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3 bands on tap for parish's fireworks show

Kahlil Turner Editor
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St. Charles Parish will hold its annual Independence Day Celebration at the West Bank Bridge Park on July 3, with activities to begin at 5:30 p.m.

"This year's start time is now 5:30 p.m. instead of 6 p.m. in previous years,"

Samantha de Castro, St. Charles Parish Director of Communications, said. "We have more entertainment than we've ever had, we're getting the party started early!"

Thanks in part to a collaboration between nonprofit The Feather Fund NOLA, River Parishes Tourist Commission and Shell, this year's event promises more free

live entertainment, including local bands Bucktown All-Stars, Big 6 Brass Band and A Tribe Called Gumbolia, with the national anthem to be sung by local singer Carlie Dalgo. Food, family activities and more are planned. Opening ceremonies will

FIREWORKS on 4A

Soccer squad surges to nationals



TURN to 1B

DHS robotics makes impact on world stage



TURN to 2A

New snowball and ice cream shop opens in Luling

Kahlil Turner Editor
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Husband and wife entrepreneurs Michael Hernandez Sr. and Tara Hernandez recently announced the opening of their new snowball and ice cream shop, Pop's Sugar Shack, located at 12439 US-90 in Luling.

The couple's new shop, located next to Pizza Hut, promises a wide variety of snowball flavors along with a few specialty flavors, along with scooped ice cream, floats, shakes, homemade chili, nachos and other snack-related items. The decision to open their new shop came about after getting feedback from friends in the local area.

"I've always loved snowballs...and my grandkids love that I've always owned



Pop's Sugar Shack owner Michael Hernandez Sr, known as 'Pop' to his grandchildren, shares a shake with his youngest grandson Adan.

my own snowball machine," Hernandez Sr. said. "We received encouragement

POP'S SHACK on 5A

School Board votes to raise teacher pay for second straight year

Ryan Arena Editor
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For the second consecutive year the St. Charles Parish School Board voted in favor of raising pay rates of both current and future employees.

The board made it official mid-June at its monthly meeting, the move made with an eye on remaining competitive in retaining current employees and attracting future ones and in response to staffing shortages seen across the field of education.

Dr. Ken Oertling, St. Charles Parish Public Schools Superintendent, said the district's employees have earned it.

"The School Board recognizes the dedication and hard work of the employees of St. Charles Parish Public



Schools," said Oertling. "Each and every employee, regardless of job title, makes a difference - either directly or indirectly - in the educational journey of students in St. Charles Parish. Our community and stakeholders demand

SCHOOL on 5A

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Lifelong friends open seafood market in Des Allemands

Kahlil Turner Editor
kturner@heraldguide.com

Lifelong friends and now business partners Brent Roger, Donald Spahr and Ted Bergeron recently opened their new seafood market 3 Piers Seafood in May, situated at 3702 Highway 90 East in Des Allemands.

Co-owner Ted Bergeron says the three partners first began talks of opening their own seafood market together some two decades ago and are now seeing their dream become reality.

“We had a vision 20-plus years ago to have a market that would complement the restaurants we operate,” Bergeron explained of their new seafood market operation. “We get to look at and choose the best fresh seafood to deliver to our restaurants and communities...it’s a win-win.”

Two of the seafood market’s partners, Donald Spahr and Brent Roger, also happen to own and operate well-known St. Charles Parish eatery Spahr’s.

With a location in catfish capital Des Allemands, the seafood market offers only wild-caught catfish, Bergeron said, while offering many sizes of both fresh and frozen shrimp depending on the season. Partnerships with local boats allow the new store to bring in fresh fin fish daily.

“We currently have beautiful snapper and grouper,” Bergeron said of their store’s selection of seafood. “We get whole tuna that we process in-house, and our crawfish has been outstanding this season.”

The three partners chose the name of their business, 3 Piers Seafood Market, as a nod to their lifelong friendship along with a little



cutline New seafood market 3 Piers Seafood displays a variety of its fresh fin fish on display and for sale this past week in Des Allemands.

marine-related wordplay.

“It was a play on words...three lifelong friends and peers, and the ‘piers’ are the foundation of a wharf – it just fit us,” Bergeron said.

Located next to Spahr’s Seafood Restaurant in Des Allemands, 3 Piers Seafood Market is open Wednesday and Thursday, 10 a.m. to 6 p.m., Friday and Saturday from 10 a.m. to 7 p.m., and Sundays 10 a.m. to 2 p.m.. The new 3 Piers Seafood Market is open Monday and Tuesday for call ahead preorders only.

Bergeron reports running a seafood business with his partners seems like a natural extension of their upbringing and the work around water they’ve enjoyed all their lives.

“The bayous and lakes were our playgrounds since childhood,” Bergeron said of he and his partners’ childhoods growing up around seafood. “We’ve been deckhands, picked crabs and cleaned fish growing up...we’ve been around seafood and restaurants our entire lives.”

SEAFOOD MARKET on 5A



The Destrehan robotics team performed when the lights were brightest at the World Championship tourney.

Destrehan robotics changes gameplan, finishes as World Championship semifinalist

Ryan Arena Editor
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Prior to qualifying for the World Championship competition, the Destrehan High School Robotics team turned on the film and broke it down. Then some harsh truths were laid out.

“We watched the footage of every match ... the last six matches of (the Bayou) regional” said DHS robotics coach Brian Young. “We broke down every second ... why did we do this here, what were we

thinking about in this spot ... we broke it down and we were brutally honest.

“We saw a few things and fixed a few more. There were some embarrassing moments, but it’s how you get better.”

That pain led to considerable gain. Destrehan, coming off of an already strong performance

ROBOTICS on 5A



ST. CHARLES PARISH
INDEPENDENCE DAY
CELEBRATION

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FIREWORKS AT 9PM**

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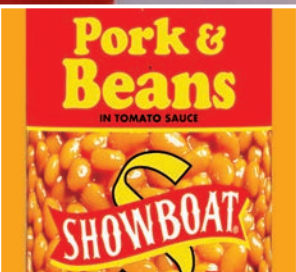
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32 pack

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8:00 PM

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8:00 PM

JULY 24



6:00 PM



8:00 PM



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Centrally located detention center,
increased penalties for fentanyl
part of legislative session

Kahlil Turner Editor
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Louisiana legislators wrapped up the 2023 Regular Session earlier this month, balancing the state’s budget with \$43.7 billion for ordinary operating expenditures, a \$113.6 million increase over the 2022 to 2023 fiscal year. Approximately 894 bills were filed during Regular Session, 661 of those generated by the House, and 233 brought forth by the Senate.

State Representative Greg Miller of Destrehan, who has held his District 56 seat since 2011, said the No. 1 bill of this recent session he was directly involved in was House Bill 359, which seeks to create the River Parishes Juvenile Justice District for St. Charles, St. John, St. James, Assumption and Ascension Parishes, known collectively as the ‘Holy Parishes.’

“Basically, before [juveniles] go to court and have their trials, sometimes they need to be in a secure setting,” Miller explained of this bill and the need it addresses. “We don’t have the beds – St. Charles doesn’t have the capability, nor does St. John, St. James, Assumption or even Ascension.”

St. Charles Parish and other local parishes have been sending juveniles out to Terrebonne or St. Bernard parishes for housing while awaiting trial, parishes that oftentimes have limited juvenile beds. Due to capacity constraints, St. Charles Parish is sometimes forced to send juveniles out of state to nearby Mississippi. The entire process, Miller said, has become overly expensive for



State representative Greg Miller of Destrehan, of District 56.

all parishes involved, from housing, transportation and the specialized supervision of juveniles, and it has also made it difficult for families to regularly visit when their children are sent so far away.

Miller said House Bill 359 lays the groundwork to help solve these problems all at a lower cost for the ‘Holy Parishes’ including St. Charles by

establishing a centrally located youth detention center situated closer to home. A commission will first be appointed by sheriffs and district attorneys of the various parishes before developing a plan and budget, which will then be presented to voters for final approval.

Miller said the Louisiana legislature worked hard during the 2023 Regular Session to address the fentanyl drug crisis that has continued to plague Louisiana and several other states. Much of the fentanyl supply making its way into Louisiana, Miller mentioned, can largely be attributed to product brought in from Mexico and China. At least four legislative measures arising out of the recent session – House Bill 586, House Bill 90, SB 49 and HCR 7 -all seek to specifically address fentanyl issues in Louisiana.

“We’ve increased the penalties for fentanyl, and we also passed legislation that would allow U.S. citizens and the attorney general to be able to get the

WRAP-UP on 6A

FIREWORKS from 1A

begin at 6:15 p.m., and the parish’s much anticipated Fireworks Spectacular display will begin at 9 p.m..

Local nonprofit organizations will be on site selling food and drink items at the event. Items to be sold include hot dogs, jambalaya and pastalaya, pork rinds, seafood nachos, popcorn, desserts, candy, snoballs, lemonade, tea and soft drinks. No alcohol will be sold, but residents are permitted to bring their own alcohol, ice chests and folding chairs to the event.

“This is one of my favorite events that the parish hosts as it brings so many members of our community together to celebrate our great nation and our independence,” President Matthew Jewell said. “I am thrilled that we expanded our entertainment lineup this year and look forward to seeing our families come out and enjoy top-notch music and fun, plus some amazing fireworks - all for free, which is hard to come by these days!”

Parish officials remind attendees pets, glass bottles and poppers are not allowed in West Bank Bridge Park. Those wishing to view the fireworks show are encouraged to arrive early. The state fire

marshal has ordered no one be allowed to enter or leave the park for up to 30 minutes before and after the fireworks show.

The West Bank Bridge Park, including the parking lot near the levee, will be closed the afternoon of July 2 in anticipation of this event, and the public will not be allowed to use the bike path, drive or walk past barricades present near the levee during fireworks setup.

“There is reserved parking for handicap and military only at the Bridge Park, others can park at the School Board parking lot or the Lafon Center and walk to the park,” de Castro mentioned regarding parking for the event.

Drivers should note I-310 southbound and northbound off-ramps to River Road/LA 18 will be closed 15 minutes before the fireworks and throughout the show, and River Road/LA 18 will be closed from Ashton Road to the School Board Office.

For more information regarding this year’s Independence Day Celebration, visit St. Charles Parish online at www.st-charlesparish.gov.

WRAP-UP from 4A

help of private attorneys to sue China, or companies in China, that are shown to be flooding our market with this fentanyl and sending the precursors of fentanyl,” Miller said of the recent measures designed to address fentanyl.

On the education front, numerous bills geared towards improving education were brought forth including House Bill 12, which aims to help prevent children in the third grade from getting promoted to fourth grade when reading deficiencies have not been remedied by the end of their third grade of school. The measure was largely designed to help students, Miller said, rather than punish them, to ensure they are being

promoted only after they achieve proper literacy levels.

“It’s not a punitive measure,” Miller said of House Bill 12. “We want to be able to get [third grade students] proficient. If they can’t pass, if they’re not proficient, [we want to be able to] give them extra help and training and not just push them forward.”

Given the property insurance crisis many coastal Louisiana residents have faced, Miller said legislators introduced numerous insurance-focused measures including House Bill 183, which seeks to prevent some of the assignment of benefits problems that plagued Florida’s insurance marketplace in recent years, causing many insurers to go insolvent.

“It was a horrible mess, and it was not serving the insured,” Miller said of the assignment of benefits issues. “We wanted to limit those circumstances in which you could assign your benefits.”

Representative Miller recently announced he would seek the Louisiana State Senate District 19 seat in the upcoming October 14 election. The seat is being vacated by Senator Gary Smith Jr., who is term limited and unable to seek re-election. District 19 encompasses all of St. Charles Parish, generous portions of Lafourche Parish, the majority of the East Bank of St. John the Baptist Parish along with select areas in Jefferson Parish including Waggaman and Kenner.

Sheriff’s Reports

Suspects are innocent until proved guilty in a court of law

Arrests

- **Michael Doherty Jr., 32**, of 253 Clayton Drive in Norco, was arrested June 23 and charged with first-degree rape and felony carnal knowledge of a juvenile.
- **Michael Williams, 28**, of 504 Belle Ormond Circle in Destrehan, was arrested June 26 and charged with domestic abuse battery/child endangerment.
- **Gean Washington Jr., 55**, of 115 Ponderosa Lane in Boutte, was arrested June 20 and charged with failure to register and notify as a sex offender. He was a fugitive with an attachment.
- **Elliot Jasmin, 41**, of 1700 Vintage Drive in Kenner, was arrested June 26 and charged with possession of suboxone, possession of marijuana, traffic violation and distribution of heroin. He was a fugitive (four counts).
- **Leopold Larousse, 44**, of Raceland, was arrested June 26 and charged with possession with intent to distribute methamphetamine, traffic violation and resisting an officer.



Real Estate Transactions

- **213 Allie Lane in Luling** sold for \$229,000 by Kristy Mata to Vincent McCray.
- **720 St. Rose Avenue in St. Rose** sold for \$250,000 by Alberto and Donna Miranda to Coastal Mapping and Sciences LLC.
- **12713 Hwy. 90 in Luling** sold for \$955,000 by TBL Ventures LLC to Empire Enterprises LLC.
- **405 Ashton Oaks Lane in Destrehan** sold for \$58,000 by Tara and Michael Hernandez to Robert Brou Jr.
- **182 Rue Landry Road in St. Rose** sold for \$399,000 by Nicolaides Residential LLC to Lori Bernard.
- **200 Country Cottage Blvd. in Montz** sold for \$338,000 by Joshua and Erin Perry to Connie and Curtis Boudreaux.

St. Charles

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St. Charles
HERALD-*AG*GUIDE
2023
**INDUSTRY
SPOTLIGHT**

Industry in and around St. Charles Parish plays an important role in the continued growth of the region. St. Charles' workforce, excellent school system and readily available materials for manufacturing are all reasons businesses have flocked to the area. While our industrial companies provide jobs for thousands of local workers, they also offer support to our community. Inside, learn how companies like Valero, Dow, Shell, Rain Carbon, IMTT, Bayer and the Port of South Louisiana show their commitment to our community and the people that live here.

IMTT Focuses on SAGE Core Values for 2023

Early January is a time for New Year resolutions and a renewed focus on important goals. Earlier this year IMTT’s CEO, Carlin Conner, used this time as an opportunity to launch SAGE, IMTT’s collection of core values that underpin all aspects of our company’s operations.

S—Safety First

At IMTT Safety comes first. People are IMTT’s most important asset and their safety is our greatest responsibility. IMTT makes all business decisions with the safety of people as a primary consideration. Every IMTT employee or contractor is accountable for conducting operations in a safe manner at all times. All personnel, regardless of position, have the right to suspend any operation that they believe constitutes an immediate hazard to people or the environment.

The Company’s commitment to



safety also includes comprehensive facility security plans that are compliant with Homeland Security requirements. Diligent implementation of these plans ensures the protection of our employees, contractors, visitors, and surrounding communities.

A—Always Do the Right Thing

IMTT’s most important license to operate is issued by the communities in which we operate. IMTT supports our communities through charitable donations and volunteerism, and we regularly engage with local residents through our Community Advisory Panels. 1 Recent donations from IMTT include sponsoring the Ed Reed Academy football camp, equipment for the St. Rose Volunteer Fire Department, and the Destrehan

Booster Club. IMTT also meets seasonally with the employees of the St. Rose Community Center to identify needs and opportunities to help the center. Such activities in 2023 have included underwriting monthly “Lunch and Learns”, a children’s Mardi Gras king cake decorating and tasting event, and an Easter egg hunt.

Recent volunteer activities include a visit to St. Rose Elementary and Albert Cammon Middle School to celebrate Earth Day. During the visit, IMTT environmental engineers discussed recycling, composting, and the role of pollinators in our ecosystem. Students were able to plant wildflower seeds in compostable peat pots with potting mix from

a composting center in New Orleans. IMTT also has employees who play active roles in local non-profit organizations, such as the Rotary Club of St. Charles and the River Region’s Chamber of Commerce.

G—Greener and Cleaner

When Riverstone Holdings LLC acquired IMTT in December of 2020, 41% of IMTT’s revenue was associated with the handling of non-petroleum products, such as renewable diesel feedstocks, renewable diesel, vegetable and tropical oils, and chemicals. Over the last two and half years, the company has invested nearly \$500 million in growth capital in our Greener and Cleaner segment—including the Diamond Green Diesel partnership in St. Charles Parish. Projects and investments like this help IMTT to become a stronger and more sustainable company.

We recognize our responsibility to consume energy as efficiently as possible. IMTT is continually looking for ways to decrease our carbon-intensive energy usage where possible. Details on IMTT’s carbon footprint and our Environmental, Social, Governance (ESG) program can be found in our annual sustainability report, located at www.imtt.com/stewardship.

E—Empowered to Win Together

All IMTT employees are provided with the opportunity to work under fair

IMTT on 16A



Rain Carbon: On a sustainable journey for its customers, communities and employees

At Rain Carbon Inc., there is a firm understanding that nothing will have a greater impact on the success of its business than the company’s sustainability efforts and ability to meet the related needs of customers and communities where it operates. Just as important, the company understands that its commitment to “doing what’s right” when it comes to acting as a responsible corporate citizen will play a crucial role in its ability to retain and attract the skilled employees required to make its business successful.

“By building on more than 150 years of industry leadership and innovation, we are working to accelerate the transformation of our industry in a world committed to cleaner, lighter and faster products and manufacturing applications,” says Gerry Sweeney, president of the Connecticut-based company with a significant presence in Louisiana. “Our ability to convert industrial by-products into essential materials for sustainable 21st-century applications while using environmentally friendly practices also provides the dual benefit of creating new market opportunities for our company and driving long-term value.”

Sweeney acknowledges that attaining the company’s goal of becoming the most sustainable company in its industry “won’t be easy or fast, but we are absolutely up to the challenge.”

In fact, Rain Carbon’s sustainability journey is well underway at its four calcination plants in Louisiana – Norco, Chalmette, Gramercy and Lake Charles – as well as its other calcination, distillation and advanced materials production facilities in the United States, Belgium, Canada, Germany, India, Poland and Russia.

In the course of the company’s daily operations, the sustainability efforts in its Carbon and Advanced Materials segments begin with the “upcycling” of green



petroleum coke (GPC) and coal tar. By extracting additional value from these by-products of petroleum refining and steel production, the company is achieving higher levels of carbon productivity compared with allowing them to be used in less efficient ways – such as burned as a highly emitting fuel for power generation. In doing so, Rain Carbon is transforming these by-products into critical raw materials for goods that people use every day while helping to meet growing demand for greener products and a cleaner environment.

These raw materials include calcined petroleum coke (CPC) and coal tar pitch, which are essential ingredients in the anodes required for the production of lightweight and infinitely recyclable aluminum. Elsewhere, its PETRORES® specialty coatings are used in the lithium-ion batteries required for emission-free electric vehicles, and NOVARES® resins decrease a car’s energy consumption by reducing rolling and abrasion resistance in tires. Similarly, its calcinable anhydrous carbon pellets, once commercialized as a CPC substitute for use in anodes for aluminum production, will improve Rain Carbon’s efficient use of natural resources

by increasing its GPC utilization rate while also contributing to lower emissions and energy consumption by smelters.

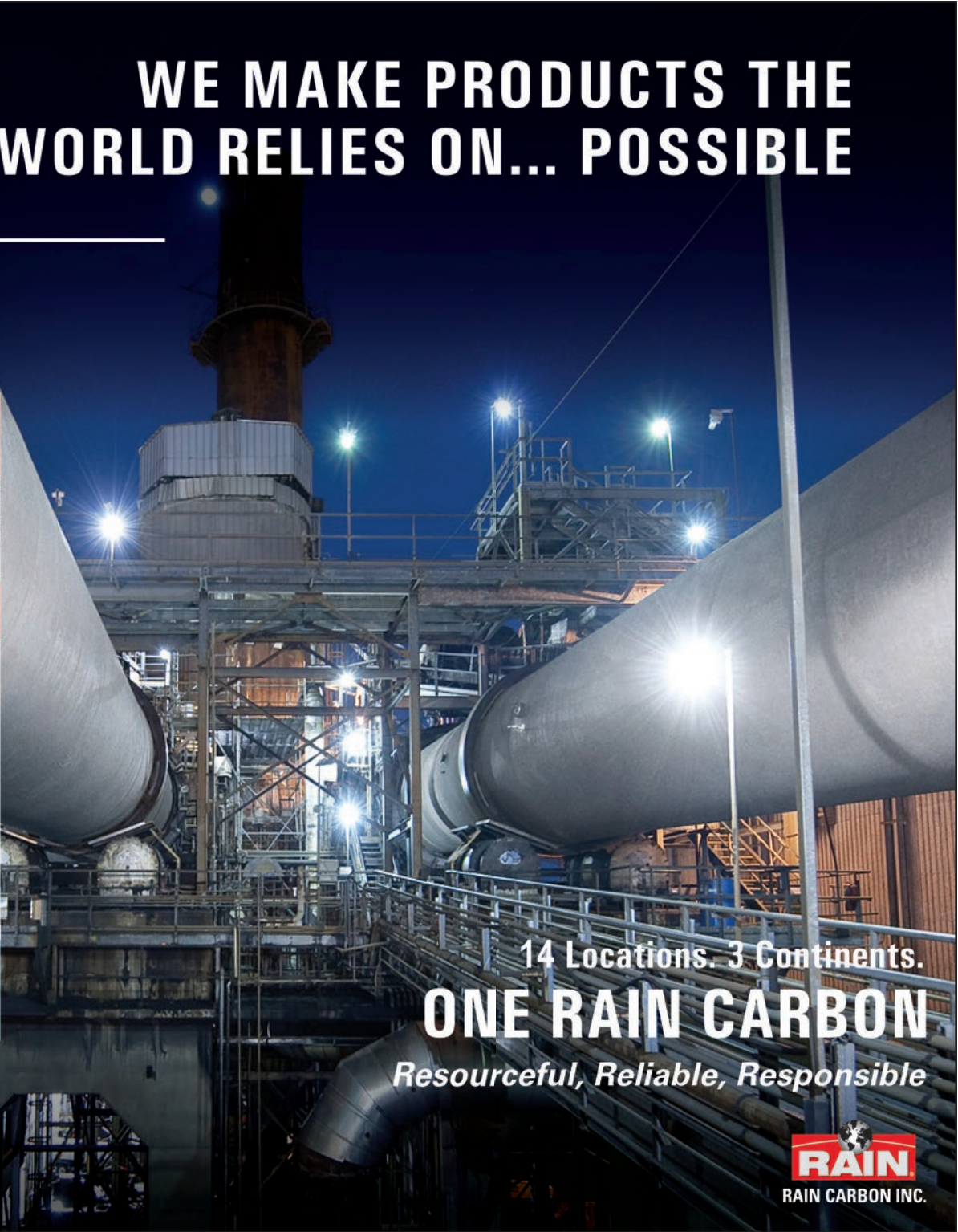
Elsewhere, Rain Carbon is working to reduce and minimize the environmental impact of its production processes. For instance, in response to concerns about climate change and carbon emissions, as well as a desire for improved energy efficiency, the company has made major investments in waste-heat recovery systems at several of its calcination facilities in the United States and India and at its distillation and advanced materials sites in Belgium and Germany.

“The co-generated electricity and steam from our production processes is used by our plants, neighboring companies and also supplied to the local power grid, thus mitigating the need to generate the same amount of coal-fired electricity and eliminating the accompanying CO2 emissions,” Sweeney says. “Our clean-air efforts can also be seen in the flue-gas desulfurization systems installed at five of our plants in the United States and India – including Norco. In fact, our new vertical-shaft calciner in India is equipped with a state-of-the-art scrubbing system that removes more than 99% of the facility’s SO2 emissions, making it the most environmentally friendly plant of its kind in the world.”

Beyond its products and processes, Rain Carbon strives to enhance the quality of life in the communities where it operates as well as the well-being of its employees. A clear example of its commitment to employee well-being is an intense focus on workplace safety, training and development, which has enabled Rain Carbon to achieve an exponential decline in its total recordable injury rate (TRIR). During each of the past

RAIN on 16A

WE MAKE PRODUCTS THE WORLD RELIES ON... POSSIBLE



Our carbon- and coal tar-based materials begin as the byproducts of other industries. We transform them into essential ingredients for a wide range of industrial processes and products that people rely on every day. By extracting additional value from these industrial byproducts, we’re not just recycling; we’re “upcycling” them for lighter, faster, cleaner and more sustainable 21st-century applications.

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Norco Circular Plastics in the Winner’s Circle

When Josef Newgarden crossed the 2023 Indy 500 finish line last month in a dramatic finish, he shared the spotlight with Team Penske and Shell and a special place for the Norco Energy and Chemicals Park. It was Team Penske’s first Indy 500 win and Shell’s 100th win with Penske. For the first time, Newgarden’s tires – and all the Firestone tires equipping race participants – were made with circular chemicals. That’s where Norco enters the winner’s circle. The tires were made with chemicals produced in the site’s Butadiene Unit with pyrolysis oil derived from plastic waste.

When Bridgestone Americas, a leading tire manufacturer and long-standing Shell customer, announced its intention to make tires with 100% sustainable materials by 2050, Shell had an immediate answer – circular butadiene produced at Shell Norco.

“Our mission includes partnering with our customers to help them achieve their sustainability ambitions; collaborating, listening, and learning from them to build tailored solutions,” says Shell Senior Vice President, US Gulf Coast Emma Lewis. “This year, all

Indy 500 race tires are incorporating circular butadiene made from recycled post-consumer plastic waste supplied by Shell. Butadiene is one of the key ingredients to create the synthetic rubber used in Bridgestone’s Firestone Firehawk tire. Our Norco facility, the first in Shell to produce a certified circular product from plastic, is at the center of this milestone as it continues the energy transformation for lower carbon emissions to deliver more of the sustainable products our customers want today and in the future.”

“It’s exciting to be a part of the journey to the future with new and innovative products,” says Norco General Manager Tammy Little. “And, there’s some lagniappe when we can share in an Indy 500 win along the way!”

The Firestone tire connection follows previous news from Shell and INDYCAR announcing a sustainability journey with a lineup of additional energy solutions for the NTT INDYCAR SERIES and Indianapolis Motor Speedway (IMS). Together and separately, the organizations designed a variety of sustainability initiatives that will help to reduce the carbon footprint within INDYCAR and power progress toward more sustainable motorsports in North America.

Shell is the official fuel, motor oil and lubricant sponsor of the NTT INDYCAR SERIES.



Shell Energy and Chemicals Park

NORCO



With over 100 years of history in Louisiana, Shell remains committed to **powering progress** by transforming our business.

Shell Energy and Chemicals Park Norco is a key part of Shell’s energy transformation and path to lower carbon emissions. This designation as a refining-chemical integrated park is in line with Shell’s commitment for a progressive energy transformation. The creative thinking of more than 3,000 state-wide Shell employees will power progress here in Louisiana.

Pictured Left To Right:
Steven, Safety Specialist; **Liza**, Learning Advisor;
Jacob, Environmental Engineer; **Eddie**, Rotating Equipment Engineer

#PoweringProgress

The *Rhythm* of Louisiana



Dow’s Supplier Diversity Program creates opportunities for local businesses

Kahlil Turner Editor
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Dow’s Supplier Diversity Program is paving the way for partnerships with local businesses.

Dow St. Charles Operations employee Tyler Morvant has made it her personal mission to educate firms on the opportunities to work with Dow, regardless of their size. Morvant works in Purchasing and Sourcing. In this role, she is responsible for forming and maintaining relationships with contractor partners for labor related Nested Maintenance, Turn Around and Construction services across Dow’s Gulf Coast and US sites.

“My goal is to show folks that ‘I am Dow’ – big or small, you can compete, especially when you stay true to your core values and are the best at what you do,” Morvant explained.

Dow’s Supplier Diversity Program seeks to ensure that a diverse group of labor services from minorities, women, veterans, disabled persons, and other varied-background enterprises are used whenever Dow uses third-party firms. This initiative is part of Dow’s core mission to drive bottom-line value and drive competition in its supplier base, while supporting economic growth in local communities.

Dow created a modeling system that rates third-party firms based on numerous critical requirements of what an ideal partner looks like. Employees like Morvant evaluate then apply those criteria to the bid pool for each project they must hire for. The result of this process can often yield surprising results, Morvant explained. As a result of Dow’s proprietary modeling process, she has



she does, a clear sign Dow management did a proper job assessing her natural abilities and placing her in a role where she could excel.

“I love the job that I have here, and it’s usually impressed upon people the second that we get to talking about,” Morvant said. “I always wanted a job where I could do exactly what I’m doing now - change the way our parishes are seen; change the way that many companies do business.”

Morvant, 40, currently works as Labor

said. “The sky is the limit! I love that people at my homesite get to see the progress of my career within Dow.”

Morvant was a recent member of the Leadership River Region Class of 2023, a seven-month leadership program focused on community, economic development, diversity, equity, inclusion, tourism, and several other critical focus areas in the River Parishes.

“I learned the value of using my energy to elevate my team and also consciously recognizing the strengths and needs of others,” Morvant said of the Leadership River Region program. “I highly recommend the Leadership River Region experience – it’s such a unique leadership development program, and you graduate learning so much more about yourself and the communities we live and grow in.”



seen firms as small as six employees overwhelmingly win projects when they excel in their area of expertise, proving size doesn’t necessarily matter when working with Dow.

“My message to everyone is perfect your craft and stay steady – the opportunities will come,” Morvant said of Dow’s bid process.

Morvant said her enthusiasm for her work at Dow shines through in all that

and Services Sourcing Manager, a position she earned over her 13-year career at Dow. She began her career with Dow at an entry level position and scaled the corporate ladder from there.

“When I started in 2010, I was an administrative professional, and with the help of an exceptional leader, I’ve been able to lay the groundwork for continuous career development – up to and beyond the role that I have now,” Morvant





How does collaboration build community?



We believe in working alongside our local partners to address the issues our friends and neighbors are facing. Collaborating with our local government, school system and community organizations at our quarterly Community Advisory Panel meetings bring exciting ideas and projects to the forefront. We are proud to support our community and proud to be apart of St. Charles Parish.

We are stronger together.



Seek Together™

Valero celebrates 20 years in St. Charles Parish

Ryan Arena Editor
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Valero is celebrating a pair of major milestones in St. Charles Parish – in fact, two very happy anniversaries.

Valero St. Charles Refinery is celebrating its 20-year anniversary in the parish while Diamond Green Diesel is celebrating its 10th. Dedicated employees and a community that’s embraced the company make it all possible, said Valero St. Charles Vice President and General Manager Jerry Stumbo.

“I am proud of the work that has been done in the past 20 years, I am proud of the work we have done in the community and I am proud to call St. Charles Parish home,” Stumbo said. “I am fortunate to work with such dedicated employees and be a part of such a supportive community. We appreciate the support given to us these last 20 years, and we look forward to continued investments in our people, our operations and our community.”

Stumbo looked back and mused on the evolution of the company over that timeframe.

“On July 1, 2013, Valero purchased the refinery from Orion and our company has made significant investments and improvements to the site since then. In addition to refinery enhancements over the years, we have seen expansion take place through the addition of the Diamond Green Diesel Facility, which



in 1983, at which time the refinery became idle.

14 years later, all GHR Energy assets were transferred to TransAmerica Refining Corporation, which changed its name to Orion Refining Corp in 1999.

In 2003, Valero purchased and renamed the site to St. Charles Refinery. Following that \$400 million deal, 19 years later the refinery is a 350 BPD, high complexity refinery with the second largest renewable diesel plant in the world. In 2010 and 2016, the site saw significant expansion. In 2021, production began at the new alkylation unit at the



produces renewable diesel. This makes the St. Charles site one of Valero’s largest and most complex facilities.”

The Valero refinery’s roots run even deeper in the community, stretching back to an earliest record of the Coastwise Refinery operating in what is currently the West Plant from the 1930s to the 1950s. Houston Oil and Mineral Company went on to buy the site and operated the facility as a crude topping unit until 1971.

Good Hope Refineries operated the refinery from 1971 to 1980 before filing bankruptcy. It was reorganized as GHR Energy until bankruptcy was filed again

refinery, a milestone that came after a \$314 million investment. The unit is estimated to produce 17,000 barrels per day.

The site’s annual charitable donations exceed \$2.7 million with employees averaging over 6,200 volunteer hours each year. In 2021, the St. Charles refinery was the recipient of the Valero’s Chairman’s safety award, the sixth time the site earned that honor.

In 2021, Valero St. Charles earned the AFPM Elite Gold Award, which is presented to the top 5 percent of refineries and petrochemical plants. It is also a Voluntary Protection Program site – VPP recognizes employers and workers

in private industry and federal agencies who have implemented effective safety and health management systems and maintain injury and illness rates below national averages for their respective industries.



WE ARE PROUD TO CALL ST. CHARLES PARISH HOME!



Valero[®]
St. Charles Refinery

CELEBRATING

20 YEARS

IN ST. CHARLES PARISH

Valero and Diamond Green Diesel appreciate the support given to us over the years, and we look forward to continued investments in our people, our operations and our community.



**DIAMOND
GREEN DIESEL**

CELEBRATING

10 YEARS

IN ST. CHARLES PARISH

#RightNow
valero.com

Nearly 240 million tons of cargo moved through Port of South Louisiana last year



The first quarter of 2023 has been particularly exciting for the Port of South Louisiana (PortSL). “New” is a recurring word that can be heard through our hallways. New Headquarters, New Projects, New Initiatives, New Wins, New Faces, New Look.

We continue to put our nose to the ground every day and focus on building on the successes we saw in 2022. Last year, PortSL saw nearly 240 million tons of cargo move through our jurisdiction. The annual increase of 10 million tons was the first net increase PortSL had seen in six years. The global shipping market continues to recognize the elite position PortSL operates along the Lower Mississippi River, connecting 31 states and two Canadian provinces to the world. Our commission and staff have taken giants steps to position ourselves for even more growth.

We have a new home. Earlier this year, our commission cut the ribbon on our new Headquarters. This state-of-the-art 30,000 square-foot facility located on our Globalplex property in Reserve houses our entire administrative staff. The building features space that we offer to local civic and business organizations and officials can gather for meetings and workshops. We truly envision the Headquarters to be a beacon and incubator for economic development in the River Region and the state of Louisiana.

PortSL also launched a new brand. Under the direction of staff and with the help of Red Six Media, PortSL sought a branding message that would drive awareness, tell our story more succinctly, and create and strengthen relationships by featuring our kinetic energy and growth potential. The new logo features PortSL’s unique access to all four modes of transportation: water, rail, road, and air. Those features, along with our position as the second largest tonnage port in the United States with room for further development, also inspired a new tagline: “A Better Way To Cargo”

Our commission and staff know that maintaining relationships and forging new ones often lead to collaborative initiatives and successes. Hosting events involving business leaders, elected officials, and the public, such as the River Region Economic Development Initiative breakfast at the historic Washington Mardi Gras event in the District of Columbia or Aviation Awareness Day held at our Executive Regional airport, often lead to further initiatives being developed and drive awareness of the important work happening at PortSL and in our region.

IMTT from 8A



and equitable conditions in a safe, open and welcoming work environment. We believe that the diversity of ideas, beliefs, experiences, talents, skills, perspectives, backgrounds and cultures improves our decision-making. By embracing differences, we bring the best out of our people to drive business growth and long-term

success. If you are interested in joining the IMTT team, please visit our Careers page at www.imtt.com/careers.
If you have an interest in being part our St. Rose CAP process or would simply like more information about this effort, please contact Tim Johnson of The TJC Group – tim.johnson@thetjcgroup.com or (225) 757-5527.

RAIN from 9A

three years, it has achieved a TRIR under 0.20, making Rain Carbon a best-in-class company among its industry peers in terms of safety performance.

“We are also very proud of the work we do in our communities,” Sweeney says. In Louisiana, for example, the company partners with local schools to help drive STEM (science, technology, engineering, mathematics) education and has provided more than \$1.75 million in financial support to local United Way chapters. In addition, prior to the COVID pandemic, its U.S. employees donated approximately 1,000 hours a year to support local food banks, serve as volunteer coaches, help construct Habitat for Humanity homes and more.

“That’s a lot of be proud of – and it is just the tip of the iceberg, in terms of our sustainability and corporate social responsibility (CSR) efforts,” Sweeney says. “At the same time, there is much more to be done.

“The good news is that we have an long-standing and ongoing ability to proactively adapt and pivot as a business. As the world has changed since the 19th century, so too have Rain Carbon and our predecessor businesses. In doing so, we have demonstrated that ‘sustainability’ refers to more than environmental- and CSR-related activities. As an evolving, adapting business, ‘sustainability’ also describes the longevity of our company. With our continued investments in 21st-century technologies and processes – as well as employee training and development – Rain Carbon is well positioned to continue to make meaningful and sustainable contributions for our customers, communities, employees and investors for decades to come.”

Learn more about Rain Carbon, its commitment to sustainability and exciting employment opportunities at www.raincarbon.com.

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U17 soccer squad rolls to nationals

Club created just three years ago,
10 St. Charles Parish players on roster



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When the New Orleans DFC soccer club began three years ago, just 12 players were rostered and it was understood that the building process would take time. Just three years later, the team has arrived. And speaking of arriving, a U17 girls squad with 10 St. Charles Parish players amongst its ranks will do so in Wichita, Kansas next week to challenge some of the nation's best at the National President's Cup

tournament July 7-11. DFC U17 won the Louisiana President's Cup, dominating the championship game by a 13-1 score. That qualified the team for the regional President's Cup tournament in Greenville, South Carolina, where the team won five matches in five days to capture the regional championship. Of the 18 teams from Louisiana to reach the regional tournament, including boys and girls teams ranging from U13 to U19, only New Orleans DFC's U17 girls



Players celebrate their regional championship victory with their medals - and a selfie.

reached its championship game and it will be the lone team representing Louisiana at the national tournament. Addison Agnelly,

Adelyn Bersuder, Ashlyn DeSoto, Riley Folsie, Lilly Hooper, Taylor Madere, Gabby Touchard, Tatiana Brown, Brooke Ledet and Haley Bergeron represent St. Charles Parish on the team, as does head coach Edgar Fuentes, who guides the Hahnville High girls soccer program as its head coach. "If I told myself three years ago that I'd be talking about us going to the national tournament right now ... I'd be lying if I said I was that optimistic," Fuentes said. "There's a big sense of satisfaction. In the state tournament, you had several of the biggest clubs in the area with strong legacies, clubs that are always in these

tournaments and play these big matches. And **"We thrive on developing creative players ... we can attack from different angles at different positions ... that's what makes us dangerous."** — Edgar Fuentes here, New Orleans DFC, this little club's going to

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LSU caps improbable run with national crown

Ryan Arena Editor
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Here’s a new brainteaser for you: your pick of either of the following baseball players ...

Shohei Ohtani or Tommy White with Dylan Crews on base?

The near .800 batting average would sure be tempting. Regardless of whether he’d earn your pick in this particular exercise, White is a national champion, as are all of his LSU teammates after the magic carpet ride of a College World Series the Tigers took all of Louisiana on over the past two weeks.

LSU saved the best for last, a record-setting 18-4 thrashing of the Florida Gators in the third and deciding game of the CWS Final.

Now that the thrilling moment of victory has passed, onto a bit of reflection.



Photo courtesy LSU Athletics



ST. CHARLES PARISH WATER
Water Quality Report 2022

Thank you for allowing us to continue providing your family with clean, quality water this year. In order to maintain a safe and dependable water supply we sometimes need to make improvements that will benefit all of our customers. The employees of the St. Charles Parish Water

Department work around the clock to provide top quality drinking water to every tap. We ask that all our customers help us protect and conserve our water sources, which are the heart of our community, our way of life and our children's future.

Parish President Matthew Jewell is pleased to report that our drinking water is safe and meets Federal and State requirements. In order to ensure that tap water is safe to drink, The Environmental Protection Agency prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health. If you have any questions about this report or your water utility, please contact Greg Gorden or Dustin Zeringue at (985) 783-5110. We want our valued customers to be informed about their water.

The Louisiana Department of Health/Office of Public Health routinely monitors for constituents in your drinking water according to Federal and State laws. The table on the second page shows the results of our monitoring for the period of January 1 to December 31, 2022. Drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some contaminants. It is important to remember that the presence of these contaminants does not necessarily indicate that water poses a health risk.

St. Charles Parish vigilantly safeguards the quality of its water. Our employees live in the same neighborhoods you do. When we turn on our taps we expect what you expect a reliable source of high-quality drinking water.

This report is a summary of the quality of water provided to our customers for the last year. It is a record reflecting the hard work of our employees to bring you water that is absolutely safe. Included are details about where your water comes from, what it contains and how it compares to standards set by regulatory agencies. The St. Charles Parish Department of Waterworks is committed to providing you with information about your water supply, because customers who are well-informed are our best allies in supporting improvements necessary to maintain the highest drinking water standards.

If present, elevated levels of lead cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. St. Charles Parish Department of Waterworks is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous systems, and may have an increased risk of getting cancer.

Some people who drink water containing haloacetic acids in excess of the MCL over many years may have an increased risk of getting cancer.

We are pleased to present to you the Annual Water Quality Report for the year 2022. This report is designed to inform you about the quality of your water and services we deliver to you every day (Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien). Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water.

Source Name	Source Water Type	Source Water Body Name
SURFACE WATER INTAKE - WB	SURFACE WATER	MISSISSIPPI RIVER
SURFACE WATER INTAKE - EB	SURFACE WATER	MISSISSIPPI RIVER

The sources of drinking water (both tap water and bottled water) include rivers, lakes streams, ponds, reservoirs, springs and wells. As water travels over the surface of land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

Microbial Contaminants - such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.

Inorganic Contaminants - such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial, or domestic wastewater discharges, oil and gas production, mining or farming.

Pesticides and Herbicides - which may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses.

Organic Chemical Contaminants - including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff and septic systems.

Radioactive Contaminants - which can be naturally-occurring or be the result of oil and gas production and mining activities.

A Source Water Assessment Plan (SWAP) is now available from our office. This plan is an assessment of a delineated area around our listed sources through which contaminants, if present, could migrate and reach our source water. It also includes an inventory of potential sources of contamination within the delineated area, and a determination of the water supply's susceptibility to contamination by the identified potential sources. According to the Source Water Assessment Plan (SWAP), our water system had a susceptibility rating of 'MEDIUM'. If you would like to review the (SWAP), please feel free to contact our office.

Waterworks' Web Address: www.stcharlesparish.gov/waterworks

Water Quality Roundup - LA1089001

The Louisiana Department of Health/Office of Public Health routinely monitors for constituents in your drinking water according to Federal and State laws. The tables that follow show the results of our monitoring during the period of January 1st to December 31st, 2022. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk.

Our water system grade is a 90A. Our water system report card can be found at www.scpwater.com.

COMPLIANCE PERIOD	ANALYTE	TYPE					
No Violations Occurred in the Calendar Year of 2022							
DISINFECTANT	DATE	HIGHEST RAA	UNIT	RANGE	MRDL	MRLOS	TYPICAL SOURCE
CHLORAMINE	2022	2.4	ppm	0.71 - 3.16	4	4	Water additive used to control microbes.

In the tables below, we have shown the regulated contaminants that were detected. Chemical Sampling of our drinking water may not be required on an annual basis; therefore, information provided in this table refers back to the latest year of chemical sampling results.

REGULATED CONTAMINANTS	COLLECTION DATE	HIGHEST VALUE	RANGE	UNIT	MCL	MCLG	TYPICAL SOURCE
ATRAZINE	8/24/2022	0.19	0-0.19	ppb	3	3	Runoff from herbicide used on row crops.
FLUORIDE	2/2/2022	0.9	0.8-0.9	ppm	4	4	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories.
HEXACHLOROCYCLOPENTADIENE	8/24/2022	0.029	0-0.029	ppb	50	50	Discharge from chemical factories.
NITRATE-NITRITE	2/2/2022	1.1	1-1.1	ppm	10	10	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.

RADIONUCLIDES	COLLECTION DATE	HIGHEST VALUE	RANGE	UNIT	MCL	MCLG	TYPICAL SOURCE
GROSS BETA PARTICLE ACTIVITY	2/2/2022	1.66	1.66	pCi/L	50	0	Decay of natural and man-made deposits. Note: The gross beta particle activity MCL is 4 millirem/year annual dose equivalent to the total body or any internal organ. 50 pCi/L is used as a screening level.

LEAD AND COPPER, FREE	DATE	90TH PERCENTILE	RANGE	UNIT	AL	SITES OVER AL	TYPICAL SOURCE
COPPER, FREE	2020	0.2	0-0.3	ppm	1.3	0	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives.
LEAD	2020	1	0-3	ppb	15	0	Corrosion of household plumbing systems; Erosion of natural deposits.

DISINFECTANT BY-PRODUCTS	SAMPLE POINT	PERIOD	HIGHEST RAA	RANGE	UNIT	MCL	MCLG	TYPICAL SOURCE
TOTAL HALOACETIC ACIDS (HAAs)	ANNA ST @ T&P BRIDGE	2022	39	22.7-94.25	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (HAAs)	BAYOU GAUCHE	2022	39	22.1-55.78	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (HAAs)	DES ALLEMANOS SCHOOL	2022	39	26.2-54.52	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (HAAs)	EVANGELINE OF ORMOND NURSING HOME ORMOND	2022	37	20.2-59.78	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (HAAs)	HAHN STREET	2022	36	19.8-53.99	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (HAAs)	ORMOND AVE AND L&A RAILROAD	2022	36	19.5-56.38	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (HAAs)	TEAL STREET	2022	38	20.3-60.57	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (HAAs)	THOROUGHSHED AVENUE	2022	38	22.8-59.04	ppb	60	0	By-product of drinking water disinfection.
THM1	ANNA ST @ T&P BRIDGE	2022	61	45.3-81.7	ppb	80	0	By-product of drinking water disinfection.
THM1	BAYOU GAUCHE	2022	60	46.9-76.4	ppb	80	0	By-product of drinking water disinfection.
THM1	DES ALLEMANOS SCHOOL	2022	60	46-76.6	ppb	80	0	By-product of drinking water disinfection.
THM1	EVANGELINE OF ORMOND NURSING HOME ORMOND	2022	53	38-67.2	ppb	80	0	By-product of drinking water disinfection.
THM1	HAHN STREET	2022	54	43-69.2	ppb	80	0	By-product of drinking water disinfection.
THM1	ORMOND AVE AND L&A RAILROAD	2022	49	34-62.8	ppb	80	0	By-product of drinking water disinfection.
THM1	TEAL STREET	2022	51	35-67	ppb	80	0	By-product of drinking water disinfection.
THM1	THOROUGHSHED AVENUE	2022	53	38.4-67.4	ppb	80	0	By-product of drinking water disinfection.

SECONDARY CONTAMINANTS	COLLECTION DATE	YOUR HIGHEST VALUE	RANGE	UNIT	SMGL
ALUMINUM	2/2/2022	0.04	0.03-0.04	MG/L	0.2
CHLORIDE	2/2/2022	23	22-23	MG/L	250
PH	2/2/2022	6.76	6.7-6.76	PH	8.5
SULFATE	2/2/2022	26	25-26	MG/L	250

REGULATED CONTAMINANTS	COLLECTION DATE	LOWEST MONTHLY % MEETING LIMIT	RANGE	MCL	UNIT	TYPICAL SOURCE
TURBIDITY	NA	100%	100%	0.3	NTU	Soil Runoff

REGULATED CONTAMINANTS	COLLECTION DATE	HIGHEST VALUE	RANGE	MCL	UNIT	TYPICAL SOURCE
TURBIDITY	12/24/22	0.16	0-16	0.3	NTU	Soil Runoff

REGULATED CONTAMINANTS	COLLECTION DATE	HIGHEST VALUE	RANGE	MRDL	UNIT	TYPICAL SOURCE
DISINFECTANT	2022	3.24	2.1-3.24	4	PPM	

Note: Turbidity is the measure of cloudiness of the water. This number is based on a good indicator of the effectiveness of our filtration system. Its value varies with season and rainfall. Turbidity has no health effects.

LISTED ABOVE ARE CONTAMINANTS DETECTED IN ST. CHARLES PARISH DRINKING WATER. ALL ARE BELOW ALLOWED LEVELS. NOT LISTED ARE THE HUNDREDS OF OTHER CONTAMINANTS FOR WHICH WE TESTED THAT WERE NOT DETECTED.

IN THE TABLES ABOVE, YOU WILL FIND MANY TERMS AND ABBREVIATIONS YOU MIGHT NOT BE FAMILIAR WITH. TO HELP YOU BETTER UNDERSTAND THESE TERMS, WE'VE PROVIDED THE FOLLOWING DEFINITIONS BELOW.

• DEFINITIONS

PARTS PER MILLION (PPM OR MILLIGRAMS PER LITER (MG/L)) - One part per million corresponds to one minute in two years or a single penny in \$10,000.

PARTS PER BILLION (PPB OR MICROGRAMS PER LITER (UG/L)) - One part per billion corresponds to one minute in 2,000 years or a single penny in \$20,000,000.

POUNDES PER LITER (PPL) - Pounds per liter is a measure of the turbidity of water.

NONHARDENING TURBIDITY UNIT (NTU) - Nephelometric turbidity unit is a measure of the clarity of water. Turbidity in excess of 1 NTU is not acceptable to the average person.

ACTION LEVEL (AL) - The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

SD - Below Detection

MAXIMUM CONTAMINANT LEVEL (MCL) - The "Maximum Allowable" MCL is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCL-G as is feasible using the best available treatment technology.

MAXIMUM CONTAMINANT LEVEL, GROUND WATER (MCL-G) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MCL-Gs also serve as a margin of safety.

MAXIMUM RESIDUAL DISINFECTANT LEVEL (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for the control of microbial contaminants.

MAXIMUM RESIDUAL DISINFECTANT LEVEL, GROUND WATER (MRDL-G) - The level of a drinking water disinfectant below which there is no known or expected risk to health.

CRYPTOSPORIDIUM DATA: St. Charles Parish Water Systems conducted monthly source water monitoring for Cryptosporidium (Cryptid) from January 2022 to September 2022. Cryptid was not detected.

SPECIAL INFO AVAILABLE Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly persons and infants can be particularly at risk from infections. These people should seek advice about drinking water from their healthcare providers. EPA/CDC guidelines on appropriate means to lower the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

CUSTOMER VIEWS WELCOME If you are interested in learning more about the water department and water quality, call our Customer Service office at (985) 783-5110. Contact Dustin Zeringue for individual or group guided water treatment plant tours. School groups are welcomed. The St. Charles Parish Council meets at 6:00 p.m. on the first and third Monday of each month in the Parish Courthouse in Lakeville. All sessions are open to the public.

This LSU run was preposterous.

Absolutely silly.

Downright insane.

Don't get it twisted, now – when the College World Series began, LSU was as strong a pick as any team to win the whole thing. The talent level in Baton Rouge was no secret to anyone and with two Golden Spikes finalists headlining this deal, LSU no doubt drew its share of faith from the nationwide audience, let alone just those here in Louisiana.

But after Wake Forest rallied to best the Tigers 3-2 in each team's second game of the tournament, the task in front of LSU seemed like an unscalable mountain. You crossed your fingers, hoped to see them extend their tournament stay one win at a time, but a national crown seemed incredibly unlikely.

All it would take for LSU to win the championship, from this particular point in time onward, was:

-Emerge from a bracket that included top-seeded Wake Forest and pre-season No. 2 Tennessee

-With an already taxed pitching staff, beat Wake twice and Tennessee once to finish four consecutive days of play

-On top of beating top-seeded Wake twice, beat No. 2 seeded Florida twice

-A feat – beating the top two seeds en route to a CWS championship – that's only been done twice before

-With a bullpen that was maligned and thought of as the team's black sheep entering CWS play

-And ace Paul Skenes

will only be able to pitch in one of the five wins needed to make this happen

-And Wake and Florida

will both be more rested and have more of its staff available after each won its first two games

Add to all of that, as we saw it play out, two of LSU's wins went to extra innings, putting even more strain on the pitching staff.

And this team found a way to win?

Imagine being Wake or Florida. You know Jay Johnson has a staff that

– on paper – is running on fumes. Then he inserts another guy throwing 95 mph heat. Then another. Then another. Don't they know they're supposed to be dead? Why is Cade Beloso smiling at me? What does he know that I don't? Why is he ALWAYS SMILING DOES HE NOT FEEL PRESSURE ... this is stupid.

It all seemed impossible at one point – it took a little bit of magic to get through. And LSU had that magic to it this year. It's a tough intangible to describe, but some teams are just special.

It takes a special team to run that gauntlet.

It takes a special team to win that 11-inning classic against Wake Forest, one of the greatest baseball games one could ever witness.

It takes a special team to shake off a 20-run loss and dominate to win it all a day later.

And LSU was indeed a special team – and took us all on a special run.



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SOCCER from 1B



the regional championship, we’re going undefeated there and we’re going to represent not just Louisiana, but the entire southeast region at nationals.”

Fuentes said when the team was formed originally, the message to the players was that this would be a process and not necessarily a fast one.

“We might progress slowly, but we’re going to do things right,” Fuentes said. “We’re going to teach you the game the right way and we’re not just going to take advantage of your athleticism, but get you to where we’re able to play against and compete with the big clubs the right way.”

Fast forward to today, and Fuentes is overseeing a talented roster of versatile players. The coach believes in teaching players to have a complete game and thus be able to attack the competition in different ways – that allows the team to shift its gameplan to best attack a specific foe, and that lends to the chance to have big playoff and tournament success.

“I’ve always told people, we thrive on developing creative players,” Fuentes said. “We’re able to attack from different angles at different positions. It’s not just our strikers making runs and finishing chances, but our wing backs making runs and finishing chances and our center-mids doing the same. That just makes us much more dangerous. When other teams make mistakes, we make them pay. When we have a chance in front of the goal, we make them pay.”

He said beyond the on-field talent, this is a special group off the field.

The club allowed just three goals total at the regional tournament over five games.

“The finals came down to who wanted it most, and the girls took it home,” Fuentes said.

The competition will be intense at nationals, not just against the other teams but against one of the toughest foes around: the intense heat.

“I don’t know if you know the weather in Wichita, but it’s 100-plus degrees. It’s hot. We’re going to train and get used to the heat, and it takes a lot to get used to that weather. It’ll be one day at a time, one training session at a time. We’ll be ready.”

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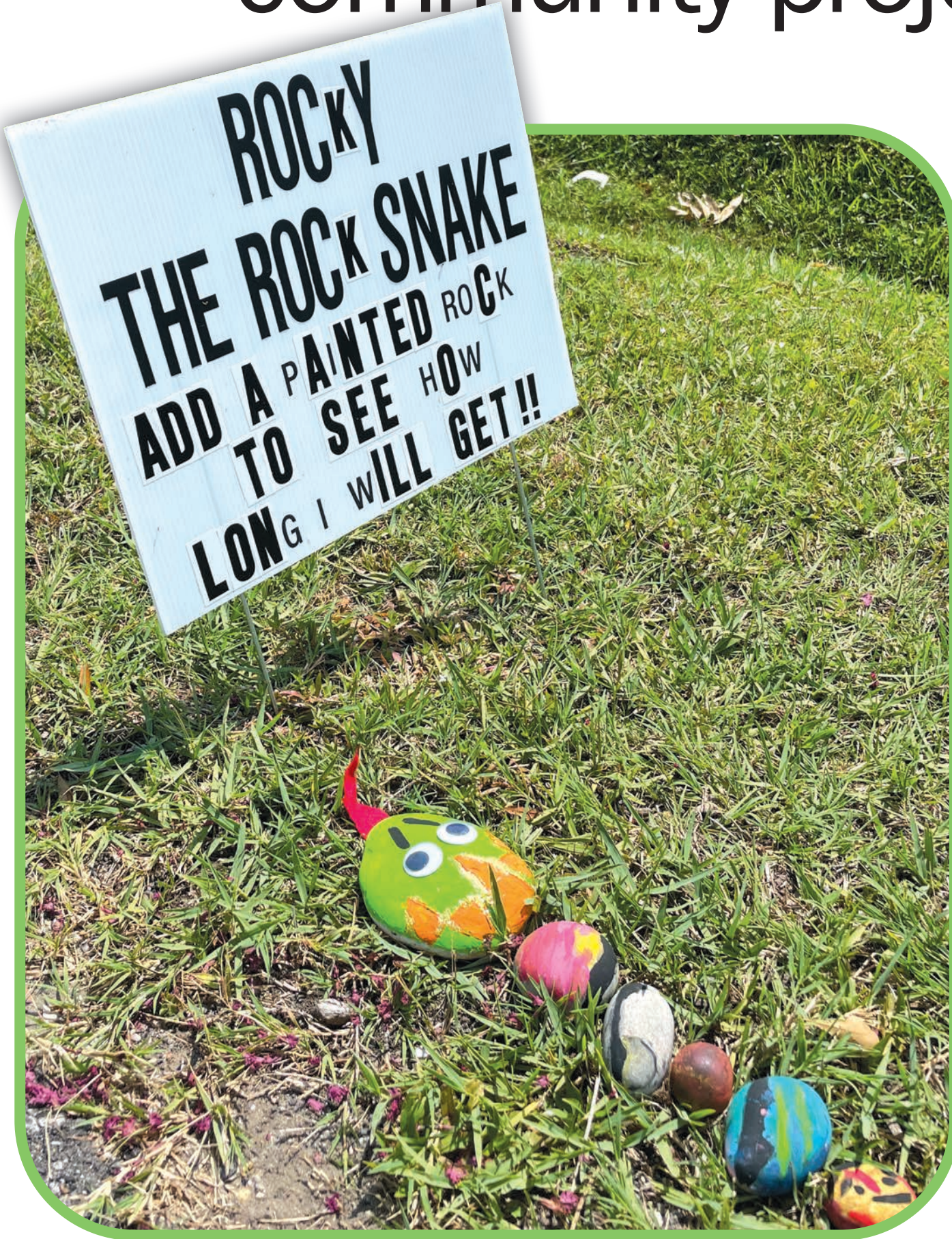
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Luling family starts rock snake summer community project



Kahlil Turner Lifestyles Editor
kturner@heraldguide.com

Local realtor Christina Verrette recently found herself looking for a fun summer community activity in Luling for her three children to get involved in, and came across someone in another community who started a rock snake project.

“I happened to see an idea for it on Facebook and I thought, ‘oh, that’s the cutest thing,’” Verrette said. “My kids are home with me during the summer, and I thought it would be something super cute to do.”

Verrette’s rock snake is an outdoor craft project using mostly smooth pebble type rocks to create a ‘snake’ by adding individual rocks to the end of the snake, one rock at a time. Each contributor that adds their own rock to the end of the snake can paint, draw, color or design their rock however they like, making each piece of the snake unique. The project is designed to get community involvement, with locals invited to add to the snake by adding their own rocks at the end of the snake to help it ‘grow.’

Verrette says she was initially attracted to this type of craft project because it was an outdoor type of summer endeavor designed for kids that – most importantly -did not require electronic devices to participate.

“I’m still raising kids, and I’m always looking for them to have something to do, especially in this day and age where electronics and social media are so prevalent,” Verrette said. “I want them to still have a lot of the same values that I grew up on - like going outside, playing in the dirt, riding your bike, looking around for your friends.”

To kick off her rock snake project, Verrette and her three children created and painted the front portion of the snake and the first few rock pieces of its body and laid it out linearly in her front yard in the 200 block of Beaupre Drive in Luling with a small sign. They named their snake “Rocky the Rock Snake” and then invited the community to contribute to it via social media.

“I just snapped a few photos and put it in

ROCKY to 6B

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VACANT ACREAGE

3A-1-A RIVER ROAD
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DES ALLEMANDS

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ROCKY from 5B

some of our local Facebook groups and it kind of took off,” Verrette said. “It was kind of surprising to me, it was just some little activity that I did with my kids and thought maybe some kids in the neighborhood would enjoy, but it’s garnered a lot more attention than I expected.”

Within just 48 hours, her initial post gathered lots of local interest, racking up a few hundred Facebook likes and dozens of positive online comments with promises to participate.

“I looked this morning and we actually had someone bring a few additional rocks, but it looked like they had painted either oyster or seashells instead of rocks and had dropped them off, which I thought was really cool,” Verrette said.

“It was a different texture, a different shape, a different variant. I’m kind of excited just to see how it grows and all the different things people paint and drop off.”

With her rock snake project now underway, Verrette says she and her three children don’t have a specific length goal for ‘Rocky the Rock Snake’ but hope to grow it as long as they can with the community’s help.

“I would love for it to take up the entire length of my property, as long as it doesn’t upset my neighbors,” Verrette chuckled. “I’d like to see it go past our two houses...my yard guy may not be real happy with me, but we’ll cross that bridge when we come to it.”

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Finn after a long day of summer fun



Ross and Asher Robichaux fish in Bayou Gauche



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Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON JULY 6, 2023 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

POSTPONED CASES:

2023-4-MIN requested by **Karla & Jose Carbajal** for a resubdivision of one lot into five with a waiver, **312 Canal Street, Luling**. Zoning District R-1A(M). Council District 7.
2022-1-MAJ requested by **Almedia Gardens, LLC** for Preliminary Plat approval of Almedia Gardens, a 188 lot residential subdivision proposed at the terminus of East Club Drive, St. Rose. Zoning District R-1A & C-2. Council District 5.

NEW CASES:

2023-16-HOP requested by **Andre Cavalier** for a home occupation – “Bravo Two Six Tactical, LLC” – at **324 Santa Cruz Court, Luling**. Council District 7.
2023-17-HOP requested by **Lauren Fanguy** for a home occupation – “B + H Salon” – at **131A Michael Drive, Bayou Gauche**. Council District 4.
2023-18-HOP requested by **Tannis Whittaker** for a home occupation – “Celebrations Party Rentals” – at **118 Avery Street, Luling**. Council District 7.
2023-27-HOA requested by **Nicole Lee** for a home occupation – “Hyacinth Boutique” – at **402 Lagattuta Drive, Luling**. Council District 7.
2023-28-HOA requested by **Nicole Lee** for a home occupation – “Nicole Noel” – at **402 Lagattuta Drive, Luling**. Council District 7.
2023-8-MIN requested by **Boyd Kinler, Patti Gassen, Brent Kinler, Trudy Brooks, and Kerry Parlette** for a resubdivision of two lots into two with a waiver, **adjacent to 204 Wanda Street, Luling**. Zoning District R-1A. Council District 7.
2023-3-SPU requested by **Robert and Heidi Lasserre** for an accessory dwelling unit at **102 Cadow Street, Paradis**. Council District 4.
2023-8-R requested by **Conrad Frey for Southern Trucking & Transportation, LLC** for a change of zoning from C-3 to M-1 on two triangular lots consisting of approximately 1.5 and 2 acres and designated a portion of Lots 7, 8, & 9 of the John Lambert Tract, **275 I-310 Service Road, St. Rose**. Council District 5.
2023-9-R requested by **Melanie Johnson** for a change of zoning from C-3 to R-1A(M) on Lot 5, Block C, Boots Subdivision, **429 Good Children Street, Boutte**. Council District 1.

ALTERNATE DATE: 7/13
PUBLISH: 6/22, 6/29, 7/6

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

HVAC Replacement
St. Charles Parish School Board
Harry Hurst Middle School
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Bids will be received at the **St. Charles Parish School Board, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070** at **2:00 P.M., LOCAL TIME, Tuesday, July 18, 2023**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

Complete Bidding Documents which include the proposed Contract Documents may be obtained from **GVA ENGINEERING, L.L.C.; 2615 Edenborn Avenue, Suite C; Metairie, Louisiana 70002 (Phone: 504-780-9330)** upon payment of a deposit of **\$150.00** cash for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders. Bidding documents are also available at www.stcharles.k12.la.us under Resources select Online Bids & RFPs.

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A **PRE-BID CONFERENCE** will be held at **St. Charles Parish School Board Office, Physical Plant Services, 13855 River Road, Luling, LA 70070** on **Tuesday, July 11, 2023, at 2:00 p.m. in the Dufresne Conference Room**. Attendance at this pre-bid conference is **MANDATORY**. After the pre-bid conference meeting, there will be a tour of the project site.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: **Thursday, June 22, 2023**
Thursday, June 29, 2023
Thursday, July 6, 2023

St. Charles Parish Public Schools
Arthur A. Aucoin, President
Dr. Ken Oertling, Superintendent
13855 River Road, Luling, LA 70070

Public Notice

PUBLIC NOTICE

THE ST. CHARLES PARISH SHERIFF HAS ADOPTED HIS 2023-2024 OPERATING BUDGET. THE BUDGET DOCUMENT IS AVAILABLE FOR PUBLIC INSPECTION IN THE BUSINESS OFFICE OF THE SHERIFF, PARISH COURTHOUSE, HAHNVILLE, LA DURING REGULAR OFFICE HOURS MONDAY THROUGH FRIDAY (8:00-4:30).

GREG CHAMPAGNE, SHERIFF
PARISH OF ST. CHARLES

PUBLISH: June 29, 2023

Public Notice

PUBLIC NOTICE
ST. CHARLES PARISH SCHOOL BOARD
PUBLIC HEARING
ON 2023-2024 BUDGET

A public hearing on the proposed 2023-2024 fiscal year budget will be held at the St. Charles Parish School Board Office, located at 13855 River Road, Luling, Louisiana 70070 on Wednesday, July 26, 2023 at 6:00 p.m. in the Board Room.

Copies of the proposed budget are available for inspection at the St. Charles Parish School Board Office between the hours of 7:30 a.m. and 4:30 p.m. Monday through Thursday.

Publish: June 29, 2023

Public Notice

SUCCESSION	29TH JUDICIAL DISTRICT COURT
OF	PARISH OF ST. CHARLES
JERRY ALLISON MCLEOD	STATE OF LOUISIANA
	NUMBER: P-13,178 DIV.: “C”

NOTICE TO SELL MOVABLE OR IMMOVABLE
PROPERTY AT PRIVATE SALE

Since the Administratrix of the above estate has made application to the court for the sale, at private sale, of the succession’s interest in the immovable property described, as follows:

State of Louisiana, Parish of St. Charles
Lot 35, Square 1, Destrehan Heights Subdivision
162 Destrehan Drive, Destrehan, Louisiana 70047

on the following terms and conditions, to-wit: \$100,000 minus usual and customary charges attributable to the Seller.

Notice is now given to all parties whom it may concern, including the heirs and creditors of decedent, and of this estate, be ordered to make any opposition which they have or may have to such application, at any time, prior to the issuance of the order or judgment authorizing, approving and homologating that application and that such order or judgment may be issued after the expiration of seven days, from the date of the last publication of such notice, all in accordance with law.

By order of the court,

DEPUTY CLERK

STATE OF LOUISIANA
PARISH OF ST. CHARLES
I HEREBY CERTIFY THAT THE WITHIN
AND FOREGOING IS A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE.

CLERK OF COURT
ST. CHARLES PARISH

Publish: June 8 & 29, 2023

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Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, JULY 10, 2023, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2023-0152 (6/19/23, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Hill Heights Drainage Improvements, Project No. P190802, to decrease the contract amount by \$116,284.80 and 41 calendar days.

2023-0154 (6/19/23, Jewell, D. deGeneres)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Eustis Engineering, L.L.C., to perform geotechnical services for the Luling Pond Lift Station and Upgrades (Project No. S211204), in the lump sum amount of \$47,900.00.

2023-0153 (6/19/23, Jewell, D. Foret)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Danny J. Hebert, P.E., L.L.C. d.b.a. Civil & Environmental Consulting Engineers, to perform engineering services for the East Bank Bridge Park Improvements (Project No. RECEBI23), in the not to exceed amount of \$293,500.00.

2023-0156 (6/19/23, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Volkert, Inc., to perform engineering services for the KCS Canal Drainage Improvements (Project No. P230401), in the not to exceed amount of \$260,348.00.

2023-0157 (6/19/23, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of an Amendment No. 2 to Ordinance No. 19-7-3 which approved the Professional Services Agreement with Picciola & Associates, Inc., to perform engineering services for the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$111,500.00.

2023-0158 (6/19/23, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Shread-Kuyrkendall & Associates, Inc., to perform engineering services for the Engineers and Good Hope Canals Pipeline Location Investigation (Project No. P230402), in the lump sum amount of \$112,315.00.

2023-0159 (6/19/23, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Bryant Hammett & Associates, LLC, to perform surveying services for the Texaco Road Survey (Project No. P230601), in the lump sum amount of \$41,640.00.

2023-0160 (6/19/23, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Principal Engineering, Inc., to perform engineering services for a US 61 Canal Improvements Project (Project No. P230602), in the not to exceed amount of \$48,656.25.

2023-0161 (6/19/23, Jewell, D. Foret)
An ordinance approving and authorizing the execution of a contract with TEH Enterprise, LLC, for construction services for the St. Charles Parish West Bank Spray Park (Project No. WBSP2112) and additional parking located at the Edward Dufresne Community Center in the lump sum amount of \$2,200,000.00.

2023-0162 (6/19/23, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of an Amendment No. 1 to Ordinance No. 22-6-9 which approved the Professional Services Agreement with Volkert, Inc., to perform engineering services for the Engineers Canal Pump Station Improvements (Project No. P220206), in the not to exceed amount of \$716,508.00.

2023-0163 (6/19/23, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of Amendment No. 3 with Principal Engineering, Inc., to perform design services for the East Bank Master Drainage Plan (Project No. P200601), in the amount not to exceed \$569,737.50.

2023-0164 (6/19/23, Jewell, G. Dussom)
An ordinance to amend the 2023 Consolidated Operating and Capital Budget, Amendment No. 1, to add revenues and transfers totaling \$32,441,531 an addition of accumulated fund balance of \$25,228,515 and expenditures, including transfers, totaling \$56,374,813 for all Governmental Funds for the purpose of adjusting beginning 2023 fund balances across all funds to match ending 2022 Final Budget balances and to re-apply various construction, architectural/engineering, and other fees unexpended in 2022 for Parish projects that were not completed during 2022 and apply them to 2023.

PUBLISH: June 22, 29, 2023
July 6, 2023

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF JUNE 5, 2023, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish

Meeting Minutes

Parish Council

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

Final

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

Monday, June 5, 2023 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present 8 - Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Cormier
Absent 1 - Beth A. Billings

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Outra, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Chief Operations Officer Darin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Emergency Preparedness Director Jason Tastet, Public Works Director Miles Bingham, Wastewater Director David deGeneres, Planning & Zoning Director Michael Albert, General Government Buildings Facilities Manager Bob Messerly, Blaine Fauchaux, Public Information Office, Dawn Higdon, Legal Services Department, Jim Polk, Emergency Preparedness Department

CALL TO ORDER

Meeting called to order at 6:05 pm by Vice-Chairman Dick Gibbs (Acting Chairman); due to technical difficulties a 5 minute delay in the commencement of meeting occurred.

PRAYER / PLEDGE

Reverend Carvin Smith
Philadelphia Baptist Church, Hahnville

APPROVAL OF MINUTES

A motion was made by Councilmember Fisher, seconded by Councilmember Darensbourg Gordon, to approve the minutes from the regular meeting of May 22, 2023. The motion carried by the following vote:

Yea: 8 - Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2023-0131

Proclamation: "Alzheimer's and Brain Awareness Month"

Sponsors: Mr. Jewell

Read

2023-0132

Proclamation: "World Elder Abuse Awareness Day"

Sponsors: Mr. Jewell

Read

2023-0133

Proclamation: "Juneteenth Day of Observance in St. Charles Parish"

Sponsors: Ms. Bellock and Ms. Darensbourg Gordon

Read

2023-0134

A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to authorize the renewal of a special tax (ARC) therein; making application to the State Bond Commission and providing for other matters in connection therewith.

Sponsors: Mr. Jewell and Bond Counsel

Reported:
Bond Counsel Recommended: Approval
Mr. Jason Akers, representing Foley & Judell, L.L.P., spoke on the matter.
Ms. Victoria Bryant, Arc of St. Charles Executive Director, spoke on the matter.
Mr. Jeffrey Kuo, Ad-Hoc Member, Arc of St. Charles Board of Directors, spoke on the matter.
Mr. Pernell Pellegrin, Audit Partner of Martin & Pellegrin Group, spoke on the matter.

Public comment opened; no public comment

Council Discussion
Ms. Bryant spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No: 6698

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2023-0135

Department of Emergency Preparedness and Hurricane Preparedness
Emergency Preparedness Director Jason Tastet reported,

Councilwoman Fonseca spoke on the matter.
Mr. Tastet spoke on the matter.
Councilwoman Darensbourg Gordon spoke on the matter.
Acting Chairman Gibbs spoke on the matter.

Reported

2023-0136

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported,

Councilwoman Fonseca spoke on the matter.
President Jewell spoke on the matter.
Councilwoman Darensbourg Gordon spoke on the matter.
Councilman Fisher spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BILLINGS 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, JUNE 19, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0115

An ordinance to provide for amendments of the St. Charles Parish Home Rule Charter, Article III, Sections A. 2. and B. 2., to adjust the annual salaries of the St. Charles Parish Council and Parish President as well as provide for submission of the proposed amendments to the qualified electors of the Parish of St. Charles.

Sponsors: Ms. Fonseca, Ms. Billings, Ms. Darensbourg Gordon, Ms. Clulee, Mr. Gibbs and Mr. Fisher

Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023

2023-0140

An ordinance approving and authorizing the execution of a Contract with Barriere Construction Co., LLC for Road Maintenance 2022-23 (Project No. P220501) in the amount of \$2,499,902.45.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023

2023-0141

An ordinance approving and authorizing the execution of a Contract with Sealevel Construction, Inc., for Destrehan Pump Station (P.S.) No. 2

Conveyance Improvements (Project No. P181101), in the amount of \$9,190,697.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023

2023-0142

An ordinance approving and authorizing the execution of a Professional Services Agreement with Fairway Consulting and Engineering, LLC, to perform engineering services for the River Oaks Lift Station Replacement (Project No. S230501), in the amount not to exceed \$191,000.00.

Sponsors: Mr. Jewell and Department of Wastewater

Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023

2023-0143

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$66,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023

PLANNING AND ZONING PETITIONS

2023-0126

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from M-2 to M-1 on Lots 12, 13, 14, 15, 16, 17, 18, & 19, Esperanza Business Park Phase 2, as shown on the Final Plan Esperanza Business Park Phase 2 by Stephen P. Flynn, PLS dated April 8, 2020, Deputy Jeff G. Watson Drive, Luling, as requested by Debra Dufresne Vial for Esperanza Land, LLC & Hank Tatje for T Times 4, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Planning & Zoning Director Michael Albert spoke on the matter.

Speakers:
Ms. Debra Dufresne Vial, Luling, representing Esperanza Land, LLC

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Billings

Enactment No: 23-6-1

ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)

2023-0122

An ordinance approving and authorizing the execution of Change Order No. 2 - Final for Parish Project No. S170601, Luling Oxidation Pond Rehabilitation and Upgrades, to increase the contract amount by \$261,760.15.

Sponsors: Mr. Jewell and Department of Wastewater

Reported:
Wastewater Department Recommended: Approval
Wastewater Director David deGeneres spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. deGeneres spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Billings

Enactment No: 23-6-2

2023-0124

An ordinance approving and authorizing the execution of an Agreement by and between Diamond Green Diesel, LLC, St. Charles Parish, St. Charles Parish School Board, St. Charles Parish Law Enforcement District, St. Charles Parish Assessment District, Hospital Service District No. 1 of the Parish of St. Charles, Louisiana, and Pontchartrain Levee District to support the expansion of Foreign Trade Subzone 124 A to include Diamond Green Diesel operations at the IMTT Terminal in St. Rose, Louisiana.

Sponsors: Mr. Jewell

Reported:
Parish President Recommended: Approval
Parish President Matthew Jewell spoke on the matter.

President Jewell invited Mr. Adam Keyes, Valero, to the podium to speak on the matter. Mr. Keyes spoke on the matter.

Public Hearing Requirements Satisfied

Councilman Fisher stated his reason for abstaining.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher-Cormier

Nay: 0

Abstain: 1 - Fisher

Absent: 1 - Billings

Enactment No: 23-6-3

2023-0127

An ordinance approving and authorizing the execution of Change Order No. 1 for SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322), to increase the contract amount by \$82,465.00 and increase the contract time by 9 days.

Sponsors: Mr. Jewell and General Government Buildings

Reported:
General Government Buildings Recommended: Approval
Chief Operations Officer Darrin Duhe spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Duhe spoke on the matter.
Mr. Duhe invited Ms. Elena Anderson, Meyer Engineers, LTD to the podium to speak on the matter.
Ms. Anderson spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Billings

Enactment No: 23-6-4

2023-0128

An ordinance approving and authorizing the execution of Change Order No. 1 for St. Charles Parish West Bank Library Hurricane IDA Repairs, (Project No. LR211105), to increase the contract amount by \$41,721.00 and increase the contract time by 76 days.

Sponsors: Mr. Jewell and General Government Buildings

Reported:
General Government Buildings Recommended: Approval
Chief Operations Officer Darrin Duhe spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Duhe spoke on the matter.
Mr. Duhe invited Mr. Michael Tabb, Murray Architects to the podium to speak on the matter.
Mr. Tabb spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Billings

Enactment No: 23-6-5

2023-0129

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 8, Elections, Section 8-2. Visible Voting Precinct Boundaries and Polling Places, to merge voting precincts.

Sponsors: Ms. Billings, Ms. Fonseca, Ms. Darenbourg Gordon, Ms. Clulee, Mr. Gibbs, Mr. Dufrene, Ms. Bellock, Mr. Fisher and Ms. Fisher-Cormier

Reported:
St. Charles Parish Council Recommended: Approval
Acting Chairman Gibbs invited Mr. Josh Manning, representing South Central Planning & Development Commission to the podium to speak on the matter.
Mr. Manning spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Billings

Enactment No: 23-6-6

2023-0130

An ordinance approving and authorizing the execution of a Contract with Command Construction, LLC, for Barber Road Bank Stabilization (Project No. P210702) in the amount of \$2,880,543.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Public Works Director Miles Bingham spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Parish President Matthew Jewell spoke on the matter.
Mr. Bingham spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Billings

Enactment No: 23-6-7

PERSONS TO ADDRESS THE COUNCIL

2023-0139

Mr. Russell Diggs, Sr.: Planning and Zoning Code Enforcement

Heard

RESOLUTIONS

2023-0137

A resolution approving and authorizing the execution of a Federally Funded Agreement with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness for funding in the amount of \$5,350,985.16 to elevate 30 residential flood prone structures to prevent further damages and reduce NFIP claims.

Sponsors: Mr. Jewell and Grants Office

Reported:
Grants Office Recommended: Approval
Grants Officer Carla Chiasson spoke on the matter.

Public comment opened
Mr. Walter Pille, Destrehan

Council Discussion
Ms. Chiasson spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 1 - Billings

Enactment No: 6699

2023-0139

Mr. Russell Diggs, Sr.: Planning and Zoning Code Enforcement

Due to technical difficulties during Persons to Address the Council, Acting Chairman Gibbs invited Mr. Russell Diggs Sr., back to the podium.

Councilwoman Darenbourg Gordon spoke on the matter.
Councilwoman Darenbourg Gordon invited Planning & Zoning Director Michael Albert to podium to speak on the matter.
Mr. Albert spoke on the matter.
Councilwoman Darenbourg Gordon spoke on the matter.
Mr. Diggs spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Councilwoman Clulee spoke on the matter.
Councilwoman Bellock spoke on the matter.
Legal Services Director Corey Oubre spoke on the matter.
Councilwoman Fisher-Cormier spoke on the matter.

Discussed.

2023-0138

A resolution approving and authorizing the execution of a Cooperative Endeavor Agreement between the State of Louisiana Division of Administration Office of Community Development and St. Charles Parish regarding the allocation of Community Development Block Grant Disaster Recovery Program funding as a result of Year 2021 Ida & May Storms.

Sponsors: Mr. Jewell and Grants Office

Reported:
Grants Office Recommended: Approval
Grants Officer Carla Chiasson spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 1 - Billings

Enactment No: 6700

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2023-0120

A resolution appointing the St. Charles Herald-Guide as Official Journal to serve the Parish Council of St. Charles Parish for the period June 2023 through June 2024.

The Parish Council Office received sealed bid from the St. Charles Herald-Guide on May 31, 2023.
Acting Chairman Gibbs opened and read the bid.

Public comment opened; no public comment

VOTE ON THE APPOINTMENT OF THE ST. CHARLES HERALD-GUIDE

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

Nay: 0

Absent: 1 - Billings

Enactment No: 6701

ADJOURNMENT

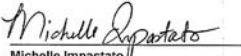
A motion was made by Councilmember Fisher, seconded by Councilmember Bellock, to adjourn the meeting at approximately 8:23 pm. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Billings

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

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, JUNE 19, 2023, 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.

2023-0115
INTRODUCED BY: HOLLY FONSECA, COUNCILWOMAN-AT-LARGE, DIVISION B
BETH A. BILLINGS, COUNCILWOMAN-AT-LARGE, DIVISION A
LA SANDRA DARENSBOURG GORDON, COUNCILWOMAN, DISTRICT I
MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
DICK GIBBS, COUNCILMAN, DISTRICT III
BOB FISHER, COUNCILMAN, DISTRICT VI

ORDINANCE NO. 23-6-8
An ordinance to provide for amendments of the St. Charles Parish Home Rule Charter, Article III, Sections A. 2. and B. 2., to adjust the annual salaries of the St. Charles Parish Council and Parish President as well as provide for submission of the proposed amendments to the qualified electors of the Parish of St. Charles.

WHEREAS, the Parish Council is the Governing Authority and the Parish President is the Chief Executive Officer of St. Charles Parish, with a Consolidated Budget of over 293 million dollars in expenditures and 532 employees in 2023; and,

WHEREAS, the Home Rule Charter, adopted by voters in 1977, set Parish Council salaries at \$7,200.00 per year for District Council Members and \$9,600.00 per year for At Large Council Members, and set the Parish President's salary at \$30,000.00 per year; and,

WHEREAS, the Home Rule Charter was last amended more than 35 years ago in 1987, to limit Parish Council salary increases and to no more than ten (10%) percent over any four year period and the Parish President's salary increases to no more than three and one-half (3.5%) percent in any one year, not exceed ten 10% percent over any four year period; and,

WHEREAS, only 30% of Louisiana parishes' populations are greater than St. Charles Parish's population, yet Council members or Police Jurors in 71% and 53% of Louisiana parishes receive a higher salary than St. Charles Parish District and At Large Council members, respectively; and,

WHEREAS, the Parish President is currently the lowest paid full-time parish wide elected official with the largest number of employees and largest financial and operational responsibilities; and,

WHEREAS, Article III, Section A. 2. of the Home Rule Charter provides that the salary of the Parish Council members cannot be increased more than ten (10%) percent over any four year period and Section B. 2. provides that the salary of the Parish President cannot be increased more than three and one-half (3.5%) percent in any one year and must not exceed more than ten (10%) percent over any four year period; and,

WHEREAS, it is in the best interest of St. Charles Parish that the annual salaries of the Parish Council and Parish President be set at a rate which is more in line with their peers and the responsibilities of their respective offices; and,

WHEREAS, in order to address this inequity amendments to the Home Rule Charter are required; and,

WHEREAS, the St. Charles Parish Legislative Committee held a public meeting on May 22, 2023, to review proposed amendment options; and,

WHEREAS, it is the desire of the Parish Council and Parish President to present the amendment proposals to the electorate of St. Charles Parish on the next regularly scheduled election date, October 14, 2023.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the following amendment proposals shall be presented to the electorate of St. Charles Parish on the next regularly scheduled election date, October 14, 2023, to amend the St. Charles Parish Home Rule Charter, effective January 8, 2024.

SECTION II. That the St. Charles Parish Council shall adopt forthwith a resolution calling an election for the purpose of presenting the following propositions.

CHARTER AMENDMENT PROPOSITIONS

Proposition 1 Shall Article III, Section A.2 of the St. Charles Parish Home Rule Charter be amended to read:

2. Salary

The members of the parish council elected at large shall receive an annual salary of \$24,000.00 and the members elected by districts shall receive an annual salary of \$19,200.00, effective January 8, 2024. The annual salaries of the parish council, as established herein, shall be adjusted by the same percentage rate as the cost of living adjustment approved for civil service employees in 2025 and each succeeding year thereafter. Each member shall receive his actual and necessary expenses incurred in the performance of his duties, within limitations established by the parish council.

Proposition 2 Shall Article III, Section B.2 of the St. Charles Parish Home Rule Charter be amended to read:

2. Salary

The annual salary of the parish president shall be fixed at \$175,000.00, effective January 8, 2024, and may be increased by ordinance of the parish council, provided that an ordinance increasing the president's salary shall not be passed during the last year of a term and no salary increase shall become effective during the term in which the ordinance is adopted. The parish president shall be eligible for all benefits available to full-time employees of the Parish.

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

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

And the ordinance was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth A. Billings
SECRETARY: Michelle Dupont

2023-0140
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 23-6-9
An ordinance approving and authorizing the execution of a Contract with Barriere Construction Co., LLC for Road Maintenance 2022-23 (Project No. P220501) in the amount of \$2,499,902.45.

WHEREAS, Ordinance No. 22-7-2 adopted on July 5, 2022, by the St. Charles Parish Council approved and authorized the execution of a Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform planning services for the Road Maintenance 2022-23 (Project No. P220501) in the not to exceed amount of \$316,728.72; and,

WHEREAS, sealed bids were received by St. Charles Parish on May 23, 2023, Road Maintenance 2022-23 (Project No. P220501); and,

WHEREAS, Digital Engineering & Imaging, Inc. has reviewed the bids and recommends that the contract be awarded to the lowest responsive and responsible bidder, Barriere Construction Co., LLC, in the amount of \$2,499,902.45.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the bid of Barriere Construction Co., LLC for the construction of Road Maintenance 2022-23 (Project No. P220501) is hereby approved and accepted in the amount of \$2,499,902.45.

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

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

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

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

And the ordinance was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth A. Billings
SECRETARY: Michelle Dupont

DLVD/PARISH PRESIDENT: June 20, 2023
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: June 20, 2023
AT: 3:48 pm RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20____, by Barriere Construction Co. LLC hereinafter called the "Contractor", whose business address is P.O. Box 1576 (1268 LA-3127) Boutte, LA 70039 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: Road Maintenance 2022-23 Project Number: P220501

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Digital Engineering & Imaging, Inc., located at 527 W. Esplanade Ave. Suite 200, Kenner, LA 70065

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 April 19, 2023, Addenda number(s) 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.04 The Work is generally described as follows: repair and/or overlay of existing asphalt streets.

ARTICLE 2

ENGINEER

2.01 The Project has been designed by Digital Engineering & Imaging, 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 90 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 five hundred dollars \$500 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) (\$ 2,499,902.45) Two Million Four Hundred Ninety-Nine Thousand Nine Hundred Two Dollars and Forty-Five Cents 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 (Number 1 inclusive)

h) Contract documents bearing the general title " Road Maintenance 2022-23 " dated April 19, 2023.

i) Drawings, consisting of a cover sheet dated) N/A and the sheets listed on Drawing N/A; each sheet bearing the following general title: Road Maintenance 2022-23.

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

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

2023-0141

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT

(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 23-6-10

An ordinance approving and authorizing the execution of a Contract with Sealevel Construction, Inc., for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the amount of \$9,190,697.00.

WHEREAS, a Professional Services Agreement was fully executed November 1, 2018, between St. Charles Parish and Picciola & Associates, Inc., to complete a conceptual study for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$15,918.00; and,

WHEREAS, Ordinance No. 19-7-3 adopted July 1, 2019, by the St. Charles Parish Council approved and authorized the execution of a professional service multi-phase project agreement with Picciola & Associates, Inc. to perform professional design services for Destrehan Pump Station (P.S.) No. 2 (Conveyance Improvements) (P181101), in the amount not to exceed \$183,375.00; and,

WHEREAS, Ordinance No. 20-7-13 adopted July 27, 2020, by the St. Charles Parish Council approved and authorized the execution of Amendment No.1 to the professional services agreement with Picciola & Associates, Inc., to include additional design work due to scope changes for Destrehan Pump Station (P.S.) No. 2 (Conveyance Improvements) (P181101), in the amount not to exceed \$54,927.00, increasing the total not to exceed design fee to \$238,302.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on May 9, 2023, for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101); and,

WHEREAS, Picciola & Associates, Inc. has reviewed the bids and recommends that the contract be awarded to the lowest responsive and responsible bidder, Sealevel Construction, Inc., in the amount of \$9,190,697.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Sealevel Construction, Inc., for the construction of Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101) is hereby approved and accepted in the amount of \$9,190,697.00.

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

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

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

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

NAYS: NONE

ABSENT: BELLOCK

And the ordinance was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings

SECRETARY: Michelle Depastato

DLVD/PARISH PRESIDENT: June 20, 2023

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: June 20, 2023

AT: 3:48pm RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 2023, by Sealevel Construction, Inc., hereinafter called the "Contractor", whose business address is P.O. Box 1037, Thibodaux, LA 70302, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

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

Project Name: Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements

Project Number: P181101

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Picciola & Associates, Inc. located at 115 Picciola Parkway (P.O. Box 687), Cut Off, LA 70345.

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 March 17, 2023, 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 thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.04 The Work is generally described as follows: Increased pump station sump area, structural modifications to the existing pump station to increase intake water flow, modifications to the proposed additional trash screen bays, modifications to the proposed pump station bridge over trash screen bays and concrete revetment bottom and steel sheet pile bulkhead along Dumleith Canal to increase the basin cross sectional area. Refer to Plans and Specifications for complete scope and details.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

3.01 The Contractor shall complete all of the Work under the Contract within 240 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 dollars \$1,000.00 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) (\$9,190,697.00) Nine million one hundred ninety thousand six hundred ninety-seven Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

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

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

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

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

a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or

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

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

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

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

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

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

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

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

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

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

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)

b) Performance Bond (Section 00611)

c) Payment Bond (Section 00610)

d) Insurance Certificates

e) Advertisement for Bids (Section 00010)

f) Louisiana Uniform Public Works Bid Form (Section 00300)

g) Addenda (Numbers One to Three inclusive)

h) Contract documents bearing the general title "Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements " dated March 17, 2023.

i) Drawings, consisting of a cover sheet dated March 17, 2023, and the sheets listed on Drawing Sheet 1 of 17; each sheet bearing the following general title: Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements Project No. P181101.

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: _____

Title: _____

ATTEST:

By: _____

Title: _____

CONTRACTOR: Sealevel Construction, Inc.

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

2023-0142
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)
ORDINANCE NO. 23-6-11
An ordinance approving and authorizing the execution of a Professional Services Agreement with Fairway Consulting and Engineering, LLC, to perform engineering services for the River Oaks Lift Station Replacement (Project No. S230501), in the amount not to exceed \$191,000.00.

WHEREAS, the River Oaks Street Lift Station is an older station showing irreparable damage to the well and the difficulty in obtaining parts; and,

WHEREAS, St. Charles Parish wishes to replace the existing station with a new station to address these issues; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Fairway Consulting and Engineering, LLC describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Professional Services Agreement between St. Charles Parish and Fairway Consulting and Engineering, LLC, to perform engineering services as required by the Department of Wastewater for River Oaks Lift Station Replacement (Project No. S230501), in the amount not to exceed \$191,000.00 is hereby approved and accepted.

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

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

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

NAYS: NONE

ABSENT: BELLOCK

And the ordinance was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: B. J. Billings

SECRETARY: Michelle Dupont

DLVD/PARISH PRESIDENT: June 20, 2023

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: June 20, 2023

AT: 3:48 pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2023 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 FAIRWAY CONSULTING AND ENGINEERING, LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part

hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for RIVER OAKS LIFT STATION REPLACEMENT Project No. S230501 as described in Ordinance No. 23-6-11 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

RIVER OAKS LIFT STATION REPLACEMENT
Project No. S230501

- 2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

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

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

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

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

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

b. Timesheets for all hours invoiced.

c. Invoice copies, logs or other substantiation of non-salary expenses.

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

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

b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.

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

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

12.0 INSURANCE

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

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

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

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

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

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

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

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

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

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of,

resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

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

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

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 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:

Billy Raymond

Kayla Hays

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

6-20-23

Date:

WITNESSES:

FAIRWAY CONSULTING AND ENGINEERING, LLC

By: John Catalanotto, PE, PMP
President

Date:

**ATTACHMENT “A”
PROJECT SCOPE**

RIVER OAKS LIFT STATION REPLACEMENT
Project No. (S230501)

The Scope of Work is as follows:

Replacement of the River Oaks Lift Station located in Destrehan, by removing the existing dry well and constructing a new submersible lift station and valve pit. The existing lift station is located within the road right of way of the 400 block of River Oaks Drive, approximately 980 feet northeast of the intersection of Eve Street and River Oaks Drive.

PART 1 – BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

Upon written authorization from OWNER, CONSULTANT shall:

a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.

b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.

c. Prepare a program of borings and other soil investigations that may be required.

d. Provide written notice to all utility companies (private and public) about the project and request utility “as-built” information from them.

e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.

f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.

g. Obtain and review OWNER’s contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.

h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT’s services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

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. SURVEY

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

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

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

Data Collection and Processing:

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

Project Control:

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

Survey Data Deliverables:

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

- f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
- g. Orthometric Height – Z (Feet)
- h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
- i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)
- j. Horizontal and vertical accuracy
- k. Units
- l. Scale factor

B. GEOTECHNICAL INVESTIGATION

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlined 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).

C. PERMITTING

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.

D. RESIDENT PROJECT REPRESENTATIVE (RPR)

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:

- 1. 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.
- 2. 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.
- 3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
- 4. Comply with Site safety programs.
- 5. Serve as 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.
- 6. 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.
- 7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- 8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- 13. Resident Project Representative shall not:
 - a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
 - c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
 - d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

ATTACHMENT "B"
PROJECT SCHEDULE

RIVER OAKS LIFT STATION REPLACEMENT
Project No. (S230501)

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

	Number of Days to Complete
Preliminary Design Phase	30
Final Design Phase	60
Bid Phase	45
Construction Phase	270

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

RIVER OAKS LIFT STATION REPLACEMENT
Project No. (S230501)

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

a.	The total compensation for basic services as described in Attachment A is estimated to be \$63,000.00 based on the following estimated distribution of compensation:
1.	Preliminary Design Phase (30%) \$18,900.00
2.	Final Design Phase (40%) \$25,200.00
3.	Bid Phase (5%) \$3,150.00
4.	Construction Phase (25%) \$15,750.00
b.	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.
c.	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.
d.	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.
e.	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:

a.	Surveying \$11,500.00
b.	Geotechnical Investigation \$11,500.00
c.	Permitting \$5,000.00

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

1.	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 \$100,000.00, at the hourly rate as listed in Attachment C-1.
2.	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 270-day construction schedule.

Attachment C-1

Rate Table

Personnel	Rate
Principal/Senior Project Manager	\$ 210.00
Project Manager	\$ 190.00
Senior Engineer/Professional Support	\$ 175.00
Associate Engineer/Professional Support	\$ 150.00
Engineer Intern/Senior CAD Designer	\$ 125.00
Senior Resident Inspector	\$ 115.00
Associate Resident Inspector	\$ 95.00
Intern	\$ 85.00
Resident Inspector	\$ 75.00
Associate CAD Designer/Administration	\$ 75.00
Subconsultants	Cost + 10%
Other Direct Cost (reproduction, lodging and subsistence, mileage, etc.)	Cost

2023-0143
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 23-6-12
An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$66,000.00.

WHEREAS, a Professional Services Agreement was fully executed November 1, 2018, between St. Charles Parish and Picciola & Associates, Inc., to complete a conceptual study for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$15,918.00; and,

WHEREAS, Ordinance No. 19-7-3 adopted July 1, 2019, by the St. Charles Parish Council approved and authorized the execution of a professional service multi-phase project agreement with Picciola & Associates, Inc. to perform professional design services for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (P181101), in the amount not to exceed \$183,375.00; and,

WHEREAS, Ordinance No. 20-7-13 adopted July 27, 2020, by the St. Charles Parish Council approved and authorized the execution of Amendment No.1 to the professional services agreement with Picciola & Associates, Inc., to include additional design work due to scope changes for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (P181101), in the amount not to exceed \$54,927.00, increasing the total not to exceed design fee to \$238,302.00; and,

WHEREAS, on June 19, 2023, St. Charles Parish Council will consider File No. 2023-0141 to approve and authorize the execution of a contract with Sealevel Construction, Inc., for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the amount of \$9,190,697.00; and,

WHEREAS, the Parish desires to test for vibrations during sheet pile installation at the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements project site; and,

WHEREAS, testing services will also consists of any soils and concrete testing (field and laboratory) necessary to verify backfill and concrete pours are adequate; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, 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 Alpha Testing and Inspection, Inc., for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101) in the not to exceed amount of \$66,000.00 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: June 20, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RET'D/SECRETARY: June 20, 2023
AT: 3:48 pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2023 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 ALPHA TESTING AND INSPECTION, 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 DESTREHAN PUMP STATION (P.S.) NO. 2 CONVEYANCE IMPROVEMENTS Project No. P181101 as described in Ordinance No. 23-6-12 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

DESTREHAN PUMP STATION (P.S.) NO. 2 CONVEYANCE
IMPROVEMENTS
Project No. P181101

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-RS. 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:

Billy Raymond
Larry Manley

ST. CHARLES PARISH

Matthew Jewell
By: Matthew Jewell
Parish President
6-20-23
Date:

WITNESSES:

ALPHA TESTING AND INSPECTION, INC.

By: Michael A. Devillier
President

Date:

ATTACHMENT "A"
PROJECT SCOPE

DESTREHAN PUMP STATION (P.S.) NO. 2 CONVEYANCE IMPROVEMENTS
Project No. (P181101)

The Scope of Work is as follows:

Perform vibration monitoring services at the construction site of the new sheet pile wall along Dunleith drainage canal and the existing sump of Destrehan Pump Station No. 2. Consultant is to document vibrations recorded during sheet pile installation. Consultant shall monitor vibrations near the existing residential structures along the project route. Soils and concrete testing both field and laboratory shall be documented to ensure backfill and poured concrete meet project specifications.

ATTACHMENT "B"
PROJECT SCHEDULE

DESTREHAN PUMP STATION (P.S.) NO. 2 CONVEYANCE IMPROVEMENTS
Project No. (P181101)

The CONSULTANT shall complete vibration monitoring during the entire duration of sheet pile installation. The sheet pile installation may take up to two months to complete. Soils and concrete testing shall be conducted as necessary throughout the entire duration of the construction project, based on the contractor's schedule.

ATTACHMENT "C"
PROJECT COMPENSATION

DESTREHAN PUMP STATION (P.S.) NO. 2 CONVEYANCE IMPROVEMENTS
Project No. (P181101)

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

- a. The total compensation for vibration monitoring and soil testing services as described in Attachment A is estimated to be \$66,000.00.
- b. 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.
- c. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.
- d. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

Attachment C-1

ALPHA TESTING AND INSPECTION, INC.

338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774

May 19, 2023

St. Charles Public Works
100 River Oaks Drive
Destrehan, LA 70047
Attn: Ms. Andre Ford

Re: Destrehan Pump Station
St. Charles Parish, LA

To Whom it May Concern:

We submit, herewith, our schedule of fees covering testing laboratory services on the above referenced project.

1. Logging the Driving of Foundation Piling:

Services of inspector to witness driving and prepare log,
Rate Per Day\$ 525.00

2. Vibration Monitoring

A.) Services of technician and equipment to monitor vibrations
From construction activities, Rate Per Day\$ 525.00

B.) Additional Unit, Rate/Day\$ 75.00

3. Concrete Testing and Inspection:

A.) Placement of ACI Certified Technician at source of supply
or jobsite during concrete operations, Also, pick up concrete
Compression test specimens, Rate/Hour\$ 50.00

B.) Curing and testing of concrete cylinders in Connection
with control, Rate/Each\$ 18.00

4. Soil Testing - Laboratory:

A.) Soil Classification, Each\$ 75.00

B.) Sieve Analysis (Limestone), Each\$ 75.00

C.) Moisture Density Relationship Test (Proctor), Each\$ 150.00

5. Soil Testing - Field:

A.) Services of Inspector to visit project site and make field
Density tests – Nuclear Method 12" Maximum Depth,
Rate/Hour or each\$ 50.00

B.) In place Density Test (Nuclear), Each\$ 15.00

6. Sampling Charge

Services of Technician to sample materials for laboratory
Testing, Rate/Hour\$ 50.00

7. Transportation Charge:

Rate/Mile Traveled\$ 0.55

Total estimated cost is based off the above CMT rates and the NDT rates within the Cornerstone attachment

*Total Estimated Cost \$ 66,000.00

NOTE: Travel time is portal to portal. There is a ¼ day minimum charge for any call out for inspection. Overtime hours are charged at 1 ½ times regular rate for all hours worked in excess of 8 hours per day, Monday through Friday and for all hours worked on Saturdays, Sundays and holidays.

We thank you for the opportunity of quoting you for these services. Your selection of Alpha Testing and Inspection, Inc. to perform these services will be appreciated.

Yours very truly,

ALPHA TESTING & INSPECTION, INC.

Michael A. Devillier
President

CORNERSTONE INSPECTION & THERMAL

2020 RATE STRUCTURE

(Quote# 2020.02)

SECTION 1: CONVENTIONAL & ADVANCED NDE SERVICES.....	2
1.1: Labor.....	2
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SECTION 3: YEAR 2019 STATUTORY HOLIDAYS.....	4

SECTION 1: CONVENTIONAL & ADVANCED NDE SERVICES

1.1: LABOR

Labor Classification ¹	S.I.	O.T.
AWS-CWI, w/UTSW Level II (8hr min)	\$ 87.00	\$ 121.80
Level II Tech PAUT (Phased Array)	\$ 87.00	\$ 121.80
Level II Tech UT	\$ 77.00	\$ 115.50
Level II Tech MT/PT	\$ 62.00	\$ 93.00
PMI Technician (8hr min)	\$ 72.00	\$ 102.24

- 1Straight time rates will apply to the first eight (8) hours of work per day on a non-holiday, Monday-Friday basis for all work that is scheduled with at least twenty-four-(24) hours advanced notice. Overtime rates will apply to all work scheduled with less than twenty-four-(24) hours advanced notice on a non-holiday weekday and all hours on a non-holiday Saturday or Sunday. All work taking place on a company holiday will be invoiced a two-(2) times the applicable rate for a minimum of eight-(8) hours per day. Travel time is charged portal to portal.
- 2One-(1) Supervisor will be assigned to each shift utilizing five-(5) to ten-(10) technicians.
- 3Technicians A combination personnel, charge of +20% of the lower labor charge will be added to the technician labor rate.

1.2: EQUIPMENT

Magnetic Particle Equipment	Rate	UOM
Magnetic Particle Portable Yokes	\$ 20.00	Day
Portable Generator	\$ 30.00	Day
Ultrasonic Equipment		
Olympus UT Unit (Instrument, probes, cal blocks)	\$ 45.00	Day
Olympus PAUT Unit (Instrument, probes, cal blocks)	\$ 40.00	Hour
Olympus PAUT scanner/encoding system	\$ 72.50	Hour
Onsite Reporting and Data Storage		
Computer/Camera	\$ 10.00	Day
Printer	\$ 15.00	Day

1.3: CONSUMABLES

Consumables	Rate
Dry Magnetic Powder Per LB	\$ 31.00
Mag Particle Contrast Paint	\$ 9.50
Mag Particle Bath	\$ 9.50
14 AM Prepared Bath (Aerosol)	\$ 23.00
Aerosol Cleaner	\$ 23.00
Aerosol Penetrant	\$ 23.00
Aerosol Penetrant Developer	\$ 23.00
Cold Couplant (Ambient to 120°)*	\$ 20.00
Medium Temperature Couplant (120°F to 400°F)	\$ 55.00
High Temperature Couplant (400°F to 900°F)	\$125.00
Rags Per LB	\$ 5.00

*A minimum usage fee of ¼ gallon will apply.

Miscellanies		
All Third-Party Equipment & Supplies	Cost + 15%	N/A

SECTION: 2 TRAVEL & MISCELLANIES (ALL SERVICES)

Travel, Per Diem, & Miscellanies ¹	Rate	UOM
Per Diem (Meals)	\$ 40.00	Per Man/Day
Lodging	\$ 110.00	Per Man/Day
Mileage in excess of 25 miles round trip	\$ 0.80	Mile
Inspection Vehicle	\$ 50.00	Day

1 Whenever possible, CORNERSTONE INSPECTION, LLC. Will utilize personnel that are assigned to the facility with the closest proximity to the jobsite. In the event that the employee requirements exceed the available labor pool in the facility with the closest proximity to the jobsite, or the required Qualification/Certification Level is not available, with the authorization of the client, we will draw on the personnel resources of other regions and additional travel charges will apply.

Conditions:

- A four-(4) hour minimum will apply to all call-out work in town, unless otherwise stated; an eight-(8) hour minimum will apply to all work in excess of 100 miles round trip. A \$100.00 minimum applies to all in-house NDE lab work. A twelve (12) hour minimum applies to all work done Off-Shore.
- Load time and travel time will be charged. Travel time will be charged portal to portal and at the regular or overtime rate, whichever is applicable at the time the travel occurs.
- Standby rates for lost time due to delays beyond our control are charged at the applicable hourly rate for labor and equipment.
- Any client site-specific orientation or medical examinations will be charged at the applicable hourly labor rates.
- A technician performing dual or multiple services/methods during a single mobilization will be charged at the higher of the applicable rates.

Terms:

- The prices quoted herein will be held firm until January 2, 2021, provided that
- Net 30 days upon receipt of invoice.
- All taxes, as applicable, are extra.

SECTION 3: YEAR 2020 STATUTORY HOLIDAYS

The following days will be observed as CORNERSTONE INSPECTION LLC statutory holidays:

- New Year's Day
- Good Friday
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Christmas Day

2023-0155

INTRODUCED BY: HOLLY FONSECA, COUNCILWOMAN-AT-LARGE, DIVISION B
BETH A. BILLINGS, COUNCILWOMAN-AT-LARGE, DIVISION A
LA SANDRA DARENSBOURG GORDON, COUNCILWOMAN, DISTRICT I
MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
DICK GIBBS, COUNCILMAN, DISTRICT III
BOB FISHER, COUNCILMAN, DISTRICT VI
(BOND COUNSEL)

RESOLUTION NO. 6702
A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to vote upon the adoption of amendments to the current St. Charles Parish Home Rule Charter; making application to the State Bond Commission and providing for other matters in connection therewith.

BE IT RESOLVED by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), that:

SECTION 1. Election Call. Subject to the approval of the State Bond Commission, and under the authority conferred by the Constitution of the State of Louisiana of 1974, including Article VI, Sections 5, and 22 thereof, the applicable provisions of the Louisiana Election Code, and other constitutional and statutory authority, a special election is hereby called and ordered to be held in the Parish on **SATURDAY, OCTOBER 14, 2023**, between the hours of seven o'clock (7:00) a.m. and eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, and at the said election there shall be submitted to all registered voters qualified and entitled to vote at the said election under the Constitution and laws of this State and the Constitution of the United States, the following propositions, to-wit:

CHARTER AMENDMENT PROPOSITION NO. 1 OF 2

Shall Article III, Section A.2 of the St. Charles Parish Home Rule Charter be amended to read:

The members of the parish council elected at large shall receive an annual salary of \$24,000.00 and the members elected by districts shall receive an annual salary of \$19,200.00, effective January 8, 2024. The annual salaries of the parish council, as established herein, shall be adjusted by the same percentage rate as the cost of living adjustment approved for civil service employees in 2025 and each succeeding year thereafter. Each member shall receive his actual and necessary expenses incurred in the performance of his duties, within limitations established by the parish council?

CHARTER AMENDMENT PROPOSITION NO. 2 OF 2

Shall Article III, Section B.2 of the St. Charles Parish Home Rule Charter be amended to read:

The annual salary of the parish president shall be fixed at \$175,000.00, effective January 8, 2024, and may be increased by ordinance of the parish council, provided that an ordinance increasing the president's salary shall not be passed during the last year of a term and no salary increase shall become effective during the term in which the ordinance is adopted. The parish president shall be eligible for all benefits available to full-time employees of the Parish?

SECTION 2. Publication of Notice of Election. A Notice of Special Election shall be published in the official journal of the Parish once a week for four consecutive weeks, with the first publication to be made not less than forty-five (45) days nor more than ninety (90) days prior to the date of the election, which Notice shall be substantially in the form attached hereto as "Exhibit A" and incorporated herein by reference the same as if it were set forth herein in full.

Notwithstanding the foregoing, prior to the publication of the Notice of Election, the Secretary of this Governing Authority is authorized and directed to make any amendments to the foregoing propositions that may be required to comply with any state or federal regulatory agencies.

SECTION 3. Canvass. This Governing Authority shall meet at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, on **MONDAY, NOVEMBER 6, 2023, at SIX O'CLOCK (6:00) P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election.

SECTION 4. Polling Places. The polling places for the precincts in the Parish are hereby designated as the polling places at which to hold the said elections, and the Commissioners-in-Charge and Commissioners, respectively, will be the same persons as those designated in accordance with law.

SECTION 5. Election Commissioners; Voting Machines. The officers designated to serve as Commissioners-in-Charge and Commissioners pursuant to Section 4 hereof, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, shall hold the said special election as herein provided, and shall make due returns of said election for the meeting of the Governing Authority to be held as provided

in Section 3 hereof. All registered voters in the Parish will be entitled to vote at the special election, and voting machines shall be used.

SECTION 6. Authorization of Officers. The Secretary of the Governing Authority is hereby empowered, authorized and directed to arrange for and to furnish to said election officers in ample time for the holding of said election, the necessary equipment, forms and other paraphernalia essential to the proper holding of said election and the Chairman and/or Secretary of the Governing Authority are further authorized, empowered and directed to take any and all further action required by State and/or Federal law to arrange for the election.

SECTION 7. Furnishing Election Call to Election Officials. Certified copies of this resolution shall be forwarded to the Secretary of State, the Clerk of Court and *Ex-Officio* Parish Custodian of Voting Machines of St. Charles Parish and the Registrar of Voters of St. Charles Parish, as notification of the special election, in order that each may prepare for said election and perform their respective functions as required by law.

SECTION 8. Application to State Bond Commission. Application is made to the State Bond Commission for consent and authority to hold the special election as herein provided, and in the event said election carries for further consent and authority to amend the Home Rule Charter. A certified copy of this resolution shall be forwarded to the State Bond Commission on behalf of this Governing Authority, together with a letter requesting the prompt consideration and approval of this application.

SECTION 9. Employment of Special Counsel. This Governing Authority finds and determines that a real necessity exists for the employment of special counsel for legal work on behalf of the Parish with respect to the proposed election, and accordingly, Foley & Judell, L.L.P., of New Orleans, Louisiana, is hereby employed as special counsel for the Parish, to do and perform comprehensive, legal and coordinate professional work in connection with the aforesaid election. The fee to be paid said special counsel, if any, shall be an amount computed at hourly rate based on the Attorney General's then current Maximum Hourly Fee Schedule, together with reimbursement of out-of-pocket expenses.

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

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

And the resolution was declared adopted on this, the 19th day of June, 2023.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: June 20, 2023
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 20, 2023
AT: 3:48 pm RECD BY: [Signature]

EXHIBIT "A"

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), on June 19, 2023, NOTICE IS HEREBY GIVEN that a special election will be held within the Parish on **SATURDAY, OCTOBER 14, 2023**, and that at the said election there will be submitted to all registered voters in the Parish qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following propositions, to-wit:

CHARTER AMENDMENT PROPOSITION NO. 1 OF 2

Shall Article III, Section A.2 of the St. Charles Parish Home Rule Charter be amended to read:

The members of the parish council elected at large shall receive an annual salary of \$24,000.00 and the members elected by districts shall receive an annual salary of \$19,200.00, effective January 8, 2024. The annual salaries of the parish council, as established herein, shall be adjusted by the same percentage rate as the cost of living adjustment approved for civil service employees in 2025 and each succeeding year thereafter. Each member shall receive his actual and necessary expenses incurred in the performance of his duties, within limitations established by the parish council?

CHARTER AMENDMENT PROPOSITION NO. 2 OF 2

Shall Article III, Section B.2 of the St. Charles Parish Home Rule Charter be amended to read:

The annual salary of the parish president shall be fixed at \$175,000.00, effective January 8, 2024, and may be increased by ordinance of the parish council, provided that an ordinance increasing the president's salary shall not be passed during the last year of a term and no salary increase shall become effective during the term in which the ordinance is adopted. The parish president shall be eligible for all benefits available to full-time employees of the Parish?

Said special election will be held at each and every polling place in the Parish, which polls will open at seven o'clock (7:00) a.m. and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541.

The polling places for the precincts are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.

The estimated cost of this election as determined by the Secretary of State based upon the provisions of Chapter 8-A of Title 18 and actual costs of similar elections is \$6,800.

The said special election will be held in accordance with the applicable provisions of Chapter 5 and Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitutes thereof as may be selected and designated in accordance with La. R.S. 18:1287, will make due returns thereof to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, on **MONDAY, NOVEMBER 6, 2023, at SIX O'CLOCK (6:00) P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election. All registered voters of the Parish are entitled to vote at said special election and voting machines will be used.

2023-0149
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6703
A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement, as requested by Geraldine Sanders and Ruth Ann Tassin.
WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,
WHEREAS, the Subdivision Regulations require lots possess frontage on a street or roadway that meets the specifications of the Subdivision Regulations; and,
WHEREAS, the applicant has requested a waiver from the arrangement requirement for Lots Y-1 and Y-2 as shown on a survey by Stephen P. Flynn, PLS dated January 12, 2023; and,
WHEREAS, granting the waiver will allow Lots Y-1 and Y-2 to have no frontage on a street or roadway that meets the specifications of the Subdivision Regulations; and,
WHEREAS, the Planning and Zoning Commission approved the resubdivision with the waiver at its meeting on June 1, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the arrangement requirement to allow Lots Y-1 and Y-2 as shown on a survey by Stephen P. Flynn, PLS dated January 12, 2023, as requested by Geraldine Sanders and Ruth Ann Tassin.

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

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

And the resolution was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: June 20, 2023
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 20, 2023
AT: 3:48 pm RECD BY: [Signature]

2023-0150
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6704
A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement, as requested by Dawn R. Dufrene, Nelda Stidham Woodruff, and Barbara Stidham Schneider.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,
WHEREAS, the Subdivision Regulations require lots possess frontage on a street or roadway that meets the specifications of the Subdivision Regulations; and,
WHEREAS, the applicant has requested a waiver from the arrangement requirement for Lot 5-B1 as shown on a survey by Louis J. Gassen Jr., PLS dated March 30, 2023; and,
WHEREAS, granting the waiver will allow Lot 5-B1 to have no frontage on a street or roadway that meets the specifications of the Subdivision Regulations; and,
WHEREAS, the Planning and Zoning Commission approved the resubdivision with the waiver at its meeting on June 1, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the arrangement requirement to allow Lot 5-B1 as shown on a survey by Louis J. Gassen Jr., PLS dated March 30, 2023, as requested by Dawn R. Dufrene, Nelda Stidham Woodruff, and Barbara Stidham Schneider.

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

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

And the resolution was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: June 20, 2023
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 20, 2023
AT: 3:48 pm RECD BY: [Signature]

2023-0151
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
BETH A. BILLINGS, COUNCILWOMAN-AT-LARGE, DIVISION A
HOLLY FONSECA, COUNCILWOMAN-AT-LARGE, DIVISION B
LA SANDRA DARENSBOURG GORDON, COUNCILWOMAN, DISTRICT I
MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
DICK GIBBS, COUNCILMAN, DISTRICT III
MARILYN B. BELLOCK, COUNCILWOMAN, DISTRICT V
BOB FISHER, COUNCILMAN, DISTRICT VI
JULIA FISHER-CORMIER, COUNCILWOMAN, DISTRICT VII

RESOLUTION NO. 6705
A resolution to support Louisiana's request to take primary enforcement responsibility (primacy) for the permitting of geologic carbon capture and sequestration (CCS) facilities.

WHEREAS, Companies seeking to develop CCS projects must receive approval for Class VI wells from the U.S. Environmental Protection Agency (EPA) unless the EPA grants primacy to the host state; and,
WHEREAS, EPA review of Class VI well applications is a multi-year process and is a key source of delay for CCS projects; and,
WHEREAS, New Class VI wells will need to be permitted at an increased rate to support the buildout of CCS technology, which is a critical tool for Louisiana's energy and chemical industries to mitigate greenhouse gas emissions and continue to employ approximately 350,000 Louisiana residents; and,
WHEREAS, Louisiana first submitted its request for primacy to the EPA in 2021 and later submitted a revised application request earlier this year; and,
WHEREAS, Louisiana's state agencies have the extensive knowledge and the proven expertise to safely administer a Class VI well program while recognizing the needs facing local communities; and,
WHEREAS, it is critical that the people of Louisiana have the ability to make timely decisions about its future without the delay of federal bureaucracy in Washington, D.C.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT do hereby urge the EPA to formally approve Louisiana's request for primacy for permitting new CCS projects.

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

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

And the resolution was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: June 20, 2023
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 20, 2023
AT: 3:48 pm RECD BY: [Signature]



MATTHEW JEWELL
PARISH PRESIDENT

St. CHARLES PARISH
OFFICE OF THE PARISH PRESIDENT

Stacey Dwyer
Deputy Regional Administrator
USEPA Region 6
1201 Elm Street
Suite 500
Dallas, TX 75270-210

May 30, 2023

Dear Ms. Dwyer,

Louisiana's ability to establish primary enforcement responsibility (primacy) for Class VI injection wells is critical as Louisianans continue to decide the future of our state's oil and natural gas industries and the use of carbon capture utilization and storage (CCUS) technology. I appreciate the Environmental Protection Agency's (EPA) recognition of this fact, as the EPA has proposed to approve revisions to the Louisiana Safe Drinking Water Act's Underground Injection Control program, and I encourage the EPA to formally adopt this proposal and grant the state of Louisiana primacy for the permitting of new CCUS projects.

Granting Louisiana's request for primacy is a critical step to allow our state agencies, who possess the in-depth knowledge to make the best decisions about our state's oil and natural gas industry. It prevents distant policymakers in Washington from making choices that may not align with the best interests of our communities.

Unfortunately, federal policies often adopt a one-size-fits-all approach, disregarding the specific circumstances and requirements of individual states and localities. Consequentially, such decisions often generate frustration among those who are directly affected, including the people of Louisiana. For example, new electric vehicle (EV) standards set by the Department of Transportation promoting the use of EVs, without adequately addressing the lack of EV charging infrastructure in rural parts of Louisiana. This highlights the mismatch between the wants of federal policymakers and the actual needs of local communities.

In contrast, Louisiana's state agencies are more familiar with the specific circumstances and needs facing our communities. Additionally, our state and local elected leaders have intimate knowledge of the local issues better than federal bureaucracies and are therefore better equipped to represent the concerns of the communities on these important issues.

That is especially true when it comes to decisions that would affect Louisiana's oil and natural gas industry, which support jobs for nearly 350,000 hardworking Louisianans and contributes

substantial 23% of the state's annual GDP. Furthermore, our state has successfully managed one of the nation's most highly regulated industries to help provide energy to the people of Louisiana and the nation.

Ultimately, it is critical that the people of Louisiana are able to make decisions about our state without having to seek approval from government officials in Washington. It is for that reason that I urge the EPA to formally approve Louisiana's request for primacy for the permitting of new CCUS projects.

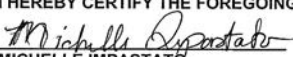
Thank you for your attention to this matter.

Sincerely,



Matthew L. Jewell
Parish President
St. Charles Parish

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: June 29, 2023

Public Notice

ST. CHARLES PARISH GOVERNMENT
ADJUDICATED PROPERTY SALE ADVERTISEMENT

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CONSTITUTION AND THE LAWS OF THE STATE OF LOUISIANA, I WILL SELL, AT CIVICSOURCE.COM, WITHIN THE LEGAL HOURS FOR JUDICIAL SALES BEGINNING AT 8:00 O'CLOCK A.M ON THE 5th DAY OF JULY, 2023 AND CONTINUING UNTIL SAID SALES ARE COMPLETED, TITLE TO IMMOVABLE PROPERTY ON WHICH TAXES WERE ADJUDICATED TO THE ST. CHARLES PARISH GOVERNMENT, TO ENFORCE COLLECTION OF TAXES. THE NAMES OF SAID DELINQUENT TAX DEBTORS AND THE LEGAL DESCRIPTION FOR EACH OF THE PROPERTIES TO BE OFFERED FOR SALE ARE AS FOLLOWS:

POSEY, MICHAEL, SR.
821 EAST HOOVER, DESTREHAN, LA 70047 TAXES OWED ARE WITH TWO (2) LOTS, #10 AND 11, FRONTING 20' EACH ON EAST HOOVER STREET BY A DEPTH OF 80', SQUARE 43, NEW SARPY SUBDIVISION, WARD 3, ST. CHARLES PARISH, LOUISIANA, PER PLAN OF SUBDIVISION OF BLYTHE CO., INC. 302104300010

ON THE DAY OF SALE I WILL SELL THE PROPERTY TO THE HIGHEST BIDDER. THE SALE WILL BE WITHOUT APPRAISEMENT, FOR CASH OR OTHER PAYMENT METHODS ACCEPTABLE TO THE TAX COLLECTOR, IN LEGAL TENDER MONEY OF THE UNITED STATES, AND A NON-WARRANTY CASH SALE CERTIFICATE SHALL BE ISSUED TO THE PURCHASER FOR THE PROPERTY.

Publish: June 29, 2023

Public Notice

PUBLIC NOTICE

Department of Natural Resources
Office of Mineral Resources

High West Sequestration LLC – Public Hearing
Operating Agreement in Jefferson and St. Charles Parishes, Louisiana
Docket No. OMR 23-01

In accordance with the laws of the State of Louisiana, and with particular reference to the provisions of Title 30 of the Louisiana Revised Statutes of 1950, a public hearing will be held at the Doris Hooper Pitts Belle Terre Library, 5550 Belle Terre Road, Marrero, Louisiana 70072 at 11:00 AM on **Friday, July 21, 2023** and a public hearing will be held at the St. Charles Parish Library East Regional Branch, 160 West Campus Drive, Destrehan, Louisiana 70047 at 3:00 PM on **Friday, July 21, 2023** to solicit comments on the proposed Operating Agreement between the State of Louisiana and **High West Sequestration LLC**. The Operating Agreement is subject to change and consideration for final approval by the State Mineral and Energy Board at one of its upcoming meetings.

The Operating Agreement is for the sequestration of carbon dioxide beneath State property in Salvador Wildlife Management Area and Lake Cataouatche, located in Jefferson and St. Charles Parishes, Louisiana. All comments on the proposed Operating Agreement will be heard.

The Operating Agreement is available to the public by clicking on the link titled "OMR's Special Notices and Announcements" found on The Office of Mineral Resources website at <http://www.dnr.louisiana.gov/index.cfm/page/168>. In addition, written comments may be emailed to OMR@la.gov or mailed to **Office of Mineral Resources, Post Office Box 2827, Baton Rouge, Louisiana 70821-2827** to be received on or before July 21, 2023. Please reference Docket No. OMR 23-01 in your comments. No additional public comments will be accepted after this date.

Parties interested in presenting an offer to enter into an operating agreement for the sequestration of carbon dioxide beneath the same State property listed above must submit an offer to OMR@la.gov or have said offer delivered to **Office of Mineral Resources, Post Office Box 2827, Baton Rouge, Louisiana 70821-2827** on or before July 21, 2023 in order for that offer to be considered.

All parties having interest therein shall take notice thereof.

JAMIE S. MANUEL
ASSISTANT SECRETARY
OFFICE OF MINERAL RESOURCES

Publish: June 29, 2023

Public Notice

PUBLIC NOTICE

REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

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

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

Kenneth Gerard Bird
26 Wagon Train Ln, St. Rose, LA 70087
Lot 10
Block 27
Subdivision: Bar None Ranch Est.
Nature of violation: Grass cutting & removal of debris

Edward R. Fabre
415 Carolyn Dr., Unit A, Destrehan, LA 70047
Lot 123A
Subdivision: Carolyn Drive Subd.
Nature of violation: Grass cutting & removal of debris

Stephen D. Keys
310 Lac Iberville Dr., Luling, LA 70070
Lot 13
Block 5
Subdivision: Ashton Pltn., Phase 1
Nature of violation: Grass cutting & removal of debris

Angela Orgeron Robert
23 Bronco Ln., St. Rose, LA 70087
Lot 10
Block 20
Subdivision: Bar None Ranch Est.
Nature of violation: Grass cutting & removal of debris

PUBLISH: June 29, 2023

Public Notice

ST CHARLES PARISH HOSPITAL SERVICE DISTRICT NO 1

The Board of commissioners of St Charles Parish Hospital Service District, Parish of St Charles, State of Louisiana met for a regular Board of Commissioners' meeting on March 29, 2023, at 2 03 PM It was noted the following Board Members were present Mi Jake Lemmon, Mrs Pamela Smith, Mr Timothy Vial, and Mrs Karen Raymond

Absent Mr William Simon

Mr Jake Lemmon announced Public Hearing and requested anyone wishing to address the Board on any of the agenda items for today's meeting to please speak now There being none, after three (3) announcements, the Public Hearing was closed

Under Special Business, Mr Keith Dacus announced special recognition Mi Jarrett Fuselier announced Erin Jacobs, RN, Director of Surgical Seivices, as Patient Safety Champion Mr Fusehier stated that Mrs Jacobs led multiple projects to improve patient safety, employee engagement scores are exemplary, both which led to great patient outcomes

Mr Jake Lemmon entertained a motion to enter Executive Session for discussing Strategic Planning and/or Personnel Issues It was motioned by Vial seconded by Raymond to enter into Executive Session at 2 07 PM for the purpose previously stated

For Lemmon, Smith, Raymond and Vial

Against None

It was motioned by Raymond seconded by Smith to return to regular session at 2 30 PM

For Lemmon, Smith, Raymond and Vial

Against None

New Business followed Mr Jake Lemmon requested approval for IGT for Medicaid Program Support \$6M It was motioned by Vial seconded by Raymond to approve IGT for Medicaid Program Support \$6M

For Lemmon, Smith, Raymond and Vial

Against None

The Board of Commissioner's Minutes from the March 1, 2023 meeting were presented There being no revisions, it was motioned by Smith seconded by Raymond to approve the March 1, 2023 Board of Commissioner's minutes as presented

For Lemmon, Smith, Raymond and Vial

Against None

Dr Danielle Levy, Chief of Staff, presented the Medical Staff Report from the March 14, 2023 meeting It was motioned by Raymond seconded by Smith to approve the Medical Staff Executive Committee Report from the March 14, 2023 meeting as presented

For Lemmon, Smith, Raymond and Vial

Against None

Dr Danielle Levy reported that all credential files were thoioroughly reviewed by the appropriate physician members prior to the meeting Files were reviewed according to the Medical Staff bylaws

It was motioned by Vial seconded by Smith to approve the following credentials as presented There were two new physicians W Oren Blalock, MD – Hospital Medicine, Micelle Haydel, MD – Emergency Medicine, three advanced practice professionals Kaysie Boudreaux, NP – Hospital Medicine, Elisa LaFrance, NP – Hospital Medicine, Anne Ledet, NP – Hematology/Oncology, six resignations Michael Handrigan, MD – Emergency Medicine, Georgia Lea, MD – Neurology, Kayci Mayer – CRNA, Robert Miller, MD – TeleRadiology, Kalvin Nathaniel, DO – Emergency Medicine, Lauren Scalercio, MD – Anesthesiology, two provisional reviews Carlos Gutierrez-Hevia, Emergency Medicine, Madhumati Reddy, MD – Hospital Medicine, and twenty-six reappointments Ann Azcuzy, MD – Emergency Medicine, Jane Congeni, MD – Radiology, Aimee Coscarat, MD – Pathology, Erica Diggs, MD – Hospital Medicine, Abby Gandolfi, MD – Internal Medicine, Tiffany Jan, MD – Emergency Medicine, William Johnston, MD – Colon & Rectal Surgery, John Kalmar, MD – Radiology, Joseph Koveleskie, MD – Anesthesiology, Marc Matrana, MD – Hematology/Oncology, Renee Meadows, MD – Hospital Medicine, Dawn Puente, MD – Internal Medicine, Sumanth Punukollu, MD – Emergency Medicine, Kellin Reynolds, MD – Gynecology, Melanie Sheen, MD – Hematology/Oncology, Dana Smetherman, MD – Radiology, Zohreh Soltani, MD – Nephrology, Philip Strauss, MD – Emergency Medicine, Tommy Weaver, MD – Radiology, Parina Cho, MD – Radiology, Jennifer Creedon, MD- Psychiatry, Steven Edson, MD – Radiology, David Galarneau, MD – Psychiatry, Grace Jackson, MD – Psychiatry, Brian Lempa, DO – Psychiatry, Kayleigh Binet, PA – Orthopedies

For Lemmon, Smith, Raymond and Vial

Against None

The Quality and Patient Experience Report was provided by Mr Jarrett Fuselier and Mr Keith Dacus Mr Fuselier presented the Provie Oun Value Quality, HCAHPS, EDCAHPS, Ambulatory, Outpatient Diagnostics, Medical Practice, and TeleMedicine Mi Keith Dacus presented Serve More Patients data and the Primary Care Goals/Metrics, Physician Updates, and St Charles Clinic Unique Patients by Care Type

Ms Tara Alleman presented the Finance Report MTD Statistical Graphs, MTD Financial Graphs, Financial Summary Statistical Report, Surgery Report, Cash Receipts Report and Agency FTE's for the month of February were presented

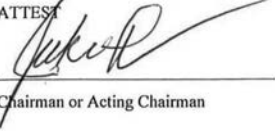
The Chief Executive Officer's Report followed Mi Keith Dacus gave the Moment of Quality He read aloud a patient letter recognizing Dr Kimberly Dalmau, Dr Anne McConville, and the Surgery Team including Tawanna, Crystal, Angelle, Dana, Rebeka, Tate and Sue Mr Dacus commended them for their efforts and stated this results in high patient experience scores

Mr Keith Dacus gave updates on the hospital and clinics Mr Dacus also presented the Community Outreach topic, including the Volunteer Services/Auxiliary/Community Outreach/Synergy important dates

Mr Jake Lemmon stated being no announcements, the next scheduled Board of Commissioners' Meeting is April 26, 2023 at 2 00 PM

There being no further business, it was motioned by Smith seconded by Raymond to adjourn. The motion carried, and the meeting ended at 2:44 PM.

ATTEST



Chairman or Acting Chairman



Secretary

Publish: June 29, 2023

ADVERTISEMENT TO BID

Storage Tank and Containment Zone Demolition and Site Improvements

LOCATED IN:	St. John the Baptist Parish
TYPE OF CONSTRUCTION:	Demolition and removal of existing structure
CONSTRUCTION CLASSIFICATION:	Structural Demolition
CONTRACTING AGENCY:	Port of South Louisiana 1720 LA Highway 44 Reserve, Louisiana
PROPOSAL GUARANTY:	5% of the Amount of Bid Payable to Port of South Louisiana
ENGINEER:	Julien Engineering & Consulting, Inc.
TELEPHONE:	(985) 652 - 9278

Plans and specifications may be seen at the Port of South Louisiana office at the above provided address or at www.centralbidding.com. Plans may be obtained electronically from the Engineer upon payment of \$25.00 in certified check, company, or cashier's check payable to the Engineer. In accordance with R.S. 38:2212 A(1)(e), deposits on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of the documents, deposits on any additional sets will be refunded less the actual costs of reproduction. The payment for all sets of Bidding Documents furnished to contractors including subcontractors and suppliers, will be non-refundable. Good condition is defined as free of all pencil, pen, highlighter, and other marks, free of significant tears, and free of missing sheets or pages. Partial sets of Bidding Documents will not be issued.

Bids must be submitted on the forms provided by the Port of South Louisiana, must be prepared in accordance with Section 2 of the 2018 Edition of the Louisiana Department of Transportation and Development, Office Multimodal Commerce, General Provisions and must include all the information required by the bid form. Bid forms are available from the Engineer and will not be issued later than 24 hours prior to the time set for opening the bids. Each bid shall include a proposal guaranty in an amount not less than specified above.

- (a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
- (b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.
- (c) The legal entity has filed in the appropriate records of the secretary of state of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

Bids will be formatted and received on a unit price bid basis with cost breakdowns for each general scope of work.

Pursuant to La R.S. 38:2214(B) the Owner reserves its right to reject any and all bids for just cause, to waive any and all informalities not involving price, time or changes to the Work, and the right to disregard all nonconforming, unresponsive, unbalanced, or conditional bids. In accordance with La. R.S. 38:2212(A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

The award of a contract, if awarded, will be made to the lowest qualified bidder whose proposal complies with all requirements prescribed within 10 days. However, when the contract is to be financed by bonds which are required to be sold after receipts of bids, or when the contract is to be financed in whole or part by federal or other funds not available at the time bids are received, the time will not start until receipt of federal and/or state concurrence or concurrence of the other funding source. Award will be within 30 calendar days after the sale of bonds or receipt of concurrence in award from federal and/or state agency or other funding source. The successful bidder will be notified by letter mailed to the address shown in the proposal that the bidder is awarded the contract.

If a nonresident contractor bidding on public work in the State of Louisiana is domiciled in a state that provides a percentage preference in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same preference over contractors domiciled in the other state favoring contractors domiciled therein whenever the nonresident contractor bids on public work in Louisiana (LSA-R.S. 38:2225 B).

The contract will be awarded to the lowest responsible responsive bidder without discrimination on grounds of race, color, sex, or national origin. Disadvantaged businesses will be afforded full opportunity to submit bids.

The award of a contract for projects financed either partially or entirely with State bonds will be contingent on approval by the State Bond Commission. On projects involving federal funds the award of contract will also be contingent upon concurrence by the appropriate federal agency. On projects involving state funds the award of contract will also be contingent upon concurrence by the appropriate state agency.

The successful Bidder will be required to furnish a Performance Bond guaranteeing faithful performance and a Labor and Materials Payment Bond guaranteeing the payment of all bills and obligations arising from the performance of the contract.

Pursuant to LSA-R.S. 38:2215, the Owner and the low bidder may, by mutual agreement, extend the award by one or more 30 calendar day extensions.

A Notice to Proceed will be issued for the Project. All work is to commence within seven (7) consecutive calendar days after the issuance of the Owner's Notice to Proceed (Work Order).

The Work shall be substantially completed within 120 calendar days after the date when the Contract Time commences to run as provided in Paragraph 8.07 of the General Provisions, and fully completed in accordance with Paragraph 8.07 of the General Provisions within one-hundred twenty (120) calendar days after the date when the Contract Time commences to run.

All employees must have U.S. Citizenship or legal authorization to work in the United States (E-Verify).

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