born in 1999. These records are no longer needed to provide educational services. These records will be destroyed by June 1, 2022, unless claimed by the individual evaluated, his/her authorized designee, or the person authorized to act on his/her behalf. These records can be claimed at the Special Education department of the St. Charles Parish School Board Office in Luling between 8:00 a.m. and 3:30 p.m., Monday through Friday.

Publish on: March 17, 24, 31 & April 7, 2022

Public Notice



Advertisement for Proposals

Sealed Proposals will be received at the St. Charles Parish Public School Board Office of Physical Plant Services, 13855 River Road Luling, LA until 2:00 p.m. local time Thursday, April 21, 2022. All proposals received will be taken under advisement on assigned date in the Dufresne Conference Room at the St. Charles Parish School Board Office. Late proposals will not be accepted.

Proposals can also be submitted 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 on the SCPSB website <https://www.stcharles.k12.la.us/>. Firms are responsible for checking the website above periodically for any updates or revisions to the Request for Proposals (RFP).

Emergency Construction of Building Components and/or Grounds

Documents may be obtained free of charge by contacting the office of Physical Plant Services at St. Charles Parish Public Schools, 13855 River Road, Luling, LA 70070. Call (985) 785-3115 for documents or questions.

Each proposal shall be in a sealed envelope and clearly marked as follows:

1. Company name and address
2. Louisiana state contractor's license number as required by law
3. Date and time of proposal opening
4. RFP Emergency Construction of Building Components and/or Grounds

A **mandatory** pre-proposal conference will be held in the Dufresne Conference Room on **Tuesday, April 12, 2022 at 2:00 p.m.**

Advertising dates in the St. Charles Herald-Guide, official journal of St. Charles Parish Public Schools, shall be:

Thursday, March 24, 2022
Thursday, March 31, 2022
Thursday, April 7, 2022

The St. Charles Parish Public School Board reserves the right to reject any and all proposals.

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

Public Notice



Advertisement for Proposals

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Emergency Janitorial and Restoration Services

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13855 River Road
Luling, LA 70070

Public Notice

NOTICE TO BIDDERS

Louisiana Department of Wildlife and Fisheries announces an experimental harvest of alligator eggs as follows:

PROPOSAL NUMBER: WLF-MSWMA-22

The alligator egg harvest will be on Maurepas Swamp Wildlife Management Area, located in Ascension, Livingston, St. Charles, St. James, and St. John the Baptist parishes.

Sealed bids are due before 10:00 A.M., April 21, 2022 at the Louisiana Department of Wildlife and Fisheries Headquarters Building, 2000 Quail Drive, Baton Rouge, LA 70808, Third Floor Conference Room on the day of the bid opening. Prior to the bid opening date, sealed bids can be mailed to ATTN: Yvette Buckner at Louisiana Department of Wildlife and Fisheries, Room 240, P.O. Box 98000, Baton Rouge, LA 70898-9000 by 3:00PM on April 20, 2022. The bids will be publicly opened and read in the Third Floor Conference Room on Quail Drive, immediately after 10:00 A.M. on April 21, 2022. For additional information or to request a bid package please call Jeb Linscombe at the Lafayette Office at (337) 735-8671 or email jlincombe@wlf.la.gov.

Publish on: March 31, 2022

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON APRIL 7, 2022 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

2022-7-HOP requested by **Anthony Lassere** for a home occupation – "River Parish Arms, LLC" – a firearms transfer business – at **117 Lac Sauvage Drive, Luling**, Zoning District R-1A. Council District 7.

2022-8-HOP requested by **Freddie Coleman** for a home occupation – "Goodnews Construction, LLC" – a contractor – at **124 Janet Drive., St. Rose**, Zoning District R-1A. Council District 5.

2022-7-MIN requested by **Stafford & Kristy Lucky** for a resubdivision of two lots into two lots, with a waiver from the required lot area **101 Oak Lane, Luling**, Zoning District C-2. Council District 7.

2022-8-MIN requested by **123 Metairie Road, LLC** for a resubdivision of one lot into two **382 Judge Edward Dufresne Parkway, Luling**, Zoning District M-1. Council District 1.

2022-9-MIN requested by **Cospolich, Inc.** for a resubdivision of approximately 14 acres into two lots near **14695 Airline Highway, Destrehan**, Zoning District M-1. Council District 6.

2022-3-R requested by **Glenn Gillen for U.S. Army Corps of Engineers** for a change of zoning from W-1 to O-L on 3,000 sq. ft. located 100 ft. from the E. Guide Levee Rd. & 900 ft. south of I-10 near **Bonnet Carre Spillway, Norco**, Council District 6.

2022-4-R requested by **Geraldine Sanders & Ruth Tassin** for a change of zoning from R-1M to O-L on the rear portion of the lower half of Lot 23, Fashion Plantation, near **185 Sanders Lane, Hahnville**, Council District 1.

2022-5-R requested by **M.H.I. Investments, LLC** for a change of zoning from C-3 to M-1 on a portion of Lot CM-2A-Z, Fairview Plantation, **10394 W. Airline Drive, St. Rose**, Council District 5.

2022-6-SPU requested by **German Coast Farmers' Market** to operate a green market in a C3 zoning district at **13825 River Road, Luling** and an M-1 zoning district at **160 W Campus Drive, Destrehan**, Council Districts 1 & 2.

ALTERNATE DATE: 4/14 PUBLISH: 3/24, 3/31, 4/7

Public Notice

Aerial Imaging Services Request for Proposal

St. Charles Parish Assessment District

BID, Date: 03/15/2022

REQUEST FOR PROPOSALS AERIAL IMAGING SERVICES

The St. Charles Parish Assessment District, 15045 River Rd, Hahnville, LA, 70057, shall receive sealed proposals for aerial imaging services until 10:00 A.M. Wednesday, April 27th, 2022, at which time they shall be publicly opened.

Detailed RFP specifications and forms may be obtained from the St. Charles Parish Assessor's Office, 15045 River Road, Hahnville, LA, 70057, (985) 783-6281.

Proposals may be either mailed or hand delivered, but must be received before the above stated date and time.

All proposals shall be sealed, and shall note the project title and the submitting firm's name, addressed as follows:

"Aerial Imaging Services"
Tab Troxler, Assessor
St. Charles Parish Assessment District
15045 River Road
P.O. Box 303
Hahnville, LA, 70057

Proposals received after the announced closing time shall be returned to the proposers unopened.

The St. Charles Parish Assessor reserves the right to reject any and all proposals.

Tab T. Troxler

Assessor

Advertise: St. Charles Herald-Guide: March 24, 2022, March 31, 2022, and April 7, 2022

Public Notice

Anyone knowing the whereabouts of **Lorvin Bladimir Carvajal Reyerez** please contact Attorney Lauren Rogers at 504-468-1100.

Publish on: March 31 & April 7, 2022

Sheriff's Sale

ADVERTISEMENT - PARTITION SALE

SHERIFF'S OFFICE

Suit No: (45) 81269-E

Date: Tuesday, February 22, 2022

BRANDT J. DUFRENE

VS

HARVEY A. HELLER, JR, ETC.,
ET AL

Parish of St. Charles

29th Judicial District Court
State of Louisiana

BY VIRTUE OF AND IN OBEDIENCE TO A COURT ORDER DIRECTED TO ME BY THE HONORABLE 29TH JUDICIAL DISTRICT COURT IN AND FOR THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, DATED THURSDAY, FEBRUARY 17, 2022, I SHALL PROCEED TO SELL AT PUBLIC AUCTION AT THE FRONT DOOR OF THE COURTHOUSE IN WHICH THE CIVIL DISTRICT COURT OF THE PARISH OF ST. CHARLES IS HELD ON WEDNESDAY, APRIL 6, 2022, AT 10:00 A.M., TO THE LAST AND HIGHEST BIDDER, FOR CASH, THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

17 certain lots of ground, being part of a tract known as Coteau de France, situated on the line of railroad formerly known as the New Orleans Pacific Railroad (Southern Pacific) between Bayou Saut Dours of Bayou Des Allemands, which said lots are number 30, 32, 34, 42, 44, 46, 48, 50, 54, 66, 68, 70, 74, 76, 82, 119 and 123 of the Ranson Tract on the plan of the subdivision of said tract drawn by L. F. Fremaux on the 6th day of February, 1869, a copy whereof is annexed to an act passed before Eusebe Bouny, late notary in the City of New Orleans, on the 26th day of March, 1886.

SAID SALE TO BE HELD WITH APPRAISEMENT AND THE PROCEEDS TO BE PARTITIONED IN ACCORDANCE WITH JUDGMENT ISSUED BY THE AFOREMENTIONED HONORABLE COURT, THROUGH FAITH ORSINI-CALIX NOTARY PUBLIC. ALL COSTS OF THESE PROCEEDINGS TO BE ASSESSED AGAINST THE GROSS PROCEEDS OF THIS SALE.

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: March 03, 2022
March 31, 2022
SCSO-CIV-222-0306

Public Notice

ADVERTISEMENT FOR BID

ST. CHARLES PARISH HOSPITAL

Sealed bids will be received at the St. Charles Parish Hospital in Luling, Louisiana until 2:00 PM, **Wednesday, April 27, 2022**, at which time bids will be opened in public in the Cafeteria at 2:30 for the following:

Sale of Property located at 1202 & 1207 Paul Maillard Rd Luling, 70070 both properties are to be sold together. The starting bid is \$320K.

All bids should be submitted in a sealed envelope clearly marked

“BID ON PROPERTY-DO NOT OPEN UNTIL BID OPENING”

including bid amount, name, address and telephone number. Address envelope to St. Charles Parish Hospital, P. O. 87, Luling, LA 70070, Attention: Thomas Duplantis.

Any bid received after 2:00 PM – Wednesday, April 27, 2022, shall be returned to the bidder unopened.

A deposit of 10% of the winning bid must be received within one business day after the opening of the bids. The deposit must be in cash, certified check, or money order. If the deposit is not made timely, the property is offered to the second highest bidder.

St. Charles Parish Hospital reserves the right to reject any, and all bids and to waive any informalities incidental hereto.

Bidders need not be present for opening of bids.

PUBLISH: March 24, 2022
March 31, 2022
April 7, 2022

Public Notice

ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL
ON MONDAY, APRIL 4, 2022, 6:00 P.M.
COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:

2022-0073 (3/21/22, 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 Ormond Center Drainage Improvements (Project No. P190505), in the amount not to exceed \$81,246.00.

2022-0078 (3/21/22, Jewell, Bond Counsel)

An ordinance authorizing the issuance by the Parish of St. Charles, State of Louisiana of its Taxable Limited Tax Bond in an amount not to exceed Ten Million Dollars (\$10,000,000) and providing for other matters in connection therewith.

PUBLISH: March 24, 31, 2022

Public Notice

29TH JUDICIAL DISTRICT COURT

PARISH OF ST. CHARLES

STATE OF LOUISIANA

EMERGENCY CLOSURE ORDER
March 22, 2022

Considering the National Weather Service forecast for severe weather in St. Charles Parish between the hours of 3:00 p.m. and 8:00 p.m. on March 22, 2022, and advisories for citizens to remain indoors in sturdy structures and to avoid vehicular travel on roadways, and

Acting in accordance with the Louisiana Constitution Article V, Section I, the inherent power of this Court and La. R.S. 1:55(E)(2),

IT IS ORDERED that the 29th Judicial District Court for the Parish of St. Charles shall close at 1:00 p.m. Tuesday, March 22, 2022. The Court shall resume normal operations on Wednesday, March 23, 2022, at 8:30 a.m.

IT IS FURTHER ORDERED that in accordance with La. R.S. 1:55(E)(2) the Clerk of Court for the Parish of St. Charles shall have published as soon as possible a legal notice in all of the official parish journals within the district setting forth the dates of closure, the hour of closure if applicable, the reasons for closure, and a statement that, pursuant to R.S. 1:55(E)(3), these days or parts of days were legal holidays. The Clerk shall attach a similar statement to every document, petition, or pleading filed in the Office of the Clerk on the first day or part of a day his office is open after being closed under the provisions of this paragraph, whether the petition or document relates to a cause of action, right of appeal, or other matters against which prescription could have run or times periods imposed by law could have expired.

DONE AND SGINED this 22nd day of March, 2022 at Luling, St. Charles Parish, Louisiana.

2022.03.22
10:55:07 -05'00'
Timothy S. Marcel
Chief Judge

Publish on: March 31, 2022

Public Notice

The names of the following persons were drawn to serve as Petit Jurors for Jury Number 188 & 198, for the session of said Court beginning Monday, April 25, 2022 at 9:00 a.m. - Division "D".

1 ABADIE	STEVEN PAUL	149 GAUTIER	KYRA MARIE
2 ADAMS	DEBRA MCAVOY	150 GIEGER	JACK RAY
3 ADAMS	KAMRYN ALISE	151 GIRARDOT	DAVID MICHAEL
4 AHLEMEYER	JEFFREY STEPHEN	152 GODFREY	SANDRA W
5 ALEXANDER	CASEY MICHELLE	153 GONZALEZ-RUBIO	LUIS EDUARDO
6 ALLABAUGH	HELEN CATHERINE	154 GORDON	ALVIN III
7 ALLHOUSE	CORY JACOB	155 GRAHAM	RICHARD ALLEN
8 ANDERSON	CHRISTOPHER MICHAEL	156 GRANIER	HOLLY MILLER
9 ANTOINE	PETER HAROLD	157 GREEN	JARAD JAMAUL
10 ARHTUR	MICHAEL	158 GREEN	SONYA MARIE
11 AUSTIN	CAROL LYNN	159 GROSS	ANNIE MARIE
12 AVESTAS	JANINE SARAH	160 GUILLOT	BLAINE MICHAEL
13 BABIN	BRENDA CHRISTY	161 HARDY	ROMTRE LEE
14 BAILEY	ANGEL COOPER	162 HARMS	LUCAS H
15 BANKS	CHANTEL M	163 HARRELL	BRENNEN SHELBY
16 BARBIER	GERALD JOSEPH JR	164 HEBERT	JODY ANTHONY JR
17 BARNEY	KATHRYN K	165 HEBERT	AUCIA ANN
18 BARNEY	KRISTEN BUCHARDT	166 HECKENDORN	KARLIE ELIZABETH
19 BEARD	KENNETH RAY	167 HENK	BEVERLY WEAVER
20 BECKNEL	ANTOINE JOSEPH	168 HERKES	RHONDA LEE
21 BECNEL	CHARLETTE LAFAYE	169 HERNANDEZ	MICHAEL P
22 BECNEL	RAYMOND GEORGE JR	170 HERRLE	SALLIE M
23 BENOIT	NORVEL ALEXANDER	171 HILLIARD	LASHONDRA CHARNELL
24 BERGERON	MICHAEL J	172 HOGAN	SUE ROGERS
25 BERING	LAUKISHA ANNETTE	173 HOLLISTER	PAMELA SUE
26 BERRY	ROSALIND MARIA	174 HOTARD	JESSICA LYNN
27 BILLINGSLEY	SHAWN WARD	175 HOWARD	FREIDA BROOKS
28 BLACKMORE	MARLUNE AUBERT	176 HOWIE	JUDY VICKNAIR
29 BLAKLEY	DANIELLE CHERIE	177 HUNTER	JENAXIA JAQUEZ
30 BLAPPERT	ROBERTA BILLSON	178 HUTCHINSON	TERRILA L
31 BONNETTE	BRIANNE GRACE	179 INGRAM	KISHAWN ALAN
32 BONNETTE	TAYLOR ELIZABETH	180 JACKSON	KEIONE WILSON
33 BORDELON	BROOK	181 JACKSON	CASSANDRA N
34 BORNE	WALLACE JOSEPH	182 JAMES	ELIZA
35 BOUDOIN	JEFFERY JOSEPH	183 JOHNSON	HOWARD WHITLAM JR
36 BOURGEOIS	BARBARA LIRETTE	184 JOHNSON	KENNETH
37 BOURGEOIS	MARVEL TRENE	185 JOHNSON	MARVEL SMITH
38 BOWMAN	CLAUDE H	186 JOHNSON	DANIEL ROY
39 BOWMAN	MICHAEL RAY	187 JOHNSON	KELLY SCALES
40 BRANAMAM	SANDRA TUDURY	188 JONES	CHRISTOPHER MICHAEL
41 BRANDSTETTER	SHELLIE SMITH	189 JONES	DEAN MCALPIN
42 BRASHEAR	MARY SIMONEAUX	190 JOSEPH	CHELSEA RENEE
43 BRAUNGER	MELISSA ANN	191 KEISER	RANDALL SCOTT
44 BREALX	KEN P	192 KELLY	ALEX EARL
45 BREWER	GINA L	193 KELLY	STEPHANIE L
46 BROUSSARD	SUSAN RAUCH	194 KIMBLE	ADAM EUGENE
47 BROWN	AMONE VINCENT	195 KING	KATHERINE ANN
48 BROWN	STEVEN ARLAND JR	196 KINLER	CYNTHIA R
49 BRYAN	SHELLY AMANDA	197 KNILANS	MIRIAM ADAIR
50 BRYANT	DOROTHY MAE	198 LABIT	CATHY KEMP
51 BUCKWALTER	TAMMY LEE	199 LABORDE	CLAYTON ANDREW
52 BURELLE	CARY JOHN	200 LABRANCH	GEONNIE MICHELLE
53 BURKE	KEVIN P	201 LAGARE	RYAN JAMES
54 BURNS	DAMON K	202 LAMERE	MARK ALLEN
55 BUSH	GISELLE LEBLANC	203 LAMPO	ANGEL NICOLE
56 BYRNE	LILUAN HILL	204 LANCASTER	KYLE MICHAEL
57 CABRERA	JUANITA GREGORIA	205 LANDRY	RODDY RAY
58 CAMPOS	ALCALDE LIUDMILA	206 LANDRY	VELVET N
59 CANCELLA	AMANDA MICHELE	207 LANDRY	ASHLEY BAUDOIN
60 CANCEINNE	RACHAEL NICOLE	208 LANDRY	JANE ELISE
61 CANNON	LAVELLE F	209 LAWSON	EUGENE W JR
62 CANTRELLE	CHAD MICHAEL	210 LAWSON	TERRI DALE
63 CARLSON	MELISS PECOL	211 LEGAUX	GERARD M
64 CARTER	VIOLA INEZ	212 LESNES	ELIZA TRINITY
65 CARTER	CHELSEA ZIRKLE	213 LEVINE	KAREN PILGRIM
66 CEDRO	JEFFREY PAUL	214 LIEGL	STASHIA ANN
67 CHACON	TAMMY BELLANGER	215 LILLY	PHYLLIS NACIO
68 CHAMPAAGNE	JERRY C	216 LIRETTE	CUFTON JOSEPH JR
69 CHAMPAAGNE	JOHNNY ANTHONY JR	217 LOCKETT	TRISHAN MONIQUE
70 CHAPMAN	SHANYRA JANET	218 LOCKETT	LINEL JOHN SR
71 CHAPMAN	SHANNON MARIE	219 LYDELL	LOGAN ROBERT
72 CHAUVIN	SANDRA MOUCHON	220 MADDEN	CONNIE SAUCIER
73 CHAVEZ	CHARLOTTE R	221 MADERE	RANDY EDWARD
74 CHASSON	KELLEN RICHOUX	222 MADERE	SHAWN LAWRENCE JR
75 CLARK	GIDGET	223 MADERE	EMILY
76 CLAY	GAIL ROBINSON	224 MAHER	MICHAEL PATRICK
77 CLEMENT	KYLE PETER	225 MAIKELL	DIANNA SMITH
78 COCHRAN	JOSEPH M	226 MAJORIA	RACHEL LEMOINE
79 COMARDELLE	ALEXANDRA ADAMS	227 MANCUSO	MARTIN M
80 COMARDELLE	HOLLIE LDUQUE	228 MARTIN	SHANE M
81 CONRAD	ALI RAE	229 MASSEY	MARY J
82 COOK	LOURIA JAMES	230 MATHERNE	HOLLY MAJORIA
83 CORN	MARCUS JAMES	231 MATHERNE	LISA DUFRENE
84 COX	TARA LEIGH	232 MATHERNE	PAMELA N
85 CREASY	PAUL CHRISTOPHER	233 MATHERNE	KANDACE BOUTTE
86 CREEL	DONNA LOISEL	234 MATHERNE	MICHAEL M
87 CRISTINA	TRENA BOURGEOIS	235 MATHERNE	MRS VICTOR
88 CROSBY	CHLOE MARIE	236 MATHERNE	PHILLIP RONALD
89 CROSS	TERRY MARIE	237 MATISE	MADISON RAE
90 CURRY	STEPHANIE RENEE	238 MAXWELL	GLENN EARL JR
91 DAIGS	KENVITTA STIRGUS	239 MAYEUX	MARY LAURA MARTIN
92 DALGO	MILTON J	240 MCCONNELL	TODD CHRISTOPHER
93 DARENSBOURG	JESSICA RODRIGUEZ	241 MCDONNEN	ASHLEY HAYDEL
94 DARENSBOURG	RICK ANTHONY	242 MCFALL	RACHEL JUSTINA
95 DARENSBOURG	SARA PATRICIA	243 MCGUIRE	ANN NELSON
96 DAUNIE	DALE ANTHONY JR	244 MCKINNEY	PATRICK WILLIAM
97 DAVIS	JAMES L	245 MCNULTY	JESSICA CREEL
98 DAY	MARK A	246 MELANCON	PAMELA GIBSON
99 DEAL	JAMES FRANKLIN	247 MELARA	LESLIE CHAMPAGNE
100 DEFISCO	MICHELLE GUILLORY	248 MICHAEL	SHERI JONES
101 DEJEAN	TORI	249 MILLER	LOUIS J JR
102 DELANGE	SHARON P	250 MILLMAN	RICHARD L
103 DEMPSTER	JASI M	251 MITCHELL	TERENCE TREVON
104 DEMPSTER	HEIDI LEE	252 MITCHELL	MARVIN
105 DIGGS	CARLYN RONALD	253 MIXON	MICHAEL RAY II
106 DIGGS	HANNAH TQUMBA	254 MOHENG	DOROTHY MARIE
107 DONEWAR	BARRY ALBERT JR	255 MOLLARE	CYNTHIA LAGRANGE
108 DOULITTLE	HEATHER JEAN BRUCE	256 MONTEILH	EUGENE
109 DORSEY	ANDREA MARIE	257 MORGAN	NICOLE ANNE
110 DOWNING	ANDRUS MICHAEL	258 MORGAN	STEVEN WAYNE
111 DOWNING	SHAQUIEDA WELLS	259 MULLER	CHAD JOSEPH
112 DUBOIS	RANDY PAUL	260 MURRAY	SETH EUJAH
113 DUDLEY	PHILLIP ANDRE JR	261 NAPPIER	ALISA BINGHAM
114 DUET	JUDITH DOLL	262 NAQUIN	ANGELIQUE ELROD
115 DUFOUR	CHARLOTTE EUGENIE	263 NAQUIN	CARLA VINTRELLA
116 DUFRENE	NATHAN R	264 NELSON	MAUREEN CARTER
117 DUFRENE	RACHAEL ANN	265 NICHOLAS	MARK DANIEL
118 DUFRENE	THILMAN ADAM	266 NICKLAS	JENNIFER CLAIRE
119 DUGAS	RHIANA ROSE	267 NORWOOD	TINA BRILEY
120 DUGAS	RHONDA BOUTERIE	268 NOTTINGHAM	TONI J
121 DUHE	TODD GREGORY	269 NOVEH	JUDY SIMONEAUX
122 DUOS	MALCOLM	270 OCKMAN	CLIFFORD J
123 DUPRE	REBECCA ADAMS	271 ORDOYNE	JO ANN GHERGICH
124 EHRHART	KRISTY MOORE	272 OUBRE	BRADLEY ROSS
125 ELOND	DUSTIN ANDREW	273 PACACCIO	JEAN ROSHTO
126 ELMER	JONATHAN GILBERT	274 PARQUET	TYRIE AUSTIN
127 EVANS	ONESTHER EUGENE	275 PATEL	JIGNESH SHASHIKANT
128 EVANS	SONJA MARIE	276 PERKINS	ANA PEREZ
129 EVANS	PATRICIA D	277 PERRIER	CRAIG STEVEN
130 FAUCHEUX	DEBRA CAMBRE	278 PERRIN	HUNTER MICHAEL
131 FIFFIE	TYRAN STEVENB	279 PETERS	DARRELL EUGENE
132 FIFFIE	SHACONIA NATOYA	280 PETIT	HYLTON SAMUEL JR
133 FOBB	VERA LEE	281 PETIT	BRIAN JUDE
134 FONSECA	KAREN GABRIELA	282 PEYTON	DONALD EUGENE
135 FONTENOT	ADAM MICHAEL	283 PHILLIPS	NAKETA K
136 FRANCK	CHARLES FREDRICK	284 PICOLO	KANDACE BICKNELL
137 FRANK	DONALD FREDERICK	285 PICOU	BRIAN G
138 FRAYCHINEAUD	CAROLYN CAMBRE	286 PIERRE	ASHLEY NICOLE
139 FREDERIC	JULES ROBERT	287 PIERRE	BENJAMIN
140 FREEMAN	BENJAMIN LE		
141 FUENTES	RICARDO ALFONSO		
142 GARDETTE	THEDA ANN		
143 GARDNER	ERNEST WESLEY III		
144 GASPARD	TAYLOR ALEXIS		
145 GAUBERT	DEREK MICHAEL		
146 GAULDEN	GILDA MARIE		
147 GAUTHREAUX	BRYAN CHARLES		
148 GAUTIER	JERNELL JAMES		

288 PIERRE	CLAUDE
289 PITRE	PHILIP EUGENE
290 PITTS	SHANNA DENISE
291 PIZZOLATO	DAVID PRESTON
292 PLAISANCE	CAROL ANN
293 PLAISANCE	JENNIFER STYRON
294 PLUNKETT	MEGAN ELIZABETH
295 POLLARD	MARY C
296 PONDER	CHERYL KAY
297 PRADAT	HOLLY M
298 PRESCOTT	JOYCE MCWILLIAMS
299 PRICE	MARIBETH SCHNEIDER
300 PUQUENO	JOANN SPADONI
301 RABALAIS	NICOLE MARIE
302 RAINEY	BETTY GEASON
303 RAMSEY	DEBRA LOCK
304 RANCK	ETHAN SAMUEL
305 RAY	SARA ELIZABETH
306 REYNAUD	LYNCOY MONTRELL JR
307 RICHARD	ALPHONSE LAWRENCE III
308 RICHOUX	PATTY CALECAS
309 RIECKE	GABRIELLE MARIE
310 RIGBY	SCOTT THOMAS
311 RILEY	SHELDON LENDELL
312 ROBERSON	WILLIAM SHANE
313 ROBERT	ARDEN MICHELLE
314 ROBINSON	SHEIDON JOSEPH
315 ROCQUIN	CINDY A
316 RODRIGUE	ELENORA CANALE
317 ROGERS	MARLIN J
318 ROUNDTREE	JAMES JOSEPH
319 ROWE	SOPHIA A
320 RUIZ	DARREN PATRICK II
321 RUSSELL	TIFFANY NOELLE
322 RUSSELL	GEORGE CLAYTON III
323 SANCHEZ	SHARON PIROLOZZI
324 SARRIA	FERNANDO
325 SAUNDERS	MITCHELL LOUIS
326 SAUZER	LAUREN KATHLEEN
327 SCHEXNAYDRE	RALPH JOHN
328 SCHNEIDER	DARLENE C
329 SELLERS	EDWARD L
330 SHEPARD	BRIAN K
331 SIMMONS	MICHAEL THOMAS
332 SIMON	BRENT JOSEPH
333 SIMON	KIMBERLY TEAGUE
334 SIMON	STEPHEN PAUL
335 SIMONEAUX	SAMANTHA CELESTE
336 SINGLETON	CARRIE ANN
337 SMITH	AUDREY ANN VALENTIN
338 SMITH	CRAIG LOVELL JR
339 SOMME	AVA MARIE
340 SONGY	DOUGLAS GERARD JR
341 SORAPURU	AVERY ANTHONY
342 SPITZLEY	SHELLIE MARIE
343 STABILE	CHARLES ROGER
344 STEPHANY	BARBARA RENEE
345 STEWART	TOREY JONES
346 STMARTIN	LYNN CHARLES
347 STPIERRE	GABEL J JR
348 STRAUGHTER	ROBERT
349 TAMPORELLO	ERIN NEAL
350 TARULLO	DARLENE MABILE
351 TARVER	HENRY CHRISTOPHER JR
352 TERREBONNE	DARUS TERRY
353 THIBODEAUX	KEELA MARIE
354 THIELMAN	MADISON NICOLE
355 THOMAS	ANN FRANCES
356 THOMPSON	DEBORAH HILAIRE
357 TODD	STEVEN PAUL
358 TOLPI	FARIDHI
359 TRAHANT	ALYSSA JADE
360 TRICHE	JADE ELISE
361 TROXLER	MEGAN DIANE
362 TRUSTY	LEA MARIAH
363 TUCKER	SAMANTHA A
364 TUCKER	KATHLEEN CASEY
365 USHER	ROBERT H
366 VALLE-YEPEZ	CARLA LILIANA
367 VAN	DONALD ALBERT
368 VANECK	BROOKE ELLEN
369 VIAL	BENJAMIN ANDREW
370 VICKNAIR	VICTORIA NAQUIN
371 WAGUESPACK	KERRY FELIX
372 WALKER	STEVEN JR
373 WALSH	JORDAN ELIZABETH
374 WASHINGTON	SERENA MAIRE
375 WATERMAN	BEVERLY FARRAND
376 WEBER	CHRIS M
377 WEBER	RAYMOND P JR
378 WEBER	JACE MICHAEL
379 WEBER	JANELL M
380 WEICK	SUSAN GLASS
381 WELLS	ALICE GOULD
382 WHITE	JASON CORY JR
383 WHITE	JEFFREY BRUCE MARK JR
384 WHITE	HEZEKIAL ISAIAH
385 WHITE	MAURIANNE MICHELLE
386 WILLIAMS	LISA NELSON
387 WILLIAMS	MARK JOSEPH JR
388 WILLIAMS	ANETRIC A
389 WILLIAMS	GIANNI WHITE
390 WILSON	ADORYNA AUNTRELL
391 WILSON	CHANDLER SCOTT
392 WOODBURN	ELIZABETH FRITSCH
393 WOODS	JAMIE LARYAN
394 WRIGHT	GINO ANTHONY
395 WRIGHT	AYAUNA LYNN
396 WUNSTELL	TRISTAN IVY
397 YOUNG	DOMINIQUE TREON
398 ZEISS	JOHN LAWRENCE
399 ZERINGUE	BLANDON PAUL
400 ZERINGUE	EMILY MORGAN

Publish on: March 31, 2022

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:

- Auerelino G. Brown (A&H Darensbourg tract)**
Lot 10 (670 Killona Dr.)
Nature of violation: Grass cutting & removal of debris

Reginald Houston & Deborah Houston Edwards (Darensbourg tracts (A, G, V))
Lot B8 (600 Killona Dr.)
Nature of violation: Grass cutting & removal of debris

Morris Gullage Estate (Darensbourg tract (A, G, V))
Lot (157 Adams St.)
Nature of violation: Grass cutting & removal of debris

Family Resources of New Orleans Inc (Vicknair Property)
Lot 2C (Post St. @ Short St.)
Nature of violation: Grass cutting & removal of debris

Thomas Norwood (Picou PLTN. (MONTZ))
Lot 3698 (130 Zack Thomas Ln.)
Nature of violation: Grass cutting & removal of debris

Annie Coleman (Darensbourg Tracts (A, G, V))
Lot B7 (250 Adams St.)
Nature of violation: Grass cutting & removal of debris

Samuel Slack (Elkinsville SUBD.)
Lot 9 (450 Fourth Street)
Nature of violation: Grass cutting & removal of debris

Marvin Turner Sr. (New Sarpy Subd.)
Lot 21 (737 E. Easy Street)
Nature of violation: Grass cutting & removal of debris

Kathy Adam (Ormond Country Club)
Lot 30A (46 Stanton Hall Dr)
Nature of violation: Grass cutting & removal of debris

Joseph Thorne (St. Charles Terrace S*)
Lot 120-A (212 St. Charles St.)
Nature of violation: Grass cutting & removal of debris

Pierre Scott Estate (Broussard Tract)
Lot D002 (219 Killona Drive.)
Nature of violation: Grass cutting & removal of debris

Donald P. Eastepp (Mimosa Park)
Lot 13 (113 Mimosa Ave.)
Nature of violation: Grass cutting & removal of debris

William E. Arnold (Ormond Country Club -*)
Lot 312 (51 Dunleith Dr.)
Nature of violation: Grass cutting & removal of debris

Donald J. Sardenga (New Sarpy SUBD.)
Lot 26 (345 W. Easy Street)
Nature of violation: Grass cutting & removal of debris

Sydney F. Holder (Carolyn Drive SUBD.)
Lot 325 (172 Carolyn Dr.)
Nature of violation: Grass cutting & removal of debris

Zachariah L. Vancel (Hiland Park SUBD. #2)
Lot 608 (519 Pine St)
Nature of violation: Grass cutting & removal of debris

Cynthia M. Smith (Hiland Park SUBD. #2)
Lot 630 (516 Sixth St.)
Nature of violation: Grass cutting & removal of debris

Edward R. Fabre (Carolyn Drive SUBD.)
Lot 332-A (168 Carolyn Dr.)
Nature of violation: Grass cutting & removal of debris

Mervin P. Autin (Pine Gardens SUBD.)
Lot 1A (3035 HWY 306)
Nature of violation: Grass cutting & removal of debris

PUBLISH: March 31,2022

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF MARCH 7, 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 Darensbourg Gordon, Mary K. Cluttee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, Julia Fisher-Cormier

Monday, March 7, 2022

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present:

7- Beth A. Billings, Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Cluttee, Nicky Dufrene, Marilyn B. Bellock, and Bob Fisher

Absent:

2- Dick Gibbs, and Julia Fisher-Cormier

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Chief Administrative Officer Mike Palomere, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Darrin Duhe, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Duasom, Public Works/Wastewater Director Miles Bingham, Planning & Zoning Director Michael Albert, Waterworks Director Gregory Gordon, Alissa Cavaretta, Public Information Office, Blaine Fauchaux, Public Information Office

CALL TO ORDER

Meeting called to order at 6:01 pm.

PRAYER / PLEDGE

Pastor Chris Housewright,

Grace Point Church, Destrehan

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Billings, to approve the minutes from the regular meeting of February 21, 2022. The motion carried by the following vote:

Yea:

7 - Billings, Fonseca, Darensbourg Gordon, Cluttee, Dufrene, Bellock and Fisher

Nay:

0

Absent:

2- Gibbs and Fisher-Cormier

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2022-0058

In Recognition: Destrehan High School Desty Darlings Competition Dance Team

Sponsors: Mr. Fisher

Read

2022-0059

Proclamation: "Retired Teachers Day in St. Charles Parish"

Sponsors: Ms. Cluttee

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2022-0065

Library Board of Control

Library Director Leann Benedict

Councilwoman Cluttee spoke on the matter.
Ms. Benedict spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Chief Operations Officer Darrin Duhe spoke on the matter.
Councilwoman Fonseca spoke on the matter.

Reported

2022-0066

Parish President Remarks/Report

Sponsors: Mr. Jewell

Councilwoman Darensbourg Gordon spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Public Works/Wastewater Director Miles Bingham spoke on the matter.
Councilwoman Fonseca spoke on the matter.
Councilman Dufrene 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, MARCH 21, 2022, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2022-0060

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No. S181201, Lone Star Sewer Rehabilitation, to decrease the contract amount by \$34,100.00, and increase the contract time by 122 days.

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

Publish/Scheduled for Public Hearing to the Parish Council on March 21, 2022

2022-0061

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No S170601, Luling Oxidation Pond Refrabiilitation and Upgrades, to increase the contract amount by \$489,238.60, and increase the contract time by 199 days.

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

Publish/Scheduled for Public Hearing to the Parish Council on March 21, 2022

2022-0062

An ordinance approving and authorizing the execution of a Professional Services Agreement with C. H. Fenstermaker & Associates, LLC, to perform engineering services for Pinrose Canal Cleaning and Improvements (Project No. P210202), in the amount not to exceed \$637,824.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 21, 2022

2022-0063

An ordinance approving and authorizing the execution of a contract with Sealevel Construction, Inc., for Project No. P080905-5F, CPRA Project No BA-0244, Ellington Structures-Kellogg Pump Station T-Wall, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$4,323,888.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 21, 2022

2022-0064

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 21-11-4, which approved the Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Montz Pump Station No.2 (Parish Project Number P210806).

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 21, 2022

2022-0068

An ordinance approving and authorizing the execution of a Professional Services Agreement with Barowka and Bonura Engineers and Consultants, LLC, to perform engineering services for Hill Heights Drainage Improvements - Destrehan (Project No. P190802), in the amount not to exceed \$373,992.70.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 21, 2022

2022-0069

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 Lots 10 & 11, Block N, Magnolia Ridge Park Subdivision, municipal address 359 Lily Street, Boutte, as requested by Artis Nelson for John & Margarette Nelson.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 21, 2022

2022-0070

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to C-2 on Lot 1B, St. Rose Gardens, municipal address 118 St. Rose Avenue, St. Rose, as requested by Carla Elizabeth Portera Grunberg.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 21, 2022

2022-0071

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Section XV.A.2, regarding Planning Commission meeting minutes.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 21, 2022

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2022-0030

An ordinance approving and authorizing the execution of a Professional Services Agreement with All South Consulting Engineers, LLC, to perform engineering services for the Automated Meter Reading Installation Program (Project No. WWS 106), not to exceed \$414,093.00.

Sponsors: Mr. Jewell and Department of Waterworks

Reported:
Waterworks Department Recommended: Approval
Public Hearing Requirements Satisfied

Council Discussion
Waterworks Director Gregory Gordon spoke on the matter.

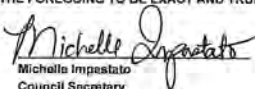
Amendment: to amend the proposed Agreement in "Attachment A", 2nd paragraph, to change "... approximately 10,000 meters ..." to read "... approximately 14,000 meters ..." and in "Attachment B", the 2nd line down, to change "... approximately 4,000 meters ..." to read "... approximately 10,000 meters ..."

A motion was made by Councilmember Fonseca, seconded by Councilmember Billings, to Amend the proposed Agreement. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Cluttee, Dufrene, Bellock and Fisher.

Nay: 0

Absent:	2 - Gibbs and Fisher-Cormier
Amended	
Further Council Discussion	
Parish President Matthew Jewell spoke on the matter.	
VOTE ON THE PROPOSED ORDINANCE AS AMENDED	
Yea:	7 - Billings, Fonseca, Darenzboung Gordon, Clulee, Dufrene, Bellock and Fisher
Nay:	0
Absent:	2 - Gibbs and Fisher-Cormier
	Enactment No. 22-3-1
2022-0036	
An ordinance approving and authorizing the execution of a contract with DRC Emergency Services, LLC, for Storm Debris Removal and Recovery 2021, (Project No. P210801).	
Sponsors: Mr. Jewell and Department of Public Works	
Reported:	
Public Works Department Recommended: Approval	
Parish President Matthew Jewell spoke on the matter.	
Public Hearing Requirements Satisfied	
Council Discussion	
President Jewell spoke on the matter.	
VOTE ON THE PROPOSED ORDINANCE	
Yea:	7 - Billings, Fonseca, Darenzboung Gordon, Clulee, Dufrene, Bellock and Fisher
Nay:	0
Absent:	2 - Gibbs and Fisher-Cormier
	Enactment No. 22-3-2
2022-0037	
An ordinance approving and authorizing the execution of a contract with Debris Tech, LLC, for Storm Debris Monitoring 2021, (Project No. P210802).	
Sponsors: Mr. Jewell and Department of Public Works	
Reported:	
Public Works Department Recommended: Approval	
Parish President Matthew Jewell spoke on the matter.	
Public Hearing Requirements Satisfied	
Council Discussion	
President Jewell spoke on the matter.	
VOTE ON THE PROPOSED ORDINANCE	
Yea:	7 - Billings, Fonseca, Darenzboung Gordon, Clulee, Dufrene, Bellock and Fisher
Nay:	0
Absent:	2 - Gibbs and Fisher-Cormier
	Enactment No. 22-3-3
2022-0038	
An ordinance approving and authorizing the execution of a contract with River Birch Renewable Energy, LLC, for Storm Debris Disposal 2021, (Project No. P210803).	
Sponsors: Mr. Jewell and Department of Public Works	
Reported:	
Public Works Department Recommended: Approval	
Parish President Matthew Jewell spoke on the matter.	
Public Hearing Requirements Satisfied	
Council Discussion	
President Jewell spoke on the matter.	
Chief Administrative Officer Mike Palamone spoke on the matter.	
VOTE ON THE PROPOSED ORDINANCE	
Yea:	7 - Billings, Fonseca, Darenzboung Gordon, Clulee, Dufrene, Bellock and Fisher
Nay:	0
Absent:	2 - Gibbs and Fisher-Cormier
	Enactment No. 22-3-4
2022-0055	
An ordinance approving and authorizing the execution of a Professional Services Contract Extension, to Ordinance No. 17-2-9, between St. Charles Parish and St. Charles Mosquito Control, LLC for Mosquito Control Services for an additional five (5) years, April 1, 2022 and ending March 31, 2027.	
Sponsors: Mr. Jewell and Department of Public Works	
Reported:	
Public Works Department Recommended: Approval	
Public Hearing Requirements Satisfied	
VOTE ON THE PROPOSED ORDINANCE	
Yea:	7 - Billings, Fonseca, Darenzboung Gordon, Clulee, Dufrene, Bellock and Fisher
Nay:	0
Absent:	2 - Gibbs and Fisher-Cormier
	Enactment No. 22-3-5
2022-0056	
An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 21-8-13, which approved the Professional Services Agreement with All South Consulting Engineers, LLC, to perform engineering services for the Des Allemands Bulkhead (Parish Project No. P210801).	
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.	
VOTE ON THE PROPOSED ORDINANCE	
Yea:	7 - Billings, Fonseca, Darenzboung Gordon, Clulee, Dufrene, Bellock and Fisher
Nay:	0
Absent:	2 - Gibbs and Fisher-Cormier
	Enactment No. 22-3-6
2022-0057	
An ordinance approving and authorizing the execution of a Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform engineering services for the King and Hahn Street Drainage Improvements (Project No. P220202), in the amount not to exceed \$432,650.00.	
Sponsors: Mr. Jewell and Department of Public Works	
Reported:	
Public Works Department Recommended: Approval	
Public Hearing Requirements Satisfied	
Council Discussion	
Parish President Matthew Jewell spoke on the matter.	
Public Works/Wastewater Director Miles Bingham spoke on the matter.	
Legal Services Director Corey Dubre spoke on the matter.	
VOTE ON THE PROPOSED ORDINANCE	
Yea:	7 - Billings, Fonseca, Darenzboung Gordon, Clulee, Dufrene, Bellock and Fisher
Nay:	0
Absent:	2 - Gibbs and Fisher-Cormier
	Enactment No. 22-3-7
RESOLUTIONS	
2022-0031	
A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III, Geometric Standards, E. Building Lines as requested by Bunge North America, Inc.	

Sponsors: Mr. Jewell and Department of Planning & Zoning	
Reported:	
P & Z Department Recommended: Approval w/Stipulation Approval, provided a waiver from the required yards and building setbacks are approved	
Planning Commission Recommended: Approval w/Stipulation Approval, provided a waiver from the required yards and building setbacks are approved.	
Public comment opened; no public comment	
VOTE ON THE PROPOSED RESOLUTION	
Yea:	7 - Billings, Fonseca, Darenzboung Gordon, Clulee, Dufrene, Bellock and Fisher
Nay:	0
Absent:	2 - Gibbs and Fisher-Cormier
	Enactment No. 2518
2022-0067	
A resolution supporting Rules for Regular Meetings of the St. Charles Parish Zoning Board of Adjustment.	
Sponsors: Mr. Jewell and Department of Planning & Zoning	
Reported:	
P & Z Department Recommended: Approval	
Board of Adjustment Recommended: Approval	
Public comment opened; no public comment	
Council Discussion	
Planning & Zoning Director Michael Albert spoke on the matter.	
VOTE ON THE PROPOSED RESOLUTION	
Yea:	7 - Billings, Fonseca, Darenzboung Gordon, Clulee, Dufrene, Bellock and Fisher
Nay:	0
Absent:	2 - Gibbs and Fisher-Cormier
	Enactment No. 2619
APPOINTMENTS	
2022-0026	
A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District III Representative.	
Chairman Fisher stated that File No. 2022-0026 will be deferred to the March 21, 2022 council meeting.	
Deferred	
2022-0054	
A resolution to appoint a member to the St. Charles Parish Library Board of Control as the District VI Representative.	
Chairman Fisher stated that File No. 2022-0054 will be deferred to the March 21, 2022 council meeting.	
Deferred	
ADJOURNMENT	
A motion was made by Councilmember Billings, seconded by Councilmember Darenzboung Gordon, to adjourn the meeting at approximately 7:40 pm. The motion carried by the following vote:	
Yea:	7 - Billings, Fonseca, Darenzboung Gordon, Clulee, Dufrene, Bellock and Fisher
Nay:	0
Absent:	2 - Gibbs and Fisher-Cormier
I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.	
	
Michelle Impastato Council Secretary	

Publish on: March 31, 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, MARCH 21, 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.

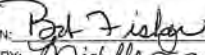
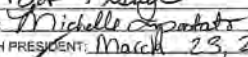
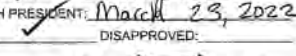
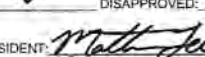
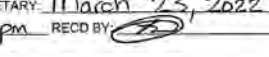
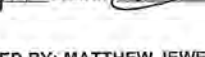
2022-0070
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 22-3-8

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to C-2 on Lot 1B, St. Rose Gardens, municipal address 118 St. Rose Avenue, St. Rose, as requested by Carla Elizabeth Portera Grunberg.

WHEREAS, Carla Elizabeth Portera Grunberg requests a rezoning from R-1A(M) to C-2 on Lot 1B, St. Rose Gardens, municipal address 118 St. Rose Avenue, St. Rose; and,
WHEREAS, the Planning and Zoning Department recommended approval of the request; and,
WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of March 3, 2022.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A(M) to C-2 on Lot 1B, St. Rose Gardens, municipal address 118 St. Rose Avenue, St. Rose, as requested by Carla Elizabeth Portera Grunberg.
SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A(M) to C-2 on Lot 1B, St. Rose Gardens, municipal address 118 St. Rose Avenue, St. Rose, as requested by Carla Elizabeth Portera Grunberg.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: BELLOCK

And the ordinance was declared adopted this 21st day of March, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: 
APPROVED: 
PARISH PRESIDENT: 
RETD/SECRETARY: 
AT: 12:00pm RECD BY: 

2022-0060
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS/WASTEWATER)
ORDINANCE NO. 22-3-9

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No. S181201, Lone Star Sewer Rehabilitation, to decrease the contract amount by \$34,100.00, and increase the contract time by 122 days.

WHEREAS, Ordinance No. 20-3-3 adopted March 9, 2020, by the St. Charles Parish Council approved and authorized the execution of a Contract for professional engineering services with N-Y Associates, Inc. for Parish Project No. S181201 Lone Star Sewer Rehabilitation; and,
WHEREAS, Ordinance No. 21-1-2 adopted January 11, 2021, by the St. Charles Parish Council awarded construction of Parish Project No. S181201 Lone Star Sewer Rehabilitation to BLD Services, LLC; and,
WHEREAS, Ordinance No. 21-6-8 adopted June 7, 2021, by the St. Charles Parish Council approved and authorized the execution of Amendment No. 1 to Ordinance No. 20-3-3, Contract for professional engineering services with N-Y Associates, Inc. for Parish Project No. S181201 Lone Star Sewer Rehabilitation; and,
WHEREAS, it is necessary to amend the contract to adjust the contract quantities with actual quantities resulting in a decrease to the contract amount by \$34,100.00 and increase the number of contract calendar days by 122.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for Parish Project No. S181201, Lone Star Sewer Rehabilitation, to decrease the contract amount by \$34,100.00 and increase the contract time by 122 days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order No. 1 (Final) on behalf of St. Charles Parish.

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

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

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

NAYS: NONE

ABSENT: BELLOCK

And the ordinance was declared adopted this 21st day of March, 2022, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Bob Fisher

SECRETARY: Michelle Capadato

DLVD/PARISH PRESIDENT: March 23, 2022

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RET/SECRETARY: March 23, 2022

AT: 12:00 PM RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 1 (Final)

DATE OF ISSUANCE March 23, 2022 EFFECTIVE DATE March 23, 2022

OWNER: St. Charles Parish

CONTRACTOR: BLD Services, LLC

Contract: 21-12

Project: Lone Star Sewer Rehabilitation FY 2019 LCDBG Public Facilities Program

OWNER's Contract No.: S - 181201 ENGINEER's Contract No.: 20052

ENGINEER: N-Y Associates, Inc.

- You are directed to make the following changes in the Contract Documents:
- Delete the Following Work Items:
 - Contract Item 8: Point Repair (8" Sewer), Up To 8 Feet Deep
Delete item in its entirety. (-\$ 28,000.00)
 - Contract Item 11: Video Inspect Sewer Line (Incidental)
Delete item in its entirety. (-\$ 350.00)Total of Deducted Items = (-\$28,350.00)
 - Add the Following Work Items:
 - New Contract Item X-1: CIPP Short Lateral
Addition of \$ 9,800 (Each.). See attached cost estimate for details.
 - New Contract Item X-2: CIPP Long Lateral
Addition of \$ 3,300.00 (Each.). See attached cost estimate for details.Total of Added Work Items = (+\$ 13,100.00)
 - Revise the Following Work Item Quantities:
 - Contract Item 5: Service Lateral By Open Cut 10' To 30' In Length, Up To 8 Feet Deep
The quantity is to be changed to 2 Each (- \$ 13,000)
 - Contract Item 6: Service Lateral By Open Cut Up To 10' In Length, Up To 8 Feet Deep
The quantity is to be changed 11 Each (- \$ 2,250.00)
 - Contract Item 10: Asphalt Street Remove And Replace
The quantity is to be changed 13 Square Yards (- \$ 5,600.00)Total of Change in Work Items Quantity = (-\$ 20,850)

- Reason for Change Order:** List a reason for each Line Item listed above. See attached example on how to fill in this information
- Deleted Work Items
 - No significant damage was found in the sewer gravity main, hence point repairs were not needed.
 - This item was incidental to item 8 (above) and was not needed.
 - Add Work Items
 - Added to the project, in lieu of Item 6 in order to reduce excavation in and near the roadway. This minimized road closures and improved safety for workers and the public.
 - Added to the project, in lieu of Item 5 in order to reduce excavation in and near the roadway. This minimized road closures and improved safety for workers and the public.
 - Revise Work Item Quantities
 - Quantity reduced, in lieu of Item X-2 in order to reduce excavation in and near the roadway. This minimized road closures and improved safety for workers and the public.
 - Quantity reduced, in lieu of Item X-1 in order to reduce excavation in and near the roadway. This minimized road closures and improved safety for workers and the public.
 - Bid quantity adjusted to reflect actual quantity used in the project.

Attachments: (List documents supporting change)

Contractor proposal for items X-1 and X-2.

Spread sheet for added calendar days.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 288,254.00	Original Contract Times: Substantial Completion: 7/4/2021 Ready for final payment: (days or dates)
Net Increase (Decrease) from previous Change Orders No. ____ to ____: \$ 0	Net change from previous Change Orders No. ____ to No. ____: Substantial Completion: 0 Ready for final payment: (days)
Contract Price prior to this Change Order: \$ 288,254.00	Contract Times prior to this Change Order: Substantial Completion: 7/4/2021 Ready for final payment: (days or dates)
Net decrease of this Change Order: \$ 34,100.00	Net increase this Change Order: Substantial Completion: 11/3/2021, add 122 calendar days. Ready for final payment: (days)
Contract Price with all approved Change Orders: \$ 254,154.00	Contract Times with all approved Change Orders: Substantial Completion: 11/3/2021. Ready for final payment: (days or dates)

RECOMMENDED: _____ APPROVED: _____ ACCEPTED: _____

By: [Signature] By: Matthew Jewell By: [Signature]

ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)

Date: 2/19/22 Date: 3-23-22 Date: 2/16/22

2022-0061

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

ORDINANCE NO. 22-3-10

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No S170601, Luling Oxidation Pond Rehabilitation and Upgrades, to increase the contract amount by \$489,238.60, and increase the contract time by 199 days.

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

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

WHEREAS, Ordinance No. 21-6-13 adopted June 7, 2021, by the St. Charles Parish Council approved and authorized the execution of Amendment No. 1 to Ordinance No. 17-7-17, Single Project Contract for engineering services with GSA Consulting Engineers, Inc. for Parish Project No. S170601 Luling Oxidation Pond Rehabilitation and Upgrades; and,

WHEREAS, it is necessary to amend the contract by adjusting the contract quantities with requested and necessary work resulting in an increase to the contract amount by \$489,238.60, and increase the number of contract calendar days by 199.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for Parish Project No. S170601, Luling Oxidation Pond Rehabilitation and Upgrades, to increase the contract amount by \$489,238.60 and increase the contract time by 199 days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order No. 1 on behalf of St. Charles Parish.

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

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

NAYS: NONE

ABSENT: BELLOCK

And the ordinance was declared adopted this 21st day of March, 2022, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Bob Fisher

SECRETARY: Michelle Capadato

DLVD/PARISH PRESIDENT: March 23, 2022

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RET/SECRETARY: March 23, 2022

AT: 12:00 PM RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 1

DATE OF ISSUANCE: February 15, 2022 EFFECTIVE DATE: February 15, 2022

OWNER: St. Charles Parish Department of Waterworks

CONTRACTOR: BLD Services, LLC

Contract: Luling Oxidation Pond Rehabilitation and Upgrades

Project: Luling Oxidation Pond Rehabilitation and Upgrades

OWNER's Contract No.: S170601 ENGINEER's Contract No.: 2017-07

ENGINEER: McKim & Creed

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

Description: Change Order No. 1

Reason for Change Order:

The reasons are as follows: (1) Additional Manifold Valves - These valves were an Owner-requested change in order to facilitate piping manifold shut downs, (2) Headworks Mechanical Slide Gates - Turn cranks were added to provide easier operation of slide gates during high flow conditions, (3) Transformer Pad - This was an Emergency-requested change to place the transformer on a pad based on new stipulations post Hurricane Ida to eliminate many overhead transformers, (4) Relocation of Manifold Piping - This location shift to the east side of Cousin's Canal was an Owner-requested change to reduce 5 incoming plant force mains over pile bents within the canal to one 30-inch diameter line to minimize maintenance and blow-outs that have occurred in the past, (5) Headworks Miscellaneous Mfgs. - This was to add additional handrails around the headworks platform to meet new OSHA code requirements, and (6) MCC & Generator Pad Revisions - A spread footing was added to minimize slab erosion and provide greater stability in the vicinity of Cousin's Canal.

Attachments: Attachment No. 1 - Description of Changes
Attachment No. 2 - Additional Days Letter

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$6,646,555.00	Original Contract Time: 548 days Substantial Completion: June 2, 2022 Ready for Final Payment: July 17, 2022
Net increase (decrease) from previous Change Orders No. 0 to No. 0: \$0.00	Net change from previous Change Orders No. 0 to No. 0: Substantial Completion: 0 days Ready for Final Payment: 0 days
Contract Price prior to this Change Order: \$6,646,555.00	Contract Times prior to this Change Order: Substantial Completion: June 2, 2022 Ready for Final Payment: July 17, 2022
Net increase (decrease) of this Change Order: \$489,238.60	Net increase (decrease) this Change Order: Substantial Completion: 199 days Ready for Final Payment: 199 days
Contract Price with all approved Change Orders: \$7,135,793.60	147 days - Contractor's request for ten days 30 days - Delays and inability to work due to Hurricane Ida 22 days - Time to perform requested change order work
	Contract Time with all approved Change Orders: Substantial Completion: December 18, 2022 Ready for Final Payment: February 1, 2023

RECOMMENDED: _____ APPROVED: _____ ACCEPTED: _____

By: [Signature] By: Matthew Jewell By: [Signature]

ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)

Date: 2/18/22 Date: 3-23-22 Date: 2/18/22

2022-0062

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

ORDINANCE NO. 22-3-11

An ordinance approving and authorizing the execution of a Professional Services Agreement with C. H. Fenstermaker & Associates, LLC, to perform engineering services for Primrose Canal Cleaning and Improvements (Project No. P210202), in the amount not to exceed \$637,824.00.

WHEREAS, the existing canal along Primrose Drive has become overgrown with vegetation and has experienced bank failures and erosion at various locations along its length; and,

WHEREAS, the Parish desires to stabilize the bank where necessary and clean the entire length of the canal to ensure proper drainage and manageable maintenance; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and C. H. Fenstermaker & Associates, LLC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and C. H. Fenstermaker & Associates, LLC, for services as required by the Department of Public Works, in the amount not to exceed \$637,824.00, 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, GIBBS, DUFRENE, FISHER, FISHER-CORMIER

NAYS: NONE

ABSENT: BELLOCK

And the ordinance was declared adopted this 21st day of March, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher

SECRETARY: Michelle Capadato

DLVD/PARISH PRESIDENT: March 23, 2022

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RET/SECRETARY: March 23, 2022

AT: 12:00 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 C. H. FENSTERMAKER & 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 PRIMROSE CANAL CLEANING AND IMPROVEMENTS Project No. P210202 as described in Ordinance No. 22-3-11 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:
- PRIMROSE CANAL CLEANING AND IMPROVEMENTS
Projects No. P210202
- 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 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

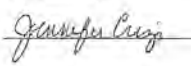
For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's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

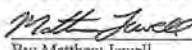
16.0 OTHER

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
3-23-22
Date:

WITNESSES:

C. H. FENSTERMAKER & ASSOCIATES, LLC

By: Angelle Guilbeau
Director – Risk Management and Compliance

Date:

ATTACHMENT "A"
PROJECT SCOPE

PRIMROSE CANAL CLEANING AND IMPROVEMENTS
Project No. (P210202)

The Scope of Work is as follows:

This project is intended to clean, and strengthen where necessary, the existing drainage canal that runs adjacent to Primrose Drive in Luling, LA. The existing canal has become overgrown with vegetation and has experienced bank failures and erosion at various locations along its length. The canal will be strengthened by sheet pile walls and cleaned where applicable. The project will be broken down into the following phases:

- Phase 1a** – Cousins Canal to Lagatutta Avenue, Stabilization/Erosion Control
- Phase 1b** – Lagatutta Avenue to Lagatutta Pump Station, Stabilization/Erosion Control and Cleaning
- Phase 3** – Judge Property Line to River Oaks Drive, Stabilization/Erosion Control and Cleaning
- Phase 4** – River Oaks Drive to Acadian Oaks Drive, Stabilization/Erosion Control and Cleaning
- Phases 2 & 5** – Judge Property/Acadian Oaks Drive to Blouin Canal, Cleaning/Maintenance

Attachment A-1, attached hereto, illustrates the above phases.

The basic services of this contract shall be consistent throughout all phases of the project. The schedule listed in Attachment "B" pertains to how long each phase should take to design. The cost listed in Attachment "C" is broken down by phase, as the construction will be completed according to the phases listed above.

Each phase will be initiated by Task Order upon completion of the previous phase, completed in no particular order.

PART 1 – BASIC SERVICES

A. 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:

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

B. FINAL DESIGN PHASE

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

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

C. 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:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, ENGINEER shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

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

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, ENGINEER, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The 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.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by ENGINEER for final payment to CONTRACTORS.

PART 2 – ADDITIONAL SERVICES

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

B. 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:

- 1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
- 2. U.S. Army Corps of Engineers (Section 404 permit)
- 3. LA Wildlife & Fisheries (Scenic Rivers permit)
- 4. LA Department of Health (LDH)
- 5. LA Department of Environmental Quality (LDEQ)
- 6. 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.

C. 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:

a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.

c. 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.

d. 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"
PROJECT SCHEDULE

PRIMROSE CANAL CLEANING AND IMPROVEMENTS
Project No. (P210202)

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				
Preliminary Design Phase	30				
Final Design Phase	60				
Bid Phase	45				
Construction Phase	Phase 1a	Phase 1b	Phase 3	Phase 4	Phase 2/5
	60	45	60	60	45

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 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"
PROJECT COMPENSATION

PRIMROSE CANAL CLEANING AND IMPROVEMENTS
Project No. (P210202)

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

- a. The total compensation for basic services as described in Attachment A is estimated to be \$406,824.00 based on the following estimated distribution of compensation:

	Phase of Project				
	Phase 1a	Phase 1b	Phase 3	Phase 4	Phase 2/5
	See phase descriptions in Attachment "A"				
Preliminary Design Phase (35%)	\$56,820.00	\$21,013.00	\$14,439.00	\$34,904.00	\$15,212.00
Final Design Phase (35%)	\$56,820.00	\$21,013.00	\$14,439.00	\$34,904.00	\$15,212.00
Bid Phase (5%)	\$8,117.00	\$3,002.00	\$2,063.00	\$4,986.00	\$2,173.00
Construction Phase (25%)	\$40,586.00	\$15,010.00	\$10,313.00	\$24,932.00	\$10,866.00
Total Phase	\$162,343.00	\$60,038.00	\$41,254.00	\$99,726.00	\$43,463.00
Total Project Cost	\$406,824.00				

- b. ENGINEER may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for ENGINEER's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each

class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus ENGINEER's CONSULTANT's charges.

- d. The Standard Hourly Rates charged by ENGINEER constitute full and complete compensation for ENGINEER's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include ENGINEER's CONSULTANT's charges.
- e. ENGINEER's Standard Hourly Rates are attached to this Agreement as Appendix A.

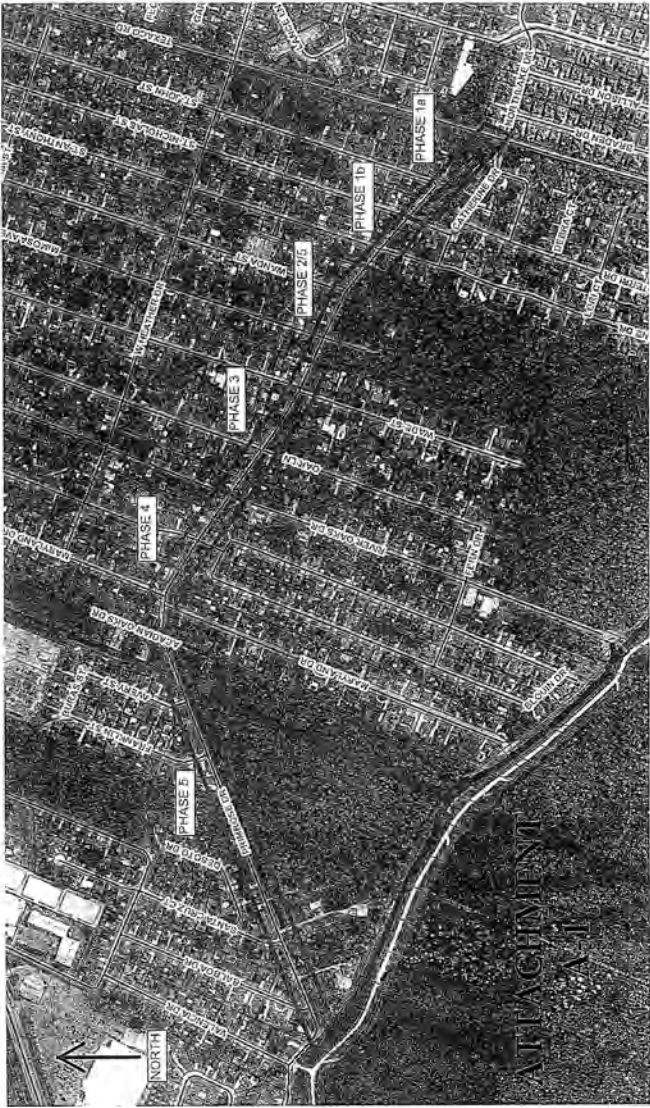
OWNER shall pay ENGINEER on a Not to Exceed basis for Additional Services set forth in Attachment A as follows:

- a. Geotechnical Investigation \$16,000.00 (for entire project)
- b. Permitting \$12,500.00 (\$2,500.00 per phase)

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

1. Resident Project Representative Services: For services of ENGINEER's Resident Project Representative, if requested, as outlined in Part 2.C of Attachment A, a total amount of \$202,500.00, at the hourly rate as listed in Attachment C-1 and broken down by phase as shown below.
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 270-day construction schedule, broken down by phase as shown below.

Phase	Phase 1a	Phase 1b	Phase 3	Phase 4	Phase 2/5
RPR NTE	\$45,000.00	\$33,750.00	\$45,000.00	\$45,000.00	\$33,750.00
Schedule (Days)	60	45	60	60	45



Attachment C-1

135 Regency Square
Lafayette, LA 70508
337.237.2200

Schedule Number: 2021_Municipal1
Effective Date: March 1, 2021
Proprietary and Confidential

INDIVIDUAL PERSONNEL RATES

CLASSIFICATION	HOURLY RATES
Supervising Engineer	\$200.00
Sr. Engineer ¹	\$160.00
Engineer	\$130.00
Construction Administrator	\$135.00
Associate Project Manager	\$115.00
Sr. Land Surveyor ¹	\$155.00
Land Surveyor	\$120.00
Engineer Intern	\$100.00
Engineer Aide	\$85.00
Grants Manager	\$130.00
Planner	\$90.00
Sr. Engineering Technician ²	\$80.00
Engineering Technician	\$70.00
Certified Construction Inspector ²	\$85.00
Construction Inspector	\$75.00
Sr. Environmental Specialist ³	\$120.00
Environmental Specialist	\$75.00
Administrative Assistant	\$50.00
Two (2) Person Survey Crew	\$125.00
Three (3) Person Survey Crew	\$160.00
Additional classifications shall be added as required by Scope of Work.	

Note: On the annual anniversary date of the contract, Fenstermaker shall be entitled to increase the individual personnel rates by 1.5% of the prior 12-month period.

Note 1: Registered Professional with 10 years of experience in relevant technical projects

Note 2: Certified by DOTD in inspection of specific construction materials and/or activities with 10 years of relevant experience, or a 4-year degree in related field

Note 3: A senior non-licensed technician with 10 years of relevant experience

REIMBURSABLE EXPENSES SCHEDULE

Electronic Total Station w/ Data Collector	\$125.00/Day
GPS – RTK (Real Time Kinematic) 2 – GPS Receivers	\$425.00/Day
GPS – Dual Frequency GPS Receiver	\$270.00/Day
Travel Expenses Based on GSA Rates	GSA

2022-0063
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 22-3-12
An ordinance approving and authorizing the execution of a contract with Sealevel Construction, Inc., for Project No. P080905-5F, CPRA Project No. BA-0244, Ellington Structures-Kellogg Pump Station T-Wall, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$4,323,888.00.

WHEREAS, sealed bids were received by St. Charles Parish on February 1, 2022 for Project No. P080905-5F, CPRA Project No. BA-0244, Ellington Structures – Kellogg Pump Station T-Wall, as part of the West Bank Hurricane Protection Levee Project; and,

WHEREAS, Burk-Kleinpeter, Inc., Henry Ploard, P.E., the Consulting Engineer for the Project, has reviewed the bids and recommend that the Contract be awarded to the lowest responsive bidder, Sealevel Construction, Inc. in the amount of \$4,323,888.00; and,

WHEREAS, the Ellington Structures – Kellogg Pump Station T-Wall Project, as part of the West Bank Hurricane Protection Levee Project, will provide flood protection to approximately 1,413 acres, 2,438 structures and 49 miles of public streets located in Boutte and Luling south of U.S. Hwy. 90; and,

WHEREAS, the Ellington Structures – Kellogg Pump Station T-Wall Project includes the construction of ninety (90) linear feet of concrete wall, consisting of batter "H" piles, hundred and fifty (150) feet of sheet pile, extension of three (3) forty-eight (48) inch pump discharge lines, addition of three (3) forty-eight-inch isolation butterfly valves, tie-in to existing levee system, and installation of road mats over existing discharge lines; and,

WHEREAS, Resolution No. 6522, adopted on November 16, 2020, approved an Intergovernmental Agreement with the State of Louisiana through the Coastal Protection and Restoration Authority Board to provide \$2,500,000.00 in funding for construction costs for said project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the bid of Sealevel Construction, Inc., for the construction of Project No. P080905-5F, CPRA Project No. BA-0244, Ellington Structures – Kellogg Pump Station T-Wall Project, as part of the West Bank Hurricane Protection Levee Project, be hereby approved and accepted, in the amount of \$4,323,888.00.
SECTION II. That the Parish President is hereby authorized to execute said contract on behalf of St. Charles Parish.
SECTION III. A final notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: BILLINGS, FONSECA DARENSBOURG GORDON, GULEE, GIBBS, DUFRENE, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: BELLOCK

And the ordinance was declared adopted this 21st day of March, 2022 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Capodato
CLVD/PARISH PRESIDENT: March 23, 2022
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: March 23, 2022
AT: 12:00 pm RECD BY: [Signature]

SECTION 00500
CONTRACT

This agreement entered into this 25th day of March, 20 22, by Sealevel Construction, Inc., hereinafter called the "Contractor", whose business address is P.O. Box 1037, Thibodaux, LA 70302, 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 all of the work required to build, construct and complete in a thorough and workmanlike manner: Ellington Structures – Kellogg Pump Station T-Wall; St. Charles Parish Project No. P080905-5F.
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Burk-Kleinpeter, Inc.
- 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 8, 2021 Addenda number(s) 1 & 2, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: Construct a new T-Wall, and extend pump station discharge pipes through the T-Wall.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within 340 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 Fifteen Hundred dollars \$1,500.00 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) (\$4,323,888.00) Four Million, Three Hundred Twenty-Three Thousand, Eight Hundred Eighty-Eight 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 One to Two inclusive)
- h) Contract documents bearing the general title "Ellington Structures- Kellogg Pump Station T-Wall" dated December 8, 2021.
- i) Drawings, consisting of a cover sheet dated December 8, 2021 and the sheets listed on Drawing G0.0 of 1 each sheet bearing the following general title: Ellington Structures- Kellogg Pump Station T-Wall
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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

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

CONTRACTOR:
Sealevel Construction, Inc.
By: Richard J. Roth
Title: President

ATTEST:
By: Billy Raymond
Title: Deputy CAO

ATTEST:
By: Amanda R. Taylor
Title: Contract Administrator

2022-0064
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 22-3-13
An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 21-11-4, which approved the Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Montz Pump Station No.2 (Parish Project Number P210806).
WHEREAS, Ordinance No. 21-11-4 adopted November 15, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with GIS Engineering, LLC for the design of the Montz Pump Station No.2 (Parish Project No. P210806); and,
WHEREAS, the original Agreement did not include scope or compensation for additional services of Permitting, Topographic Surveying, and Cultural Resource Surveying for the project; and,
WHEREAS, St. Charles Parish and GIS Engineering, LLC have mutually agreed upon a not-to-exceed fee of \$97,200.00 to complete the additional work; and,
WHEREAS, to address the addition of Additional Services (Permitting, Topographic Surveying, and Cultural Resource Surveying), the fees for the Additional Services need to be added to support the Montz Pump Station No.2 work; and,
WHEREAS, Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC, describes the details of the proposed services and compensation.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC, for the Montz Pump Station No.2 (Parish Project Number P210806) for a not-to-exceed fee of \$97,200.00 is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute Amendment No. 1 on behalf of St. Charles Parish.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: BELLOCK
And the ordinance was declared adopted this 21st day of March, 2022, to become effective five (5) days after publication in the Official Journal.
CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: March 23, 2022
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: March 23, 2022
AT: 12:00pm RECD BY: [Signature]

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR MONTZ PUMP STATION NO.2

THIS AMENDMENT NO. 1 is made and entered into on this ____ day of _____, 2022;
BY AND BETWEEN:
ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and
GIS ENGINEERING, LLC, represented herein by Dustin Malbrough, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "ENGINEER"):
WHEREAS, Ordinance No. 21-11-4 adopted November 15, 2021, by St. Charles Parish Council, approved and authorized execution of a Professional Service Agreement with GIS Engineering, LLC for the design of the Montz Pump Station No.2 (Parish Project No. P210806); and,
WHEREAS, The original Agreement did not include scope or compensation for additional services of Permitting, Topographic Surveying, and Cultural Resource Surveying for the project; and,
WHEREAS, To address the addition of Additional Services (Permitting, Topographic Surveying, and Cultural Resource Surveying), the fees for the Additional Services need to be added to support the Montz Pump Station No.2 work; and,
WHEREAS, St. Charles Parish and GIS Engineering, LLC have mutually agreed upon a not-to-exceed fee of \$97,200.00 to complete the work.

ATTACHMENT "A"
Add the following verbiage to Attachment "A".

Project Scope Continued:
Additional Services

- Permitting:** GIS Engineering, LLC will submit and obtain the required permits for the project to the Louisiana Department of Natural Resources (DNR), DOTD, and USACE. The scope includes developing drawings, applications, and supporting information as necessary for the various permits. The ENGINEER shall also attend any meetings and address all questions and comments received from any agency to ensure receipt of all necessary approvals.
- Topographic Surveying:** GIS Engineering, LLC will perform all required topographic surveying required to design the pump station. The purpose of the survey is to locate all existing features both manmade and natural, both above ground and subsurface, within the project limits. Survey shall be submitted to the Parish in both PDF and CAD format. At a minimum, the survey should include the following:
1. Established baselines and temporary benchmarks along the project corridor and specified datums used,
 2. Utilities as shown after contacting Louisiana One Call,
 3. Descriptions, locations, depths, and sizes of all pipes within the project,
 4. Descriptions, locations, diameters of all trees within the project,
 5. Ground elevations within the project limits to properly develop contours,
 6. Locations of all buildings, fences, and other structures,
 7. Cross sections along roadways at 100-foot intervals minimum,
 8. Cross sections along ditches at 50-foot intervals minimum,
 9. Locations of all apparent rights-of-way and servitudes.
- Cultural Resource Surveying:** The tract of land that Montz pump station is to be constructed on is being referred to as an Archaeological Study Area. The purpose of the cultural resource survey is to locate and identify any historic cultural resources within the project area. The scope of this survey includes conducting background research, performing a Terrestrial Phase I Cultural Resource Survey, and producing a Cultural Resource Assessment No Findings Report.

ATTACHMENT "B"
Add the following verbiage to Attachment "B".

Project Schedule Continued:
GIS Engineering, LLC will complete the additional services in conjunction with the Basic Services of the contract. The previously submitted project schedule of six months from receipt of geotechnical engineering report still stands as the intended schedule for completion.

ATTACHMENT "C"
Add the following verbiage to Attachment "C".

Project Cost Continued:

Additional Services

Permitting: \$40,000.00
Topographic Surveying: \$40,000.00
Cultural Resource Surveying: \$17,200.00

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this ____ day of _____, 2022.

Witnesses: ST. CHARLES PARISH
By: [Signature] Matthew Jewell Parish President
Date: 3-23-22
GIS ENGINEERING, LLC
By: Dustin Malbrough
Date:

2022-0068
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 22-3-14
An ordinance approving and authorizing the execution of a Professional Services Agreement with Barowka and Bonura Engineers and Consultants, LLC, to perform engineering services for Hill Heights Drainage Improvements - Destrehan (Project No. P190802), in the amount not to exceed \$373,992.70.
WHEREAS, the existing bulkhead along Hill Heights Eastern Ditch in Destrehan has failed and is no longer functioning as intended; and,
WHEREAS, the Parish believes the installation of a new steel sheet pile bulkhead is needed to replace the existing bulkhead, and support the entire east bank of the ditch for the full length; and,
WHEREAS, the Professional Services Agreement between St. Charles Parish and Barowka and Bonura Engineers and Consultants, LLC, describes the details of the proposed services and compensation.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Professional Services Agreement between St. Charles Parish and Barowka and Bonura Engineers and Consultants, LLC, for services as required by the Department of Public Works, in the amount not to exceed \$373,992.70, 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, GIBBS, DUFRENE, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: BELLOCK
And the ordinance was declared adopted this 21st day of March, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: March 23, 2022
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: March 24, 2022
AT: 12:35pm 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 BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, 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 HILL HEIGHTS DRAINAGE IMPROVEMENTS - DESTREHAN Project No. P190802 as described in Ordinance No. 22-3-14 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:

HILL HEIGHTS DRAINAGE IMPROVEMENTS - DESTREHAN
Project No. P190802

- 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.

- 3.23-22

WITNESSES: BAROWKA AND BONURA ENGINEERS
AND CONSULTANTS, LLC

By: Jeffrey Bonura, P.E.
Managing Member

Date:

ATTACHMENT “A”
PROJECT SCOPE

HILL HEIGHTS DRAINAGE IMPROVEMENTS – DESTREHAN
Project No. (P190802)

The Scope of Work is as follows:

This project is intended to remove and replace the existing steel sheet piles along the east bank of Hill Heights Eastern Ditch that have experienced a structural failure. New sheet piles will be installed the entire length of the ditch, approximately 1,200 linear feet.

Construction would be completed in two phases, the first phase beginning at the north end of the ditch and ending between the baseball fields, approximately 600 linear feet. The second phase would be initiated upon completion of the first phase. See Attachment A-1 for map of phases. Design will be completed in the same phases per Task Order issuance, Survey and Geotechnical services will be completed for the project as a whole.

CONCEPTUAL PHASE

Upon written authorization from OWNER, ENGINEER shall:

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

PART 1 – BASIC SERVICES

A. 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:

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

B. FINAL DESIGN PHASE

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

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

C. 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:

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

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

D. CONSTRUCTION PHASE

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

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, ENGINEER, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The 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.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents.
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by 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:

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

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

Data Collection and Processing:

- 1. Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation located within the vicinity may be used in lieu of setting new monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

Project Control:

- 1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.
- 2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.
- 3. All existing monuments used in the establishment of the project control network must have documentation as described above.
- 4. The Surveyor shall acquire the elevation and datum of all bench marks to be used in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

- 1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
 - a. Designation - the "name" of the mark used.
 - b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
 - c. PID - Permanent Identifier
 - d. GEOID – Geoid model used (ex. 12B)
 - e. Epoch – ex. 2010
 - f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)

- g. Orthometric Height – Z (Feet)

h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)

i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)

j. Horizontal and vertical accuracy

k. Units

l. Scale factor

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. (1) one to (2) two undisturbed soil borings located within proximity to the project location

2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design

3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions

4. Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific

5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

C. 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:

1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands

2. U.S. Army Corps of Engineers (Section 404 permit)

3. LA Wildlife & Fisheries (Scenic Rivers permit)

4. LA Department of Health (LDH)

5. LA Department of Environmental Quality (LDEQ)

6. 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:

a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).

b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.

c. 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.

d. 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”
PROJECT SCHEDULE

HILL HEIGHTS DRAINAGE IMPROVEMENTS – DESTREHAN
Project No. (P190802)

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 Phase	30
Preliminary Design Phase	30

Final Design Phase	60
Bid Phase	45
Construction Phase	60 (30 days each phase)

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 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”
PROJECT COMPENSATION

HILL HEIGHTS DRAINAGE IMPROVEMENTS – DESTREHAN
Project No. (P190802)

OWNER shall pay ENGINEER a Lump Sum amount of \$15,208.70 for the Conceptual Phase portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

- a. 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.

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

- a. The total compensation for basic services as described in Attachment A is estimated to be \$262,414.00 based on the following estimated distribution of compensation:

	Phase of Project	
	Phase 1	Phase 2
Phase Description	North End to Middle of Baseball Fields	Middle of Baseball Fields to South End
Preliminary Design Phase (30%)	\$39,362.00	\$39,362.00
Final Design Phase (40%)	\$52,483.00	\$52,483.00
Bid Phase (5%)	\$6,560.00	\$6,560.00
Construction Phase (25%)	\$32,802.00	\$32,802.00
Total Phase	\$131,207.00	\$131,207.00
Total Project Cost	\$262,414.00	

- b. ENGINEER may, with OWNER’s consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

c. The amounts billed for ENGINEER’s services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class, plus ENGINEER’s CONSULTANT’s charges.

d. The Standard Hourly Rates charged by ENGINEER constitute full and complete compensation for ENGINEER’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include ENGINEER’s CONSULTANT’s charges.

e. ENGINEER’s Standard Hourly Rates are attached to this Agreement as Attachment C-1.

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

a. Surveying	\$12,370.00
a. Geotechnical Investigation	\$24,000.00
b. Permitting	\$10,000.00

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

1. Resident Project Representative Services: For services of ENGINEER’s Resident Project Representative, if requested, as outlined in Part 2.C of Attachment A, a total amount of \$50,000.00, at the hourly rate as listed in Attachment C-1.

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 60-day construction schedule



February 10, 2022

ATTACHMENT C-1

Andre R. Ford, P.E., Parish Engineer II
St. Charles Parish
Department of Public Works
15045 River Road
Hahnville, LA 70057

Subject: Hill Heights Ditch #2 Improvements
Engineering Proposal

Dear Ms. Ford:

The rates below represent our hourly rates schedule for the project, as provided in our response to the subject RFQ.

Title	Hourly Rate	Title	Hourly Rate
Principal in Charge	\$260.00	Resident Inspector	\$75.00
Project Manager	\$160.00	CADD Designer	\$95.00
Engineering Supervisor	\$215.00	CADD Technician	\$85.00
Senior Project Engineer	\$185.00	Clerical/Administrative	\$80.00
Project Engineer	\$145.00	GIS Technician	\$110.00
Pre-Professional Project Engineer	\$100.00		

If you have any questions or need additional information, please feel free to contact me.

Sincerely,
Barowka and Bonura Engineers and Consultants, L.L.C.

Jeffrey Bonura, P.E.

2022-0081
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6620

A resolution in support of the Planning and Zoning Commission's approval of 2022-5-SPU for an accessory dwelling unit in an R-1B zoning district, Lot 733, Square 18, Ormond Country Club Estates Subdivision, 35 W. Woodlawn Drive, Destrehan as requested by Darryl and Kelly Daigrepoint.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981 requires the Parish Council approve a supporting resolution for Accessory Dwelling Units; and,

WHEREAS, Darryl and Kelly Daigrepoint have requested a special permit to build an Accessory Dwelling Unit (ADU) in an R-1B zoning district on Lot 733, Square 18, Ormond Country Club Estates Subdivision, municipal address 35 W. Woodlawn Drive, Destrehan; and,

WHEREAS, the Department of Planning and Zoning recommended approval of the special permit use; and,

WHEREAS, the Planning and Zoning Commission approved the special permit at their March 3, 2022 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this resolution in support of the Planning and Zoning Commission's approval of a Special Permit Use for an accessory dwelling unit in an R-1B zoning district, Lot 733, Square 18, Ormond Country Club Estates Subdivision, 35 W. Woodlawn Drive, Destrehan as requested by Darryl and Kelly Daigrepoint.

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

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

And the resolution was declared adopted this 21st day of March, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Darryl Fisher
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: March 23, 2022
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: March 23, 2022
AT: 12:00 PM RECD BY:

2022-0072
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE)

RESOLUTION NO. 6621

A resolution adopting the St. Charles Parish Language Access Plan for Limited English Proficiency Persons for all federal grant programs.

WHEREAS, Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and Executive Order 13166 requires recipients of federal funds take responsible steps to ensure meaningful access to programs by persons with Limited English Proficiency; and,

WHEREAS, some federal grant programs require that the Parish adopt a Language Access Plan (LAP) that outlines how the Parish will accommodate individuals with Limited English Proficiency; and,

WHEREAS, it is a requirement of the LAP that a Language Access Coordinator is identified to execute the plan; and,

WHEREAS, it is also required that the LAP be reviewed/updated on an annual basis to ensure continued responsiveness to community needs.

NOW, THEREFORE, BE IT RESOLVED, that the St. Charles Parish Language Access Plan, attached hereto and made a part hereof, is hereby officially adopted for use in the implementation of all federal grant programs.

BE IT FURTHER RESOLVED that the Language Access Coordinator is hereby authorized to review and update the LAP as necessary to ensure continued responsiveness to community needs.

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

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

And the resolution was declared adopted this 21st day of March, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Darryl Fisher
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: March 23, 2022
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: March 23, 2022
AT: 12:00 PM RECD BY:

St. Charles Parish Language Access Plan

Improving Access to Information and Services for Persons with Limited English Proficiency

I. Introduction

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and Executive Order 13166 require that recipients of federal funds take responsible steps to ensure meaningful access by persons with Limited English Proficiency (LEP). St. Charles Parish (PARISH) is a recipient of federal funds for a portion of its projects and programs and, thus obligated to reduce language barriers that can preclude meaningful access by LEP persons to PARISH Programs. The PARISH has prepared this Language Access Plan (LAP), which defines the actions to be taken to ensure meaningful access to agency services, programs, and activities on the part of persons who have limited English proficiency.

II. Definition

LIMITED ENGLISH PROFICIENCY (LEP) - LEP individuals do not speak English as their primary language and have a limited ability to read, write, speak, or understand English. An individual may have adequate English language skills to communicate basic information (name, address etc.) but may not have sufficient skills to communicate detailed information (program requirements, policies, procedures, etc.) in English.

III. Four-factor Analysis

In preparing this LAP, the PARISH conducted a four-factor analysis, considering (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by St. Charles Parish or its federally funded programs, (2) frequency with which LEP persons come into contact with the Parish's programs, (3) nature and importance of the program, activity, or service to people's lives, and (4) resources available and costs. St. Charles Parish will review and update, on an annual basis, this LAP in order to ensure continued responsiveness to community needs.

The following four-factor analysis will serve as the guide for determining which, if any, language assistance measures St. Charles Parish will undertake to provide access to the covered programs for LEP persons.

A. Number or proportion of LEP persons eligible to be served or likely to be encountered by St. Charles Parish or its federally funded programs:

Per the 2019 American Community Survey 5-Year estimates: St. Charles Parish Parish's population is 52,773. Approximately 93% of St. Charles Parish Parish's population speaks English, and 7.1% speak a language other than English. 4.9% of St. Charles Parish's population speaks Spanish, and 3.0% speak other Indo-European languages and 0.8% speak Asian and Pacific Island Languages. No other ethnicity has a sizeable limited English proficiency. The table below shows the LEP percentages for each of the above-mentioned languages.

There are approximately 19,212 households in St. Charles Parish with approximately 108 (0.56%) identified as Limited English-speaking households. There are 3,496 persons that speak a language other than English. The table below shows the LEP household percentages for each of the above-mentioned languages.

Language	Population that speaks a Language Other Than English	% Of Population that speaks a Language Other Than English	Limited English-Speaking Households	% Of Limited English-Speaking Households
Spanish	2108	4.3%	78	.40%
Other Indo-European Languages	848	1.7%	30	.16%
Asian and Pacific Island Languages	394	0.8%	0	0%
Other Languages	146	0.3%	0	0%

B. Frequency with which LEP persons come into contact with the programs:

There have been no reports of contact with limited English proficiency persons throughout St. Charles Parish's history of administration of federal programs.

C. Nature and importance of the program, activity, or service provided by the programs:

The PARISH receives federal funding for a wide variety of projects and programs. This LAP serves to provide meaningful access to information regarding these projects and programs. In some instances, federally funded programs require communication with LEP person(s) in order to determine eligibility for the program(s). Additionally, some programs have Citizen Participation requirements which allow for the public to attend hearings where effective communication is necessary.

D. Available Resources and costs:

Translation of vital documents will be utilized as needed and will be provided at no cost to the LEP persons.

IV. Actions to be taken

After careful consideration of the four-factors identified above, St. Charles Parish will take the following actions:

A. St. Charles Parish has appointed the following Language Access Coordinator to serve for all programs:

Name: Carla A. Chiasson
Title/Position: Grants Officer
Physical Address: 15045 River Road, Hahnville, LA 70057
Mailing Address: P.O. Box 302, Hahnville, LA 70057
Email Address: cchiasson@stcharlesgov.net

B. The St. Charles Parish LAP will be distributed to all St. Charles Parish receptionists/clerks and will be posted on the St. Charles Parish website.

C. St. Charles Parish receptionists/clerks and the Language Access Coordinator will maintain and be trained to utilize a "I Speak" Language Identification cards for use during encounters with LEP persons. After the appropriate language has been identified, the Language Access Coordinator for further instructions. If the need to access services is identified either by phone or email, St. Charles Parish staff shall immediately contact their Language Access Coordinator who will take appropriate action to ensure meaningful communication.

V. Language Access Complaint Procedure

You may file a complaint with the Language Access Coordinator if you believe you have been denied the benefits of this Plan. You must file your complaint within six months of the alleged denial. You must file a written complaint. To file a complaint with the Language Access Coordinator, submit the written complaint to:

Name: Carla A. Chiasson
Title/Position: Grants Officer
Mailing Address: P.O. Box 302, Hahnville, LA 70057
Email Address: cchiasson@stcharlesgov.net

Effective: December 7, 2020
Reviewed/no revision: November 2021
Revised: March 2, 2022

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish on: March 31, 2022

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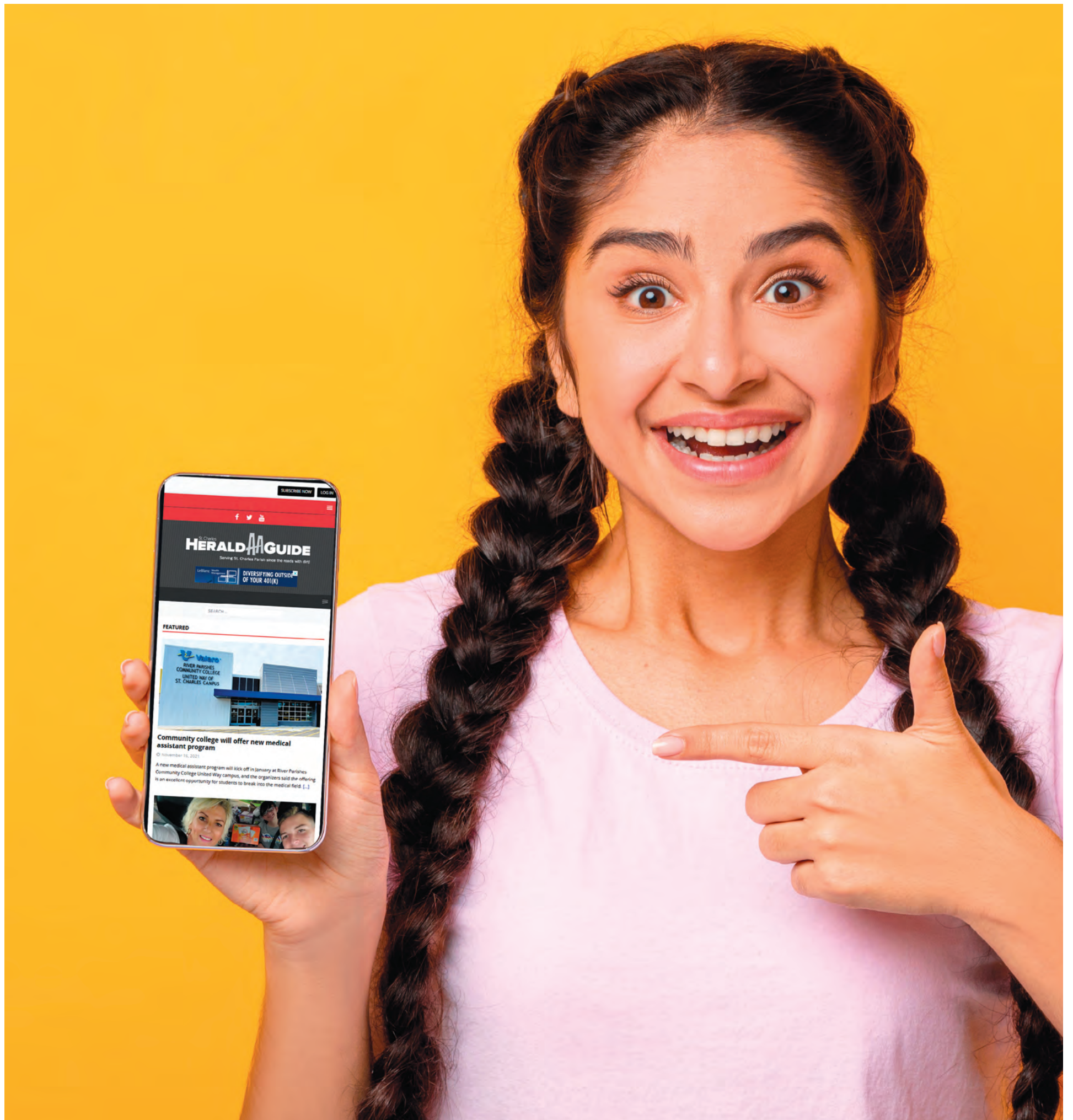


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