

DECEMBER 15 - 21, 2022

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Photo credit for Ellis Alexander

Destrehan players said all season they were dedicated and driven to return to the Superdome and bring home a state championship victory. They kept their word. A dominating season concluded with a dramatic 17-10

victory over Ruston on Friday night. The Wildcats finish the season 14-0, toppling the Division I non-select No. 1 seed to seal an unbeaten campaign. Destrehan was never in a close game during the regular season,

but proved in the playoffs that this team is truly clutch. Turn to Sports on 1B to read all about it.

Nearly 1,500 receive free gifts for Christmas

TURN to 4A



Leadership program maps road to success

TURN to 5A



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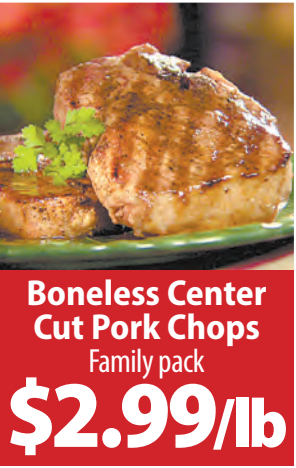
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Nearly 1,500 receive free gifts at annual event

Monique Roth Editor
moniquer@heraldguide.com



Nearly 1,500 St. Charles Parish children ages infant to 16 years received gifts, mailed letters to Santa and experienced the magic of Christmas and the holiday season at the annual Toy and Gift Event held Saturday at the at the Edward A. Dufresne Community Center.

For the second consecutive year the event was open to all residents thanks to significant contributions by Toys for Tots, Valero, The Times-Picayune Doll & Toy Fund, United Way of St. Charles and the Rotary Club of St. Charles Parish. The parish’s Retired and Senior Volunteer Program worked diligently on the give-away, and volunteers from Public Works, the St Charles Parish Council, the St. Charles Parish Sheriff’s Office, Hahnville High School, and Destrehan High School were also present.

“With the numbers of children that attended the event this year, it shows we are moving in the right direction opening it up to all children of St. Charles Parish,” RSVP Director Jeanne Arabie said. “Seeing all the smiles and the faces of the little ones made our hard work worth it. It takes an army to pull this off, and I am so glad that RSVP has one.”



HMS students design ornaments that now adorn White House Christmas trees

Monique Roth Editor
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Harry Hurst Middle School was chosen to represent Louisiana in Washington, D.C. at the National Christmas Tree Lighting this year. Talented Arts students from Hurst created ornaments that now hang on the state tree in President’s Park and on the National Tree in the White House.

HMS Principal Dr. David Schexnaydre and Talented Art teacher Monika Rogan represented Hurst and the state of Louisiana at the event, which was televised on CBS on Dec. 11. The lighting is now available for the public to view at CBS.com.

The opportunity for HMS students was offered to Schexnaydre as Louisiana State Principal of the Year.

“I knew it was an incredible opportunity for our students and wanted to make sure we took advantage of it,” he said. “I’m incredibly proud of them and our school. To be able to represent the entire state at the White House is a once-in-a-lifetime opportunity. Our kids will always be able to list that as an accomplishment and know that their work received that level of recognition. It’s something that our entire school and



Hayden McNeese



HMS Principal Dr. David Schexnaydre and Talented Art teacher Monika Rogan represented HMS at the event.



community can be proud of.”

Rogan said that 55 of her students submitted ornaments for consideration, and in the end 24 were selected for the Louisiana State Tree that is in President’s Park. Of those 24, it was seventh-grader Hayden McNeese’s ornament that was selected to be on the National Tree in the White House.

McNeese said she wanted her ornament to include all things about Louisiana - from the bayou, New Orleans, music, food, sports, Mardi Gras, and family traditions.

“This is a great opportunity for me and I am very excited,” McNeese said. “I did not expect to win, but it is something I will be proud of for the rest of my life. I am very passionate about theatre and visual art.”

Rogan said she is extremely proud of all her students who participated and created such unique pieces.

“We took a little piece of every part of our area and we represented it well,” she said.

To view pictures of the HMS tree and others, visit the President’s Park Facebook page.

Allemands Elementary hosts first big event since COVID with successful fall fest

Monique Roth Editor
moniquer@heraldguide.com

Allemands Elementary School recently held their first big event since COVID and Hurricane Ida sidelined school social gatherings, and AES Principal Lisa Perrin said it was a huge success.

“It feels amazing to open our doors to the community for a large-scale event like Fall Fest,” she said. “The PTA worked very hard to prepare for the event and everyone adhered to the safety protocol.”

Organizers said the Allemands Elementary Fall Fest brings fun games and activities onto the campus in an effort to raise money for the school. In the past, the PTA has funded Promethean boards, chair back covers to hold student supplies, playground equipment, digital classroom subscriptions, magazines for the classrooms, and morale boosters for students and faculty from the event.

“This year we were specifically hoping to raise funds for fans underneath our outdoor covered area to keep it cooler during our warmer months, which is



Volunteers from the J.B. Martin Beta Club and Talented Art Program worked the game and activity stations at the fall fest.

most of the year,” Kelly Madere, an AES PTA member, said.

Allemands Elementary’s Partner in Education, Otto Candies, Inc., donated two bikes and helmets in a raffle for the event in which students were entered into at no cost.

“The funds raised from fall fest go

ALLEMANDS FEST on 7A

Leadership program mapping road to success for parish students

Ryan Arena Editor
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For some time, Alisha Nash has spent many of her week-ends mentoring local students, sharing stories and experiences in hopes of helping set them on the course to success.

“It’s a major time commitment, of course – but the rewards are so much greater,” Nash said.

And Nash was proud on Saturday as she and her fellow mentors with the Dow Leadership Academy program were able to watch 18 St. Charles Parish high school students they’ve worked with put on red “trailblazer” jackets presented to them Saturday at a ceremony held at the Professional Learning Center in Luling.

The jackets signify the students growth and progress through the leadership academy program, in which Dow company mentors are paired with underrepresented high school students to augment training in communication, social skills, leadership, and financial literacy, as well as facilitate STEM career exploration and experiences.

Dow and the St. Charles Parish public school district partner for the program, which is managed by T. Simmons and Co., an organization specializing in coaching and development.



A student receives her jacket during Saturday’s leadership academy event.

“(The program encompasses) almost two years worth of activities focused on leadership, social skills, financial literacy ... just a whole plethora of skills these kids learn,” said St. Charles Parish Public Schools Superintendent Dr. Ken Oertling. “It really provides an opportunity for kids to grow in their own leadership, to become a better person and hopefully influence the community as well.”

A room full of proud parents and other family members took pictures and celebrated the milestone with those honored on the afternoon – and many of the students themselves

DOW on 7A

DHS alum set to become drill sergeant, is bodybuilding standout

Ryan Arena Editor
ryana@heraldguide.com

Standing at just 4’11 and working in a historically male-dominated environment, Nicole Robichaux says she knows she’s been underestimated at times during her tenure with the U.S. Army.

“Being in the Army as a female can be very hard – you have to try to outshine the people next to you, because they might be thinking, ‘Oh, she’s just a female.’ And I am very small so ... you have to have that backbone and that attitude where ‘no one’s going to step on me,’” she said.

For sure, Robichaux has the necessary spirit, and given her competitiveness and a growing list of accomplishments, it’s going to be that much more difficult to overlook her.

The Destrehan High alum, who enlisted with the Army in May of 2017, is just a few weeks away from heading to Oklahoma where she’ll be starting her new role as drill sergeant. She’ll be teaching new soldiers all that she’s learned over the past five years and helping them grow.

Robichaux volunteered for the role and went to class to learn all the ins and outs of the job. She felt accomplished after finishing the 9-week course, not just for the work she had completed but also in no small part



Nicole Robichaux

because this is something she’d had her eye on since her arrival with the Army.

“When I went to basic training, I saw my own drill sergeant and said, ‘Man, I want to do that,’” Robichaux said. “Anyone who’s ever been in service remembers their drill sergeant, and I want to be that person who’s remembered.”

At its core, becoming a drill sergeant is learning how to teach effectively. The real challenge, Robichaux says, is learning how to impart the same knowledge and skills upon a group of newcomers all hailing from different homes, cultures

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Sheriff’s Reports

Suspects are innocent until proved guilty in a court of law

Arrests

- **Donald Zanutelli, 56**, of 414 Lac Calcasieu Drive in Luling, was arrested Dec. 12 and charged with resisting an officer with force or violence and domestic abuse battery with minor injury.
- **Shondice Flemings, 33**, of 7410 East 21st Street in Indianapolis, was arrested Dec. 12 and charged with illegal possession of stolen firearm.
- **LJ McCoy Jr., 49**, of 111 Fir Street in Boutte, was arrested Dec. 13 and charged with residential contractor fraud.
- **Ashley Thomas, 36**, of 111 Fir Street in Boutte, was arrested Dec. 13 and charged with residential contractor fraud.
- **Ravan Singleton, 36**, of 239 Allen Drive in Ama, was arrested Dec.8 and charged with unauthorized entry of an inhabited dwelling.
- **Jalen Jupiter, 20**, of 121 Lakewood Drive in Luling, was arrested Dec. 8 and charged with obstruction of justice – evidence tampering and possession of firearm/carry concealed weapon by convicted felon.
- **Samuel Vinnett, 58**, of 524 Mockingbird Lane in St. Rose, was arrested Dec. 8 and charged with simple burglary – immovable structure and theft.
- **Heather Wilkinson, 42**, of 274 Mimosa Drive in Ferriday, was arrested Dec. 10 and charged with illegal possession of stolen things. She had an attachment (three counts).
- **James Buford, 47**, of 393 John Adams Drive in Biloxi, Mississippi, was arrested Dec. 12 and charged with DWI – child endangerment, possession of hydrocodone and traffic violation.



Real Estate Transactions

- **214 West Pin Oak Drive in. St. Rose** sold for \$310,000 by Michael and Meghan Corso to Susan Becker.
- **222 Laurel Court in Luling** sold for \$350,000 by Drew Samaha to Ryan and Erin Marciante.
- **172 Carolyn Drive in New Sarpy** sold for \$17,000 by Dorothy Arrington to 578 Pine St. LLC.
- **329 Ashton Oaks Lane in Luling** sold for \$300,000 by Alan and Taylor Fos to Tyler Fontenot and Caitlin Grob.
- **154 Dianne Drive in St. Rose** sold for \$170,000 by Jeffrey and Laurie Dupre to Omar Peraza.
- **13541 River Road in Luling** sold for \$123,000 by Jasper Fahrig to Lussan LLC.

St. Charles

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Saturday, December 17th

Kevin Gullage

Saturday, December 31st

Kyle Labat

ALLEMANDS FEST from 5A

directly back into our school and provide educational supplies and support for our students, faculty and staff throughout the year,” Madere said.

Madere said the AES school community received overwhelming support from local businesses and donors for fall fest, as well as continued support from Frank’s and Majoria’s.

“So many people and businesses were willing to come together to give back to our students, faculty and staff,” she said. “This support is essential for continued projects that benefit every single student at AES.”

Volunteers from the J.B. Martin Beta Club and Talented Art Program worked the game and activity stations at the fest and provided face painting and hair coloring for the students.

“We raised money by selling food and game tickets and hosting a raffle full of items donated by local businesses, as well as donations by Friends of Allemands Elementary PTA,” Madere said.

Donations for the raffle were provided by After Lotus LLC, Allen’s Hardware, Angellie a Salon, Audubon Nature Institute, Best Life Nutrition, Bonomo Art, Breaux’s Inflatables, Cajun Lady’s Lagniappe, Cajun Ninja, Cherry Lane Boutique, Eaux Soo Nola, Glaser Family Practice, Hollywood Team Nail Spa,



The AES school community said they received overwhelming support from local businesses and donors for fall fest.



Jaime Le Café in Luling, Little Tokyo in Boutte, Luling Boutte Lions Club, Luv 2 Play, Mariano’s Italian Eatery, Roussel’s, Santos Restaurant, Say Red Candle Co., Shear Perfxtion, Sidelines Barbershop Snap Fitness in Luling, Studio KB by Kelly Bourgeois, Studio Lay, Sudz Sation Auto Wash, The Basketry, The Potting Shed, Thompson’s Seafood and Thorson

Dentistry for Kids.

Other monetary and in-kind donations for food were provided by Alpha Testing & Inspection, Inc., Domino’s, Mariano’s Italian Eatery, Papa John’s, Pizza Hut, Robyn Suarez, Sam’s Club in Kenner, Walmart in Boutte, and Winn Dixie in Luling. The Bayou Gauche, Des Allemands, and Paradis Volunteer Fire

Departments provided ice for the event.

“My message to the volunteers and parents who put on this event is a huge thanks,” Perrin said. “The smiles on the children’s faces and families were worth every moment. They make a difference every day, but especially when we hold a large-scale event like Fall Fest.”

DOW from 5A



beamed with pride as well.

HHS student Shealyn Ford is among those participating in the program, and she says she’s learned plenty so far.

“It’s been a really great, fun experience ... we’re learning about teamwork, learning a little bit about finances and right now we’ve been diving more deeply into career paths,” Ford said. “Basically, what we want to do, what it’s going to take to maintain that path. I’ve really enjoyed it so far ... you’re getting to hang out with friends and go places, seeing new things and trying new stuff.”

As someone on the fence deciding between two career paths – Ford aspires to be either a labor and delivery nurse or a veterinarian – Ford said the guidance from the program mentors is welcome.

“Hopefully they can help me figure that out,” Ford said.

Among the key skills the students are learning about is the importance of being able to present oneself in a professional manner.

“I’d say anywhere you go, you need to be able to speak ... to learn how to be social, respectful and professional at the same time,” Nash said. “If you can’t do that, you won’t get anywhere.”

The program expanded to Hahnville after successful launches elsewhere, including at White Castle High School. The mentors include Dow employees from varied backgrounds and who have diverse jobs that include chemical engineers, research and development, finance, production and maintenance.

Nash participated in the program at White Castle and really enjoyed it, and when the opportunity to work with the students at Hahnville arose, she was all for it.

“I saw the progress the students at White Castle made, and I wanted to be part of that for our local kids here,” said Nash. “You’re able to help them navigate



Stacey Gautreaux of Dow addresses those assembled at Saturday’s event.

life. We’ve had life experiences and we’re able to help them approach some things that maybe challenged us. It can only help them transition to adulthood.”

Lionel Gauff, likewise a mentor, said working with the younger generation is a passion of his.

“I’m always trying to do that if I can,” Gauff said. “My child recently graduated high school, and I wanted to try and make a difference in someone else’s life (at that stage) if I could. So, this was a natural choice.”



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Photo courtesy of Ellis Alexander

Jai Eugene lets out a roar after scoring what would be the eventual game-winning touchdown of Friday's Division I non-select state championship game.

State champions!

Destrehan roars to 17-10 victory, caps off undefeated season with big plays in clutch, state crown

Ryan Arena Editor
ryana@heraldguide.com

Just days after saying he was going to the Superdome to live out his dream of winning a state championship, Destrehan running back Shane Lee crouched on the Dome turf, processing what he and his teammates had just accomplished.

The dream came true - for Lee, for the Destrehan Wildcats and for their roaring supporters in the stands.

Destrehan sealed the deal Friday night. The Wildcats are state champions - and undefeated state champions at that.

"It feels unreal. It just feels like I'm in a dream right now."

— Shane Lee

The third-seeded 'Cats defeated top-seeded Ruston 17-10 in a Division I non-select championship game that came down to the final minute. Jai Eugene's 29-yard touchdown run with 3:22 left in the fourth quarter put Destrehan up by a touchdown, and interceptions by Andrew Schaefer and Travon Thomas turned back Ruston on its final two drives to drive home the win.

Destrehan had reached at least the

state semifinals in each of its previous four seasons, including one finish as state runner-up. A team that has consistently finished as one of the best can finally lay claim to being the very best.

"It feels unreal," said Lee, who scored the game's first touchdown. "After the last few years, falling short in the semis ... it just feels like I'm in a dream right now. It's unreal."

Said Eugene, "Coming from Destrehan

is something I take pride in. I'm so thankful for the guys around me, man, for our coaches, for my teammates and everyone else who's been part of what we're doing."

For weeks, Destrehan piled up lopsided win after lopsided win, but the question yet to be answered was how the team would respond when challenged for a full 48-minute game. They answered that resoundingly throughout their play-off run - this was not a group unfamiliar with pressure, as Friday's win represents the 14th postseason win since this group

DHS to 7B

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Jai Eugene
Quarterback

OFFENSE

The defining drive of Eugene’s prep career came late in the fourth quarter against Ruston, as he made plays to convert three long yard-age situations - the last of which on a 29-yard touchdown run that provided the winning points in the championship game. Eugene rushed for 69 yards and two touchdowns on 12 carries and passed for 158 yards in the victory.



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DESTREHAN

PLAYERS

OF THE WEEK



Kevin Adams
Defensive back

DEFENSE

Named the Outstanding Player of Friday’s state championship victory, Adams wrapped up his outstanding Destrehan career with a fantastic all-around performance. He forced a fumble, made eight tackles including one for loss, and helped lead a defensive unit that held a powerful Ruston offense to 189 yards of total offense.



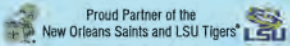
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2022 Wildcats were a unique, complete powerhouse

Ryan Arena Editor
ryana@heraldguide.com

What a season. Destrehan’s 17-10 victory over Ruston Friday at the Superdome cemented a state championship and undefeated season, and it will forever stamp the 2022 season into the forefront of Destrehan history as one of the program’s greatest ever, and I couldn’t be happier for the Wildcats.

What I saw on Friday was a team passing its final test, showing its growth and proving how truly complete it really is. Tied at 10-10 in the fourth quarter, Destrehan turned to its leader. Jai Eugene answered the call. Three times on a fateful drive, Destrehan faced long yardage situations on second or third down. A 3rd and 9, a 2nd and 17 and a 3rd and 8. Eugene, Daniel Blood and the strong connection they’ve forged since they were freshmen took care of the first two conversions. And with Blood finding openings downfield, Ruston’s defense was



Jai Eugene scoring the go-ahead touchdown in the fourth quarter of Friday’s win.

stretched too thin to stop Eugene when he pulled down the ball and raced for a 29-yard touchdown for the final conversion on the drive – and the final go-ahead score of the game. In years past, getting a run-heavy Destrehan team behind the sticks and into long yardage situations was perhaps the one way to best the Wildcats and their dominating defense and powerful rushing attack. But the growth of Eugene and the Destrehan passing game this season moved this team up a level. It could call upon the run, as it did via Shane Lee and

Anthony Robinson in the fourth quarter of a quarterfinal nailbiter at East St. John. It could rely on its defense to come through with a momentum swinging play, as supplied by Kevin Adams and his pick six against Westgate. And it could call upon the pass and attack downfield, as it did on the eventual game-winning drive Friday. To me, this win was more than just about 2022. The Wildcats have been to at least the state semifinals for 8 of the past 10 years. That, by itself, is a crazy statistic. This is Class 5A football, Division

I football, whatever we’re calling it this particular season – it’s big boy football, and it’s hard to win. Destrehan’s level of consistency in general has been a marvel, but the past decade especially so. The championship is the ultimate goal, of course, but sometimes we tend to let that define things a bit too much. “Can you win the big one?” can almost create a situation where you’re a victim of your own success. I don’t think the Wildcats’ teams of past years need validation for what they’ve accomplished; but everything they’ve done led this team

to this moment, a special, special moment for a community that’s been through a bit too much grief for the past two or three years. The championship was not needed to validate the great teams and runs of the past 10 years. But it’s a fantastic way to commemorate. You often hear coaches talk about taking care of the football and taking it away as the most critical elements of a game, and though it may sound cliché to this point - they say it because it’s true. At the NFL level, for example, the team with a positive turnover differential wins approximately 70 percent of the time historically. Taking care of the football like the Wildcats did while still being as explosive as Destrehan was this season is very, very difficult. This is a team that averaged 40 points per game while turning the ball over just six times all season - three interceptions, three fumbles. Teams rarely achieve such a low total and when they

do so it typically comes at the expense of explosive plays. Not the Wildcats, who scored 54 offensive touchdowns, 26 through the air, 28 on the ground. Defensively, the Wildcats mirrored their offense - this team routinely forced turnovers but did not take wild chances, both keeping teams down in terms of yardage and points while ballhawks made game-changing plays all season long. The turnover tally on Friday? Ruston 3, Destrehan 0. This is how a strong program lands knockout blow after knockout blow. When you look at prep scores on Friday nights, all blowouts are not created equal. A 45-0 Destrehan score typically saw the Wildcats up by four touchdowns or more by the end of the first quarter. This team did not play around. It meant business from the jump. We should all appreciate what was a truly unique, special ride with our 2022 state champions.



DHS from 1B

of seniors joined the program as freshmen. They relied on every bit of that guile and experience against a Ruston team that fought the Wildcats to the bitter end.

“You have to stay together,” said Destrehan head coach Marcus Scott, who earned his first state championship victory as a head coach on Friday night.

“We had a vertical play called and they had it pretty well covered ... the first thing going through my head was to do what I do best and score.

— Jai Eugene on his game-winning TD run in Friday’s championship

“We knew it would be tough. Ruston does things right. They work hard ... and we knew this would be a really tight game. We had some early jitters ... both teams did, and once both settled in, this was a pretty good football game.”

Destrehan, as it turned out, was ready to answer the bell one more time, coming up large in the game’s most critical moments.

“There’s a sign on our equipment room door that says, ‘We issue everything but guts.’ And these kids, these kids, they find a way,” Scott said. “They find a way to win. And the harder you work, the harder it is for you to surrender. That’s something the kids take pride in. No matter where they get the ball to start, our defense thinks it’s gonna get a stop. Wherever we get the ball on offense, we think we can put a drive together. Ball’s backed up and we have to punt out the endzone, we can protect and get it out.

“We have that confidence, but it all comes down to the harder you work, the more confident you can become.”

Wildcat Nation was in the stands and ready to celebrate after Eugene’s touchdown run and Schaefer’s interception of Ruston quarterback Jaden Osborne two plays later, with 2:48 left to play and Destrehan taking over near midfield. But the Bearcats forced a three-and-out, and the wait for Destrehan’s first championship since its back-to-back wins in 2007 and 2008 would have to be a bit longer - and perhaps an excruciating and tense wait for many, as two replay reviews prolonged the game’s final minutes.

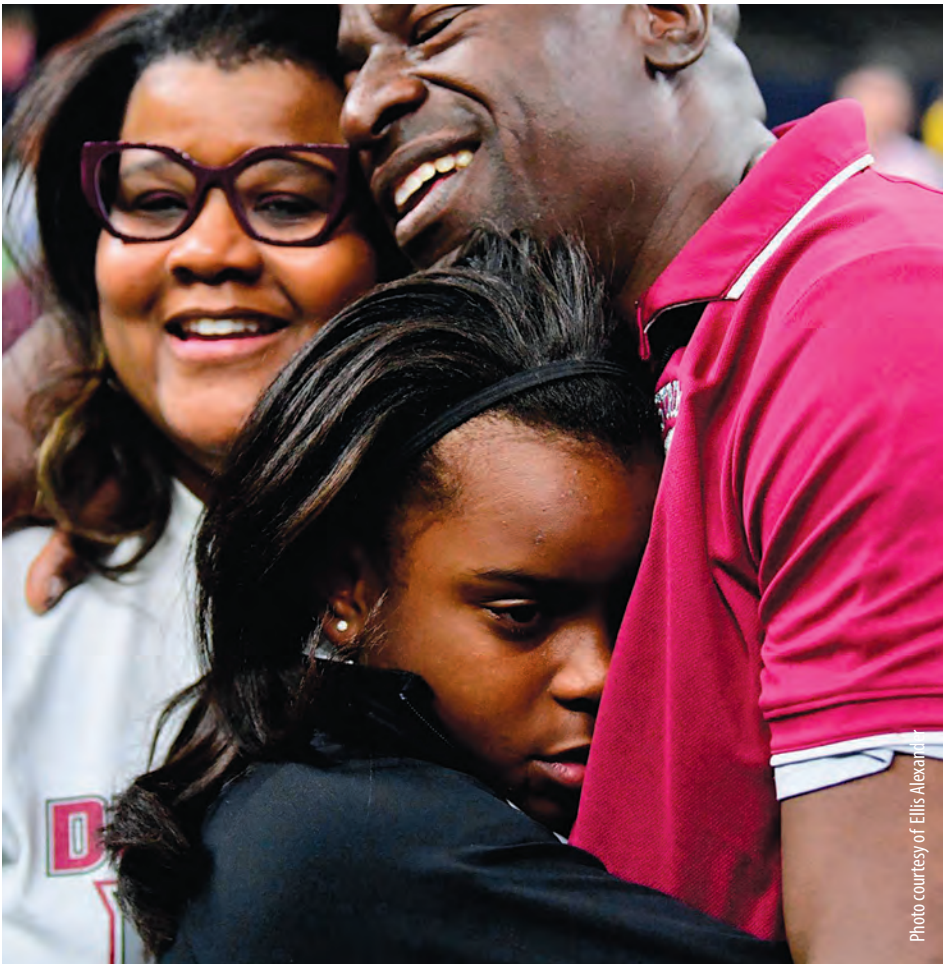
Destrehan forced three incompletions

to begin Ruston’s final drive, putting the Bearcats in a fourth-and-10. Reminiscent of the late stages of the East St. John game in the quarterfinals, Osborne found his man on fourth and long, firing over the middle to Aaron Jackson for 16 yards. After a 6-yard Osborne run, he found Jackson again for 13 yards at the Destrehan 32-yard line, and Ruston was live to force overtime - or to attempt to win the game right there with a score and two-pointer.

The Wildcats’ defense stood tall and refused to allow things to get that far. Thomas - whose deflection on East St. John’s potential game-winning two-point pass proved the clinching play that week - intercepted Osborne at the 13-yard line with 47 seconds left.

And now, Wildcat Nation - on the field and in the stands alike - could celebrate.

“Coach has been telling us that we deserve this, that all the hard work we put in would eventually pay off,” said Anthony Robinson, who played both sides of the ball, at running back and safety for the Wildcats on Friday and



Marcus Scott enjoys the moment following his team’s victory.

throughout the playoffs. “And now we’re living it.”

For Destrehan, Eugene finished with 12 carries for 69 yards and two touchdowns and passed for 158 yards through the air. Daniel Blood caught six passes



Daniel Blood beats the defense and hauls in a catch during Friday’s championship.

for 118 yards. The Wildcats’ defense held Ruston to under 100 yards rushing. Arrington Adams was a big part of that - the linebacker tallied a game-high 13 tackles.

Mayfield forced Destrehan to try a field goal. Ryan Lacy drilled the kick and put his team ahead 10-0.

Ruston badly needed a spark, and Jordan Hayes supplied it on special teams. His kickoff return of 52 yards set Ruston up in DHS territory, then a face-mask to top off the play set the Bearcats up in very strong position at Destrehan’s 16. Osborne attempted two passes to the endzone, and the second connected as he and Jackson combined for a 16-yard touchdown to pull Ruston within three points and the eventual 10-7 halftime score.

The Bearcats found a bit of a groove offensively late in the first half and early in the second half, but two drives came up empty after missed field goal attempts. But Ruston kicker R.J. Brown got back on track by capping Ruston’s first drive of the fourth quarter with a 24-yard game-tying field goal, as Ruston began to churn first downs via the run.

With 5:21 left, Destrehan needed a response and put together a drive that will be remembered for years to come - and one perhaps only made possible via the chemistry built between a passer and a receiver who have played together for four years.

Needing to convert a third-and-9, Eugene fired a ball to Blood for a 15-yard catch. On the very next play, Eugene dialed up Blood again for 12-yards. Two plays later, after a penalty set Destrehan back to a second-and-17, Eugene found Blood one more time, this time for a 28-yard gain to the Ruston 31.

The Bearcats forced Destrehan into one final long yardage situation - a third and 8 at the 29-yard line. Eugene dropped back, then pulled the ball down

“These kids, they find a way to win. The harder you work, the harder it is for you to surrender. That’s something the kids take pride in.”

—Marcus Scott

and took off through the middle of the line, then cut toward the sideline - and he was off to the races, evading a final few tackle attempts while staying in-bounds for a 29-yard touchdown.

“We had a vertical play called, and they had it pretty much covered for the most part,” said Eugene. “The first thing going through my head was to do what I do best and score.”

The win represents the fifth state championship in Destrehan’s history.



Kevin Adams makes a stop on Ruston’s Jadon Mayfield.



The Nutcracker graces the Lafon Center stage this weekend

The Lafon Center is located at 275 Judge E. Dufresne Pkwy in Luling. For more information and tickets visit lafonartscenter.org.

Monique Roth Lifestyles Editor moniquer@heraldguide.com

Giant mice, dancing snowflakes, a growing Christmas tree, and an enchanted nutcracker are sure to delight the inner child in everyone when River Region Ballet presents The Nutcracker at the Lafon Performing Arts Center this weekend.

Heidi Adams, creative director of the Nutcracker since 2015, said this year's production will feature new characters and surprises.

"This show holds such a special place in my heart," she said. "It's not Christmas for me without The Nutcracker."

The show - which features Tchaikovsky's timeless music and the River Region Ballet's combination of amazing dancers, gorgeous sets and costumes - will take the stage three times this weekend. On Saturday, Dec 17, there will be a 11 a.m. Sugar Plum Party showing and a 7:30 p.m. show. On Sunday, Dec. 18, there will be a 2 p.m. matinee.

"The Sugar Plum Party is a family-oriented show," Adams said. "We shorten it and try to keep it fast-paced for the kids. For a lot of families this becomes their tradition, and everyone gets to go on stage after to meet the characters."

Corinne Renee' Mitchell, daughter of

David and Nicole Mitchell of Destrehan, will be performing the role of Clara in this year's Nutcracker production.

Mitchell, a 15 year-old honors sophomore at Destrehan High School, is on the principal's list and enjoys participating in several clubs and organizations at DHS. She is a member of the Destrehan High School Choir, the Treble Choir, and the Show Choir. A Talented Art student, Mitchell has been dancing for 12 years and has been with River Region Ballet for seven years. She has performed in several RRB, River Region Drama Guild, and school productions, and when she is not performing Mitchell enjoys reading, spending time with family and friends, and fishing in Grand Isle.

Mitchell started her Nutcracker performances when she was 6 years old as a soldier, and has grown since then into larger roles.

"The role of Clara has always been what I have wanted, and being here today, I can say I wouldn't have it any other way," she said. "I am especially grateful to my dance teachers who have pushed me and supported me every step of the way."

The Lafon Center is located at 275 Judge E. Dufresne Pkwy in Luling. For more information and tickets visit lafonartscenter.org.



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Alligator Festival returns this weekend after two-year hiatus



Monique Roth Editor

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Locals night, parking shuttles, a new ride company and new alcohol options including craft beers and seltzers await patrons this weekend at the 2022 Alligator Festival.

The festival will take place Sept. 22-25 at the West Bank Bridge Park. It is hosted by the Rotary Club of St. Charles Parish, who uses the festival as the primary way to fund scholarships for Destrehan and Hahnville High School seniors. The Rotary Club of St. Charles Parish is the largest private scholarships provider in the parish.

This weekend the festival

ALLIGATOR FEST on 5A

Hahnville, Destrehan resume heated rivalry



TURN to 1B

Destrehan girl uses birthday to bless others



Monique Roth Editor

moniquer@heraldguide.com

Bailey Windmann of Destrehan turns 10 years old Sept. 23, and she'll be celebrating in a special way.

Golf tourney will fund scholarships in memory of 3 killed by drunk driver



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Allemands Elementary students celebrate Thanksgiving and teacher’s birthday



Miss Megan Warrington’s class at Allemands Elementary School took a silly picture during their Thanksgiving Feast, then celebrated Miss Warrington’s birthday! What a fun way to spread joy!



whathappening@heraldguide.com

Dec. 17 Farmers’ Market

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

Free Childcare Training

The St. Charles Parish Sheriff’s Office will host a free Childcare Training from 9 a.m. to 1 p.m. at its training building, located at 220 Judge Edward Dufresne Pkwy in Luling. The class is designed for current and future babysitters who are 11-18 years old. Topics will include first aid, CPR, when to call 911, and prevention and treatment of common household injuries. To register contact Jessica Cortez at jcortez@stcharlessheriff.org or 985-783-1355.

The Nutcracker

Giant mice, dancing snowflakes, a growing Christmas tree, and an enchanted nutcracker are sure to delight the inner child in everyone when River Region Ballet presents The Nutcracker at the Lafon Performing Arts Center. There will be a 11 a.m. Sugar Plum Party at 11 a.m. which will feature a shortened performance for children. There will be a standard 7:30 p.m. show as well. For more information and tickets visit lafonartscenter.org.

Dec. 18 The Nutcracker

Giant mice, dancing snowflakes, a growing Christmas tree, and an enchanted nutcracker are sure to delight the inner child in everyone when River Region Ballet presents The Nutcracker at the Lafon Performing Arts Center at 2 p.m. For more information and tickets visit lafonartscenter.org.

Dec. 21 Farmers’ Market

The German Coast Farmers’ Market will be held from 1 to 5 p.m. at the St. Charles Parish West Bank Bridge Park.

Free Childcare Training

The St. Charles Parish Sheriff’s Office will host a free Childcare Training from 9 a.m. to 1 p.m. at its training building, located at 220 Judge Edward Dufresne Pkwy in Luling. The class is designed for current and future babysitters who are 11-18 years old. Topics will include first aid, CPR, when to call 911, and prevention and treatment of common household injuries. To register contact Jessica Cortez at jcortez@stcharlessheriff.org or 985-783-1355.



Allemands Elementary students enjoy Thanksgiving lunch

Allemands Elementary School first graders in Mrs. Kayci Wagner’s class enjoyed a scrumous Thanksgiving lunch! Pictured with their lunches are friends, Kason, Colton, and Andrew. The whole class joined in on the turkey fun by making handprint turkeys.

Ethel Schoeffner Elementary students engage in hands-on learning



5th Grade Science Students in Mrs. Prieto’s class were eager and excited to engage in some hands-on learning about how worms help to add nutrients back into the soil. Each of her three classes was able to set up their own work bin to take care of for the remainder of the school year. The guest presenter was Ms. Brianne Voros. Ms. Voros is Mrs. Prieto’s sister.

St. Rose Elementary students compare objects



St. Rose Elementary kindergarten students in Ms. Joni Beal’s class compared objects during a recent lesson. Pictured from left to right are Draven Rushlow, Devery Henderson, and Mason Malbroux as they take turns comparing objects which are heavier than or lighter than in the balance scale.



Athena waits for Santa



Ryder St. Amant won his boxing match with Elite Boxing



Fun at the Farmer's Market with Finn



Harper Falcon doesn't like Santa



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Cruz, Maverick and Annalise Ward with Mr. and Mrs. Claus



Kelsi and friends enjoyed breakfast with Santa

Should You Prepare to Retire on 80% of Your Income?

Examining a long-held retirement assumption.

Provided by Ryan LeBlanc

A classic retirement preparation rule states that you should retire on 80% of the income you earned in your last year of work. Is this old axiom still true, or does it need reconsidering?

Some new research suggests that retirees may not need that much annual income to keep up their standard of living.

The 80% rule is really just a guideline. It refers to 80% of a retiree's final yearly gross income, rather than his or her net pay. The difference between gross income and wages after withholdings and taxes is significant to say the least.¹

The major financial challenge for the new retiree is how to replace his or her paycheck, not his or her gross income.

So concluded Texas Tech University professor Michael Finke, who analyzed the 80% rule and published his conclusions in *Research*, a magazine for financial services industry professionals. Finke noted four factors that the 80% rule does not recognize. One, retirees no longer need to direct part of their incomes into retirement accounts. Two, they no longer involuntarily contribute to Social Security and Medicare, as they did while working. Three, most retirees do not



have a daily commute, nor the daily expenses that accompany it. Four, people often retire into a lower income tax bracket.¹

Given all these factors, Finke concluded that the typical retiree could probably sustain their lifestyle with no more than 77% of an end salary, or 60% of his or her average annual lifetime income.¹

Retirees need to determine the expenses that will diminish in retirement. That determination, rather than a simple rule of thumb, will help them realize the level of income they need.

Imagine two 60-year-old workers, both earning identical salaries at the same firm. One currently directs 25% of her pay into a workplace retirement strategy. The other directs just 5% of her pay into that strategy. The worker deferring 25% of her salary into retirement savings needs to replace a lower percentage of their pay in retirement than the worker deferring only 5% of hers. Relatively speaking, the more avid retirement saver is already used to living on less.

This is a hypothetical example used for illustrative purposes only. It is not representative of any specific investment or combination of investments.

New retirees may not necessarily find themselves living on less. The retirement experience differs for everyone, and so does retiree personal spending. A recent Employee Benefit Research Institute survey found that over a third of retirees report spending more than they

had originally expected. Only 9% reported that they were spending less than they had expected.²

A timeline of typical retiree spending resembles a "smile." A 2013 study from investment research firm Morningstar noted that a retiree household's inflation-adjusted spending usually dips at the start of retirement, bottoms out in the middle of the retirement experience, and then increases toward the very end.³

A retirement budget is a very good idea. There will be some out-of-budget costs, of course, ranging from the pleasant to the unpleasant. Those financial exceptions aside, abiding by a monthly budget (with or without the use of free online tools) may help you to rein in any questionable spending.

Any retirement income strategy should be personalized. Your own strategy should be based on an accurate, detailed assessment of your income needs and your available income resources. That information will help you discern just how much income you will need when retired.

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Jesus bore His burdens alone, but we have Him to help us now.
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Edna Matherne

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

Public Notice

Public Notice

“I, Carmen Sabdolph , **DOC #999999**, have applied for clemency for my conviction of Prohibited Acts- All Schedules; Contributing to the Delinquency of Juveniles. *If* you have any comments, contact the Board of Pardons (225)342-5421.”

Publish: December 8, 15 & 22, 2022

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

EAST BANK HEAD START RENOVATION & ADDITION
DESTREHAN LOUISIANA

Bids will be received at the **St. Charles Parish School Board**, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at 3:00 P.M., **LOCAL TIME, Wednesday, January 11, 2023**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

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

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

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

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

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held at the St. Charles Parish School Board Dufresne Conference Room, 13855 River Road, Luling, LA on Wednesday, January 4, 2023, at 3:00 p.m. Attendance at this pre-bid conference is Mandatory.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: December 8, 2022
December 15, 2022
December 22, 2022
December 29, 2022

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

Public Notice

ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

The St. Charles Parish Zoning Board of Adjustment will meet on December 15, 2022 at 6:00 p.m, to hear:
2022 42 ZBA requested by **Edward Ferguson** to reduce the required setback for an accessory structure at **18122 River Road, Montz**, Zoning District R-1A. Council District 6.
2022 43 ZBA requested by **Michael Coggins for NMC Properties, LLC** to reduce the required parking fo an assembly use at **201 Ellington Avenue, Luling**, Zoning District C-2. Council District 2.
2022 44 ZBA requested by **Wendelin Matherne** to reduce the required rear yard setback for a residential addition at **198 Mitchell Lane, Des Allemands**. Zoning District R-1A. Council District 4.
NEW BUSINESS: None
ALTERNATE DATE: 12/22
PUBLISH 12/1, 12/8, 12/15

Public Notice

ADVERTISEMENT: **PROPOSALS REQUESTED FOR THE PROCESSING OF USDA COMMODITIES FOR THE 2023-24 SCHOOL YEAR**

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

Publication Dates: 1st Printing – December 8, 2022
2nd Printing – December 15, 2022

St. Charles Parish Public Schools, Tangipahoa Parish Public Schools, Livingston Parish Public Schools, Washington Parish Public Schools, St. Bernard Parish Public Schools, Bogalusa City Schools, NOLA Public Schools And St. Mary’s Parish Schools

REQUEST FOR PROPOSALS

Notice is hereby given that the following School Food Authorities (SFAs): St. Charles Parish Public Schools, Tangipahoa Parish Public Schools, Livingston Parish Public Schools, Washington Parish Public Schools, St. Bernard Parish Public Schools, Bogalusa City Schools, NOLA Public Schools and St. Mary’s Parish Schools will receive sealed proposals at St. Charles Parish School Board Office, Child Nutrition Department, 13855 River Road, Luling, LA 70070 until 9 a.m., Friday, January 13, 2023, for processing of USDA commodity beef, chicken, pork, turkey, eggs, cheese, tomato paste, pollock, flour, and dehydrated potatoes. All product manufacturers must have an approved contract for commodity processing by the Louisiana Department of Agriculture and Forestry, Food Distribution Division prior to submitting a proposal.

All proposals are required to be submitted by either certified or registered mail with a return receipt requested or hand-delivered at which time a receipt will be issued. UPS and Federal Express are acceptable. All proposals shall be submitted in a sealed envelope clearly labeled on the outside **COMMODITY PROCESSING PROPOSAL, January 13, 2023**. Proposals are to be delivered or mailed to:

Child Nutrition Department
St. Charles Parish School Board
13855 River Road
Luling, LA 70070

Proposals will be opened and publicly acknowledged at the hour of 9 a.m. on Friday, January 13, 2023 in the Office of Child Nutrition, St. Charles Parish Public Schools, 13855 River Road, Luling, Louisiana.

No proposal will be accepted after the time of opening under any circumstances whatsoever. It is the responsibility of the company submitting the proposal to see that the proposal is in the Office of Child Nutrition before the time of proposal opening.

Awards will be based on a variety of factors: processing fees, nutritional standards, finished yields per pound of commodity product, minimum drop requirements, and product acceptability. SFAs reserve the right to reject a proposal and to waive any informality whenever such action is in their best interest.

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

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

NON-DISCRIMINATION STATEMENT In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Pas2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or (2) fax: (833) 256-1665 or (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider. [05/05/2022]

PUBLISH: December 8 & 15, 2022

Public Notice

ANYONE KNOWING THE WHEREABOUTS OF THE HEIRS OF SANDRA MEJIA HANDAL A/K/A SANDRA M. HANDAL A/K/ASANDRA HANDAL- PLEASE CONTACT THE LAW OFFICE MR. SALVATORE’ G. LOVECCHIO AT-TORNEY-AT-LAW, IN PERSON: 943 PAUL MAILLARD ROAD, LULING, LOUISIANA, BY MAIL: P.O. BOX 423, BOUTTE, LA 70039 OR PHONE 985-785-7788. IMPORTANT PROPERTY RIGHT INVOLVED.

PUBLISH: December 8 & 15, 2022

Public Notice

We are applying to the St. Charles Parish Sheriff’s Office for a permit to conduct a **Musical Performance by St. Charles Parish Public Schools on Saturday, December 17, 2022 and Sunday, December 18, 2022** at Lafon Performing Arts Center 275 Judge Edward Dufresne Parkway, Luling, LA 70070 in the Parish of St. Charles. Alcohol will be served at this event. The time of the festival:

Saturday, December 17 2022 @ 7:30 pm
Sunday, December 18, 2022 @ 2:00 pm

Publish: December 8 & 15, 2022

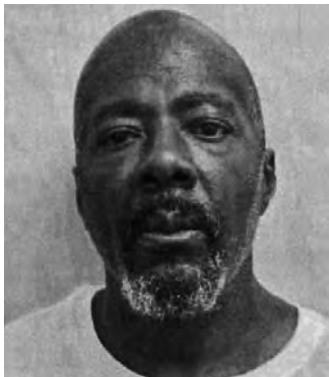
Public Notice

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

Arleaux’s Public House
100 James Drive East,
St. Rose, Louisiana 70087
Member: Joann Tillman, Owner

PUBLISH: December 15, 2022

Public Notice



1. **Troy White**, have been convicted of Carnal Knowledge of a Juvenile, Date of Conviction: 02/23/2010, Carnal Knowledge of a Juvenile, Date of Conviction: 02/28/2010 , Carnal Knowledge of a Juvenile, Date of Conviction: 02/28/2010. My address is: 508 Killona Dr., Killona, La. 70057.

RACE: Black
SEX: Male
DOB: 10/07/69
HGT: 5’8”
WGT: 200
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: December 15 & 22, 2022

Public Notice

The St. Charles Parish Assessment District conducted a public meeting at which time a public hearing was held on Monday, December 5, 2022 at the Assessor's Office, St. Charles Parish Courthouse, 15045 River Road, Hahnville, LA to consider amending the 2022 Budget. The following budget summary constitutes the estimated revenues and expenditures of the adopted amended budget for the calendar year 2022 along with the original 2022 adopted Budget. Detailed financial statements are available for public inspection at the Assessor's Office.

Summary of the adopted Original 2022 Budget and the Amended 2022 Budget		
	Original 2022	Amended 2022
Revenues:		
Taxes & Revenue Sharing	\$ 2,130,222	\$ 2,394,358
Fees & Other Revenue	26,500	53,097
Total Revenue	\$ 2,156,722	\$2,447,455
Expenses:		
Personal Services & Related Benefits	\$ 1,870,091	\$ 1,875,628
Contracted Services	130,000	124,478
Operation & Maintenance	206,500	234,223
Capital	11,500	15,982
Total Expenses	\$ 2,218,091	\$ 2,250,311
Excess of Revenue over (under) Expenses	(61,36)	197,144
Fund Balance, Beginning of Year	\$ 4,673,326	\$ 4,625,991
Fund Balance, End of Year	\$ 4,611,957	\$ 4,823,135



Tab Troxler, Assessor

St. Charles Parish Assessment District

Publish: St Charles Herald Guide, December15, 2022

Public Notice

This is to certify that the St. Charles Parish Assessment District conducted a Public Hearing at a Public Meeting held on Monday, December 5, 2022 at the Assessor's Office, St. Charles Parish Courthouse, 15045 River Road, Hahnville, LA at which time the 2022 Budget was amended and the 2023 Budget was adopted. The amended 2022 Budget and the adopted 2023 Budget are available for public inspection at the Assessor's Office.



Tab Troxler, Assessor

St. Charles Parish

Publish: St Charles Herald Guide, December 15, 2022

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, DECEMBER 19, 2022, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2022-0343 (12/5/22, Jewell)
An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for the provision of office space located in the St. Charles Parish Courthouse, 15405 River Road, Hahnville, LA.

2022-0344 (12/5/22, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of an Amendment No. 1 to Ordinance No. 22-1-4 which approved the Professional Services Agreement with Kyle Associates, LLC, to perform engineering services for the Norco Force Main Transfer Station (Project No. S211101).

2022-0345 (12/5/22, Jewell, M. Bingham)
An ordinance to approve and authorize the Parish President to execute an Act of Sale from Percival Properties, LLC for the purchase of property needed for additional departmental office space.

2022-0346 (12/5/22, Jewell, M. Bingham)
An ordinance to approve and authorize the Parish President to execute an Act of Sale from Mary Ann Vial Lemmon for the purchase of property needed for additional growth of the St. Charles Parish Courthouse Complex.

2022-0193 (12/5/22, SCPC)
An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 8, Elections, Section 8-1 to reapportion the District Boundaries of the Governing Authority of the Parish of St. Charles, based on the 2020 United States Census in accordance with Federal, State and Local laws, said boundaries to also apply to Justice of the Peace Courts and Constable Districts.

2022-0347 (12/5/22, SCPC)
An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 8, Elections, by adding Section 8-2 for Visible Voting Precinct Boundaries and Polling Places.

PUBLISH: December 8, 2022
December 15, 2022

Public Notice

PUBLIC NOTICE

The St. Charles Parish Housing Authority Board of Commissioner will have a Board of Commissioner Training retreat. The retreat is set for January 27, 2023, starting at 3:00 p.m. and ending January 29, 2023, at 11: 00 am.

If there are any questions are comments regarding this training, they may be directed to the Executive Director, Leatrice Hollis P.O. Box 448 Boutte, LA 70039 or via email at lhollis@scphousingauthority.com.

Publish: December 15, 22 & 29, 2022 & January 5, 12, 19 & 26, 2023

Public Notice

ADVERTISEMENT FOR BIDS

The St. Charles Parish Sheriff's Office will receive sealed bids until 10:00 A.M. on Tuesday, January 3, 2023 at the Sheriff's Office, Courthouse Building in Hahnville, Louisiana for the following:

POLICE UNIFORMS, made to police specifications, for the St. Charles Parish Sheriff's Office Employees for a two-year period from bid award through December 31, 2024, with a one-year optional renewal at the same rates/terms when agreed upon by both parties.

Detailed specifications may be obtained by contacting Nicole Henry at the St. Charles Parish Sheriff's Office (Phone 985-783-6237 ext. 2070) Courthouse Building, Hahnville. Refer any questions about the bid to Captain Troy Whitney (Phone 985-783-6180).

Bids must be plainly marked on outside envelope **"BID-POLICE UNIFORMS"** and delivered to the St. Charles Parish Sheriff's Office or mail to P.O. Box 426, Hahnville, Louisiana 70057 by the date and time listed above. Bids received after that time shall be returned unopened.

The Sheriff reserves the right to reject any and all bids pursuant to the law. St. Charles Parish Sheriff's Office is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women's business enterprises to participate in this solicitation.

/s/ Greg Champagne, Sheriff

PUBLISH: December 15th & December 22nd, 2022

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

RK SMITH BUILDING A ADDITION & MAIN CORRIDOR FLOORING REPLACEMENT LULING, LOUISIANA

Bids will be received at the **St. Charles Parish School Board**, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at **1:00P.M., LOCAL TIME, Wednesday, January 11, 2023**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

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

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

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

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

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held at the St. Charles Parish School Board Office, Dufresne Conference Room, 13855 River Road, Luling, LA on Wednesday, January 4, 2023 at 1:00 P.M. Attendance at this pre-bid conference is MANDATORY.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: December 8, 2022
December 15, 2022
December 22, 2022
December 29, 2022

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

Sheriff's Sale

SHERIFF'S OFFICE
Suit No: (45) 82684-E
Date: Wednesday, October 19, 2022
BAYVIEW LOAN SERVICING LLC
VS
GINA DIAZ, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, JULY 31, 2019, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JANUARY 18, 2023, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and z)\ of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging on in anywise appertaining, situated in the State of Louisiana, Parish of St. Charles, in ORMOND COUNTRY CLUB ESTATES, SECTION Y, in square bounded by Carriage Lane, Dunieilh Drive, Parcel 10 and Stanton Kali Drive, designated as Lot 7; said lot commences 354.37 feet from the corner of Carriage Lane and Dunleith Drive, and measure thence 56.27 feet front on Carriage Lane, yath a width in the rear of 92.98 feet, and a depth on Its opposite sideline near to Dunleith Drive of 159.99 feet, and a depth on 'is opposite sideline of 172.11 feet; all in accordance with a survey by Mandle-Suryeylng, Inc., dstad September 24, 1980, last related August 18, 1981, copy of which in annexed to Act No. 83902

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED FIFTY-ONE AND 28 / 100 (\$247,651.28) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: December 15, 2022
January 12, 2023
ATTORNEY FOR PLAINTIFF:
Jason R. Smith
1505 North 19gh Street
P.O. Box 2867
Monroe, LA 71207-2867
318-388-1440
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 90396-E
Date: Tuesday, November 1, 2022
FLAGSTAR BANK
VS
BLAKE M. MCLEAN
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, MAY 13, 2022, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JANUARY 18, 2023, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: Plaintiffs mortgage and/or privilege affects the following described property, to-wit: THAT CERTAIN PIECE OR PORTION OF GROUND, situated in the State of Louisiana, Parish of St. Charles, in SQUARE NO. 2, OAKLAND ESTATES SUBDIVISION, (formerly River Road Estates Subdivision), bounded by West Oakland Drive (formerly West Tomeny Drive), West Oakland Drive (side), Illinois Central Railroad Right of Way (side), East Oakland Drive (side) (formerly East Tomeny Drive) and Old River Road, designated as LOT NO. 24, commences 1165.01 feet from the corner of West Oakland Drive and Old River Road, measures thence 56 feet front on West Oakland Drive, same width in the rear, by a depth of 102 feet between equal and parallel lines. All as more fully shown on survey of Edward L. Clinton, Land Surveyor, dated October 13, 1986; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED THIRTY-FIVE AND 47 / 100 (\$161,535.47) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges. TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: December 15, 2022 January 12, 2023 ATTORNEY FOR PLAINTIFF: Candace A Courteau 1505 North 19th St. P.O. Box 2867 Monroe, LA 71207-2867 (318) 388-1440 SCSO-CIV-209-0402

St. Charles Parish

Meeting Minutes

Parish Council

Budget - Final

Council Chairman Bob Fisher

Councilmembers Beth A. Billings, Holly Fonseca, La Sandra Darenssbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, Julia Fisher-Cormier

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

Tuesday, November 1, 2022

9:00 AM

Council Chambers, Courthouse

Budget Hearing

ATTENDANCE

Present:

6 - Beth A. Billings, Holly Fonseca, La Sandra Darenssbourg Gordon, Mary K. Clulee, Dick Gibbs, and Bob Fisher

Absent:

3 - Nicky Dufrene, Marilyn B. Bellock, and Julia Fisher-Cormier

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Dubre, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Damin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samanthia de Castro, Finance Director Grant Dussom, Emergency Preparedness Director Jason Tastet, Public Works/Wastewater Director Miles Bingham, Wastewater Assistant Director David deGeneres, Senior Projects Manager Sam Scholle, Planning & Zoning Director Michael Albert, Grants Officer Carla Chiasson, Waterworks Director Gregory Gorden, Community Services Director Joan Tonglet Diaz, Economic Development & Tourism Director Corey Fauchoux, Parks and Recreation Director Duane Foret, Risk Management Officer Recheil Champagne, Dayna Parker, Personnel Officer, R.S.V.P. Director Jeanne Arable, General Government Buildings Facilities Manager Bob Messerly, WIOA Director Tommy Scott, Luis Martinez, GIS Specialist, Contract Monitoring Specialist, Alissa Cavaretta, Public Information Officer, Eric Zurcher, Public Information Office, Blaine Fauchoux, Public Information Office, Donna Breaux, Finance Department, Brad Berthelot, Wastewater Department, Nicole Whitney, Public Works Department, Jessica Naquin, Waterworks Department, Kali Zammit, Parish Farm Agent, Judge Timothy S. Marcel, Judge Connie Aucoin, District Attorney Joel T. Chaisson II, Lance Marino, Clerk of Court, Brian Fabre, Clerk of Court's Office, Captain Troy Whitney, Sheriff's Office, Nicole Henry, Sheriff's Office, Nancy Whann, Coroner's Office

CALL TO ORDER

PRAYER / PLEDGE

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

Councilman Nicky Dufrene arrived in the meeting.

Budget Message – 2023 Consolidated Operating & Capital Budget (President Matthew Jewell)

Councilwoman Marilyn B. Bellock arrived in the meeting.

Read

Councilwoman Darenssbourg Gordon spoke on the matter.
Parish President Matthew Jewell spoke on the matter
Chairman Fisher spoke on the matter.

ORDINANCE SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2022-0188

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2023.

Spoke: Mr. Jewell and Department of Finance.

Public Hearing Requirements Satisfied

General Fund:
District Court - Reported - Council Discussion
Judge Timothy Marcel spoke on the matter.
Finance Director Grant M. Dussom spoke on the matter.

District Court Div. E - Reported
Grand Jury - Reported
District Court Div. C - Reported
District Court Div. D - Deferred to Thursday, November 3, 2022
District Attorney - Reported - Council Discussion
Judge Joel T. Chaisson spoke on the matter

Clerk of Court - Reported
Sheriff - Reported
Captain Troy Whitney, St Charles Parish Sheriff's Office, reported on behalf of Sheriff Greg Champagne.
Council Discussion
Mr. Troy Whitney spoke on the matter.

Public Hearing Requirements Satisfied

Parish Farm Agent - Reported - Council Discussion
Ms. Kali Zammit spoke on the matter.

Special Revenue Funds:
Retired Senior Volunteer Program (Federal, State, Local) - Reported

Public Hearing Requirements Satisfied

Recess

AMENDMENT NO. 1 - General Fund - Council - District I - Operating Services, Materials & Supplies
Councilwoman Darenssbourg Gordon motioned, seconded by Councilwoman Fonseca, to remove \$21,700.00 from Account 001-400111 from the estimated ending 2022 Budget in the following accounts - to remove \$3,000.00 under Account 001-400111 - Council - District I - Operating Services - Printing; to remove \$5,700.00 under Account 001-400111 - Operating Services - Postage; to remove \$1,500.00 under Account 001-400111 - Operating Services - Telephone; to remove \$700.00 under Account 001-400111 - Operating Services - Rentals; to remove \$800.00 under Account 001-400111 - Operating Services - Maintenance of Property and Equipment; to remove \$1,500.00 under Account 001-400111 - Operating Services - Contractual Services; to remove \$7,000.00 under Account 001-400111 - Materials & Supplies - N/C Office Supplies; to remove \$1,500.00 under Account 001-400111 - Materials & Supplies - Office Supplies; and to transfer \$21,700.00 from the General Fund to Special Revenue Funds - Retired Senior Volunteer Program - Fund 116 for Local Recognition. Motion carried 8 yeas, Councilwoman Fisher-Cormier absent.

General Fund:
Council - Deferred until later in the meeting
Council District I - Deferred until later in the meeting
Council District II - Deferred until later in the meeting
Council District III - Deferred until later in the meeting
Council District IV - Deferred until later in the meeting
Council District V - Deferred until later in the meeting
Council District VI - Deferred until later in the meeting
Council District VII - Deferred until later in the meeting
Council Division A - Deferred until later in the meeting
Council Division B - Deferred until later in the meeting
Parish President - Reported

Public Hearing Requirements Satisfied

Special Revenue Funds:
Parish Transportation - Reported
Road Lighting District #1 - Reported - Council Discussion
Public Works/Wastewater Director Miles Bingham spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

Road & Drainage (Flood Control, Paved Streets, Sidewalks & Crosswalks, Drainage) - Reported - Council Discussion
Public Works/Wastewater Director Miles Bingham spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Finance Director Grant M. Dussom spoke on the matter.

Mosquito Control - Reported
Flood Protection - Reported - Council Discussion
Senior Projects Manager Sam Scholle spoke on the matter.

Public Hearing Requirements Satisfied

Capital Projects Funds:
West Bank Hurricane Protection Levee - Reported

Enterprise Funds:
Wastewater (Administration, Collection & Maintenance, Treatment) - Reported - Council Discussion
Wastewater Assistant Director David deGeneres spoke on the matter.

Solid Waste Collection & Disposal (Solid Waste Collection & Disposal, Recycling) - Reported - Council Discussion

Public Works/Wastewater Director Miles Bingham spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Finance Director Grant M. Dussom spoke on the matter.

Consolidated Waterworks District No. 1 (Administration, Billing & Collection, Meter Readers, Distribution, Plant) - Reported - Council Discussion
Waterworks Director Gregory Gorden spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

Public Hearing Requirements Satisfied

Special Revenue Funds:
Recreation (Recreation, Recreation-Explanation of Capital Outlay, Summer Camp) - Reported - Council Discussion
Parks and Recreation Director Duane Foret spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Finance Director Grant M. Dussom spoke on the matter.

Capital Projects Funds:
Recreation Facilities Construction - Reported - Council Discussion
Parks and Recreation Director Duane Foret spoke on the matter.

Councilman Fisher motioned to amend the proposed budget to transfer \$23,200.00 from Account 001-400116 - Council - District VI to Fund 302 - Recreation Facilities Construction for the New Sargy Park.
Council Discussion
Finance Director Grant M. Dussom spoke on the matter.
Motion withdrawn by Councilman Fisher.

Public Hearing Requirements Satisfied

General Fund:
Public Information - Reported
Cable TV Administration - Reported
Purchasing - Not Reported
Personnel - Reported - Council Discussion
Ms. Dayna Parker, Personnel Officer, spoke on the matter.

Legal Services - Reported - Council Discussion
Legal Services Director Corey Dubre spoke on the matter.

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

Coastal Zone Management - Reported - Council Discussion
Planning Administrator Earl Mathame spoke on the matter.
Planning & Zoning Director Michael Albert spoke on the matter.

ICC Building Codes - Reported - Council Discussion
Planning & Zoning Director Michael Albert spoke on the matter.

Recess

Capital Projects Funds:
GOMESA CONSTRUCTION FUND - Reported - Council Discussion
Public Works/Wastewater Director Miles Bingham spoke on the matter.

Public Hearing Requirements Satisfied

Recess (Lunch break)

General Fund:
Information Technology - Reported
GIS - Reported - Council Discussion
Mr. Luis Martinez, GIS Specialist, spoke on the matter.

Risk Management - Reported - Council Discussion
Risk Management Officer Recheil Champagne spoke on the matter.

General Gov't Buildings - Reported
Grants Administration - Reported - Council Discussion
Grants Officer Carla Chiasson spoke on the matter.

Elevation Grant Program - Reported

Capital Projects Funds:
LCDBG - Reported

General Fund:
Emergency Preparedness - Reported
Parish President Matthew Jewell spoke on the matter.
Emergency Preparedness Director Jason Tastet spoke on the matter.

Emergency Prep. Subsid. - Reported - Council Discussion
Emergency Preparedness Director Jason Tastet spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

EOC - 24 Hours Coverage - Reported
Coroner - Reported
Ms. Nancy Whann, Coroner's Office, reported on behalf of Dr. Brian Brogle.
Council Discussion
Ms. Whann spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Finance Director Grant M. Dussom spoke on the matter.

Animal Control - Not Reported
Health & Safety Rehab - Reported
Revitalization Fund Program - Reported
Housing Preservation Grant - Reported
Community Services - Reported
Energy Assistance - Reported
Summer Feeding - Reported
Community Service Centers - Reported
Community Services Subgrants - Reported - Council Discussion
Community Services Director Joan Tonglet Diaz spoke on the matter.

AMENDMENT NO. 2 - General Fund
Councilwoman Clulee motioned, seconded by Councilman Dufrene to amend the proposed budget to add \$260,000.00 from the General Fund to the following accounts - to add \$200,000.00 under General Fund - Community Service Centers - Account 001-430234 - Capital Outlay - Improvements other than Buildings; and to add \$60,000.00 to Account 001-430234 - Capital Outlay - Architectural - Engineering Fees for Luling/Boutte Community Center. Motion carried 8 yeas, Councilwoman Fisher-Cormier absent.

AMENDMENT NO. 3 - General Fund
Councilwoman Darenssbourg Gordon motioned, seconded by Councilman Gibbs to amend the proposed budget to add \$30,000.00 from the General Fund under General Fund - Community Service Centers - Account 001-430234 - Operating Services - Professional Services for Tutoring Services at the Kilona Community Center. Motion carried 8 yeas, Councilwoman Fisher-Cormier absent.

LINEAP Weatherization - Reported
CSBG - Administration - Reported
CSBG - Program Activities - Reported
Home Program - Reported
CSBG CARES ACT OF 2020 - Reported
LIHWAP - Low Income Water Asst - Reported
Community Center - Reported - Council Discussion
Parks and Recreation Director Duane Foret spoke on the matter.

Economic Development - Reported - Council Discussion
Economic Development & Tourism Director Corey Fauchoux spoke on the matter.

Tourist Information Center - Reported

Special Revenue Funds:
Workforce Investment Act - Reported - Council Discussion
WIOA Director Tommy Scott spoke on the matter.

Public Hearing Requirements Satisfied

General Fund:
Ordinance & Proceedings - Reported
Police Jury Association - Reported
Ward Courts - Reported
Elections - Reported
Finance - Reported
Taxation - Assessor - Reported
Taxation - Collector - Reported - Council Discussion
Finance Director Grant M. Dussom spoke on the matter.

Data Processing - Reported
Research & Investigations - Reported
Retirement System Contributions - Reported
Retired Employees Group Insurance - Reported
Juvenile - Reported - Council Discussion
Finance Director Grant M. Dussom spoke on the matter.

Motor Vehicle - Reported
Veterans Administration - Reported - Council Discussion
Finance Director Grant M. Dussom spoke on the matter.
Deputy Chief Administrative Officer Billy Raymond spoke on the matter.

Public Housing - Reported
Debt Service - Reported
Transfers - Reported

Special Revenue Funds:
Criminal Court Fund (District Court, District Attorney, Sheriff, Transfers) - Reported
Governmental Bldgs M&O - Reported

Capital Projects Funds:
GOMESA CONSTRUCTION FUND - Reported earlier in the meeting
LCDBG Public Facilities Construction - Reported earlier in the meeting
Front Foot Assessment Capital Projects - Reported

General Fund:
Council - Reported
Council District I - Reported

Council District II - Reported
Council District III - Reported
Council District IV - Reported
Council District V - Reported
Council District VI - Reported
Council District VII - Reported
Council Division A - Reported
Council Division B - Reported

AMENDMENT NO. 4 - General Fund - Council - District IV - Materials & Supplies and Operating Services

Councilman Dufrene motioned, seconded by Councilwoman Fonseca, to remove \$6,300.00 from Account 001-400114 from the estimated ending 2022 Budget in the following accounts - to remove \$300.00 under Account 001-400114 - Operating Services - Printing; and to remove \$6,000.00 under Account 001-400114 - Materials & Supplies - N/C Office Supplies; and to transfer \$6,300.00 from the General Fund to Special Revenue Funds - Recreation - Fund 113 - Capital Outlay - Improvements other than Buildings to install a Paradis Library Walking Path. Motion carried 8 years, Councilwoman Fisher-Cormier absent.

AMENDMENT NO. 5 - General Fund - Council - District III - Operating Services, Materials & Supplies, and Other Charges

Councilman Gibbs motioned, seconded by Councilman Dufrene, to remove \$21,800.00 from Account 001-400113 from the estimated ending 2022 Budget in the following accounts - to remove \$3,000.00 under Account 001-400113 - Council - District III - Operating Services - Printing; to remove \$5,700.00 under Account 001-400113 - Operating Services - Postage; to remove \$2,900.00 under Account 001-400113 - Operating Services - Telephone; to remove \$700.00 under Account 001-400113 - Operating Services - Rentals; to remove \$800.00 under Account 001-400113 - Operating Services - Maintenance of Property and Equipment; to remove \$1,500.00 under Account 001-400113 - Operating Services - Contractual Services; to remove \$1,500.00 under Account 001-400113 - Materials & Supplies - Office Supplies; to remove \$700.00 under Account 001-400113 - Materials & Supplies - Food & Clothing; and to remove \$5,000.00 under Account 001-400113 - Other Charges - Travel; and to transfer \$21,800.00 from the General Fund to Special Revenue Funds - Road & Drainage - Drainage - Fund 112 - Account 112-420260 - Improvements other than Buildings for Ormond Drainage Improvements. Motion carried 8 years, Councilwoman Fisher-Cormier absent.

AMENDMENT NO. 6 - General Fund - Council - District V - Materials & Supplies and Operating Services

Councilwoman Bellock motioned, seconded by Councilwoman Clulee, to remove \$12,200.00 from Account 001-400115 from the estimated ending 2022 Budget in the following accounts - to remove \$8,000.00 under Account 001-400115 - Council - District V - Materials & Supplies - N/C Office Supplies; to remove \$4,200.00 under Account 001-400115 - Operating Services - Postage; and to transfer \$12,200.00 from the General Fund to Special Revenue Funds - Recreation - Fund 113 - Capital Outlay - Improvements other than Buildings for a Dog Park at IMTT. Motion carried 8 years, Councilwoman Fisher-Cormier absent.

RECAP OF AMENDMENTS

2022-0166

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2023.

Sponsors: Mr. Jewell and Department of Finance

AMENDMENT NO. 1 - General Fund - Council - District I - Operating Services, Materials & Supplies

Councilwoman Darenbourg Gordon motioned, seconded by Councilwoman Fonseca, to remove \$21,700.00 from Account 001-400111 from the estimated ending 2022 Budget in the following accounts - to remove \$3,000.00 under Account 001-400111 - Council - District I - Operating Services - Printing; to remove \$5,700.00 under Account 001-400111 - Operating Services - Postage; to remove \$1,500.00 under Account 001-400111 - Operating Services - Telephone; to remove \$700.00 under Account 001-400111 - Operating Services - Rentals; to remove \$800.00 under Account 001-400111 - Operating Services - Maintenance of Property and Equipment; to remove \$1,500.00 under Account 001-400111 - Operating Services - Contractual Services; to remove \$7,000.00 under Account 001-400111 - Materials & Supplies - N/C Office Supplies; to remove \$1,500.00 under Account 001-400111 - Materials & Supplies - Office Supplies; and to transfer \$21,700.00 from the General Fund to Special Revenue Funds - Retired Senior Volunteer Program - Fund 116 for Local Recognition. Motion carried 8 years, Councilwoman Fisher-Cormier absent.

AMENDMENT NO. 2 - General Fund

Councilwoman Clulee motioned, seconded by Councilman Dufrene to amend the proposed budget to add \$260,000.00 from the General Fund to the following accounts - to add \$200,000.00 under General Fund - Community Service Centers - Account 001-430234 - Capital Outlay - Improvements other than Buildings; and to add \$60,000.00 under Account 001-430234 - Capital Outlay - Architectural - Engineering Fees for Luling/Bovette Community Center. Motion carried 8 years, Councilwoman Fisher-Cormier absent.

AMENDMENT NO. 3 - General Fund

Councilwoman Darenbourg Gordon motioned, seconded by Councilman Gibbs to amend the proposed budget to add \$30,000.00 from the General Fund under General Fund - Community Service Centers - Account 001-430234 - Operating Services - Professional Services for Tutoring Services at the Kilona Community Center. Motion carried 8 years, Councilwoman Fisher-Cormier absent.

AMENDMENT NO. 4 - General Fund - Council - District IV - Materials & Supplies and Operating Services

Councilman Dufrene motioned, seconded by Councilwoman Fonseca, to remove \$6,300.00 from Account 001-400114 from the estimated ending 2022 Budget in the following accounts - to remove \$300.00 under Account 001-400114 - Operating Services - Printing; and to remove \$6,000.00 under Account 001-400114 - Materials & Supplies - N/C Office Supplies; and to transfer \$6,300.00 from the General Fund to Special Revenue Funds - Recreation - Fund 113 - Capital Outlay - Improvements other than Buildings to install a Paradis Library Walking Path. Motion carried 8 years, Councilwoman Fisher-Cormier absent.

AMENDMENT NO. 5 - General Fund - Council - District III - Operating Services, Materials & Supplies, and Other Charges

Councilman Gibbs motioned, seconded by Councilman Dufrene, to remove \$21,800.00 from Account 001-400113 from the estimated ending 2022 Budget in the following accounts - to remove \$3,000.00 under Account 001-400113 - Council - District III - Operating Services - Printing; to remove \$5,700.00 under Account 001-400113 - Operating Services - Postage; to remove \$2,900.00 under Account 001-400113 - Operating Services - Telephone; to remove \$700.00 under Account 001-400113 - Operating Services - Rentals; to remove \$800.00 under Account 001-400113 - Operating Services - Maintenance of Property and Equipment; to remove \$1,500.00 under Account 001-400113 - Operating Services - Contractual Services; to remove \$1,500.00 under Account 001-400113 - Materials & Supplies - Office Supplies; to remove \$700.00 under Account 001-400113 - Materials & Supplies - Food & Clothing; and to remove \$5,000.00 under Account 001-400113 - Other Charges - Travel; and to transfer \$21,800.00 from the General Fund to Special Revenue Funds - Road & Drainage - Drainage - Fund 112 - Account 112-420260 - Improvements other than Buildings for Ormond Drainage Improvements. Motion carried 8 years, Councilwoman Fisher-Cormier absent.

AMENDMENT NO. 6 - General Fund - Council - District V - Materials & Supplies and Operating Services

Councilwoman Bellock motioned, seconded by Councilwoman Clulee, to remove \$12,200.00 from Account 001-400115 from the estimated ending 2022 Budget in the following accounts - to remove \$8,000.00 under Account 001-400115 - Council - District V - Materials & Supplies - N/C Office Supplies; to remove \$4,200.00 under Account 001-400115 - Operating Services - Postage; and to transfer \$12,200.00 from the General Fund to Special Revenue Funds - Recreation - Fund 113 - Capital Outlay - Improvements other than Buildings for a Dog Park at IMTT. Motion carried 8 years, Councilwoman Fisher-Cormier absent.

Amendments Recorded

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER AUTHORIZED THAT THE ORDINANCE, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, IS TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON THURSDAY, NOVEMBER 3, 2022, 1:00 P.M., AND MONDAY, NOVEMBER 7, 2022, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2022-0166

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2023.

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on November 3, 2022

ADJOURNMENT

A motion was made by Councilmember Fonseca, seconded by Councilmember Dufrene, to adjourn the meeting at approximately 1:05 pm. The motion carried by the following vote:

Yes: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

May: 0

Absent: 1 - Fisher-Cormier

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

PUBLISH: December 15, 2022

Public Notice



St. Charles Parish

Meeting Minutes

Parish Council

Budget - Final

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

Thursday, November 3, 2022

1:00 PM

Council Chambers, Courthouse

Budget Hearing

ATTENDANCE

Present 8 - Beth A. Billings, Holly Fonseca, La Sandra Darenbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Bob Fisher, and Julia Fisher-Cormier

Absent 1 - Marilyn B. Bellock

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Cubro, Chief Administrative Officer Mike Palamons, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Darrin Dube, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications Samantha de Castro, Finance Director Grant Dussom, Public Works and Wastewater Director Miles Bingham, Parks and Recreation Director Duane Foret, Animal Control Director Jana Troxler, Alesia Cavaretta Public Information Office, Procurement Agent David Ferrero, Donna Breaux, Finance Department, Judge Lauren Lemmon, Leann Benedict, Library Director, Victoria Bryant, The Arc of St. Charles Executive Director, Ashley Waguespack, The Arc of St. Charles, Fernell Pellegrin, The Arc of St. Charles, Maggie Gaudry, The Arc of St. Charles, Retired Major Sam Zinna, President Communications District (B11), April Keller, Council on Aging Executive Director, Peter Torsch, Community Health Center/Access Health, Tara Allemen, St. Charles Parish Hospital, Fen Swann, Public Defender's Office, Don-Paul Landry, Public Defender's Office, Brian J. Champagne, Registrar of Voters

CALL TO ORDER

Meeting called to order at 1:02 pm

PRAYER / PLEDGE

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

**ORDINANCE SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)**

2022-0166

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2023.

Sponsors: Mr. Jewell and Department of Finance

Public Hearing Requirements Satisfied

General Fund;
Council District VII - Deferred until later in the meeting
Registrar of Voters - Reported - Council Discussion
Mr. Brian J. Champagne, Registrar of Voters spoke on the matter.

District Court Div. D - Reported - Council Discussion
Finance Director Grant M. Dussom spoke on the matter.
Judge Lauren Lemmon spoke on the matter.

Purchasing - Reported
Animal Control - Reported - Council Discussion
Animal Control Director Jana Troxler spoke on the matter.
Finance Director Grant M. Dussom spoke on the matter.

Public Hearing Requirements Satisfied

Agencies & Boards:
Library - Reported
Arc of St. Charles - Reported
St. Charles Housing Authority - Not Reported
St. Charles Community Health Center - Reported
Mr. Peter Torsch, Community Health Center/Access Health reported on behalf of Chief Executive Officer/President Mark F. Keiser
Council Discussion
Mr. Torsch spoke on the matter.

Council on Aging - Reported - Council Discussion
Ms. April Keller, Council on Aging Executive Director spoke on the matter.

B11 Communications District - Reported - Council Discussion
Retired Major Sam Zinna, President Communications District spoke on the matter.

Hospital Service District - Reported
Ms. Tara Allemen, St. Charles Parish Hospital reported on behalf of Chief Executive Officer Keith Dacus.
Council Discussion
Ms. Allemen spoke on the matter.

Public Hearing Requirements Satisfied

General Fund;
Council District VII - Reported
AMENDMENT NO. 7 - General Fund - Council - District VII - Materials & Supplies and Operating Services

Councilwoman Fisher-Cormier motioned, seconded by Councilwoman Clulee, to remove \$6,700.00 from Account 001-400117 from the estimated ending 2022 Budget in the following accounts - to remove \$5,200.00 under Account 001-400117 - Council - District VII - Operating Services - Postage; to remove \$1,500.00 under Account 001-400117 - Materials & Supplies - N/C Office Supplies; and to transfer \$6,700.00 from the General Fund to Special Revenue Funds - Road & Drainage - Drainage - Fund 112 - Account 112-420260 - Improvements other than Buildings for Beautification of District VII. Motion carried 8 years, Councilwoman Bellock absent.

Public Hearing Requirements Satisfied

AMENDMENT NO. 8 - Special Revenue Funds - Roads & Drainage

Councilman Dufrene motioned, seconded by Councilwoman Clulee to transfer \$500,000.00 from the General Fund to Fund 112 - Roads & Drainage - Paved Streets - Account 112-420210 - Improvements other than Buildings for the Barber Road Embankment Project. Motion carried 8 years, Councilwoman Bellock absent.

Agencies & Boards:
St. Charles Parish Public Defender's Office - Reported - Council Discussion
Mr. Don-Paul Landry, Public Defender's Office spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Mr. Fen Swann, Public Defender's Office spoke on the matter.
Finance Director Grant M. Dussom spoke on the matter.

Councilwoman Billings motioned, seconded by Councilwoman Fisher-Cormier to amend the proposed budget to transfer \$232,800.00 from the General Fund to the St. Charles Parish Public Defender's Office fund salary, non payroll related. (Public Defender account would need to be created)
Council Discussion
Mr. Dussom spoke on the matter.
Mr. Landry spoke on the matter.
Motion withdrawn by Councilwoman Billings.

RECAP OF AMENDMENTS

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2023.

Sponsors: Mr. Jewell and Department of Finance

AMENDMENT NO. 7 - General Fund - Council - District VII - Materials & Supplies and Operating Services

Councilwoman Fisher-Cormier motioned, seconded by Councilwoman Clulee, to remove \$6,700.00 from Account 001-400117 from the estimated ending 2022 Budget in the following accounts - to remove \$5,200.00 under

Account 001-400117 - Council - District VII - Operating Services - Postage; to remove \$1,500.00 under Account 001-400117 - Materials & Supplies - N/C Office Supplies; and to transfer \$6,700.00 from the General Fund to Special Revenue Funds - Road & Drainage - Drainage - Fund 112 - Account 112-420260 - Improvements other than Buildings for Beautification of District VII. Motion carried 8 yeas, Councilwoman Bellock absent.

AMENDMENT NO. 8 - Special Revenue Funds - Roads & Drainage
Councilman Dufrene motioned, seconded by Councilwoman Clulee to transfer \$500,000.00 from the General Fund to Fund 112 - Roads & Drainage - Paved Streets - Account 112-420210 - Improvements other than Buildings for the Barber Road Embankment Project. Motion carried 8 yeas, Councilwoman Bellock absent

Amendments Recorded

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER AUTHORIZED THAT THE ORDINANCE, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, IS TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, NOVEMBER 7, 2022, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2022-0166

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2023.

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on November 7, 2022

ADJOURNMENT

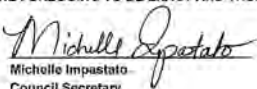
A motion was made by Councilmember Billings, seconded by Councilmember Darenbourg Gordon, to adjourn the meeting at approximately 2:54 pm. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Bellock

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

PUBLISH: December 15, 2022



St. Charles Parish

Meeting Minutes

Parish Council

Final

Council Chairman Bob Fisher

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

St. Charles Parish
Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70337
985-783-5000
www.stcharlesparish.gov

Monday, November 7, 2022

6:00 PM

Council Chambers, Courthouse

Regular Meeting / Budget Hearing

ATTENDANCE

Present: 8 - Beth A. Billings, Holly Fonseca, La Sandra Darenbourg Gordon, Mary K. Clulee, Dick Gibbs, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Cormier

Absent: 1 - Nicky Dufrene

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Chief Operations Officer Darin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Dussom, Emergency Preparedness Director Jason Tastet, Public Works/Wastewater Director Miles Bingham, Wastewater Assistant Director David deGeneres, Senior Projects Manager Sam Scholie, Earl Matherne, Planning Administrator, Grants Officer Caiti Chlason, Waterworks Director Gregory Gordon, Parks and Recreation Director Duane Forest, Animal Control Director Jena Troxler, Dayna Parker, Personnel Officer, R.S.V.P. Director Jeanne Arable, General Government Buildings Facilities Manager Bob Messerly, WIOA Director Tommy Scott, Luis Martinez, GIS Specialist, Procurement Officer David Ferraro, Eric Zurcher, Public Information Officer, Leatrice Hollis, Housing Authority Executive Director, Don-Paul Landry, Public Defender's Office

CALL TO ORDER

PRAYER

Evangelist Rosalind Martin
Fresh Faith Worship Center, New Sarpy

PLEDGE

Sister April Strickland Scott
Fresh Faith Worship Center, New Sarpy

APPROVAL OF MINUTES

A motion was made by Councilmember Bellock, seconded by Councilmember Billings, to approve the minutes from the regular meeting of October 17, 2022. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Dufrene

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2022-0309

In Recognition: Garrett C. Montil, River Parishes Tourist Commission

Sponsors: Ms. Fisher-Cormier

Read

2022-0310

Proclamation: "Fresh Faith Worship Center Pop-Up Shop Day"

Sponsors: Mr. Fisher

Read

2022-0311

Proclamation: "National Adoption Day"

Sponsors: Ms. Billings

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2022-0312

Public Service Commission

Public Service Commissioner Lambert C. Boissiere, III, District 3

Councilwoman Clulee spoke on the matter.
Mr. Boissiere spoke on the matter.
Councilwoman Fisher-Cormier spoke on the matter.
Chairman Fisher spoke on the matter.

Reported

2022-0313

Housing Authority

Mr. Rodney Woods, Vice Chair, St. Charles Housing Authority Board

Reported

2022-0314

St. Charles Council on Aging, Inc.

Ms. April Keller, Executive Director, St. Charles Council on Aging, Inc.

Reported

2022-0315

Parish President Remarks/Report

Sponsors: Mr. Jewell

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, NOVEMBER 21, 2022, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2022-0302

An ordinance approving and authorizing the execution of Change Order No. 2 for Asphalt Pavement Maintenance, Parish Project No. P210302, to decrease the contract amount by \$366,163.17.

Sponsors: Mr. Jewell and Department of Public Works

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

2022-0303

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, to change the zoning classification from O-L to C-3 on approximately 82,000 sq. ft. of a property designated as Lot 13-M-1, portion of Lot 13, Coteau De France, as shown on the survey by David L. Patterson, PLS dated June 16, 2022, as requested by RaceTrac, Inc. for Lloyd Dufrene.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

2022-0304

An ordinance to revoke and abandon unimproved Wood Court, Square H, Luling Heights Subdivision Section B, as shown on the map by Adloe Orr, Jr., CE, dated September 13, 1956, revised June 1, 1957.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

2022-0305

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, to change the zoning classification from C-2 to R-1A(M) on approximately 4,500 sq. ft. of a lot designated as a portion of Parcel A, and approximately 700 sq. ft. of a lot designated a portion of Parcel C, as shown on a Survey of a Portion of Parcels "A" and "C", Carolyn Drive Subdivision, by Lucien C. Gassen, PLS dated May 6, 1974, as requested by Kenneth Martin, Jr.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

2022-0306

An ordinance to approve and authorize the execution of an Act of Donation by and between Chevron U.S.A. Inc. ("Chevron") and St. Charles Parish for a certain parcel of land comprising of approximately 0.9 acres adjacent to property already donated for the Boat Launch and Park along Bayou Des Allemands.

Sponsors: Mr. Jewell

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

ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)

2022-0166

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2023.

Sponsors: Mr. Jewell and Department of Finance

Reported.

Finance Department Recommended: Approval
Finance Director Grant Dussom spoke on the matter.

Public Hearing Requirements Satisfied

Agencies & Boards:

St. Charles Housing Authority - Reported
Mr. Rodney Woods, St. Charles Parish Housing Authority Board Vice-Chairman reported on behalf of Executive Director Leatrice Hollis.
Council Discussion
Mr. Woods spoke on the matter.
Ms. Leatrice Hollis, St. Charles Parish Housing Authority Executive Director spoke on the matter.

St. Charles Parish Public Defender's Office - Reported
Mr. Don-Paul Landry, Public Defender's Office, stated that the St. Charles Parish Public Defender's Office would like to withdraw the request for funding.

Public Hearing Requirements Satisfied

Council Discussion

AMENDMENT NO. 9 - Special Revenue Funds - Roads & Drainage
Councilwoman Darenbourg Gordon motioned, seconded by Councilwoman Clulee to transfer \$250,000.00 from the General Fund to Fund 112 - Roads & Drainage - Drainage - Account 112-420260 - Improvements other than Buildings for River Park Drive Drainage Improvements. Motion carried 8 yeas.
Councilman Dufrene absent.

Councilwoman Darenbourg Gordon motioned to amend the proposed budget to transfer \$100,000.00 from the General Fund to Fund 112 - Roads & Drainage - Account 112-420210 Paved Streets for Improvements other than Buildings Road Overlay for River Oaks Drive in Desirehan and Blueberry Hill Street in Boutte.
Mr. Dussom spoke on the matter.
Motion withdrawn by Councilwoman Darenbourg Gordon.

RECAP OF AMENDMENTS

2022-0166

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2023.

Sponsors: Mr. Jewell and Department of Finance

AMENDMENT NO. 9 - Special Revenue Funds - Roads & Drainage
Councilwoman Darenbourg Gordon motioned, seconded by Councilwoman Clulee to transfer \$250,000.00 from the General Fund to Fund 112 - Roads & Drainage - Drainage - Account 112-420260 - Improvements other than Buildings for River Park Drive Drainage Improvements. Motion carried 8 yeas.
Councilman Dufrene absent.

Amendments Recorded

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Dufrene

Enactment No: 22-11-1

RESOLUTIONS

2022-0307

A resolution in support of the Planning and Zoning Commission's approval of 2022-16-SPU for an accessory dwelling unit in an R-1A zoning district, Lot 12, Sq. 3, Evangeline Estates Phase 2, 150 Rhett Lane, Montz, as requested by Kevin & Michelle Haslauer.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported.

P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Mr. Earl Matherne, Planning Administrator spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Dufrene

Enactment No: 6675

2022-0308

A resolution endorsing a waiver from the St. Charles Parish Zoning Ordinance of 1981, Section VIII. Site design requirements, D. Landscaping requirements, as requested by Dirt Worx Rentals, LLC for Triple MBM Properties.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:

P & Z Department Recommended Approval w/Slip.:

-The equipment kept and maintained on-site is limited to what is currently shown on the company's website, as detailed in the analysis section of this report.

-The required 10 ft. buffer along the rear property line is kept free of vehicles and equipment, garbage facilities, and business activities.

-Approval of a waiver from the required landscaping, with supporting resolution from the Parish Council.

Planning Commission Recommended Approval w/Slip.:

-The equipment kept and maintained on-site is limited to what is currently shown on the company's website, as detailed in the analysis section of this report.

-The required 10 ft. buffer along the rear property line is kept free of vehicles and equipment, garbage facilities, and business activities.

-Approval of a waiver from the required landscaping, with supporting resolution from the Parish Council.

-The exit is curved on the outlet so that you can only make a left turn to Hwy. 90.

Mr. Earl Mathernie, Planning Administrator spoke on the matter.

Public comment opened; no public comment

Council Discussion

Mr. Mathernie spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Dufrene

Enactment No: 6676

APPOINTMENTS

2022-0316

A resolution appointing a member to the South Central Louisiana Human Services Authority Board.

Vacancy Announced

2022-0317

A resolution appointing a member to the Regional Planning Commission.

Vacancy Announced

2022-0318

A resolution appointing a member to the Regional Planning Commission.

Vacancy Announced

ADJOURNMENT

A motion was made by Councilmember Bellock, seconded by Councilmember Fonseca, to adjourn the meeting at approximately 7:10 pm.. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Bellock, Fisher and Fisher-Cormier.

Nay: 0

Absent: 1 - Dufrene

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

PUBLISH: December 15, 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, DECEMBER 5, 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.

2022-0322

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

ORDINANCE NO. 22-12-1

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 to change the zoning classification from R-1A to C-3 on Lots A, B2, C2, D, E, F, G, H, J, K, L, M, N, O, P, Q, & 24, Square 2, Destrehan Park Subdivision, as shown on the survey by Michael Blanchard, PLS dated October 4, 2022, as requested by Bunge North America, Inc.

WHEREAS, Bunge North America, Inc. requests a rezoning from R-1A to C-3 on Lots A, B2, C2, D, E, F, G, H, J, K, L, M, N, O, P, Q, & 24, Square 2, Destrehan Park Subdivision, as shown on the survey by Michael Blanchard, PLS dated October 4, 2022; 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 on November 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 to C-3 on Lots A, B2, C2, D, E, F, G, H, J, K, L, M, N, O, P, Q, & 24, Square 2, Destrehan Park Subdivision, as shown on the survey by Michael Blanchard, PLS dated October 4, 2022, as requested by Bunge North America, Inc.

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 to C-3 on Lots A, B2, C2, D, E, F, G, H, J, K, L, M, N, O, P, Q, & 24, Square 2, Destrehan Park Subdivision, as shown on the survey by Michael Blanchard, PLS dated October 4, 2022, as requested by Bunge North America, Inc.

SECTION III. The Department of Planning and Zoning is authorized to make the corresponding amendment to the Future Land Use Map, adopted with Ordinance No. 11-6-11, amended by Ordinance No. 16-9-16, from Low Density Residential to General Commercial on Lots A, B2, C2, D, E, F, G, H, J, K, L, M, N, O, P, Q, & 24, Square 2, Destrehan Park Subdivision.

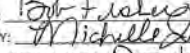
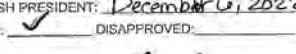
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

NAYS: NONE

ABSENT: DUFRENE, FISHER-CORMIER

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

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: December 6, 2022
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: December 6, 2022
AT: 2:59 pm RECD BY: 

2022-0321

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

ORDINANCE NO. 22-12-2

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the St. Charles Community C.A.R.E. Center Foundation, Inc. (d/b/a St. Charles CARE Center) for the provision of services.

WHEREAS, Article VII, Section 14 (C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivision or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and,

WHEREAS, Article VII, Section 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the needy; and,

WHEREAS, the Parish and St. Charles CARE Center wish to provide the above mentioned programs; and,

WHEREAS, the Parish agrees to assist St. Charles CARE Center with funds; and,

WHEREAS, the St. Charles Parish Council has previously provided funds for use through Cooperative Endeavor Agreements; and,

WHEREAS, the residents of St. Charles Parish will benefit from the efforts of the Parish and St. Charles CARE Center working to assist in the furtherance of the above mentioned services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement with the St. Charles CARE Center for the provision of services, be hereby approved and accepted.

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

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

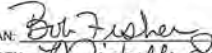
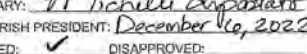
YEAS: BILLINGS, FONSECA, CLULEE, GIBBS, BELLOCK, FISHER

NAYS: NONE

ABSENT: DUFRENE, FISHER-CORMIER

ABSTAIN: DARENSBOURG GORDON

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

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: December 6, 2022
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: December 6, 2022
AT: 2:59 pm RECD BY: 

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

ST. CHARLES PARISH

AND

ST. CHARLES COMMUNITY C.A.R.E. CENTER FOUNDATION, INC.

This agreement is made and entered into on this _____ day of _____, 2022,

by and between St. Charles Parish, hereinafter ("Parish"), represented by Matthew Jewell,

Parish President, and St. Charles Community C.A.R.E. Center Foundation, Inc.

hereinafter ("CARE Center"), represented by its Executive Director, Lauren M. Johnson.

WHEREAS, Article VII, Section 14 (C) of the Louisiana Constitution of 1974 provides

that for a public purpose, the State and its political subdivision or political corporations may

engage in cooperative endeavors with each other or with any other private association,

corporation or individuals; and

WHEREAS, Article VII, Section 14(B) of the Louisiana Constitution of 1974 provides

that public funds may be used for programs of social welfare for the aid and support of the

needy; and

WHEREAS, practical considerations necessitate that offices work together in order to

effectuate efficient planning and coordination efforts and services in support of services which

may include the following: to participate in the implementation and coordination following

formulation of and to prepare a comprehensive implementation plan for services and programs

for children and youth in St. Charles Parish; to assist in the development, implementation, and

operation of services which encourage positive development, diversion of children and youth

from the criminal justice and foster care system, reduction in the commitments of youth to

state institutions, and providing community response to the growing rate of juvenile

delinquency; to coordinate and implement programs such as prevention, early intervention,

diversion, alternatives to incarceration, treatment services, the

assessment, alignment, coordination, prioritization, and measurement of all available services

and programs that address the needs of children and youth including those at risk for, or identified

with: social, emotional, or developmental problems, including, but not limited to

educational failure, abuse, neglect, exposure to violence, juvenile or parental mental illness,

juvenile or parental substance abuse, poverty, developmental disabilities and delinquency; to

encourage collaborative efforts among local stakeholders for assessing the physical, social,

behavioral, and educational needs of children and youth in their respective communities and for

assisting in the development of comprehensive plans to address such needs;

WHEREAS, the Parish and the CARE Center wish to assist by providing the

above mentioned services assisting the CARE Center; and

WHEREAS, the Parish has agreed to assist the CARE Center with funding; and,

WHEREAS, the residents of St. Charles Parish will benefit from the efforts of the Parish

and the CARE Center working to assist in the furtherance of the above mentioned services.

NOW, THEREFORE, the Parish and the CARE Center hereby agree as follows:

SECTION 1-SERVICES

The CARE Center will provide the above referenced services and the Parish will

provide Ten Thousand dollars (\$10,000.00) to the CARE Center towards the costs of the CARE

Center, whereby the Payments shall be made in three equal payments in the amount of Three

Thousand, Three

Hundred, Thirty-Three Dollars and No/Cents (\$3,333.00) beginning on the 31st day of January 2023 and then on May 31, 2023 and October 31, 2023.

SECTION 2-DURATION

This agreement is for a period of twelve (12) months, commencing on January 1, 2023 and ending December 31, 2023, but may be renewed by the Parish President for two additional one year periods based upon written mutual consent of the parties and the allocation of funding by the St. Charles Parish Council.

SECTION 3-COMMUNITY

The residents of St. Charles Parish will enjoy substantial community benefits as a result of participation in this agreement as practical considerations necessitate that the Parish and the CARE Center work together to coordinate a comprehensive array of social and behavioral health services and supports.

SECTION 4- INDEPENDENT CONTRACTOR

The CARE Center hereby agrees and accepts that it shall be acting as an independent contractor. It is understood and agreed by the parties that the CARE Center is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between Parish and the CARE Center.

The parties hereto acknowledge and agree that Parish shall not:

a. Withhold federal or state income taxes;

b. Withhold federal social security tax (FICA);

c. Pay federal or state unemployment taxes for the account of the CARE Center; or

d. Pay workman's compensation insurance premiums for coverage for the CARE Center;

The CARE Center agrees to be responsible for and to pay all applicable federal and state income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

The CARE Center agrees to indemnify and hold Parish harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from Parish's treatment of the CARE Center as an independent contractor.

The CARE Center further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

SECTION 5-INDEMNIFICATION

The Parish, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty or claim of any kind whatsoever or caused by whomsoever, to the person or property (including the CARE Center) arising out of or resulting from the operation of the CARE Center, whether due in whole or in part to negligent acts of omissions of the Parish, its agents or employees, and the CARE Center hereby agrees to indemnify and hold the Parish, its agents and employees harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the Parish in connection therewith) for any such loss, damage, injury or other casualty. The CARE Center also agrees to pay all reasonable expenses and attorneys' fees incurred by the Parish in connection with the provisions of this SECTION.

SECTION 6-REPORTS

Quarterly narrative reports shall be furnished to the Parish's Chief Administrative Officer, Director of Finance and the Parish President.

SECTION 7-COST AND COLLECTION RECORDS

The Parish shall be entitled to audit the books, documents, papers and records of the Board of Directors of the CARE Center pertaining to funding, expenses and financial documents. The CARE Center shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under this Agreement, for inspection by the Parish, and copies thereof shall be furnished if requested. This shall not include any documentation which is privileged or confidential by law, regulations, or any other authority.

SECTION 8-NOTICE

All notices and correspondence required shall be addressed as follows:

ST. CHARLES PARISH:

Matthew Jewell
Parish President
St. Charles Parish Government
St. Charles Parish Courthouse
15045 River Road
Hahnville, LA 70057

ST. CHARLES COMMUNITY C.A.R.E. CENTER FOUNDATION INC.:

Lauren M. Johnson
Executive Director
PO Box 682
Hahnville, LA 70057

SECTION 9-TERMINATION

This Agreement may be terminated by either party by giving the other party sixty (60)

days written notice of such intention.

SECTION 10-ASSIGNMENT

This Agreement shall be binding upon the successors and assigns for the parties hereto.

SECTION 11-JURISDICTION

The CARE Center does, by signing this Agreement, yield to the jurisdiction of the 29th Judicial District Court, Parish of St. Charles and formally waives any pleas of lack of jurisdiction, in the event of a suit under this Agreement.

SECTION 12-SEVERABILITY

If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

SECTION 13-ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parish and the CARE Center, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written consent signed by both the Parish and the CARE Center.

PARISH OF ST. CHARLES

By: Matthew Jewell
Matthew Jewell, Parish President

Date: 12/06/22

ST. CHARLES COMMUNITY C.A.R.E. CENTER FOUNDATION, INC.

By: _____
Lauren M Johnson, Executive Director

Date: _____

2022-0326
INTRODUCED BY: BOB FISHER, COUNCILMAN, DISTRICT VI
ORDINANCE NO. 22-12-3

An ordinance to amend Ordinance No. 22-5-5, as previously amended, to provide for the change of Polling Places for Precincts 1-2, 1-2A, 2-3, 4-1, and 4-1A.

WHEREAS, as a result of Hurricane Ida and the damage sustained to certain Polling Places, an emergency temporary change of the Polling Places for Precincts 1-2, 1-2A, 2-3, 4-1, and 4-1A between August 15, 2022 and December 31, 2022, was approved by the Parish Council per Resolution No. 6656 on August 15, 2022, and was approved by the Louisiana Secretary of State; and,

WHEREAS, it is the desire of the Parish Council to make said change permanent.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance No. 22-5-5 is hereby amended by changing the following Polling Places:

Precincts 1-2 & 1-2A
From: Hahnville Learning Center, 626 Pine Street, Hahnville, LA
To: Eval J. Landry, Sr. Middle School, 108 Tiger Circle, Hahnville, LA

Precinct 2-3
From: Bible Center Church, 422 Barton Avenue, Luling, LA
To: Mimosa Park Elementary School, 222 Birch Street, Luling, LA

Precincts 4-1 & 4-1A
From: St. Gertrude Education Center, 17336 LA 631, Des Allemands, LA
To: Allemands Elementary School, 1471 WPA Road, Des Allemands, LA

SECTION II. That all other Sections of Ordinance No. 22-5-5 remain as first written or previously amended.

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

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

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

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Laporte
CLVD/PARISH PRESIDENT: December 6, 2022
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: December 6, 2022
AT: 2:59 pm RECD BY: [Signature]

2022-0327
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)
ORDINANCE NO. 22-12-6

An ordinance approving and authorizing the execution of Change Order No. 1 for the Ashton Park Development Restroom Facility Project, to increase the contract time by 23 days.

WHEREAS, Ordinance No. 13-2-4 adopted on February 4, 2013, by the St. Charles Parish Council approved and authorized the execution of a Consulting Services Contra22-0327ct with Danny J. Hebert, P.E., LLC. d.b.a. Civil & Environmental Consulting Engineers for the design and construction management of the renovation of the Ashton Park Development Restroom Facility; and,

WHEREAS, Ordinance No. 22-5-13 adopted on May 16, 2022, by the St. Charles Parish Council approved and authorized the execution of a construction contract with Lakeview Construction & Development, LLC, for Ashton Park Development Restroom Facility, in the amount of \$371,488.00; and,

WHEREAS, it is necessary to issue a change order to add 23 days to the contract due to a delay by Entergy with the transformer installation; and,

WHEREAS, it is necessary to amend the Contract resulting in an increase in the approved contract time from 120 days to 143 days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for the Ashton Park Development Restroom Facility Project, to increase the contract time by 23 days is hereby approved and accepted.

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

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

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

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

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Laporte
CLVD/PARISH PRESIDENT: December 6, 2022
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: December 6, 2022
AT: 2:59 pm RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

DATE OF ISSUANCE: November 3, 2022

OWNER: St. Charles Parish Department of Parks and Recreation
CONTRACTOR: Lakeview Construction and Development, LLC
Contract: Ashton Park Development Restroom Facility
Project: Ashton Park Development Restroom Facility
OWNER's Contract No. _____ ENGINEER's Contract No. _____
ENGINEER: Civil & Environmental Consulting Engineers

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

Description: Enter transformer installation delay
1. Delete the Following Work Items:
N/A

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>371,488.00</u>	Original Contract Times: Substantial Completion: <u>October 11, 2022</u> Ready for final payment: _____ (days or dates)
Net Increase (Decrease) from previous Change Orders No. ____ to ____ \$ <u>N/A</u>	Net change from previous Change Orders No. ____ to No. ____: Substantial Completion: <u>N/A</u> Ready for final payment: _____ (days)
Contract Price prior to this Change Order: \$ <u>371,488.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 11, 2022</u> Ready for final payment: _____ (days or dates)
Net increase of this Change Order: \$ <u>0.00</u>	Net increase of this Change Order: Substantial Completion: <u>23 days</u> Ready for final payment: <u>Upon receipt of lien free certificate</u> (days)
Contract Price with all approved Change Orders: \$ <u>371,488.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 3, 2022</u> Ready for final payment: <u>Upon receipt of lien free certificate</u> (days or dates)

RECOMMENDED: _____ APPROVED: _____ ACCEPTED: _____
By: [Signature] By: [Signature] By: [Signature]
ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)
Date: 11/3/2022 Date: 12/6/22 Date: 11/3/22

2022-0335
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 22-12-5
An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 21-4-7 which approved the Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Montz Pump Station (Parish Project No. P210301).
WHEREAS, Ordinance No. 21-4-7 adopted on April 19, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC for all necessary services for a new Montz Pump Station (Parish Project No. P210301); and,
WHEREAS, the contract amount of \$50,000.00 for permitting work has been exceeded due to the request by Canadian National (CN) to complete the Utility Crossing Encroachment packet for the required waterline design, prior to going to bid for the construction project; and,
WHEREAS, this request is beyond the initial scope to be completed by the design engineer, and will involve more geotechnical investigation beyond the original report gatherings; and,
WHEREAS, St. Charles Parish and GIS Engineering, LLC have mutually agreed to an increase of \$40,000.00 (overall total not to exceed \$90,000.00) to complete permitting 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 Ordinance No. 21-4-7 to the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC, for the Montz Pump Station (Parish Project No. P210301) to increase the permitting fee by \$40,000.00 is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said Amendment on behalf of St. Charles Parish.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, BELLOCK, FISHER
NAYS: NONE
ABSENT: DUFRENE, FISHER-CORMIER
And the ordinance was declared adopted this 5th day of December, 2022, to become effective five (5) days after publication in the Official Journal.
CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: December 16, 2022
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: December 16, 2022
AT: 2:59pm RECD BY: [Signature]

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

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, On April 19, 2021 the St. Charles Parish Council approved Ordinance No. 21-4-7 to authorize an Agreement between St. Charles Parish and GIS Engineering, LLC for the design of the Montz Pump Station (Parish Project No. P210301); and,

WHEREAS, the contract amount of \$50,000.00 for permitting work has been exceeded due to the request by Canadian National (CN) to complete the Utility Crossing Encroachment packet for the required waterline design, prior to going to bid for the construction project; and,

WHEREAS, this request is beyond the initial scope to be completed by the design engineer, and will involve more geotechnical investigation beyond the original report gatherings; and,

WHEREAS, St. Charles Parish desires for GIS Engineering, LLC to coordinate and complete all necessary components of the Utility Crossing Encroachment packet; and,

WHEREAS, St. Charles Parish and GIS Engineering, LLC have mutually agreed to an increase of \$40,000.00 (overall total not to exceed \$90,000.00) to complete permitting work; and,

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

Project Scope Continued (Amendment No. 1):

Additional Services

Permitting: The ENGINEER shall complete the Utility Crossing Encroachment packet and submit to Canadian National (CN). The ENGINEER shall coordinate with CN to answer any and all questions regarding the packet, make any necessary corrections and resubmit the packet as required. The ENGINEER shall ensure that this packet as approved by CN is placed within the Bid Documents for the project.

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

Project Schedule Continued (Amendment No. 1):

The ENGINEER shall complete the Utility Crossing Encroachment packet within 60 days of Notice to Proceed (NTP) and submit to Canadian National (CN) upon completion.

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

Project Cost Continued (Amendment No. 1):

Additional Services

Permitting: \$40,000.00 (not to exceed total for project of \$90,000.00)

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: 12/6/22

GIS ENGINEERING, LLC
By: _____
Dustin Malbrough
Date: _____

2022-0337
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 22-12-6
An ordinance approving and authorizing the execution of a Professional Services Agreement with AIMS Group, Inc., to perform engineering services for Ormond Oaks Channel (Project No. P210203), in the not to exceed amount of \$29,900.00.
WHEREAS, St. Charles Parish desires to have a feasibility and constructability study done for the Ormond Oaks channel in Destrehan; and,
WHEREAS, the existing Ormond Oaks channel servitude restricts proper maintenance; therefore a solution needs to be defined to allow for increased stormwater conveyance and improved maintenance activities; and,
WHEREAS, the Professional Services Agreement between St. Charles Parish and AIMS Group, Inc. 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 AIMS Group, Inc., to perform engineering services as required by the Department of Public Works, for the Ormond Oaks Channel (Project No. P210203) in the not to exceed amount of \$29,900.00 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, BELLOCK, FISHER
NAYS: NONE
ABSENT: DUFRENE, FISHER-CORMIER
And the ordinance was declared adopted this 5th day of December, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: December 16, 2022
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: December 16, 2022
AT: 2:59pm 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 AIMS GROUP, INC., 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 ORMOND OAKS CHANNEL Project No. P210203 as described in Ordinance No. 22-12-6 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:

ORMOND OAKS CHANNEL
Project No. P210203

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 COMPLIANCE WITH FEDERAL AND STATE LAWS

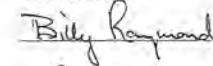
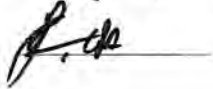
CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

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

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

WITNESSES:

ST. CHARLES PARISH


By: Matthew Jewell
Parish President

12/6/22
Date:

WITNESSES:

AIMS GROUP, INC.

By: Thomas R. L'Hoste, P.E.
Principal Engineer/President

Date:

ATTACHMENT "A"
PROJECT SCOPE

ORMOND OAKS CHANNEL
Project No. (P210203)

The Scope of Work is as follows:

Development of a feasibility and constructability study to determine possible drainage solutions for the Ormond Oaks Channel. The existing channel has a deep cross section with steep side slopes, encouraging erosion and restricting proper maintenance. This study shall provide the Owner with options on how to improve the channel cross section for adequate stormwater conveyance and provide access for maintenance activities.

If deemed necessary, the Owner may amend this contract at a later date to include Basic Services as described below to design the chosen solution from the Feasibility/Constructability Study.

FEASIBILITY/CONSTRUCTABILITY STUDY (CONCEPTUAL) PHASE

Upon written authorization from OWNER, CONSULTANT shall:

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

PART 1 – BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

Upon written acceptance by OWNER of the Feasibility/Constructability Study, selection by OWNER of a recommended solution, and upon written authorization from OWNER, CONSULTANT shall:

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

B. FINAL DESIGN PHASE

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

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

- f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions. CONSULTANT's services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

C. BID PHASE

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

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

D. CONSTRUCTION PHASE

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

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

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

PART 2 – ADDITIONAL SERVICES

A. GEOTECHNICAL INVESTIGATION (IF DEEMED NECESSARY)

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT 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 (IF DEEMED NECESSARY)

CONSULTANT 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
- 7. Railroad Permitting

CONSULTANT 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) (IF DEEMED NECESSARY)

CONSULTANT shall furnish a Resident Project Representative ("RPR"), at the request of the OWNER to assist CONSULTANT 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 CONSULTANT's representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

- RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT 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 CONSULTANT.
- Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
- Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
- Comply with Site safety programs.
- Serve as CONSULTANT's liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
- Report to CONSULTANT 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.
- 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 CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- 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 CONSULTANT.
- Immediately inform CONSULTANT 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.
- Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, 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.
- Participate in CONSULTANT'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.
- Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- Resident Project Representative shall not:
 - Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
 - 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.
 - 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

ORMOND OAKS CHANNEL
Project No. (P210203)

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
Feasibility/Constructability Study (Conceptual) Phase	60
Preliminary Design Phase	TBD
Final Design Phase	TBD
Bid Phase	TBD
Construction Phase	TBD

Time for Completion

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

ATTACHMENT "C"
PROJECT COMPENSATION

ORMOND OAKS CHANNEL
Project No. (P210203)

OWNER shall pay CONSULTANT a Not to Exceed amount of \$29,900.00 for the Feasibility/Constructability Study (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.

- The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.
- Compensation for Feasibility/Constructability Study (Conceptual) Phase work will be included in the overall Basic Services design fee, as based on a percentage of the estimated construction cost developed during the Feasibility/Constructability Study Phase.

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

- The total compensation for basic services as described in Attachment A is estimated to be \$TBD based on the following estimated distribution of compensation:
 - Preliminary Design Phase (30%) \$TBD
 - Feasibility/Constructability Study (Conceptual) Phase included within \$ 29,900.00
 - Final Design Phase (40%) \$TBD
 - Bid Phase (5%) \$TBD
 - Construction Phase (25%) \$TBD
- CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent

with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

- The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

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

- Geotechnical Investigation \$TBD (if deemed necessary)
- Permitting \$TBD (if deemed necessary)

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services (if deemed necessary) as follows:

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

Attachment C-1

FEE SCHEDULE
AIMS GROUP, INC.

Category of Personnel	Payable Hourly Rate
Principal/Officer	\$280.00
Project Manager	\$240.00
Registered Engineer	\$180.00
Engineer Intern	\$130.00
CADD Technician	\$120.00
CADD Draftsman	\$90.00
Clerical	\$75.50
Resident Inspector	\$92.00

2022-0338

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

ORDINANCE NO. 22-12-7

An ordinance approving and authorizing the execution of a contract with Cycle Construction Company, LLC, for the Hydraulic Bottleneck Near Destrehan P.S. No. 2, (Project No. P190507) in the amount of \$2,264,960.00.

WHEREAS, Ordinance No. 19-7-1 adopted on July 1, 2019, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Evans-Graves Engineers, Inc., to perform engineering services for Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507) also known as a project that improves conveyance capacity in a canal in the vicinity of Destrehan Pump Station (P.S.) No. 2. (Parish Project Number P190507); and,

WHEREAS, sealed bids were received by St. Charles Parish on October 18, 2022, for Parish Project No. P190507 Hydraulic Bottleneck Near Destrehan P.S. No. 2; and,

WHEREAS, Evans-Graves Engineers, Inc., the Engineer for the Project, has reviewed the bids and recommends that the contract be awarded to the lowest bidder, Cycle Construction Company, LLC, in the total amount of \$2,264,960.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Cycle Construction Company, LLC, for the construction of St. Charles Parish Hydraulic Bottleneck Near Destrehan P.S. No. 2, (Project No. P190507) is hereby approved and accepted in the amount of \$2,264,960.00.

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, FONSEGA, DARENSBOURG GORDON, CLULEE, GIBBS, BELLOCK, FISHER

NAYS: NONE

ABSENT: DUFRENE, FISHER-CORMIER

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

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapadula
CLVD/PARISH PRESIDENT: December 16, 2022
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: December 16, 2022
AT: 2:59pm RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 6th day of December, 2022, by Cycle Construction Company, LLC, hereinafter called the "Contractor", whose business address is 6 E 3rd St. Kenner, LA 70062, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

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

Project Name: Hydraulic Bottleneck Near Destrehan P.S. No. 2 Project Number: P190507

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Evans-Graves Engineers, 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 September 6, 2022, Addenda number(s) 1, 2, 3, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.04 The Work is generally described as follows: furnishing and installing steel sheet piling and cap, including a tieback and anchor system over a gas pipeline corridor, excavation in an existing canal, and removal of existing sheet piling and tiebacks.

ARTICLE 2

ENGINEER

2.01 The Project has been designed by Evans-Graves Engineers, 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 the Work under the Contract within One Hundred Twenty (120) 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 One Thousand Five 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) (\$2,264,980.00) Two Million Two Hundred Sixty-four Thousand Nine Hundred Sixty Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
a) Contract (Section 00500)
b) Performance Bond (Section 00611)
c) Payment Bond (Section 00610)
d) Insurance Certificates
e) Advertisement for Bids (Section 00010)
f) Louisiana Uniform Public Works Bid Form (Section 00300)
g) Addenda (Numbers 1 to 3 inclusive)

- h) Contract documents bearing the general title "Hydraulic Bottleneck Near Destrehan P.S. No. 2, St. Charles Parish Project No. P190507" dated September 6, 2022.
- i) Drawings, consisting of a cover sheet dated) September 6, 2022 and the sheets listed on Drawing One (1): each sheet bearing the following general title: "Hydraulic Bottleneck Near Destrehan P.S. No. 2, St. Charles Parish Project No. P190507"
- 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: President

CONTRACTOR: Cycle Construction Compar

By: Jonathan N. Kernion, Jr.
Title: Vice President

ATTEST:

By: Schlesinger
Title: Director of Communications

ATTEST:

By: Betty Oshiet
Title: Contract Administrator

2022-0348

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

RESOLUTION NO. 6679

A resolution approving and authorizing the execution of a Supplemental Agreement No. 1 for LA 52 (Paul Maillard Rd.) Phase 1 project, State Project No. H.013494, Federal Aid Project No. H013494; to the existing Entity/State Agreement, Lighting Agreement, and Sidewalk Agreement between the State of Louisiana Department of Transportation and Development (DOTD) and St. Charles Parish.

WHEREAS, Resolution No. 6417, approved June 17, 2019, authorized the execution of an Entity/State Agreement, a Lighting Agreement, and a Sidewalk Agreement between DOTD and St. Charles Parish; and,

WHEREAS, it is necessary to amend Article II: Funding: Funding Table for Roadway Control Section 845-03, to replace Utility (Clearance/Permits/Relocation) Percentage Funded by Entity at 100% to 20% and Percentage Funded by DOTD to 80%. Comment on line shall include "80% Federal-0% State"; to update Article XIX: Compliance with Civil Rights, and to add Article XXIV: Venue Clause; and,

WHEREAS, DOTD is agreeable to the implementation of this Project and desires to cooperate with St. Charles Parish, as provided.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST CHARLES PARISH COUNCIL hereby approve and authorize the execution of the Supplemental Agreement No. 1 for LA 52 (Paul Maillard Rd.) Phase 1 project, State Project No. H.013494, Federal Aid project No. H013494; to the existing Entity/State Agreement, Lighting Agreement, and Sidewalk Agreement between the State of Louisiana Department of Transportation and Development (DOTD) and St. Charles Parish.

BE IT FURTHER RESOLVED, that the Parish President is hereby authorized to execute said Supplemental Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

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

NAYS: NONE

ABSENT: DUFRENE, FISHER-CORNIER

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

CHAIRMAN: Bar Fieding
SECRETARY: Michelle Duprat
CLVD/PARISH PRESIDENT: December 6, 2022
APPROVED: Matthew Jewell DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: December 6, 2022
AT: 2:59pm RECD BY: [Signature]

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUPPLEMENTAL AGREEMENT NO. 1
STATE PROJECT NO. H.013494
FEDERAL AID PROJECT NO. H013494
LA 52 (PH1): BLUEBERRY HILL - ANGUS DR
ST. CHARLES PARISH

THIS SUPPLEMENTAL AGREEMENT NO. 1, is made and executed in two originals on this day of , 20 , by and between the **Department of Transportation and Development**, through its Secretary, hereinafter referred to as **DOTD**, and the **St. Charles Parish**, a political subdivision of the State of Louisiana, hereinafter referred to as **Entity**.

WITNESSETH: That;

WHEREAS, the DOTD and Entity previously entered into a formal agreement, dated **July 09, 2019**, to finance improvement projects under the direct administration of DOTD to remove and replace the existing roadway, construct a sidewalk and shared-use path, and install subsurface drainage, lighting, and landscaping in Luling and Boutte in St. Charles Parish; and

WHEREAS, it is necessary to amend Article II: Funding: Funding Table for Roadway Control Section 845-03, to replace Utility (Clearance/Permits/Relocation) Percentage Funded by Entity at 100% to 20% and Percentage Funded by DOTD to 80%. Comment on line shall include "80% Federal - 0% State"; to update Article XIX: Compliance with Civil Rights; and to add Article XXIV: Venue Clause;

WHEREAS, DOTD is agreeable to the implementation of this Project and desires to cooperate with the Entity, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

1.

ARTICLE II: FUNDING is hereby amended to update the funding table for Roadway Control Section 845-03 to read as follows:

Funding Table ¹ Roadway Control Section 845-03			
Method of Payment	Disbursement		
	Percentage Funded By Entity ²	Percentage Funded By DOTD ^{3,4}	Comments
Environmental Process	100%	0%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Services	100%	0%	
Acquisition and Relocation	100%	0%	
Utility (Clearance/Permits/Relocation) ⁵	20%	80%	80% Federal ; 0% State
Construction	20%	80%	80% Federal ; 0% State
Construction Engineering and Inspection	0%	100%	
Non-Infrastructure Enhancements	100%	0%	

2.

Article XIX: COMPLIANCE WITH CIVIL RIGHTS is hereby updated and amended to read as follows:

The Entity agrees to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Entity agree not to discriminate in employment practices, and shall render services under the Agreement without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, disability, or in any matter relating to employment.

Any act of discrimination committed by either party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

4.

Article XXIV: VENUE is hereby added to the Agreement and reads as follows:

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

5.

The DOTD and the St. Charles Parish agree that all provisions of the original agreement between the parties, dated July 09, 2019, to the extent not inconsistent with this Supplemental Agreement No. 1, to the Original Agreement, shall remain in full force and effect.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

ST. CHARLES PARISH

Billy Raymond
[Signature]

BY: *Matthew Jewell*
Matthew Jewell
Typed or Printed Name
Parish President
Title
72-6001208
Taxpayer Identification Number

Unique Entity ID Number (SAM)
20.205
CFDA Number

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____
Division Head

2022-0316

RESOLUTION NO. 6680

A resolution appointing a member to the South Central Louisiana Human Services Authority Board.

WHEREAS: there exists a vacancy on the **SOUTH CENTRAL LOUISIANA HUMAN SERVICES AUTHORITY BOARD**; due to the expiration of the term of Ms. Barbara Fuselier on January 1, 2023; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, that Ms. Barbara Fuselier
118 Cottage Drive, Luling, LA 70070
is hereby appointed to the **SOUTH CENTRAL LOUISIANA HUMAN SERVICES AUTHORITY BOARD**.

BE IT FURTHER RESOLVED, that said appointment shall be effective **JANUARY 1, 2023** and shall expire **JANUARY 1, 2026**.

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

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

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

(APPROV'T) South Central Human Services Authority

CHAIRMAN: *Bob Fidler*
SECRETARY: *Michelle Impastato*
DLVD/PARISH PRESIDENT: *December 16, 2022*
APPROVED: *[Signature]* DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: *December 16, 2022*
AT: *2:59 pm* RECD BY: *[Signature]*

2022-0317

RESOLUTION NO. 6681

A resolution appointing a member to the Regional Planning Commission.

WHEREAS, Ordinance No. 16-12-4 was adopted by the St. Charles Parish Council on December 12, 2016, to approve the re-establishment of a Regional Planning Commission to include the Parishes of St. Charles and St. John the Baptist jointly with the Parishes of Jefferson, Orleans, Plaquemines, St. Bernard, St. Tammany, and Tangipahoa; and,

WHEREAS, by virtue of this Resolution, the Governing Authority of St. Charles Parish shall appoint a member to the Regional Planning Commission who must not otherwise hold elected or appointed office in the Parish of St. Charles and approved by the Parish President.

NOW THEREFORE, BE IT RESOLVED, that Mr. Garrett C. Monti
306 Lac Iberville Drive, Luling, LA 70070
is hereby appointed to the **REGIONAL PLANNING COMMISSION**; and,
BE IT FURTHER RESOLVED, that said appointment shall be effective

JANUARY 8, 2023 and shall expire **JANUARY 8, 2028**.

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

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

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

(APPROV'T) Regional Planning Commission

CHAIRMAN: *Bob Fidler*
SECRETARY: *Michelle Impastato*
DLVD/PARISH PRESIDENT: *December 16, 2022*
APPROVED: *[Signature]* DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: *December 16, 2022*
AT: *2:59 pm* RECD BY: *[Signature]*

2022-0318

RESOLUTION NO. 6682

A resolution appointing a member to the Regional Planning Commission.

WHEREAS, Ordinance No. 16-12-4 was adopted by the St. Charles Parish Council on December 12, 2016, to approve the re-establishment of a Regional Planning Commission to include the Parishes of St. Charles and St. John the Baptist jointly with the Parishes of Jefferson, Orleans, Plaquemines, St. Bernard, St. Tammany, and Tangipahoa; and,

WHEREAS, by virtue of this Resolution, the Governing Authority of St. Charles Parish shall appoint a member to the Regional Planning Commission who must not otherwise hold elected or appointed office in the Parish of St. Charles and approved by the Parish President.

NOW THEREFORE, BE IT RESOLVED, that Pastor Thomas Hines
P.O. Box 1776, Luling, LA 70070

is hereby appointed to the **REGIONAL PLANNING COMMISSION**; and,

BE IT FURTHER RESOLVED, that said appointment shall be effective **JANUARY 8, 2023** and shall expire **JANUARY 8, 2028**.

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

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

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

CHAIRMAN: *Bob Fidler*
SECRETARY: *Michelle Impastato*
DLVD/PARISH PRESIDENT: *December 16, 2022*
APPROVED: *[Signature]* DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: *December 16, 2022*
AT: *2:59 pm* RECD BY: *[Signature]*

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

PUBLISH: December 15, 2022

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

SATELLITE CENTER ROOF REPLACEMENT
285 JUDGE EDWARD DUFRESNE PKWY.
LULING, LOUISIANA 70070

Bids will be received at the **St. Charles Parish School Board**, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at **9:00 A.M., LOCAL TIME, JANUARY 12, 2023**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit by visiting the public projects area at www.cityblueprint.com. Printed copies are available from the Architect, Meyer Engineers, Ltd., 4937 Hearst Street, Suite 1B, Metairie, LA 70001 (Phone: (504) 885-9892) upon payment of a deposit of **\$50.00 cash for each set of documents for hard copy set and /or a non-refundable fee of \$25 for an electronic set on compact disk**. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders.

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

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

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held at the **St. Charles Parish School Board Dufresne Conference Room**, 13855 River Road, Luling, LA on **Thursday, January 5, 2023, at 9:00 a.m.** Attendance at this pre-bid conference is **MANDATORY**.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: December 15, 2022
December 22, 2022
December 29, 2022

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

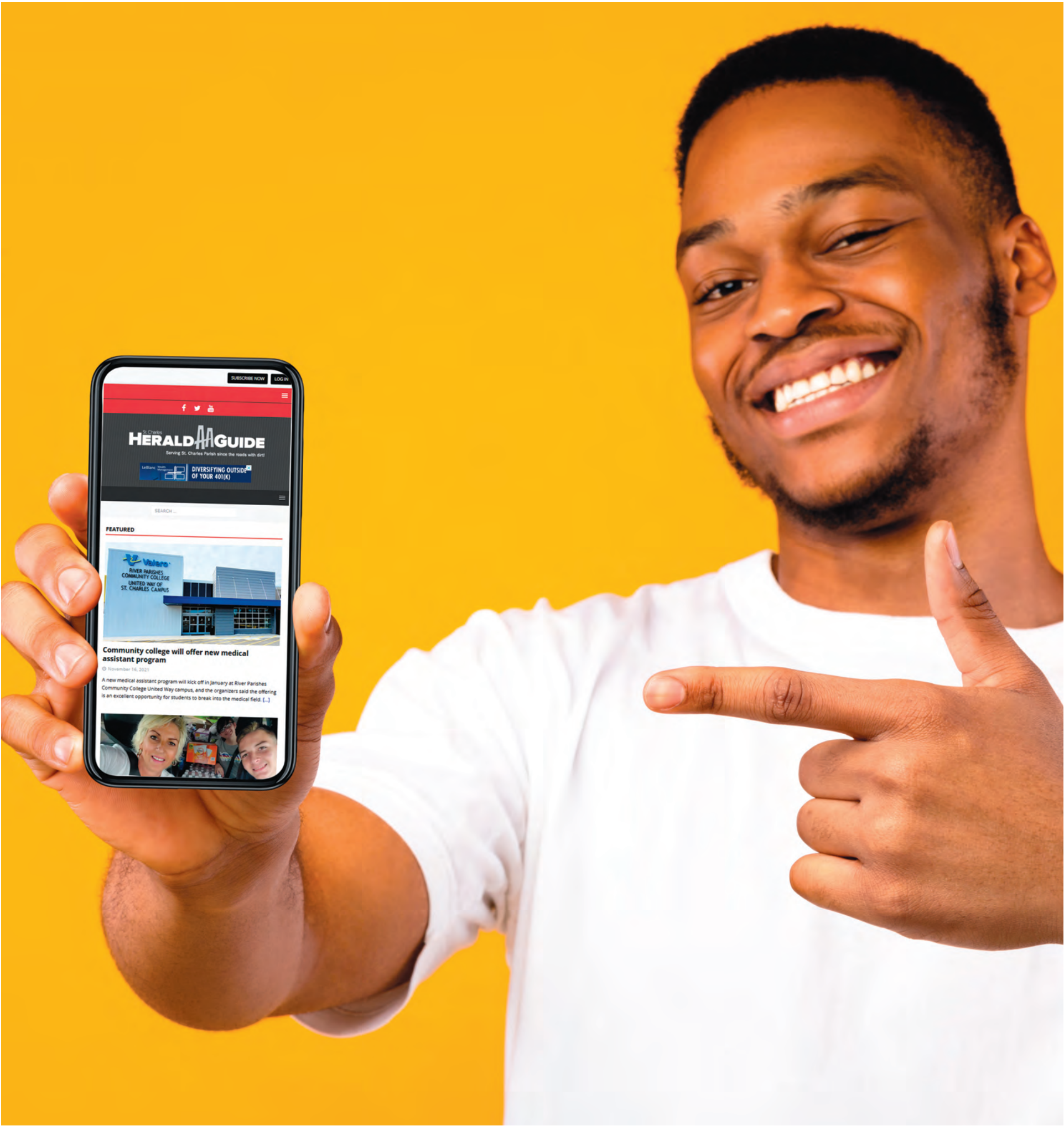
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