



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-la.gov

Final

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

Monday, June 21, 2021

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works/Wastewater Director Miles Bingham, Wastewater Assistant Director David deGeneres, Planning & Zoning Director Michael Albert, Grants Officer Carla Chiasson, Waterworks Director Gregory Gorden, Community Services Director Joan Tonglet Diaz, Justin Robert, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Father Ray Hymel
St. Gertrude Catholic Church, Des Allemands

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Darensbourg Gordon, to approve the minutes from the regular meeting of June 7, 2021. The motion carried by the following vote:

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2021-0177

Proclamation: "Bayou Des Allemands Blessing of the Fleet Day"

Sponsors: Mr. Dufrene

Read

2 2021-0178

Proclamation: "245th Anniversary of American Independence"

Sponsors: Mr. Jewell

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2021-0179

Department of Community Services

Community Services Director Joan Tonglet Diaz

Councilwoman Clulee spoke on the matter.

Ms. Diaz spoke on the matter.

Councilwoman Darensbourg Gordon spoke on the matter.

Councilman Dufrene spoke on the matter.

Chairman Bellock spoke on the matter.

Reported

2021-0180

Grants Office

Grants Officer Carla Chiasson

Reported

2021-0181

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell called Mr. Buddy Boe, former River Region Tourist Commission Executive Director, to come up to the podium to speak.

Mr. Boe introduced Mr. Jay Robicheaux, the new River Region Tourist Commission Executive Director.

Mr. Robicheaux spoke on the matter.

Councilwoman Fisher-Perrier spoke on the matter.

Mr. Jewell continued with his report.

Councilwoman Fonseca spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BELLOCK AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, JULY 26, 2021, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2021-0173

An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Appendix C, Subdivision Regulations of 1981, Section IV. Design standards. B. Sewer Systems. 3. Acceptance Test to include new language for testing of new wastewater infrastructure.

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

Publish/Scheduled for Public Hearing to the Parish Council on July 26, 2021

2021-0182

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 20-7-8 which approved a contract for Engineering Services between Meyer Engineering, Ltd. and St. Charles Parish for Phase 2 for the 2020 West Bank Sewer Master Plan, Project No. S200603.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 26, 2021

2021-0184

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 20-7-9 which approved a contract for Engineering Services between Kyle Associates, LLC and St. Charles Parish for Phase 2 for the 2020 East Bank Sewer Master Plan (Destrehan Plant System), Project No. S200601.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 26, 2021

2021-0185

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 20-7-10 which approved a contract for Engineering Services between Linfield, Hunter & Junius, Inc. and St. Charles Parish for Phase 2 for the 2020 Luling Oxidation Pond Sewer Master Plan, Project No. S200602.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 26, 2021

2021-0169

An ordinance to amend the 2021 Consolidated Operating and Capital Budget, Amendment No. 3, to add revenues totaling \$5,157,026 for the American Rescue Plan Act relief and apply these funds to Fund 401 (Wastewater) improvements other than buildings for the following projects: New Sarpy Booster Lift Station totaling \$1,800,000, install ten generators and transfer switches at various lift stations totaling \$1,525,000; Major repairs for pipe lining old sewer lines throughout the Parish totaling \$1,632,000, as well as \$200,000 for Architectural/Engineering for the New Sarpy Booster Lift Station.

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on July 26, 2021

2021-0167

An ordinance to amend the 2021 Consolidated Operating and Capital Budget, Amendment No. 4, to add revenues and transfers totaling \$27,792,982, accumulated fund balance of \$58,452,391 and expenditures, including transfers, totaling \$79,427,823 for all Governmental Funds for the purpose of adjusting beginning 2021 fund balances across all funds to match ending 2020 Final Budget balances and to re-apply various construction, architectural/engineering, and other fees unexpended in 2020 for Parish projects that were not completed during 2020 and apply them to 2021.

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on July 26, 2021

2021-0168

An ordinance to amend the 2021 Consolidated Operating and Capital Budget, Amendment No. 5, to recognize anticipated additional sales tax revenue based upon current receipts. The Parish is forecasting an additional 2% increase in collections over 2020 total collections thus this amendment will recognize \$2,763,544 Sales Tax Revenue for the General Fund and apply this total as follows: \$950,000 transferred to Roads and Drainage for capital improvements \$1,810,000 transferred to Recreation or Improvements other that buildings and architectural and engineering fees; and to allocate the additional sales tax collected in 2020 for the General Fund totaling \$937,216 (reflected in amendment #4), transfer this to Recreation via \$500,000 for the new Dog Park and \$400,000 for West Bank Bridge Park Upgrades. This amendment will also recognize the anticipated Gulf Restore Bill Grant for \$1,841,115, which is being applied to the West Bank Boat Launch as well as \$800,000 in grant revenue from the Louisiana Department of Treasury and applying \$500,000 of this amount to St. Charles Parish drainage improvements for Fund 112.

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on July 26, 2021

2021-0186

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the South Central Planning & Development Commission for Building Code Plan Review and Inspections.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on July 26, 2021

**ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)****3** 2021-0163

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of “**NO PARKING**” signs along both sides of Johnson Street and Beck Street in Ama.

Sponsors: Ms. Clulee

Reported:

Councilwoman Clulee Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 21-6-14

4 2021-0164

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the St. Charles West Bank River Intake Modification Project No. WWKS 98 to increase the contract amount by \$63,750.00, and to decrease the contract time by twenty (20) days.

Sponsors: Mr. Jewell and Department of Waterworks

Reported:

Waterworks Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion

Waterworks Director Gregory Gordon spoke on the matter.

Mr. Danny Hebert, Civil & Environmental Consulting Engineers spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 21-6-15

2021-0169

An ordinance to amend the 2021 Consolidated Operating and Capital Budget, Amendment No. 5, to add revenues totaling \$5,157,026.50 for the American Rescue Plan Act relief and apply these funds to Fund 401 (Wastewater) improvements other than buildings for the following projects: New Sarpy Booster Lift Station totaling \$1,800,000, install ten generators and transfer switches at various lift stations totaling \$1,525,000, Architectural/Engineering for the New Sarpy Booster Lift Station totaling \$180,000, and pipe lining old sewer lines throughout the Parish totaling \$1,632,000.

Sponsors: Mr. Jewell and Department of Finance

Chairman Bellock stated that the revised version of the proposed ordinance renames Amendment No. 5 to Amendment No. 3, language has been added/figures were revised in the summary, and Exhibit A has been revised. Legal Services has indicated these revisions are substantial changes and therefore requests the Council to Postpone Indefinitely and Reintroduce the revised version of the proposed ordinance with the revised version of Exhibit A for public hearing on July 26, 2021.

Public Hearing Requirements Not Satisfied

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fisher, to Postpone Indefinitely and Reintroduce the revised version of the proposed ordinance along with the revised version of Exhibit A for public hearing on July 26, 2021. The motion carried by the following vote:

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

Nay: 0

2021-0169

An ordinance to amend the 2021 Consolidated Operating and Capital Budget, Amendment No. 3, to add revenues totaling \$5,157,026 for the American Rescue Plan Act relief and apply these funds to Fund 401 (Wastewater) improvements other than buildings for the following projects: New Sarpy Booster Lift Station totaling \$1,800,000, install ten generators and transfer switches at various lift stations totaling \$1,525,000; Major repairs for pipe lining old sewer lines throughout the Parish totaling \$1,632,000, as well as \$200,000 for Architectural/Engineering for the New Sarpy Booster Lift Station.

Sponsors: Mr. Jewell and Department of Finance

Postponed Indefinitely and Reintroduced

32 2021-0151

An ordinance to approve and authorize the execution of a professional services agreement with Comite Resources, Inc. for Wetland Wastewater Assimilation Biological Monitoring Project (S060404) for a period of five years in the amount of \$220,500.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

Public Works Department Recommended: Approval
Public Works/Wastewater Director Miles Bingham deferred to Assistant Wastewater Director David deGeneres to explain.
Mr. deGeneres spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 21-6-16

PERSONS TO ADDRESS THE COUNCIL

2021-0174

Ms. Sandra Peveler: Lack of Covenant/Ordinance enforcement

Not Heard

RESOLUTIONS2021-0158

A resolution in support of the Planning and Zoning Commission's approval of 2021-1-SPU for an R-3 use in a C-2 zoning district, Lot 2010, Ormond Country Club Estates Commercial Area, 15 Storehouse Lane, Destrehan as requested by S-One Properties, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Chairman Bellock stated that the applicant requested that File No. 2021-0158 be Postponed Indefinitely.

Public comment not opened

A motion was made by Councilmember Fonseca, seconded by Councilmember Gibbs, to Postpone Indefinitely File No. 2021-0158. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 1 - Dufrene

Postponed Indefinitely

49 2021-0172

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement as requested by Sunset Ridge Development, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Denial

Planning Commission Recommended: Approval w/Stipulation Approval with a waiver from the required arrangement on a developed street.

Public comment opened

Mr. Cecil Sumners, Matthew, North Carolina

Council Discussion

Planning & Zoning Director Michael Albert spoke on the matter.

Mr. Sumners spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 6 - Billings, Clulee, Gibbs, Dufrene, Bellock and Fisher-Perrier

Nay: 3 - Fonseca, Darensbourg Gordon and Fisher

Enactment No: 6566

50 2021-0175

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement as requested by Wise Properties, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval w/Stipulation Approval with waiver from the required arrangement on a developed public street.

Planning Commission Recommended: Approval w/Stipulation Approval with waiver from the required arrangement on a developed public street.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6567

51 2021-0176

A resolution endorsing a waiver from Appendix A., Zoning Ordinance of 1981, Section VI. Zoning District Criteria and Regulations, C. Commercial Districts, IV. C-3. Highway Commercial District, 2. Spatial Requirements, a. minimum lot size, and Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement and C. Lots, 1. Size, b. Width as requested by Salvador Puglise, Joyce Puglise, and Amber Hospitality, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval w/Stipulation Approval with waivers - 1. Proposed Lot F-5A, waiver from the arrangement requirement. 2. Proposed Lot F-6, waiver from the width requirement. 3. Entergy review and approval required for Lots F-6 and F-5B.

Planning Commission Recommended: Approval w/Stipulation Approval with waivers - 1. Proposed Lot F-5A, waiver from the arrangement requirement. 2. Proposed Lot F-6, waiver from the width requirement. 3. Entergy review and approval required for Lots F-6 and F-5B.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6568

52 2021-0170

A resolution to approve and authorize the execution of a Federally Funded Agreement with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding in the amount of \$5,085,336.00 to elevate 31 residential flood prone structures to prevent further damages and reduce NFIP claims.

Sponsors: Mr. Jewell and Grants Office

Reported:

Grants Office Recommended: Approval
Public comment opened; no public comment

Council Discussion

Grants Officer Carla Chiasson spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6569

56 2021-0171

A resolution approving and authorizing St. Charles Parish to submit a grant application to the United States Department of Agriculture's Rural Housing Service 2021 Housing Preservation Grant Program.

Sponsors: Mr. Jewell and Grants Office

Reported:

Grants Office Recommended: Approval
Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6570

APPOINTMENTS

2021-0183

A resolution to appoint a member to the St. Charles Parish Civil Service Board.

Nominee:

Councilwoman Fonseca nominated Mr. Brett Terrebonne

Nomination(s) Accepted

A motion was made by Councilmember Fisher, seconded by Councilmember Fonseca, to Close Nomination(s) for File No. 2021-0183. The motion carried by the following vote:

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

Nay: 0

Nomination(s) Closed

ADJOURNMENT

A motion was made by Councilmember Billings, seconded by Councilmember Dufrene, to adjourn the meeting at approximately 7:31 pm. The motion carried by the following vote:

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

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Michelle Impastato
Council Secretary

PROCLAMATION

WHEREAS, St. Gertrude the Great Catholic Church will host their Annual Boat Blessing on Saturday, June 26, 2021, from Noon – 3:00 pm, under the big bridge on Highway 90 in Des Allemands; and,

WHEREAS, live music will be performed atop a private houseboat on the water and food vendors will be located at the church's cemetery parking lot on Down the Bayou Road between the bridges on the St. Charles Parish side of Bayou Des Allemands; and,

WHEREAS, all boats are welcome, commercial fishing boats, work boats, sport fishing boats, charter boats, power boats, pleasure crafts, PWC's, hunting boats, mud boats, houseboats, kayaks, etc. Visit Bayou Des Allemands Blessing of the Fleet Facebook post titled "Boat Decorating Contest Information" to enter into the contest; all entries must be submitted by Friday, June 25th.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM JUNE 26, 2021, AS

"BAYOU DES ALLEMANDS BLESSING OF THE FLEET DAY"

IN ST. CHARLES PARISH AND INVITE ALL CITIZENS TO ATTEND AND ENJOY THE FUN AND FESTIVITIES.

s/MATTHEW JEWELL

MATTHEW JEWELL

PARISH PRESIDENT

s/BETH A. BILLINGS

BETH A. BILLINGS

COUNCILWOMAN AT LARGE, DIV. A

s/HOLLY FONSECA

HOLLY FONSECA

COUNCILWOMAN AT LARGE, DIV. B

s/LA SANDRA DARENSBOURG GORDON

LA SANDRA DARENSBOURG GORDON

COUNCILWOMAN, DISTRICT I

s/MARY K. CLULEE

MARY K. CLULEE

COUNCILWOMAN, DISTRICT II

s/DICK GIBBS

DICK GIBBS

COUNCILMAN, DISTRICT III

s/NICKY DUFRENE

NICKY DUFRENE

COUNCILMAN, DISTRICT IV

s/MARILYN B. BELLOCK

MARILYN B. BELLOCK

COUNCILWOMAN, DISTRICT V

s/BOB FISHER

BOB FISHER

COUNCILMAN, DISTRICT VI

s/JULIA FISHER-PERRIER

JULIA FISHER-PERRIER

COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, *the spirit of liberty and independence inspired the Second Continental Congress to resolve "That these United Colonies are, and of right ought to be free and independent States, that they are absolved from all allegiance to the British Crown, and that all political connection between them and the State of Great Britain is, and ought to be, totally dissolved"; and,*

WHEREAS, *the Congress appointed a Committee of Five consisting of John Adams, Roger Sherman, Benjamin Franklin, Robert Livingston, and Thomas Jefferson to draft a declaration presenting to the world the colonies' case for independence; and,*

WHEREAS, *on July 4, 1776, fifty-six delegates to the Second Continental Congress risked their "Lives, their Fortunes, and their Sacred Honor" to sign the Declaration of Independence and to assert their conviction that "We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable rights, that among these are Life, Liberty, and the Pursuit of Happiness"; and,*

WHEREAS, *July 4, 2021, marks the 245th Anniversary of American Independence; and,*

WHEREAS, *it is fitting and proper to accord official recognition to this memorable anniversary, and to the patriotic exercises that will commemorate the occasion.*

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM JULY 4, 2021, AS THE

"245th ANNIVERSARY OF AMERICAN INDEPENDENCE"

AND URGE OUR CITIZENS TO REFLECT ON THE BLESSINGS OF LIBERTY AND ON THE RIGHTS, PRIVILEGES, AND ATTENDANT RESPONSIBILITIES OF CITIZENSHIP IN OUR GREAT NATION.

BE IT FURTHER RESOLVED, THAT ALL CITIZENS IN THE PARISH ARE INVITED TO ATTEND THE THIRTY-FIRST ANNUAL FESTIVITIES AT THE ST. CHARLES PARISH WEST BANK BRIDGE PARK IN LULING, ON SATURDAY, JULY 3, 2021, FROM 6 PM - 9 PM WITH A FIREWORKS DISPLAY AT DARK.

s/MATTHEW JEWELL

**MATTHEW JEWELL
PARISH PRESIDENT**

s/BETH A. BILLINGS

**BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A**

s/HOLLY FONSECA

**HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B**

s/LA SANDRA DARENSBOURG GORDON

**LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I**

s/MARY K. CLULEE

**MARY K. CLULEE
COUNCILWOMAN, DISTRICT II**

s/DICK GIBBS

**DICK GIBBS
COUNCILMAN, DISTRICT III**

s/NICKY DUFRENE

**NICKY DUFRENE
COUNCILMAN, DISTRICT IV**

s/MARILYN B. BELLOCK

**MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V**

s/BOB FISHER

**BOB FISHER
COUNCILMAN, DISTRICT VI**

s/JULIA FISHER-PERRIER

**JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII**

2021-0163

INTRODUCED BY: MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
ORDINANCE NO. 21-6-14

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs along both sides of Johnson Street and Beck Street in Ama.

- WHEREAS, Johnson Street and Beck Street are narrow streets, which makes the streets impassible if vehicles are parked on the pavement; and,
- WHEREAS, vehicles obstructing the passage of moving vehicular traffic poses a threat to the health, safety, and welfare of the general public in the event that emergency vehicles are obstructed in responding to an emergency; and,
- WHEREAS, vehicles parking on the pavement of these streets obstruct the passage of moving vehicular traffic including school busses, garbage trucks, and other vehicles to pass and turn around; and,
- WHEREAS, no parking signs are needed on both sides of these streets in order to eliminate the safety hazard and danger to residents.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. Traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9.

SECTION II. In accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN that "NO PARKING" signs be installed along both sides of Johnson Street and Beck Street in Ama.

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

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

And the ordinance was declared adopted this 21st day of June, 2021, to become effective five (5) days after publication in the Official Journal.

2021-0163 NO PARKING - Johnson Street and Beck Street Ama.doc

CHAIRMAN: Marilyn Bellock
 SECRETARY: Michelle Spontato
 DLVD/PARISH PRESIDENT: June 22, 2021
 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jones
 RETD/SECRETARY: June 23, 2021
 AT: 11:00 am RECD BY: [Signature]

2021-0164

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

ORDINANCE NO. 21-6-15

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the St. Charles West Bank River Intake Modification Project No. WWKS 98 to increase the contract amount by \$63,750.00, and to decrease the contract time by twenty (20) days.

WHEREAS, Ordinance No. 20-5-6 adopted May 04, 2020 by the St. Charles Parish Council, approved and authorized the execution of a contract with Deep South Construction & Salvage, LLC for the St. Charles West Bank River Intake Modification Project No. WWKS 98 in the amount of \$589,265.00; and,

WHEREAS, Change Order No.1 (and final) is a result of changes within the contract to add work items within the existing contract unit prices, removal of unforeseen obstructions to evaluate intake piping integrity, cutting existing pipes for reworking of three (3) 20" dia. intakes and additional installation of 22.5 degree fittings for a 21'4" channel-ward pipe extension into the Mississippi River; and,

WHEREAS, the increase in contract amount by \$63,750.00 is a result of final quantity adjustments and the unforeseen additional items described herein; and,

WHEREAS, the decrease in contract time by twenty (20) calendar days is a result of Deep South's decision to work overtime (at no additional cost to St. Charles Parish), for the duration of the project, in order to minimize disruption of construction activities during the peak of hurricane season.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for the St. Charles West Bank River Intake Modification Project No. WWKS 98 to increase the contract amount by \$63,750.00, and to decrease the contract time by twenty (20) days is hereby approved and accepted.

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

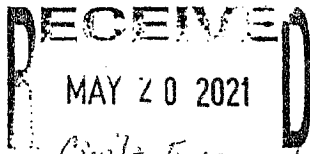
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

And the ordinance was declared adopted this 21st day of June, 2021 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn B. Bellock
SECRETARY: Michelle Duprat
DLVD/PARISH PRESIDENT: June 22, 2021
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 23, 2021
AT: 11:00 am RECD BY: [Signature]



SECTION 00806

CHANGE ORDER

Civil & Environmental Consulting Engineers

No. 1 FINAL

DATE OF ISSUANCE 4/22/2021

EFFECTIVE DATE 6/22/2021

OWNER: St. Charles Parish Department
 CONTRACTOR: Deep South Construction and Salvage
 Contract: St. Charles West Bank River Intake Modification
 Project: St. Charles West Bank River Intake Modification
 OWNER's Contract No.: WWKS 98 ENGINEER's Contract No.: N/A
 ENGINEER: Civil & Environmental Consulting Engineers

Following negotiations between St. Charles Parish Waterworks and Deep South Construction, the following changes are proposed to the Contract Documents:

Description:

1. Delete the Following Work Items:
 - a. Contract Item #10: *Tophatx or (approved alternate) solar powered lights (includes installation)*
Delete 5 not installed. (-\$6,250.00)
 - b. Contract Item #12: *Unforeseen Utility Allowance*
Delete item in its entirety. (-\$25,000.00)

Total of Deducted Items = (-\$31,250.00)

2. Add the Following Work Items:
 - a. 8/12/2020 – See attached Invoice #6261
 - b. 8/13/2020 – See attached Invoice #6262
 - c. 8/14/2020 – See attached Invoices #6263 and #6306
 - d. 8/15/2020 – See attached Invoice #6301
 - e. 8/16/2020 – See attached Invoice #6302
 - f. 8/18/2020 – See attached Invoice #6303
 - g. 8/19/2020 – See attached Invoice #6304
 - h. 8/20/2020 – See attached Invoice #6305

Total of Added Work Items = +\$136,962.05

3. Credit Memo Number DSCS200401CR
Total of Credits = (-\$41,962.05)

TOTAL CHANGE ORDER AMOUNT = \$63,750.00

Reason for Change Order: List a reason for each Line Item listed above.

Wednesday 8/12, 11:00 am 8 hrs. Divers discovered Piping Running up hill out of horizontal plane, started jetting back and inspecting lines for bents / breaks in piping.

Thursday 8/13, 12 hrs. Jetting back for further inspection. Reached a point at 18 feet back on pipe that slope of embankment became too hazardous for divers without removing Rip Rap material and embedded tree log.

Friday 8/14, 3 hrs. Completed inspections of piping and existing bent support, plan forward to correct piping is to install (3) 22.5-degree bents at ends of existing intake pipes, plan forward to repair missing existing pipe bent is to install (2) New Timber piles and cross bent. Replaced 2 pilings @ Bid Unit Price. Rework Intake No. 1.

Saturday 8/15 3 hrs. Reworking Intake #3 due to installation of 22.5 fitting.

Sunday 8/16, 2 hrs. Installing (2)-40' piles to replace missing support

Tuesday 8/18, 3 hrs. Rework #2 intake piping due to installation of 22.5 fitting

Wednesday 8/19, 9 hrs. Rigged up and removed existing intake screen #2, Rigged up on Intake spool #2 and awaiting for diver to install mega-lug flange on end of existing intake, 10:00 am Discovered broken end of pipe and deformed material restricting mega lug flange from sliding over pipe, set up grinder and attempted to grind down burrs and deformity, worked with grinder for 3 hr.'s and still can't get mega lug flange installed. Shut down on pipe installation and ordered Hydraulic saw, moved too Cutting and remove broken existing bent with Hydraulic chain saw to make way for installation of new 4x12 timber bent, Cut new 40-foot piles to grade below water, Installed new 4x12 to replace missing existing support bent, Raised / Relocated #1 Bents up to bottom of #1/#3 intake pipes to correct elevation due to rise of existing intake ends and installation of 22.5 degree fittings

Thursday 8/20, 3 hrs. Receive Hydraulic gelatin saw, set up and cut 3" from end of existing #2 intake pipe to remove deformity for installation of mega lug flange, resumed installation of #2 Intake pipe assembly.

Attachments: Cimsco, Inc. Invoice #110652*Revised - \$1,498.60
Cimsco, Inc. Invoice #110653 - \$4,334.70
Notice to Proceed dated May 27, 2020
Certificate of Substantial Completion dated October 6, 2020

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>589,265.00</u>
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>589,265.00</u>
Net increase of this Change Order: \$ <u>63,750.00</u>
Contract Price with all approved Change Orders: \$ <u>653,015.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>September 13, 2020</u> Ready for final payment: <u>45 days after lien period</u> (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>September 13, 2020</u> Ready for final payment: <u>45 days after lien period</u> (days or dates)
Net decrease this Change Order: Substantial Completion: <u>August 24, 2020 (20 days early)</u> Ready for final payment: <u>45 days after lien period</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>August 24, 2020</u> Ready for final payment: <u>45 days after lien period</u> (days or dates)

ACKNOWLEDGED: APPROVED: ACCEPTED:

By: [Signature] By: [Signature] By: [Signature]
ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)

Date: 5/20/2021 Date: 6/22/2021 Date: 5/19/2021

Deep South Construction & Salvage
West Bank River Intake Modification Project

INVOICES

Date of Service	Invoice Number	Invoice Amount
8/12/2020	6261	\$ 20,655.00
8/13/2020	6262	\$ 30,485.00
8/14/2020	6263	\$ 34,192.50
8/15/2020	6301	\$ 6,128.50
8/16/2020	6302	\$ 4,288.25
8/18/2020	6303	\$ 6,328.50
8/19/2020	6304	\$ 21,197.50
8/20/2020	6305	\$ 6,978.50
8/14/2020	6306	\$ 6,708.30
		\$ 136,962.05

CREDIT MEMO

Discount %	Invoice Number	Amount
15%	6261	\$ (6,328.22)
22%	6262	\$ (9,339.91)
25%	6263	\$ (10,475.80)
4%	6301	\$ (1,877.63)
3%	6302	\$ (1,313.82)
5%	6303	\$ (1,938.91)
15%	6304	\$ (6,494.43)
5%	6305	\$ (2,138.05)
5%	6306	\$ (2,055.28)
		\$ (41,962.05)

Added Work Items \$ 95,000.00

Deducted Items \$ (31,250.00)

CHANGE ORDER AMOUNT \$ 63,750.00

P. O. Box 850
 Belle Chasse, LA 70037



INVOICE

Invoice Number: 6261
 Invoice Date: Aug 14, 2020
 Page: 1

St Charles Parish
 PO Box 108
 Luling, LA 70070
 USA

Voice: 504-392-0554
 Fax: 504-392-7904

Due Date	PO/AFE #	Ordered By		
9/13/20				
Description	Quantity	Rate	Amount	
Location: St Charles River West Bank River Intake Modification (Change Order) Job Description: As of 10:00 pipes were discovered that they ran upward on a 25% angle, shut down and had a conference call with Mr Danny & Dustin for further instructions for moving forward. It was instructed to have divers jet back towards bank evaluate pipes. Meanwhile located misalignment flanges incase we will flanges while divers continue jetting and working around slabs of concrete rip rap, shut down as of 18:00 Date of Service: 08.12.2020 @ 10:00 Date of Service: 08.12.2020 @ 18:00				
Services for Big Al Crane Barge with CK 250-Ton Crane and Certified Operator, Superintendent, Five Riggers	8.00	1,050.00	8,400.00	
Services for M/V Captain Herbert	8.00	300.00	2,400.00	
Diesel	500.00	1.50	750.00	
Lube	5.00	17.00	85.00	
Diver (Fully Dive Spread Of Equipment & Crew)	8.00	670.00	5,360.00	
Company Vehicles	2.00	150.00	300.00	
Perdiem	12.00	150.00	1,800.00	
Excavator Barge (MSMR.104)	8.00	145.00	1,160.00	
Vibro Pile Extractor	8.00	50.00	400.00	
Thank you for your business	Subtotal		20,655.00	
	Sales Tax St. Charles/LA 9.45%			
	Total Invoice Amount		20,655.00	
	Payment/Credit Applied			
	TOTAL		20,655.00	

After 30 days, invoices are subject to 1 1/2 % interest per month.

P. O. Box 850
 Belle Chasse, LA 70037



INVOICE

Invoice Number: 6262
 Invoice Date: Aug 14, 2020
 Page: 1

St Charles Parish
 PO Box 108
 Luling, LA 70070
 USA

Voice: 504-392-0554
 Fax: 504-392-7904

Due Date	PO/A/E #	Ordered By		
9/13/20				
Description	Quantity	Rate	Amount	
Location: St Charles River West Bank River Intake Modification (Change Order) Job Description: Arrived on site as of 06:00, held JSA, fuel all equipment, divers set up air lift on jet nozzle and start jetting. Swing crane and lower strap in water to remove junk iron off of intake pipe. Divers continue jetting and removing debris from area and divers jetted back 18. Divers' lost 2' of ditch due to sediment sliding back in on ditch that was cut by divers. While divers are jetting tug was sent to Deep South Fab to pick up additional jet pump and bring back to site for divers for the next morning. Deep South crew shut down as of 18:00 (Note) Divers also discovered that one of the existing bents and pilings were broken and will need to be replaced. Date of Service: 08.13.2020 @ 06:00 Date of Service: 08.13.2020 @ 18:00				
Services for Big Al Crane Barge with CK 250-Ton Crane and Certified Operator, Superintendent, Five Riggers	12.00	1,050.00	12,600.00	
Services for M/V Captain Herbert	12.00	300.00	3,600.00	
Diesel	650.00	1.50	975.00	
Lube	5.00	17.00	85.00	
Diver (Fully Dive Spread Of Equipment & Crew)	12.00	670.00	8,040.00	
Thank you for your business	Subtotal		Continued	
	Sales Tax St. Charles/LA 9.45%		Continued	
	Total Invoice Amount		Continued	
	Payment/Credit Applied			
	TOTAL		Continued	

After 30 days, invoices are subject to 1 1/2 % interest per month.

P. O. Box 850
 Belle Chasse, LA 70037



INVOICE

Invoice Number: 6262
 Invoice Date: Aug 14, 2020
 Page: 2

St Charles Parish
 PO Box 108
 Luling, LA 70070
 USA

Voice: 504-392-0554
 Fax: 504-392-7904

Due Date	PO/AFE #	Ordered By		
9/13/20				
Description	Quantity	Rate	Amount	
Air Lift	1.00	25.00	25.00	
CP - Hoses	1.00	60.00	60.00	
Company Vehicles	2.00	150.00	300.00	
Perdiem	12.00	150.00	1,800.00	
Excavator Barge (MSMR.104)	12.00	145.00	1,740.00	
Vibro Pile Extractor	12.00	50.00	600.00	
Location: Deep South Fabrication Harvey				
Job Description: Offload additional jet pump and hoses and place on ground with forklift.				
Date of Service: 08.13.20 @ 10:00				
Date of Service: 08.13.20 @ 12:00				
Forklift Service	2.00	100.00	200.00	
Job Description: Loading jet pump and hoses on deck of the Captain Herbert with crane.				
Date of Service: 08.13.20 @ 15:00				
Date of Service: 08.13.20 @ 17:00				
Crane Service	2.00	195.00	390.00	
Rigger (Lee L)	2.00	35.00	70.00	
Thank you for your business			Subtotal	30,485.00
			Sales Tax St. Charles/LA 9.45%	
			Total Invoice Amount	30,485.00
			Payment/Credit Applied	
			TOTAL	30,485.00

After 30 days, invoices are subject to 1 1/2 % interest per month.

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P. O. Box 850
 Belle Chasse, LA 70037



INVOICE

Invoice Number: 6263
 Invoice Date: Aug 15, 2020
 Page: 1

St Charles Parish
 PO Box 108
 Luling, LA 70070
 USA

Voice: 504-392-0554
 Fax: 504-392-7904

Due Date	PO/A/E #	Ordered By		
9/14/20				
Description	Quantity	Rate	Amount	
Location: St Charles River West Bank River Intake Modification (Change Order) Job Description: Arrived on site as of 06:00, held JSA, fuel all equipment, divers set up and jump divers and remove broken bents and then do some maintenance until 22.5 fitting showed up @ 13:00 and divers worked until 19:00 installing the 22.5 fittings. (Note) The Captain Herbert departed location with the MSMR.104 and headed to Deep South Fab and then dropped barge off at Deep South Fab and then offloaded jet pump off deck and back loaded pilings fittings and returned to site. Date of Service: 08.14.2020 @ 06:00 Date of Service: 08.14.2020 @ 19:00				
Services for Big Al Crane Barge with CK 250-Ton Crane and Certified Operator, Superintendent, Five Riggers	13.00	1,050.00	13,650.00	
Services for M/V Captain Herbert	13.00	300.00	3,900.00	
Diesel	725.00	1.50	1,087.50	
Lube	5.00	17.00	85.00	
Diver (Fully Dive Spread Of Equipment & Crew)	13.00	670.00	8,710.00	
Air Lift	1.00	25.00	25.00	
CP - Hoses	1.00	60.00	60.00	
Company Vehicles	2.00	150.00	300.00	
Perdiem	12.00	150.00	1,800.00	
Thank you for your business	Subtotal		Continued	
	Sales Tax St. Charles/LA 9.45%		Continued	
	Total Invoice Amount		Continued	
	Payment/Credit Applied			
	TOTAL		Continued	

After 30 days, invoices are subject to 1 1/2 % interest per month.

P. O. Box 850
 Belle Chasse, LA 70037



INVOICE

Invoice Number: 6263
 Invoice Date: Aug 15, 2020
 Page: 2

St Charles Parish
 PO Box 108
 Luling, LA 70070
 USA

Voice: 504-392-0554
 Fax: 504-392-7904

Due Date	PO/AFE #	Ordered By		
9/14/20				
Description	Quantity	Rate	Amount	
Excavator Barge (MSMR.104)	12.00	145.00	1,740.00	
Vibro Pile Extractor	12.00	50.00	600.00	
Location: Deep South Fabrication Harvey				
Job Description: Offload two pilings from trailer to ground.				
Date of Service: 08.14.20 @ 14:00				
Date of Service: 08.14.20 @ 16:00				
Forklift Service	2.00	100.00	200.00	
Job Description: Offloaded jet pump and hoses from the deck of the Captain Herbert and place on ground and back load the two pilings on the deck of the Captain Herbert				
Date of Service: 08.14.20 @ 18:00				
Date of Service: 08.14.20 @ 20:00				
Crane Service	2.00	195.00	390.00	
Rigger (Gene - M)	2.00	35.00	70.00	
Rigger (Dylan - M)	2.00	35.00	70.00	
Job Description: Offloaded truck with three misalignment clamps and place on the deck of the Captain Herbert with forklift				
Date of Service: 08.14.20 @ 21:30				
Date of Service: 08.14.20 @ 23:30				
Forklift Service	2.00	100.00	200.00	
Thank you for your business	Subtotal		Continued	
	Sales Tax St. Charles/LA 9.45%		Continued	
	Total Invoice Amount		Continued	
	Payment/Credit Applied			
	TOTAL		Continued	

After 30 days, invoices are subject to 1 1/2 % interest per month.

P. O. Box 850
 Belle Chasse, LA 70037



INVOICE

Invoice Number: 6263
 Invoice Date: Aug 15, 2020
 Page: 3

St Charles Parish
 PO Box 108
 Luling, LA 70070
 USA

Voice: 504-392-0554
 Fax: 504-392-7904

Due Date	PO/A/E #	Ordered By		
9/14/20				
Description	Quantity	Rate	Amount	
Job Description: Pilings were order for the replacement of the two broken / bent that divers discovered on the previous day of existing bent				
Date of Service: 08.14.20 @ 08:00				
Date of Service: 08.14.20 @ 20:00				
Pillings 40' x 2.5 Pressure Treated	2.00	462.50	925.00	
Delivery Charge	1.00	380.00	380.00	
Thank you for your business			Subtotal	34,192.50
			Sales Tax St. Charles/LA 9.45%	
			Total Invoice Amount	34,192.50
			Payment/Credit Applied	
			TOTAL	34,192.50

After 30 days, invoices are subject to 1 1/2 % interest per month.

P. O. Box 850
 Belle Chasse, LA 70037



INVOICE

Invoice Number: 6301
 Invoice Date: Aug 31, 2020
 Page: 1

St Charles Parish
 PO Box 108
 Luling, LA 70070
 USA

Voice: 504-392-0554
 Fax: 504-392-7904

Due Date	PO/AFE #	Ordered By		
9/30/20				
Description	Quantity	Rate	Amount	
Location: St Charles River West Bank River Intake Modification (Change Order)				
Job Description: Arrived on site as of 06:00, held JSA, fuel and reworking intake # 3 due to installation of 22.5 fitting, and offloading the deck of the Captain Herbert with the two 40' pilings				
Date of Service: 08.15.20 @ 06:00				
Date of Service: 08.15.20 @ 09:00				
Services for Big Al Crane Barge with CK 250-Ton Crane and Certified Operator, Superintendent, Five Riggers	3.00	1,050.00	3,150.00	
Services for M/V Captain Herbert	3.00	300.00	900.00	
Diesel	40.00	1.50	60.00	
Lube	0.50	17.00	8.50	
Diver (Fully Dive Spread Of Equipment & Crew)	3.00	670.00	2,010.00	
Thank you for your business		Subtotal	6,128.50	
		Sales Tax St. Charles/LA 9.45%		
		Total Invoice Amount	6,128.50	
		Payment/Credit Applied		
		TOTAL	6,128.50	

After 30 days, invoices are subject to 1 1/2 % interest per month.

P. O. Box 850
 Belle Chasse, LA 70037



INVOICE

Invoice Number: 6302
 Invoice Date: Aug 31, 2020
 Page: 1

St Charles Parish
 PO Box 108
 Luling, LA 70070
 USA

Voice: 504-392-0554
 Fax: 504-392-7904

Due Date	PO/A/E #	Ordered By		
9/30/20				
Description	Quantity	Rate	Amount	
Location: St Charles River West Bank River Intake Modification (Change Order) Job Description: Arrived on site as of 06:00, held JSA, fuel and then start installing two 40' pilings and replace missing supports that was discovered in earlier dive report.				
Date of Service: 08.16.20 @ 06:00 Date of Service: 08.16.20 @ 08:00				
Services for Big Al Crane Barge with CK 250-Ton Crane and Certified Operator, Superintendent, Five Riggers	2.00	1,050.00	2,100.00	
Services for M/V Captain Herbert	2.00	300.00	600.00	
Diesel	26.50	1.50	39.75	
Lube	0.50	17.00	8.50	
Diver (Fully Dive Spread Of Equipment & Crew)	2.00	670.00	1,340.00	
Hydraulic Chain Saw	1.00	200.00	200.00	
Thank you for your business	Subtotal		4,288.25	
	Sales Tax St. Charles/LA 9.45%			
	Total Invoice Amount		4,288.25	
	Payment/Credit Applied			
	TOTAL		4,288.25	

After 30 days, invoices are subject to 1 1/2 % interest per month.

P. O. Box 850
 Belle Chasse, LA 70037



INVOICE

Invoice Number: 6303
 Invoice Date: Aug 31, 2020
 Page: 1

St Charles Parish
 PO Box 108
 Luling, LA 70070
 USA

Voice: 504-392-0554
 Fax: 504-392-7904

Due Date	PO/AFE #	Ordered By		
9/30/20				
Description	Quantity	Rate	Amount	
Location: St Charles River West Bank River Intake Modification (Change Order)				
Job Description: Arrived on site as of 06:00, held JSA, fuel and reworking intake # 2 due to installation of 22.5 fitting.				
Date of Service: 08.18.20 @ 06:00				
Date of Service: 08.18.20 @ 09:00				
Services for Big Al Crane Barge with CK 250-Ton Crane and Certified Operator, Superintendent, Five Riggers	3.00	1,050.00	3,150.00	
Services for M/V Captain Herbert	3.00	300.00	900.00	
Diesel	40.00	1.50	60.00	
Lube	0.50	17.00	8.50	
Diver (Fully Dive Spread Of Equipment & Crew)	3.00	670.00	2,010.00	
Hydraulic Chain Saw	1.00	200.00	200.00	
Thank you for your business	Subtotal		6,328.50	
	Sales Tax St. Charles/LA 9.45%			
	Total Invoice Amount		6,328.50	
	Payment/Credit Applied			
	TOTAL		6,328.50	

After 30 days, invoices are subject to 1 1/2 % interest per month.

P. O. Box 850
 Belle Chasse, LA 70037



INVOICE

Invoice Number: 6304
 Invoice Date: Aug 31, 2020
 Page: 1

St Charles Parish
 PO Box 108
 Luling, LA 70070
 USA

Voice: 504-392-0554
 Fax: 504-392-7904

Due Date	PO/A/E #	Ordered By		
9/30/20				
Description	Quantity	Rate	Amount	
Location: St Charles River West Bank River Intake Modification (Change Order) Job Description: Arrived on site as of 06:00, held JSA, fuel all equipment and rigged up and removed existing intake screen # 2, rigged up on intake spool # 2 awaiting for divers to install megga- lugs flange on end of existing intake, 10:00 am, discovered broken end of pipe and deformed material restricting megga- lug flange from sliding over pipe, set up grinder and attempted to grind down burrs deformity, worked with grinder for three hours (3) and still can't get megga lugs flange installed. shut down on the pipe installation and ordered hydraulic saw, moved too cutting and removing broken existing bent with hydraulic chain saw to make way for installation of new 4" x 12" timber bent, cut new 40' pilings to grade below water, install new 4" x 12" to replace missing support bent, raised / relocated # 1 bent up to bottom of # 1 & 3 intake pipe to correct elevation due to rise of existing intake end and installation of 22.5 degree fitting. Date of Service: 08.19.2020 @ 06:00 Date of Service: 08.19.2020 @ 15:00				
Thank you for your business	Subtotal		Continued	
	Sales Tax St Charles/LA 9.45%		Continued	
	Total Invoice Amount		Continued	
	Payment/Credit Applied			
	TOTAL		Continued	

After 30 days, invoices are subject to 1 1/2 % interest per month.

P. O. Box 850
 Belle Chasse, LA 70037



INVOICE

Invoice Number: 6304
 Invoice Date: Aug 31, 2020
 Page: 2

St Charles Parish
 PO Box 108
 Luling, LA 70070
 USA

Voice: 504-392-0554
 Fax: 504-392-7904

Due Date	PO/A/E #	Ordered By		
9/30/20				
Description	Quantity	Rate	Amount	
Services for Big Al Crane Barge with CK 250-Ton Crane and Certified Operator, Superintendent, Five Riggers	9.00	1,050.00	9,450.00	
Services for M/V Captain Herbert	9.00	300.00	2,700.00	
Diesel	450.00	1.50	675.00	
Lube	2.50	17.00	42.50	
Diver (Fully Dive Spread Of Equipment & Crew)	9.00	670.00	6,030.00	
Hydraulic Chain Saw	1.00	200.00	200.00	
Company Vehicles	2.00	150.00	300.00	
Perdiem	12.00	150.00	1,800.00	
Thank you for your business	Subtotal		21,197.50	
	Sales Tax St. Charles/LA 9.45%			
	Total Invoice Amount		21,197.50	
	Payment/Credit Applied			
	TOTAL		21,197.50	

After 30 days, invoices are subject to 1 1/2 % interest per month.

P. O. Box 850
 Belle Chasse, LA 70037



INVOICE

Invoice Number: 6305
 Invoice Date: Aug 31, 2020
 Page: 1

St Charles Parish
 PO Box 108
 Luling, LA 70070
 USA

Voice: 504-392-0554
 Fax: 504-392-7904

Due Date	PO/A/E #	Ordered By		
9/30/20				
Description	Quantity	Rate	Amount	
Location: St Charles River West Bank River Intake Modification (Change Order)				
Job Description: Arrived on site as of 06:00, held JSA, fuel and received hydraulic gelatin saw, set up and cut the 3" from the end of the existing # 2 intake pipe to remove the deformity of magga lug flange, resumed installation of # 2 intake pipe assembly.				
Date of Service: 08.20.2020 @ 06:00				
Date of Service: 08.20.2020 @ 09:00				
Services for Big Al Crane Barge with CK 250-Ton Crane and Certified Operator, Superintendent, Five Riggers	3.00	1,050.00	3,150.00	
Services for M/V Captain Herbert	3.00	300.00	900.00	
Diesel	40.00	1.50	60.00	
Lube	0.50	17.00	8.50	
Diver (Fully Dive Spread Of Equipment & Crew)	3.00	670.00	2,010.00	
Hydraulic Chain Saw	1.00	200.00	200.00	
Hydraulic Gelatin Saw (Noted) Needed for deformity on # 2 existing intake pipe.	1.00	650.00	650.00	
Thank you for your business	Subtotal		6,978.50	
	Sales Tax St. Charles/LA 9.45%			
	Total Invoice Amount		6,978.50	
	Payment/Credit Applied			
	TOTAL		6,978.50	

After 30 days, invoices are subject to 1 1/2 % interest per month.

P. O. Box 850
 Belle Chasse, LA 70037



INVOICE

Invoice Number: 6306
 Invoice Date: Aug 31, 2020
 Page: 1

St Charles Parish
 PO Box 108
 Luling, LA 70070
 USA

Voice: 504-392-0554
 Fax: 504-392-7904

Due Date	PO/A/E #	Ordered By		
9/30/20				
Description	Quantity	Rate	Amount	
Location: St Charles River West Bank River Intake Modification (Change Order)				
Job Description: Purchase of 22.5 degree fittings and Megga Lugs, Bolts, Gaskets, Hot Shots				
Date of Service: 08.14.2020 @ 0:01				
Date of Service: 08.14.2020 @ 24:00				
Cimsco Inc Invoice # 110652	1.00	1,498.60	1,498.60	
Handling Fee 15%	1.00	224.79	224.79	
Cimsco Inc Invoice # 110653	1.00	4,334.70	4,334.70	
Handling Fee 15%	1.00	650.21	650.21	
Thank you for your business	Subtotal		6,708.30	
	Sales Tax St. Charles/LA 9.45%			
	Total Invoice Amount		6,708.30	
	Payment/Credit Applied			
	TOTAL		6,708.30	

After 30 days, invoices are subject to 1 1/2 % interest per month.

Deep South Construction & Salvage, LLC

P. O. Box 850
 Belle Chasse, LA 70037
 Voice: 504-392-0554
 Fax: 504-392-7904

CREDIT MEMO

Credit Memo Number: DSCS200401CR
 Credit Date: Apr 19, 2021
 Page: 1

Credit To:
St Charles Parish PO Box 108 Luling, LA 70070 USA

	PO/AFE#	Ordered by

Quantity	Description	Unit Price	Amount
	Location: St Charles River West Bank Intake Modification Discount for Change Order Invoices as noted below:		
-1.00	Invoice# 6261 - 15% Discount	6,328.22	-6,328.22
-1.00	Invoice# 6262 - 22% Discount	9,339.91	-9,339.91
-1.00	Invoice# 6263 - 25% Discount	10,475.80	-10,475.80
-1.00	Invoice# 6301 - 4% Discount	1,877.63	-1,877.63
-1.00	Invoice# 6302 - 3% Discount	1,313.82	-1,313.82
-1.00	Invoice# 6303 - 5% Discount	1,938.91	-1,938.91
-1.00	Invoice# 6304 - 15% Discount	6,494.43	-6,494.43
-1.00	Invoice# 6305 - 5% Discount	2,138.05	-2,138.05
-1.00	Invoice# 6306 - 5% Discount	2,055.28	-2,055.28
Subtotal			-41,962.05
Sales Tax LA/St Charles 9.45%			
TOTAL			-41,962.05

Cmsco, Inc.

504.835.7319 - Fax 504.832.0820

Office/Warehouse
1840 L & A Road
Metairie, LA 70001

INVOICE

Invoice Number: 110652*REVISED

Invoice Date: Aug 14, 2020

Page: 1

APPROVED
By: *Casey* DATE: _____

Bill To:
DEEP SOUTH CONSTRUCTION & SALVAGE, LLC P.O. BOX 850 BELLE CHASSE, LA 70037

Ship to:
DEEP SOUTH CONSTRUCTION & SALVAGE, LLC SUGARHOUSE RD @ MISS RIVER LEVEE ST. CHARLES, LA

Customer ID	Customer PO	Payment Terms		
DEEP SOUTH	D200401/CASEY	Net 30 Days		
Sales Rep ID	Shipping Method	Sales Order #	Ship Date	Due Date
2	HOT	164532	8/14/20	9/13/20

Quantity	Item	Description	Unit Price	Amount
1.00	20MJ22	20 MJ 22-1/2 BEND (EPOXY)	1,255.00	1,255.00
2.00	20MJG	20 MJ Gasket		
2.00	20MLD	20 Megalug For Ductile Pipe		
22.00	3450CTB	3/4 X 5 Corten T-Bolt & Nut		
6.00	3450TTB	3/4 X 5 Blue Fluro Carbon T-Bolt & Nut		
1.00	NOTE:	BELOW FREIGHT IS HOT SHOT		

ENTERED
SEP 9 2020

By: _____

Subtotal	1,255.00
Total Sales Tax (See below for agency breakdown)	118.60
Freight	125.00
Total Invoice Amount	1,498.60
Payment/Credit Applied	
TOTAL	1,498.60

Check/Credit Memo No:

ST CHARLES PARISH SALES TAX 62.75
LOUISIANA SALES TAX 55.85

Cmsco, inc.

504.835.7519 • Fax 504.832.0820

Office Warehouse
1840 L & Y Road
Metairie, LA 70001

INVOICE

Invoice Number: 110653
Invoice Date: Aug 14, 2020
Page: 1

APPROVED
Casey
DATE: _____

Bill To:
DEEP SOUTH CONSTRUCTION & SALVAGE, LLC
P.O. BOX 850
BELLE CHASSE, LA 70037

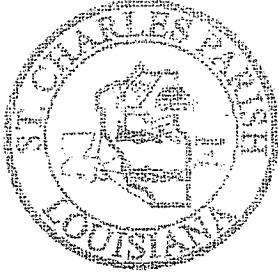
Ship to:
DEEP SOUTH CONSTRUCTION & SALVAGE, LLC
SUGAR HOUSE RD
@ RIVER RD LA-18
ST CHARLES, LA

Customer ID DEEP SOUTH	Customer PO D200401/CASEY	Payment Terms Net 30 Days	
Sales Rep ID 2	Shipping Method Direct Ship/164661	Sales Order # 164661	Ship Date 8/14/20
			Due Date 9/13/20

Quantity	Item	Description	Unit Price	Amount
2.00	20MJ22	20 MJ 22-1/2 BEND (FBE)		
2.00	20MLDKT	20 Lugged DI Restrainer Kit W/Corten T-Bolts	1,255.00	2,510.00
1.00	NOTE:	HOT SHOT MFGR TO JOB SITE		
Subtotal				2,510.00
Total Sales Tax (See below for agency breakdown)				237.20
Freight				1,587.50
Total Invoice Amount				4,334.70
Payment/Credit Applied				
TOTAL				4,334.70

Check/Credit Memo No:

ST CHARLES PARISH SALES TAX 125.50
LOUISIANA SALES TAX 111.70



ST. CHARLES PARISH

DEPARTMENT OF WATERWORKS

P.O. BOX 108 • LIVING LOUISIANA 70071

PHONE: (985) 783-5110 • FAX: (985) 783-2026

Website: www.stcharlesparishla.gov

MATTHEW JEWELL
PARISH PRESIDENT

ROBERT BROU
DIRECTOR

NOTICE TO PROCEED

May 27, 2020

TO: Deep South Construction & Salvage, LLC
P. O. Drawer 850
Belle Chasse, LA 70037

PROJECT NAME: West Bank River Intake Modifications

PROJECT NO.: WWKS 98

Gentlemen:

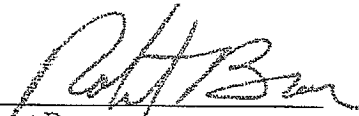
You are hereby notified to commence work on the subject contract on June 15, 2020 and to fully complete the work within 90 calendar days. In accordance with the Contract, the Substantial Completion date is September 13, 2020. Any extension in time will be by written Change Order only.

Liquidated Damages: Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract times specified plus any extensions thereof allowed in accordance with the 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 \$ 500.00 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.

Before Work is started, the Contractor shall have submitted to the Engineer and St. Charles Parish

for review a final schedule of the proposed construction operations. The Contractor shall be responsible for developing a final construction sequence to facilitate the construction of this project within the stipulated construction duration. The construction schedule shall indicate the sequence of the Work, the time of starting and completion of each major milestone. The stated time of completion includes an assumed percentage of inclement weather days. No consideration shall be given to a request for a contract time extension due to inclement weather, except for extraordinary conditions such as hurricanes, floods, and the like. No consideration shall be given to a request for a contract time extension due to delays associated with the Contractor's operations such as equipment failures, delivery delays, or other construction practices associated with the Contractor's means and methods necessary to accomplish the scope of work.

Please sign below as official indication of mutual agreement and mail one copy back to the St. Charles Parish Department of Waterworks.



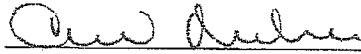
Robert Brou
Director of Waterworks
301 3rd Street
Luling, LA 70070

Acceptance of Notice

Receipt of the above Notice to Proceed
is hereby acknowledged by

Deep South Construction & Salvage, L.L.C.

This June 4, 2020

By 

Chad Madere

Title Manager

CC: Matthew Jewell, St. Charles Parish President
Billy Raymond, St. Charles Parish Deputy Chief Operating Officer
Mary K. Clulee, District 2 Councilman
Wendy Benedetto, Councilman At Large, Division A
Holly Fonseca, Councilman At Large, Division B
Carey Rochelle
Danny J. Hebert, P.E., Civil & Environmental Consulting Engineers
Project File

136, 962

St. Charles Parish Water Intake modification project.
Extra work completed on Project.

Weather Days
Orig. Schedule
8x670

Invoice# DS-6261

Wednesday 8/12, 11:00 am 8 hrs., Discovered Piping Running up hill out of horizontal plane, started Jetting back and inspecting lines for bents / breaks in piping.

Invoice# DS-6262

Thursday 8/13, 12 hrs. jetting back for further inspection. Reached a point at 18 feet back on pipe that slope of embankment became too hazardous for divers without removing Rip Rap material and embedded tree log.

Invoice# DS-6263

Friday 8/14, 13 hrs., completed inspections of piping and existing bent support, plan forward to correct piping is to install (3) 22.5-degree bends at ends of existing intake pipes, plan forward to repair missing existing pipe bent is to install (2) New Timber piles and cross bent, waiting on (#1) 22.5 fitting sourced from local vendor, received 22.5 fitting, reworked intake piping #1 due to installation of 22.5 fitting. Additional (2) 22.5 fittings are in route via Hot Shot from Houston, expected arrival is 8:00 pm 8/14 at Deep South Construction & Salvage, 3450 Peters Rd., Ordered and received (2) 40' 2.5 cc Timber piles at Deep South Construction & Salvage, 3450 Peters Rd., Loaded Fittings and Piles out onto Captain Herbert for transport to Construction barge.

Invoice# DS-6301

Saturday 8/15 3 hrs. reworking Intake #3 due to installation of 22.5 fitting, offloading (2)-40' piles and (2)-22.5 fittings from Captain Herbert

Invoice# DS-6302

Sunday 8/16, 2 hrs. installing (2)-40' piles to replace missing support

Invoice# DS-6303

Tuesday 8/18, 3 hrs. rework #2 intake piping due to installation of 22.5 fitting

Invoice# DS-6304

Wednesday 8/19, 9 hrs. Rigged up and removed existing intake screen #2, Rigged up on Intake spool #2 and awaiting for diver to install mega-lug flange on end of existing intake, 10:00 am Discovered broken end of pipe and deformed material restricting mega lug flange from sliding over pipe, set up grinder and attempted to grind down burrs and deformity, worked with grinder for 3 hr.'s and still can't get mega lug flange installed. Shut down on pipe installation and ordered Hydraulic saw, moved to Cutting and remove broken existing bent with Hydraulic chain saw to make way for installation of new 4x12 timber bent, Cut new 40-foot piles to grade below water, Installed new 4x12 to replace missing existing support bent, Raised / Relocated #1 Bents up to bottom of #1/#3 intake pipes to correct elevation due to rise of existing intake ends and installation of 22.5 degree fittings

Invoice# DS-6305

Thursday 8/20, 3 hrs. Receive Hydraulic gelatin saw, set up and cut 3" from end of existing #2 intake pipe to remove deformity for installation of mega lug flange, resumed installation of #2 Intake pipe assembly.

Friday 8/21, 0 hrs. Completed installation of clamps, painting, installation of retro reflective tape on all piles, installed nav aid lite, coated all timber cuts with wood treat preservative. Cleaned up job site and de-mob.

Extra Cost additional to Day rates submitted.

Air lift Equipment added to assist moving sand and materials during survey jetting operations

Invoice# DS-6262

Thursday Aug 13,

Air Lift \$25.00

CP-Hoses \$60.00

Invoice# DS-6263

Friday Aug 14

Air Lift \$25.00

CP-Hoses \$60.00

Invoice# DS-6306

Friday Aug 14, Fittings required to offset Rise in existing intake piping

(3) 22.5 Degree Fittings, Mega Lugs / Bolts / Gaskets, Hot Shots (2), \$6,708.30 w/ 15% mark-up

Invoice# DS-6302 / DS-6303 / DS-6304 / DS-6305

Thursday Aug 17 - 20, Hydraulic Chain saw, (4) Days, \$200.00 Day Total \$800.00

Equipment required to remove broken existing bent and cut new piles to grade below water

Invoice# DS-6305

Thursday Aug 20, Hydraulic gelatin saw, (1) Day, \$690.00

Equipment required to remove deformity on #2 Existing intake pipe



ST. CHARLES PARISH

OFFICE OF THE COUNCIL SECRETARY

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057


(985) 783-5000 • Fax: (985) 783-2067

www.stcharlesparish-la.gov

MEMORANDUM

DATE: OCTOBER 6, 2020

TO: MR. ROBBIE BROU
WATERWORKS DIRECTOR

FROM: MICHELLE IMPASTATO 
COUNCIL SECRETARY

RE: CERTIFICATE OF SUBSTANTIAL COMPLETION
WEST BANK RIVER INTAKE MODIFICATIONS

Transmitted herewith for your files is a fully executed/recorded original of the referenced.

MI/ag

Enclosure

cc: Parish Council
Mr. Billy Raymond w/enclosure
Mr. Darrin Duhe w/enclosure
Mr. Corey Oubre w/enclosure
Mr. Grant Dussom w/enclosure
Civil & Environmental Consulting Engineers
w/enclosure
Deep South Construction & Salvage, LLC
w/enclosure

SECTION 00808

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE August 24, 2020

OWNER St. Charles Parish Department of Waterworks

CONTRACTOR Deep South Construction & Salvage, LLC

Contract: West Bank River Intake Modifications

Project: West Bank River Intake Modifications

OWNER's Project No. WWKS 98

ENGINEER's Project No. N/A

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To ST. CHARLES PARISH
OWNER

And To DEEP SOUTH CONSTRUCTION & SALVAGE, LLC
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

August 24, 2020
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the recordation of this Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

SCP-E-00808

00808-1

2016

OWNER: HAS FULL USE AND MAINTENANCE RESPONSIBILITIES OF THE SITE.

CONTRACTOR: to complete clean-up of the site and await verification of proper installation by contract divers (Owner provided). As-built's J/M @

The following documents are attached to and made a part of this Certificate:
N/A

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents. Submit 6 (six) original documents signed and dated by the Engineer and Contractor to Dept of Waterworks, 301 3rd Street, Luling, La 70070 for processing.

Executed by ENGINEER on 9/9/2020
Date

Danny J. Hebert, P.E.
ENGINEER
By: [Signature]
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on 9/18/2020
Date
Deep South Construction & Salvage
CONTRACTOR

By: [Signature]
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on 10/1/2020
Date

[Signature]
~~OWNER~~ Parish President
By: Owner: St. Charles Parish
~~(Authorized Signature)~~

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON 10/6/20
AS ENTRY NO. 452653
IN MORTGAGE CONVEYANCE BOOK
NO. 1889 FOLIO 566

2021-0151

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

ORDINANCE NO. 21-6-16

An ordinance to approve and authorize the execution of a professional services agreement with Comite Resources, Inc. for Wetland Wastewater Assimilation Biological Monitoring Project (S060404) for a period of five years in the amount of \$220,500.00.

WHEREAS, St. Charles Parish desires to continue Wetland Wastewater Assimilation Biological Monitoring as required by Luling Oxidation Pond LDEQ discharge permit; and,

WHEREAS, Comite will provide monthly (60) progress reports and five annual reports; and,

WHEREAS, Biological Monitoring is required to meet LDEQ and USEPA regulatory requirements for Wetland Wastewater Assimilation permits.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement with Comite Resources, Inc. for Wetland Wastewater Assimilation Biological Monitoring for a period of 5 years in the amount of \$220,500.00 is hereby approved and accepted.

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

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 21st day of June, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Maribyn B. Bellock
SECRETARY: Michelle Spantato
DLVD/PARISH PRESIDENT: June 22, 2021
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 23, 2021
AT: 11:00 am RECD BY: (Signature)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2021 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 Comite Resources, Inc., a corporation and/or limited liability company acting herein by and through its Secretary, Robert R. Lane, 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 **Wetland Wastewater Assimilation Biological Monitoring** Project No. S060404 as described in Ordinance No. 21-6-16 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:

**Wetland Wastewater Assimilation Biological Monitoring
Projects No. S060404**

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 five (5) 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 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

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

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 OTHER

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

Patrick Champagne

Billy Raymond

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

6-22-21

Date:

WITNESSES:

Comite Resources, Inc.

By: Robert R. Lane, PhD
Secretary

Date:

ATTACHMENT "A"

**Wetland Wastewater Assimilation Biological Monitoring
Project No. S060404**

Project Scope:

CONSULTANT shall perform the scope of services described in the following paragraphs.

Introduction

St. Charles Parish was issued a permit from the Louisiana Dept. of Environmental Quality (Louisiana Pollutant Discharge Elimination System (LPDES) permit LA0032131) to discharge effluent from the Luling wastewater treatment plant into a forested wetland as part of its treatment system in order to polish secondarily treated municipal effluent. The overall objective of this scope of services is to conduct monitoring to specifically meet the requirements of the LPDES permit. The details of the proposed monitoring and reporting schedule are given below. The proposed work is based on the results of the field investigations and monitoring of the site described in the Use Attainability Analysis (UAA) as well as discussions with Louisiana Department of Environmental Quality (LDEQ) and City personnel.

Objectives

Measurements of hydrology, vegetation, water and soil chemistry and accretion will be carried out as dictated by the discharge permit (Table 1). Monthly monitoring reports and annual reports will be prepared in order to ascertain that the specific criteria for protection of the receiving wetland are met. Meetings will be held with City personnel and LDEQ as necessary to ensure satisfactory completion of the monitoring.

Table 1. Monitoring requirements for each of the assimilation wetland study sites.

Parameter	Flora	Sediment	Surface Water
Flora Species Diversity	P		
Aboveground Vegetation Productivity	A		
Water Level Measurements			M
Metals: Mg, Pb, Cd, Cr, Cu, Zn, Fe, Ni, Ag, Se	P	P	P
Nutrient Analysis I: TKN, TP	P	P	S
Nutrient Analysis II: NH ₃ N, NO ₂ +NO ₃ N, PO ₄		P	S

Others: BOD ₅ , TSS, pH, Dissolved Oxygen, Salinity, Temp			S
Accretion Rate		P	
Nutrient Loading Rates			A
Adaptive Management Practices			A

P: Periodically – Must be made once during the fourth year of the permit period for all wetland areas.
A: Annually – Once per year at all wetland areas.
S: Semiannually – Once per six months at all wetland areas.
M: Monthly – Once per month at all wetland areas.

METHODS

Experimental Design

The city of Luling discharges secondarily treated effluent into forested wetlands adjacent to the wastewater oxidation pond. The assimilation wetland is located directly to the east of the oxidation pond. The 608-ha wetland is a continuously flooded freshwater forested wetland dominated by water tupelo and bald cypress. Three sites were established at the Luling assimilation wetland, including Discharge, Mid, and Out sites, and a Reference site was located nearby. The Discharge, Mid, and Reference sites are forested while the Out site is a freshwater emergent marsh. The Marsh Reference site is the same as the Hammond marsh Reference site.

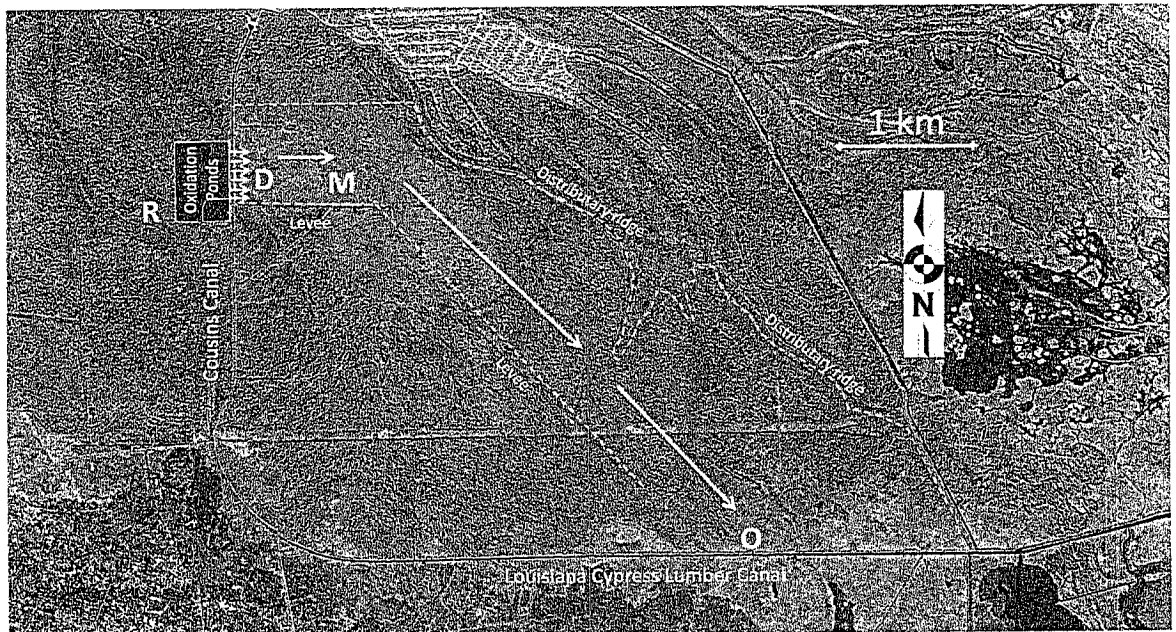


Figure 1. Location of the Luling WTP and assimilation wetlands. Upper case letters indicate sampling sites. Arrows indicate general direction of water flow.

Water Analysis

In Situ Measurements

Conductivity, salinity, dissolved oxygen, pH and temperature will be measured using an In-Situ smarTROLL Multiparameter Handheld probe (shorturl.at/dmFQX). The probe will be calibrated with known standards prior to field measurements. Data will be uploaded to a mobile device, and then archived and backed-up upon return from the field. These measurements will be taken during monthly site visits at all monitoring sites.

Nutrients and Suspended Solids

Discrete water samples for nutrient and total suspended solids (TSS) analysis will be collected semiannually at the study sites and the discharge pipe as dictated by the discharge permit. Single water samples will be taken 5 to 10 cm below the water surface with effort taken not to stir bottom sediments or include any film that may be present on water surface. Samples will be collected in 500 ml acid washed polyethylene bottles or as provided by the laboratory. The samples will be immediately stored at 4°C until transported to an analytical laboratory and within 24 hours filtered and subsampled. The samples will be analyzed for nitrite (NO₂-N), nitrate (NO₃-N), ammonium (NH₃-N), total Kjeldahl nitrogen (TKN), total phosphorus (TP), and ortho-phosphate (PO₄-P) by Pace Analytical, an EPA approved analytical laboratory, using standard methods (APHA 1985).

Metals Analysis

Triplicate water samples will be collected once during September through November in the fourth year of the permit from each of the study sites as dictated by the discharge permit. The following parameters will be analyzed for by Pace Analytical: magnesium (Mg), lead (Pb), cadmium (Cd), chromium (Cr), copper (Cu), zinc (Zn), iron (Fe), nickel (Ni), silver (Ag), and selenium (Se).

Vegetation Analysis

Tree Productivity

10m x 100m plots have been previously established at each forested study site in order to monitor vegetation species composition and productivity. The diameter at breast height (DBH) of all trees in each plot will be measured directly above and below an identification tag located approximately 4.5 ft above the ground. The tag will be inverted for the top measurement. The procedures have been followed as outlined in the Forest Inventory and Analysis National Core Field Guide (version 7.2). Trees with buttresses will be tagged 1.5 ft above the butt swell. In addition to the tree diameter, the species and tag number will also be recorded. Centimeter diameter tape will be used with 0.1 cm increments. Forked trees will be measured differently depending where the fork originates: if below 1.0 foot then they are treated as distinctly separate trees; if between 1.0 and 4.5 feet DBH of each fork is measured at a point 3.5 feet above the pith intersection; and if the fork is above 4.5 feet DBH will be taken at 4.5 or slightly below if the fork is at 4.5 ft. Trees with swellings, bumps, depressions, and branches at 4.5 ft, DBH will be measured immediately above the irregularity at the place it ceases to affect normal stem form. The DBH of leaning trees will

be made 4.5 ft from the ground along the bole as measured along the underside face of the bole.

Stem production will be estimated from annual changes in wood biomass calculated using allometric equations based on stem dbh as the independent variable (Table 1). Aboveground net primary production (NPP) will be calculated as the difference in biomass from year to year.

Table 1. Allometric equations used to convert diameter at breast height (dbh) to woody biomass.

Species	Biomass (kg)	f(D)	DBH Range	Reference
<i>Fraxinus spp.</i>	Biomass(kg) =	$((2.669*((DBHcm*0.394)^2)^{1.16332}))^{0.454}$	>10 cm	Megonigal et al. '97
<i>Taxodium distichum</i>	Biomass(kg) =	$10^{(-.97+2.34*LOG10(DBHcm))}$	>10 cm	Megonigal et al. '97
<i>Nyssa aquatica</i>	Biomass(kg) =	$10^{(-.919+2.291*LOG10(DBHcm))}$	>10 cm	Megonigal et al. '97
<i>Acer rubrum</i>	Biomass(kg) =	$((2.39959*((DBHcm*0.394)^2)^{1.2003}))^{0.454}$	10-28 cm	Megonigal et al. '97
<i>Quercus nigra</i>	Biomass(kg) =	$((3.15067*((DBHcm*0.394)^2)^{1.21955}))^{0.45}$	10-28 cm	Megonigal et al. '97
	Biomass(kg) =	$((5.99898*((DBHcm*0.394)^2)^{1.08527}))^{0.45}$	>28 cm	Megonigal et al. '97
<i>Salix spp.</i>	Biomass(kg) =	$10^{((-1.5+2.78*LOG10(DBHcm))}$	n.a.	Scott et al. 1985
Other Species	Biomass(kg) =	$((2.54671*((DBHcm*0.394)^2)^{1.20138}))^{0.45}$	10-28 cm	Megonigal et al. '97
	Biomass(kg) =	$((1.80526*((DBHcm*0.394)^2)^{1.27313}))^{0.45}$	>28	Megonigal et al. '97
All species < 5 cm	Biomass(kg) =	$((2.50008*((DBHcm*0.394)^2)^{1.19572}))^{0.45}$	<10cm	Phillips 1981

Marsh Productivity

Net primary productivity (NPP) of emergent wetlands will be measured using the End of season live (EOSL) technique (White et al. 1978; Burdick et al. 1989). EOSL biomass will be collected during the last week of September or the first week of October during each year of the project. Aboveground biomass will be sampled using five 0.1 m² clip plots (Shew et al. 1981). Vegetation within each clip plot will be cut as close to the wetland surface as possible, placed in labeled paper bags, and brought back to the laboratory where live vegetation will be separated from dead, dried at 60°C, and weighed. The dry weight of the live material will be extrapolated to live dry weight per square meter (g dry wgt/m²).

Metals & Nutrient Analysis

Triplicate green leaf samples will be collected once during September through November of the fourth year from the major species at the study sites as dictated by the discharge permit. These samples will be analyzed for TP and TKN by Pace Analytical. In addition, samples will be analyzed for metal concentrations, including Mg, Pb, Cd, Cr, Cu, Zn, Fe, Ni, Ag, and Se.

Soils Analysis

Sediment Accretion

Accretion will be measured using the feldspar marker technique (Cahoon and Turner 1989). Feldspar marker horizons were prepared by spreading a thin (~1 cm) layer of white feldspar clay on the wetland surface. The center of the plot was marked with a PVC pole. Material accumulated above the feldspar marker is measured annually. The rate of vertical accretion is calculated by dividing the mean thickness of material above the surface of the horizon by the amount of time the horizon had been in place.

Metals & Nutrient Analysis

Triplicate sediment samples will be collected at the study sites during September through November in the fourth year of the study as dictated by the discharge permit. These samples will be analyzed for TP and TKN by Pace Analytical. In addition, samples will be analyzed for metal concentrations, including Mg, Pb, Cd, Cr, Cu, Zn, Fe, Ni, Ag, and Se.

Statistical Analyses

All summary and diastolic statistics will be made using JMP statistical software (Sall et al. 2017). Other appropriate statistical analysis will also be conducted as needed.

Responsibilities and Deliverables

Comite Resources, Inc. will be responsible for sample collection, data analysis and interpretation, and meeting with City and LDEQ personnel sufficient to ensure satisfactory progress of the project. The City will be responsible for the payment of all sample analyses. Deliverables include monthly monitoring reports and five (5) Annual Reports.

Literature Cited

- APHA (American Public Health Association). 1985. A.E. Greenberg, R.R. Trussell, L.S. Clesceri, and M.A.H. Franson (eds.), Standard Methods for the Examination of Water and Wastewater, 16th Ed., Washington, D.C.
- Burdick, D.M., I.A. Mendelsohn, and K.L. McKee. 1989. Live standing crop and metabolism of the marsh grass *Spartina patens* as related to edaphic factors in a brackish, mixed marsh community in Louisiana. *Estuaries* 12: 195-204.
- Cahoon, D.R. and R.E. Turner. 1989. Accretion and canal impacts in a rapidly subsiding wetland. Feldspar marker horizon technique. 12:260-268.
- Sall, J., M. Stephens, A. Lehman, and S. Loring. 2017. JMP Start Statistics: A guide to statistical and data analysis using JMP, sixth edition. Cary, NC: SAS Institute Inc. 660p.
- Shew, D.M., R.A. Linthurst, and E.D. Seneca. 1981. Comparison of production computation methods in a southeastern North Carolina *Spartina alterniflora* salt marsh. *Estuaries* 4: 97-109.
- White, D.A., T.A. Weiss, J.M. Trapani, and L.B. Thien. 1978. Productivity and decomposition of the dominant salt marsh plants in Louisiana. *Ecology* 59: 751-759.

ATTACHMENT "B"

**Wetland Wastewater Assimilation Biological Monitoring
Project No. S060404**

Project Schedule:

Comite Resources, Inc. will perform Biological Monitoring in the Luling Pond Wetland Assimilation discharge area as described in the Scope of service and in accordance with LDEQ discharge permit for the Luling Oxidation Pond.

They shall submit monthly progress reports along with an Annual report for each month and year of the five-year contract.

ATTACHMENT "C"

Wetland Wastewater Assimilation Biological Monitoring
Project No. S060404

Project Cost:

Owner shall pay Consultant a fee of \$220,500.00 for work performed in sixty (60) equal payments of \$3,675.00 based on submittal of monthly (60) progress reports acceptable to Owner and five (5) Annual Reports.

Invoice Contact Information:

Robert R. Lane, PhD
Chief Operating Officer
Comite Resources, Inc.
PO Box 66596
Baton Rouge, LA 70896
(p) 225-247-3917
(e) rlane@comiteres.com
(w) comiteres.com

Excerpts from the
MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS
OF COMITE RESOURCES, INC.

RESOLVED, that Robert R. Lane, of Comite Resources, Inc., be and he is hereby authorized and empowered for and on behalf of Comite Resources, Inc. to execute any and all documents that he deems necessary and as required to enter into a contract with St. Charles Parish on behalf of the corporation

COMITE RESOURCES, INC.

BY:


JOHN W. DAY
PRESIDENT

CERTIFICATION

I, Robert R. Lane, Secretary of Comite Resources, Inc. do certify that the above and foregoing to be a true and correct copy of excerpts of the minutes of the Board of Directors of said Corporation, duly and legally called, convened and held on the 15 day of JUNE, 2017, in BATON ROUGE Louisiana, where a quorum of the Directors was present and that the same has not been revoked or rescinded.

WITNESS my signature and the seal of the Corporation at COVINGTON, Louisiana, this 17 day of MAY, 2021.


ROBERT R. LANE
SECRETARY



2021-0172

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

RESOLUTION NO. 6566

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement as requested by Sunset Ridge Development, LLC.

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 subdivider has requested a waiver from the arrangement requirement for Lots 2, 3, 4, 5, and 26A-1, as shown on a survey by Gassen Surveying, LLC dated March 8, 2021; and,

WHEREAS, granting the waiver will allow Lots 2, 3, 4, 5, and 26A-1 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 required waiver at their May 6, 2021 meeting.

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 2, 3, 4, 5, and 26A-1, of Sunset Ranches and the Sunset Drainage District, Bayou Gauche, as shown on a plan by Gassen Surveying, LLC dated March 8, 2021, as requested by Sunset Development, LLC.

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

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

And the resolution was declared adopted this 21st day of June, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn B. Bellock
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: June 22, 2021
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Math Jewell
RETD/SECRETARY: June 23, 2021
AT: 11:00 am RECD BY: (Signature)

2021-0175

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

RESOLUTION NO. 6567

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement as requested by Wise Properties, LLC.

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 subdivider has requested a waiver from the arrangement requirement for Lot L13-D as shown on a survey by Dading, Marques, & Associates, LLC dated January 14, 2021; and,

WHEREAS, the Planning and Zoning Commission approved the resubdivision with the required waivers at their June 3, 2021 meeting.

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 L13-D, as shown on a plan by Dading, Marques, & Associates, LLC dated January 14, 2021 as requested by Wise Properties, LLC.

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

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

And the resolution was declared adopted this 21st day of June, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Maribyn Bellock
SECRETARY: Michelle Spontano
DLVD/PARISH PRESIDENT: June 22, 2021
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 23, 2021
AT: 11:00 am RECD BY: (Signature)

2021-0176

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

RESOLUTION NO. 6568

A resolution endorsing a waiver from Appendix A., Zoning Ordinance of 1981, Section VI. Zoning District Criteria and Regulations, C. Commercial Districts, IV. C-3. Highway Commercial District, 2. Spatial Requirements, a. minimum lot size, and Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement and C. Lots, 1. Size, b. Width as requested by Salvador Puglise, Joyce Puglise, and Amber Hospitality, LLC.

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 Subdivision Regulations require lots possess width at the minimum building setback line not less than that specified by the St. Charles Parish Zoning Ordinance; and,

WHEREAS, the subdivider has requested a waiver from the arrangement requirement for Lot F-5A and the width requirement for Lot F-6, as shown on a survey by Gassen Surveying, LLC dated March 20, 2021, revised June 3, 2021; and,

WHEREAS, the Planning and Zoning Commission approved the resubdivision with the required waivers at their June 3, 2021 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the arrangement and width requirements to allow Lots F-5A and F-6, as shown on a plan by Gassen Surveying, LLC dated March 20, 2021, revised June 3, 2021 as requested by Salvador Puglise, Joyce Puglise, and Amber Hospitality, LLC.

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

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

And the resolution was declared adopted this 21st day of June, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellock
SECRETARY: Nichelle Depastato
DLVD/PARISH PRESIDENT: June 22, 2021
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 23, 2021
AT: 11:00am RECD BY: [Signature]

2021-0170

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

RESOLUTION NO. 6569

A resolution to approve and authorize the execution of a Federally Funded Agreement with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding in the amount of \$5,085,336.00 to elevate 31 residential flood prone structures to prevent further damages and reduce NFIP claims.

WHEREAS, St. Charles Parish submitted an application seeking Federal assistance from the Federal Emergency Management Agency (FEMA) to elevate 31 flood prone structures through the FY 2019 Flood Mitigation Assistance Program; and,

WHEREAS, by way of letter dated May 21, 2021, Mr. Sean Wyatt, Assistant Deputy Director, Hazard Mitigation Assistance Division, Governor's Office of Homeland Security and Emergency Preparedness, advised that the St. Charles Parish Flood Mitigation Assistance application was selected by FEMA for funding in the amount of \$5,085,336.00; and,

WHEREAS, there is a non-federal share of \$520,266.00 comprised of homeowner contributions and Grants Office in-kind funding to satisfactorily complete said project and thus become eligible for the Flood Mitigation Assistance Program; and,

WHEREAS, the State has prepared the necessary Federally Funded Agreement to provide funding for said project and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Federally Funded Agreement with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding to elevate 31 residential flood prone structures in accordance with the Flood Mitigation Assistance Program.

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

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

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

And the resolution was declared adopted this 21st day of June, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellock
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: June 22, 2021
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 23, 2021
AT: 11:00am RECD BY: [Signature]

A Federally Funded Agreement
Between the
Governor's Office of Homeland Security and Emergency Preparedness
And
St. Charles Parish

1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Flood Mitigation Assistance Grant Program ("FMA"). CFDA 97.029.

1.3 This Agreement addresses the use of those funds, and is between the Governor's Office of Homeland Security and Emergency Preparedness ("Recipient"), and St. Charles Parish ("Sub-Recipient").

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

National Flood Insurance Act of 1968 Section 1366 (42 U.S.C. 4104c)

as amended by the National Flood Insurance Reform Act of 1994, Public Law 103—325

The Bunning –Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

The Biggert-Waters Flood Insurance Reform Act of 2012, Public Law 112-141

31 United States Code Section 1352

2 Code of Federal Regulations 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

OMB Circular A-102 (Standard Forms 424B (Rev. 7-97) and 424D (Rev. 7-97))

OMB Circular 110

2.3 State

Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 et seq.

Louisiana Scope of Building Codes, La. R.S. 33:4773(D)

Louisiana Uniform Construction Code, La. R.S. 40:1721-39

Louisiana Public Bid Law, La. R.S. 38:2211 et seq.

Louisiana Procurement Code, La. R.S. 39:1551 et seq.

Louisiana Hazard Mitigation Strategy (4 volumes)

3.1 Concept of Agreement

3.2 In order to complete the St. Charles Parish – 2019 FMA Residential Elevation Project, the Grantor has provided funds to Sub-Recipient through Recipient's FMA Grant Program. Sub-Recipient shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (FMA-PJ-06-LA-2019-007, EMT-2021-FM-E001 (7))

3.3 The project application is incorporated into this Agreement as if copied in its entirety.

3.4 Additional responsibilities of Recipient, and Sub-Recipient are as follows:

3.4.1 All applicable State and Federal laws, regulations and policies shall be adhered to during the execution of this project, and more specifically:

3.4.2 Any changes to the scope of work, or budget shall comply with 2 C.F.R. §200

3.4.3 Sub-Recipient shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C §1352.

3.4.4 Sub-Recipient shall comply with all Assurances for Construction and Non-Construction Programs as outlined in Standard Forms 424B and 424D, and prescribed by OMB Circular A-102.

3.4.5 Sub-Recipient shall cooperate at all times with Recipient, and act as the project manager agreeing to be accountable for all funds expended on this project.

3.4.6 Sub-Recipient agrees to meet all program, and administrative requirements as dictated by State and Federal laws, regulations and policies, and any other requirements deemed necessary by Recipient to carry out the intent of this Agreement, even if not specifically stated.

4.1 Summary of Statement of Work

4.2 Pursuant to FMA-PJ-06-LA-2019-007, EMT-2021-FM-E001 (7), Sub-Recipient shall perform the following tasks within the approved timeframes:

4.2.1 To elevate thirty-one (31) properties to prevent future losses.

5.1 Summary of Budget

5.2 Estimated costs per task:

5.2.1 For tasks 4.2.1	\$5,605,602.00
5.2.2 Total Project Cost	\$5,605,602.00

5.3 Funding Sources

5.3.1 Federal Share	\$5,085,336.00
5.3.2 Non-Federal Share	\$ 520,266.00

6.1 Liability of Parties

6.2 This Agreement is intended for the benefit of Grantor, Recipient and Sub-Recipient, and does not confer any rights upon third parties.

6.3 All rights by and between Grantor, Recipient, and Sub-Recipient are limited to the actions outlined in the applicable State and Federal laws, regulations, and policies.

6.4 Sub-Recipient hereby agrees to hold Recipient harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of Sub-Recipient.

7.1 Legal Authorization

Sub-Recipient hereby certifies that it has the legal authority to enter into this agreement and that it is authorized to receive the federal funds outlined herein.

8.1 Notice and Contact

8.2 All notices provided pursuant to this Agreement shall be in writing, and sent via first class certified mail return receipt requested.

8.3 The name and address of Recipient's contract manager for this agreement is:

Sean Wyatt
Assistant Deputy Director, Hazard Mitigation Assistance Division
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Boulevard
Baton Rouge, Louisiana 70806

The name and address of the designated agent responsible for the administration of this agreement on behalf of Sub-Recipient is:

Honorable Matthew Jewell
Parish President
St. Charles Parish
P.O. Box 302
Hahnville, Louisiana 70057

8.4 If the mailing address of Recipient or Sub-Recipient changes during the term of this agreement, or there is a change in the designated points of contact, the party with the address change, or change of contact shall immediately notify the other party in writing.

On behalf of their respective agencies, Recipient and Sub-Recipient have executed this agreement.

BY: _____
James B. Waskom
Director
GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY PREPAREDNESS

DATE: _____

BY: Matthew Jewell
Honorable Matthew Jewell
Parish President
ST. CHARLES PARISH

DATE: 6-22-21

2021-0171

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

RESOLUTION NO. 6570

A resolution approving and authorizing St. Charles Parish to submit a grant application to the United States Department of Agriculture's Rural Housing Service 2021 Housing Preservation Grant Program.

WHEREAS, the Rural Housing Service, an agency within the United States Department of Agriculture Rural Development (USDA) is accepting grant applications for the 2021 Housing Preservation Grant Program opportunity; and,

WHEREAS, St. Charles Parish established a local Housing Preservation Grant Program with funds awarded from the 2017 Housing Preservation Grant opportunity and continued the local program with funds received from the USDA Housing Preservation Grant Program each year since; and,

WHEREAS, through the local Housing Preservation Grant Program, the Department of Community Services has provided repairs and rehabilitation to 32 dwellings within St. Charles Parish owned and occupied by low and very low-income residents; and,

WHEREAS, St. Charles Parish is applying for 2021 Hazard Preservation Grant funding to assist in the continuation of the local Housing Preservation Grant Program; and,

WHEREAS, the Rural Housing Service application requires support from the local governing body to secure approval and authorization for the application for grant funding.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize St. Charles Parish to submit a grant application to the United States Department of Agriculture's Rural Housing Service 2021 Housing Preservation Grant Program.

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

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

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

And the resolution was declared adopted this 21st day of June, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellock
SECRETARY: Nichelle Dupont
DLVD/PARISH PRESIDENT: June 22, 2021
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: June 23, 2021
AT: 11:00am RECD BY: [Signature]