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3 Bayou Gauche family members diagnosed with virus

All had drastically different symptoms

Monique Roth Editor
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One person had no symptoms at all, one felt ill for only 24 hours and one was severely sick for over a month. The experiences were drastically different, but the diagnosis was the same – coronavirus.

It all started in mid-March - and by the time it was over - three out of five people living in the same house were all diagnosed with the novel virus that has caused a global pandemic and left one family with the experience of having three completely different cases.

VIRUS on 7A



Three of five members of the Jacob family were stricken with coronavirus.

Businesses begin to reopen



TURN to 2A

Hospital makes changes before seeing patients



TURN to 2A

Destrehan WWII vet celebrates 96th birthday

Ryan Arena Editor
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Later this month, Lawrence Silver will enjoy his 96th birthday, a landmark that the Destrehan man quipped will punctuate a month of celebration thanks to his family.

But when Silver was just 17 years old, he left his Milwaukee home to help ultimately shape history and keep his country free.

Silver is a proud veteran of World War II, where he served as an engineer with the U.S. Navy. The war would end when he was just 21, and he had experienced more in those four years than many will in a lifetime.

WWII on 8A



Lawrence Silver left to serve in the Navy when he was 17.

A year after serious accident, Luling attorney counts blessings

Ryan Arena Editor
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Jake Lemmon doesn't remember much at all from the weeks following his serious auto accident last year. At the same time, he'll never, ever forget.

The actions of those who saved his life, be it those on the scene of the accident, those who repaired him in the emergency room, or those who donated money for his family and blood to keep him alive all give him purpose today.

"I wouldn't be here today if not for the love, support and prayers of this community," Lemmon said. "It's so hard to even explain, because you can't describe the gratitude you have for everyone."

ACCIDENT on 9A



Jake Lemmon has recovered following a serious wreck last year.

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Hospital will make changes before welcoming patients back May 15

Monique Roth Editor
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St. Charles Parish Hospital, in accordance with its Safe to Reopen Plans, has resumed high-priority elective procedures and is planning to welcome patients back into its clinics next week.

Elective procedures were halted in March amid coronavirus-related precautions aimed to conserve medical equipment and prioritize the time of providers. Terrell Neal, St. Charles Parish Hospital CEO, said providers were told if certain procedures could wait, and if that postponement wouldn't pose any harm to the patient, the procedures should be postponed.

Louisiana Gov. John Bel Edwards said providers could start performing some elective procedures starting April 27.

"We're now asking providers to reevaluate the delayed patients and see if it is something that can wait longer or if it is something that needs to be done more timely," Neal said.



The hospital will soon welcome patients back into its clinics for important visits, routine doctor's appointments and check ups. (Right) St. Charles Parish Hospital CEO Terrell Neal.



Safe to Reopen Plans

Once Edwards' Stay-At-Home Order is lifted May 15, the hospital will begin welcoming patients back into its clinics for important visits, routine doctor's appointments and check-ups, Ochsner spokeswoman Erica Burns said.

HOSPITAL on 10A



Neele Savoie and Angelle LeBlanc, owners of Cherry Lane Boutique.

Parish businesses begin to reopen

Monique Roth Editor
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Many St. Charles Parish residents are enjoying a small sense of normalcy as several of their favorite businesses and restaurants have reopened after coronavirus-related closures.

Angelle LeBlanc, who owns Cherry Lane Boutique with her sister Nealie Savoie, said re-opening the doors this

BUSINESS on 10A

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Mom bombs spread across St. Charles Parish

Monique Roth Editor
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One local woman’s idea to spread joy to a few moms for Mother’s Day month has led to over 20 mobile acts of kindness.

Kati Corso, a Destrehan resident, had the idea to create a pay-it-forward type of surprise for moms.

“With Mother’s Day and just everything that’s going on with the kids being home, I wanted to do something nice for moms,” she said. “I thought this would be fun because everyone would get to take part in it and could pass it on.”

She contacted Bourg Signs in Norco and got two yard signs quickly printed. The round signs prominently feature the phrase “This mom is the bomb!” with “St. Charles Strong” printed underneath.

Corso put together two gift baskets containing beauty products and adult beverages and dropped them off at the door of two friends. She also staked a sign in each yard.

“I started with two to let it go in different directions,” she said. “It’s a pay it forward thing ... it’s fun to get it but even more fun to give it.”

As she pulled away from each house, Corso sent a text with a graphic pronouncing the message “hey girl you’re the bomb ... go check outside.”

Both friends called her right away.

“It’s made people emotional,” she said. “They said, ‘I needed this’ ... it’s something so small to do to spread some joy.”

“Watching them get it is more fun than getting a gift. It’s the joy you feel making someone feel good,”

— Kati Corso

Corso said pulling off the surprises is like being a parent on Christmas morning.

“Watching them get it is more fun than getting a gift,” she said. “It’s the joy you feel making someone feel good.”

Corso ordered two more signs at the urging of her friend, Kristin Stumbo.

“I told Kati I would start it on the West Bank of St. Charles ... the West Bank needed to be mom



Kristin Stumbo, of Destrehan, with a mom bomb sign.

bombed too,” Stumbo said laughing.

Stumbo bombed her neighbor Keri Candies, who just like Stumbo is mom to a high school senior.

“I know how hard it has been to miss all of those important milestones like prom, senior breakfast, awards night and graduation,” Stumbo said of why she thought Candies may need a pick-me-up surprise.

Stumbo also bombed her friend Melissa Fauchaux, who is a nurse working on the front line of the pandemic.

“I wanted her to know how much she’s appreciated,” Stumbo said. “I love that in a time of uncertainty something like this can brighten someone’s day.”

Corso said people continued to contact her for more signs, so much so that the mom movement now has 22 signs moving around the parish.

“I want them to feel joy,” Corso said of the recipients. “I did it in honor of Mother’s Day, but it doesn’t have to stop ... I would love for it to grow.”

Parish, along with state, set to reopen this week

Monique Roth Editor
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St. Charles Parish, along with the rest of Louisiana, will begin the process of reopening businesses Friday. The move comes after nearly two months of Gov. John Bel Edwards’ Stay-at-Home Order that closed a wide range of businesses.

This week will begin phase one of the reopening of the state after the coronavirus pandemic shuttered businesses in March.

Phase one allows restaurants that offer dine-in services to open if indoor table service is limited to 25 percent of capacity. Other businesses allowed to operate at a quarter of their capacity include gyms, movie theaters, churches, barber shops, nail salons, hair salons, bars that offer food service, casinos, museums, zoos and aquariums.

Edwards said the restrictions will remain in place for at least 21 days.

Businesses to remain closed include massage parlors, spas, bars without food permits and tattoo parlors.

St. Charles Parish President Matthew Jewell said he would like to see local government be given some flexibility in how and when reopening occurs throughout future phases.



St. Charles Parish President Matt Jewell, center right, said he would like local governments to be given some flexibility in how and when reopening occurs throughout future phases.

“Small business owners know their customers and understand their business,” Jewell said. “We have been and will continue to do everything in our power to ensure they have the tools to be successful when reopening and continuing operations.”

Jewell said Economic Development Director Corey Fauchaux and the parish team in the economic development department are available to assist parish small businesses.

REOPENING on 7A

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Faith focuses on recording new music after American Idol run ends

Monique Roth Editor
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Faith Becnel's American Idol journey may have ended last Sunday night, but the Destrehan native insists it's only the beginning of her musical career.

Becnel has been part of this season of the popular singing competition show. Last Sunday night's show saw the top 20 contestants whittled down to the top 10.

"To see how much people care about my success ... that to me is the most touching thing ever," Becnel said of the outpouring of love and support she received when news spread that she had not made the top 10.

Becnel said as her American Idol journey ends, her own journey as a musical artist is just beginning.

"This journey has been more than anything I could've dreamed of," Becnel said. "I met the most amazing, beautiful people and experienced beautiful places ... I learned so much about myself, the music business and what it takes to achieve my dreams."

Last week Becnel ventured into a studio to record her own original music for the first time, something she said she is both excited and nervous about.

"I may release them as singles, but I am definitely working on a 6 song EP of all songs I've written," she said. "I know I need to get things out quickly because of the exposure with American Idol."



Destrehan's Faith Becnel.

Becnel said her performance schedule for the next couple of months is up in the air because of the coronavirus pandemic, but that she is excited to continue to update her social media pages, YouTube channel

"I may release them as singles, but I am definitely working on a 6 song EP of all songs I've written,"
— Faith Becnel

and website so people can follow along in her career. She said once large gatherings can be safely held again, she would love to host a meet and greet and big performance for fans.

"I definitely want to say thank you for the love and support," Becnel said.

Becnel recorded her first CD, "I Believe," at 12 years old and formed her own band by age 13. In the years since, she's made several television and radio appearances on local news outlets, as well as has performed throughout Louisiana and surrounding states at events such as Alligator Fest, Andouille Fest, French Quarter Fest and Sacred Heart Fair. She's also performed on stage with famous Louisiana artists and bands including Vince Vance, Irma Thomas, Rockin' Dopsie Jr. and The Top Cats.

"I'm not going anywhere," she said. "This is the beginning."



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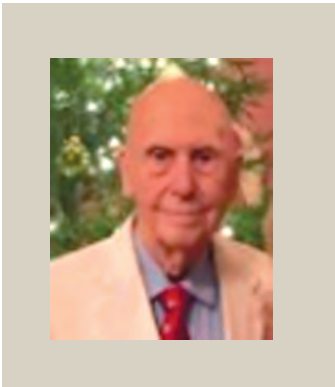


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Obituaries

Send your obituary announcements to obits@heraldguide.com for speedy publication in the St. Charles Herald-Guide's print and Internet editions.

Harris
Deaton Thomas Harris, born on July 7, 1927, in Poplar Creek, MS, grew up in Kilmichael, MS, passed peacefully on May 3, 2020, at his home at the age of 92. He was the only son of Dalton Thomas Harris and Cory Deaton Harris, and the beloved husband of the late, Frances McGarrh Harris. He is survived by his wife, Kathie Kern; sons, David Allen Harris and Michael Thomas Harris; daughter, Patrice Marie Harris Sullivan; step-daughter Julie Kern; grandchildren, Christian Harris, Devon Harris, Deaton Harris, Kyle Sullivan, Kevin Sullivan, Cross Harris and Liam Beauvais; and four great grandchildren. Deaton served honorably in the Coast Guard as a Merchant Marine, and the Army before attending Mississippi State where he graduated as a Mechanical Engineer, and thereafter spent six years in the Air Force Reserve. Deaton spent most of his professional life employed with Freeport Sulphur Company in Port Sulphur, Louisiana, and locally with Freeport McMoran involved in special projects. A private burial service will be held at Lake Lawn Park. A memorial will be held on a date to be determined. In lieu of flowers, the family requests that donations be made to ALSAC/ St. Jude Children's Research Hospital, 501 St. Jude Place, Memphis, TN. 38105. To view and sign the guest book, visit www.lakelawnmetairie.com.



to the fullest through simple pleasures; chatting with friends and family; spoiling the children that touched her life as well as her dogs and was most happy in her garden. She seemingly gravitated toward the less fortunate and had an uncanny ability to reach people in a positive way. She is survived by devoted husband, Donald Bené, Jr and loving children, Ashlyn and Daylon, as well as, stepson Donald Amedee. She leaves behind her mother, Patricia Dufrene (Irvin), father, Bill DeLoach (Todd) and brother, Mark DeLoach (Jacqué), and many aunts, uncles, cousins, nieces and nephews. Memorial Services will be announced at a future date. If desired, friends may visit: <https://caringbridge.org/visit/jenbene> for updates and memorial contributions.

Dempster
Horace J. Dempster, 68, a native of Kraemer and a resident of Des Allemands, passed away on Monday, May 4, 2020.
He is survived by his wife, Jo Ann Michel Dempster; son, Arnold Sevin, Jr.; daughters, Bridget Sevin and Bonnie Housend (Shannon); grandchildren, Burt Dempster III (Kimmie), Blaze Dempster, Matthew Fonseca, Gabriel Fonseca, Gavin Housend (Kailey), Erin Housend, Kayle Sevin and Kobe Sevin; great grandchildren, Sean, Chloey, Kaven, Khyler, Kaislee, Nathan, Rye, Amiyah and brother, Tom Dempster.
He was preceded in death by his parents, Horace Joseph Dempster and Florence Usea Dempster; brothers, Lynn, Bruce and Paul Dempster and grandson, Lance Champagne.
Falgout Funeral Home is in charge of arrangements.



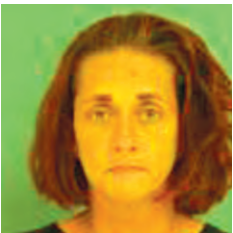
Bené
Jennifer R. Bené (née DeLoach), 45, passed away on Sunday April 19, 2020, at St. Francis Hospital in Indianapolis, Indiana. She was born August 2, 1974 and was a 1993 graduate of Hahnville High School. Jennifer enjoyed life



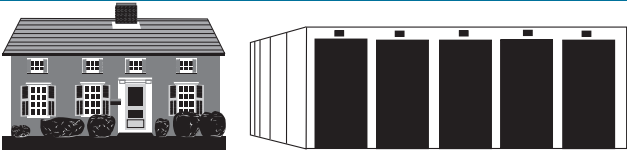
Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests
• **Dale Lirette Jr., 31**, of 2414 Highway 1 in Raceland, was arrested May 5 and charged with obstruction of justice, reckless operation without accident (three counts), driver must be licensed, DWI, illegal possession of stolen things and aggravated flight from an officer. He was a fugitive.
• **Amy Smith, 40**, of 2551 Claiborne Ave. in Shreveport, was arrested May 5 and charged with aggravated flight from an officer (three counts), obstruction of justice, illegal possession of stolen things, monetary instrument abuse, reckless operation without accident (three counts) and possession of drug paraphernalia.
• **Derek Boudoin, 31**, of 112 Allie Lane in Luling, was arrested May 6 and charged with aggravated battery with a dangerous weapon and simple criminal damage to property.
• **Christopher Major, 36**, of 2015 Highway 192 in Raceland, was arrested May 7 and charged with domestic abuse battery with child endangerment, possession of marijuana and possession of Percocet.
• **Yolanda Miller, 40**, of 512 Pere Marquette in LaPlace, was arrested May 3 and charged with unauthorized entry of an inhabited dwelling, possession of a firearm by convicted felon, distribution of Xanax and illegal carrying of a weapon.
• **Roderick King, 34**, of 5517 Yazoo City Miss., was arrested May 2 and charged with simple criminal damage to property and battery of a dating partner.



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VIRUS from 1A

Bayou Gauche resident Jeanne Jacob and her husband Ronnie have had three roommates recently as their son Ryan, his wife Rachelle and their child have moved in with them while their new home is being built.

Rachelle was the first family member to become ill. She experienced a mild fever, felt very fatigued and experienced a loss of taste and smell in mid-March, but her symptoms didn't linger.

"In 24 hours, she was fine," Jeanne said.

But when Ryan began running a high fever March 22, his experience was the opposite of his wife's.

"It went on and never stopped," Jeanne said. "It started getting really bad."

The couple, each 30 years old, went to the Hahnville High coronavirus testing site on March 23 to get tested. They both tested positive – news that was told to them on March 31 when their results were ready.

Ryan was severely ill for three weeks, during which he lost almost 30 pounds. His symptoms included a severe cough and loss of taste and smell.

"The worst symptom of having the active virus was the fatigue and total lack of energy," Ryan said.

He was eventually also diagnosed with pneumonia, and with that diagnosis was prescribed medication.

Ryan and Rachelle's child was never tested for coronavirus per Ochsner's



Ryan and Rachelle.



Ryan Jacob.

guidelines regarding children not being tested without clear coronavirus symptoms, Jeanne said, but she added the 2 year old did experience a terrible ear infection, sinus issues and cough.

Jeanne, 55, said both she and Ronnie never experienced any symptoms, but on a complete whim she got tested on April 16.

"I was driving down 90 and I saw there was no line, so I just turned in," Jeanne said of the HHS testing site.

Five days later she was shocked when she was told she tested positive.

"I didn't have one symptom," she said, adding the Louisiana Department of Health workers calling in the positive test result couldn't believe she was feeling fine.

Over a month since the onset of his symptoms, Ryan said he is just getting back to feeling like himself and being able to again enjoy his beloved outdoor activities of fishing and crabbing.

Jeanne is thankful the family avoided hospitalizations, and said no one living in the house has any pre-existing medical conditions that would make them more susceptible to becoming infected with the virus.

"It ranged from a positive test with nothing to a month of illness," she said of her family's unique experience with the novel virus.

REOPENING from 4A

"I encourage business owners to reach out to them," Jewell said. "I am also encouraging small businesses to source American-made products as much as possible ... now more than ever our local suppliers need our support."

The parish economic development department's website - www.stcharlesparish-la.gov/departments/economic-development-and-tourism - links regionally and parish specific COVID-19 resources for small businesses, Louisiana Department of

Health information and small business loan information.

"Small businesses in St. Charles Parish are going to great lengths to



ensure their shops are safe places for their customers, so please patronize our local businesses," Jewell said. "After Hurricane Katrina, businesses in St. Charles Parish were some of the first to reopen in the region ... they were there for us then, we need to be there for them now."

Parish restaurants will be able to resume operations as long as indoor seating is limited to 25 percent capacity.



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WWII from 1A

“I didn’t see much of the (battle) action as an engineer,” said Silver, who was tasked with keeping his ship, the USS Thomas E. Frazier, moving and working properly. “It was exciting. It was a big experience for such a young fella ... just imagine yourself going through something like that and being ... I think I was 21 at the time.”

Silver’s ship was involved in the Battle of Iwo Jima and the Battle of Okinawa, as the U.S. Armed Forces made their push to Japan. The latter fight was indeed an Allied victory and a critical one, but was also considered among the most costly, resulting in a high death toll on both sides.

Approximately two months after the conclusion of the nearly three month Battle of Okinawa, the Japanese surrendered in August of 1945. The USS Frazier was the first ship to arrive in Tokyo.

“We were pretty close to the Battleship Missouri where they signed the peace treaty,” Silver said.

Silver’s son, Larry Jr., said it was a profound experience for his father.

“He could see the ships and everything where the ceremony was going on,” Larry Jr. said. “We’re all incredibly proud of him. A lot of people ... I was a teacher for 30 years, and I know a lot of these kids don’t have a grasp at all on what these veterans went through to keep our country free.

“If they didn’t answer the challenge, we might be controlled by the Japanese and the Germans today. History would



Lawrence Silver in the Navy.

be completely different.”

Silver was not only a second generation veteran, but a second generation World War veteran. His father, Edward, fought in World War I.

While both events changed the world, the course of the Silver family’s own history would have been completely altered if not for a bit of great fortune.

“I’ve seen my grandfather’s helmet that had a bullet hole in it,” Larry Jr. said. “That was before he had my dad and



Lawrence’s ship, the USS Thomas E. Frazier.

“So that one event could have changed history...a lot of events could have, at least for our family,”

— Larry Silver Jr.

before my dad had me. So that one event could have changed history ... a lot of events could have, at least for our family, certainly.”

There was another harrowing instance in battle where a Marine friend of Silver was fighting on an island while Frazier was launching bombs upon it.

“That was kind of interesting, talking

to his buddy after,” Larry Jr. said.

Another saw kamikaze pilots attempting to hit the Frazier among many U.S. ships during the Battle of Iwo Jima.

“That’s just how it was sometimes for them. Survive and attack,” Larry Jr. said. “I had a number of family members (who are veterans), they all came home safely. We were blessed. We were lucky. Many, many people weren’t as lucky and paid for our freedom with their lives. I can’t tell you how grateful we are.”

Silver has managed to live right and healthy since his days at war, and it’s showing as he prepares to cross another birthday off the calendar.

“I don’t feel bad at all for this age,” Silver said. “I’ve got my family, we’re enjoying ourselves and I’m doing pretty good.”

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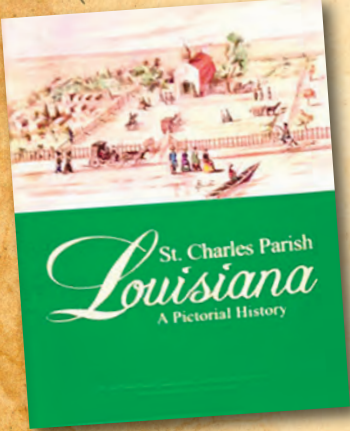
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ACCIDENT from 1A

The Luling attorney’s second lease on life comes after he was almost left for dead in the spring of 2019.

On the morning of the accident, Lemmon had just wrapped up a television interview to promote One Team, One Fight’s annual crawfish fundraiser for first responders. Driving his truck on his way back home, he was involved in a major collision near Lapalco Boulevard in Avondale.

“They couldn’t even tell what my vehicle was,” said Lemmon of the damage.

Armond Bourque, the president of the St. Charles Fraternal Fireman’s Association, was also on his way back home from the TV interview when he saw the accident fallout.

“He said he was reluctant to stop at first because it was Jefferson Parish (and not St. Charles) but something told him to stop,” Lemmon said. “He got out of his truck. The person I was involved in the accident with said he was fine ... (Bourque was told) there was nothing you could do for the other driver. That’s how bad the damage was.”

Bourque took a closer look and recognized Lemmon’s tie from that morning. He called Lemmon’s name and Lemmon responded, though he was in shock.

“He told me to settle down. He cut me out of my truck and put me in the ambulance, and called my family,” Lemmon said. “If he hadn’t stopped that day, I would have died.”

As it turns out, Lemmon was just made aware of Bourque’s involvement during a chance meeting last month.

“I mean, being right in the middle of the pandemic ... I couldn’t even go give him a hug to say, ‘I hope you realize how much I appreciate what you’ve done for me,’” Lemmon said. “Of course, he said ‘that’s what I do and that’s what I love, my job’ ... he’s done that so much that it’s not a great big deal for him, but it’s certainly a great big deal for me. He’s my angel.”

Lemmon said he got emotional when he saw a flashback post on his Facebook page, noting a blood drive held for him last year just after his accident, one he previously was unaware of.



Jake Lemmon volunteers at St. Charles Parish Hospital.

“People were even turned away from it,” Lemmon said. “The outpouring from the community for my family, for my kids ... I couldn’t be there, and they were well taken care of. It makes me reflect and ask ‘Why me? Why was I saved?’ And you have to answer that, and whether there’s something bigger in you that you’re intended for.

“The first thing you ask is ‘How do I repay all these people? How can I be a better person or make the world a better place?’”

He’s not 100 percent health wise. He estimates he’ll need replacement surgery for both his knee and hip. He enjoyed a recent outing with his son to golf, noting he struggled through it but “it was good to get out.”

“But I’m alive,” Lemmon said. “Every day I’m able to be with my kids, my four boys, I count my blessings.”

The experience has only fortified his already strong belief in the cause of One Team, One Fight.

“They help people every single day, and we often just take that for granted,” Lemmon said. “To say, ‘well, that’s their job.’ It’s more of a calling. It’s a different makeup of people, who have such a special heart. They’re selfless.”



Jake Lemmon and sons show off a catch from fishing trip.

NOTICE OF EXTENDED EARLY VOTING DATES

Pursuant to the Secretary of State Emergency Election Plan, the early voting periods for the July 11, 2020 and August 15, 2020 elections have been extended by one week. Early voting for the July 11, 2020 election will be held June 20- July 4, 2020 (excluding Sunday, June 21 and Sunday, June 28, 2020). Early voting for the August 15, 2020 election will be held July 25- August 8, 2020 (excluding Sunday, July 26 and Sunday, August 2, 2020).



Prepared by
Secretary of State R. Kyle Ardoin

Pursuant to Secretary of State Emergency Election Plan.

HOSPITAL from 2A

The hospital is taking extra precautions to keep visits safe and convenient, and some enhancements to the hospital and affiliate clinics include mobile check-in, temperature check, personal protective equipment, social distancing, increased sanitation and virtual visits.

“The community support for our facility has continued to be amazing,” Neal said. “I’m excited about our team’s ability to ensure we have a safe and clean environment.”

Mobile check-in will be available at many locations, Neal said, which will allow patients to check in from their vehicle and be notified via text when their provider is available.

All patients, visitors and employees will continue to go through a temperature check prior to entering facilities, and anyone who enters Ochsner facilities will be provided a face mask. Hand sanitation stations are readily available throughout facilities, and Neal said social distancing and increased sanitation practices are a priority.

Patients who visit offices and the hospital will have a different experience than when they visited pre-pandemic, Neal said. Fewer chairs in the waiting room, for example, will allow for adequate space in between patients.

“It’ll be a slightly different experience,” he said, “but we look forward to taking care of you.”

Dr. Victoria Smith, associate medical director for St. Charles Parish Hospital, said many people have ignored their chronic medical conditions because of the pandemic.

“Nationwide, there are more people dying at home from heart attacks and strokes because of their fear to go into emergency rooms and clinics,” she said. “We are going to do everything we can to keep you safe ... we are ready to welcome you back and take care of you.”

Smith said it is imperative that patients who suffer from chronic conditions such as hypertension, diabetes and heart disease resume regular visits with their doctors to ensure their optimal health and safety.

“We will be continuing to test people. A lot of that is to make sure we can protect our staff and patients,”

— Dr. Victoria Smith

Virtual visits, which have gained popularity out of necessity during the pandemic, will continue to be available to patients for minor illness or to be used in conjunction with face-to-face visits for patients requiring more in-depth care, Smith said.

COVID-19 Rapid Tests

SCPH, like all Ochsner facilities, will continue to test every patient who checks into the hospital for COVID-19. This includes anyone receiving non-elective surgery and anyone staying overnight in the hospital.

Smith said the testing plan would remain in effect for the foreseeable future.

“We will be continuing to test people,” she said. “A

lot of that is to make sure we can protect our staff and patients.”

Neal said the hospital would not typically test a patient who would be discharged, giving the example of someone who goes to the emergency room for a sprained ankle but returns home and does not require any in-patient services.

“Any patient coming in - regardless of symptoms but ill enough to be admitted - will be tested,” he said.

Antibody Testing

Last week, SCPH began to offer voluntary antibody testing to its employees and providers. Officials said testing is based upon employees’ location, job and risk of exposure.

Smith said the antibody test can determine if a person’s immune system has created antibodies in response to COVID-19. Presence of the antibody indicates the individual has been infected with COVID-19, but this test does not prove immunity from future infection.

Because this virus is new and there are still many unknowns, Smith said there is not enough information at this time to determine what defines COVID-19 immunity and how long immunity may last.

This COVID-19 antibody test is a simple blood draw with anticipated results within 24-36 hours of collection, depending on the test location.

Smith said the hospital plans to offer the test to patients and the community in the future.

BUSINESS from 2A

month to the Luling shop was a relief.

Since its closure on March 27, LeBlanc said the shop has survived on website and phone orders, Facebook Live sales and a whole lot of hustle from herself and other employees.

“We managed to limp through the close down and paid our bills,” LeBlanc said. “I’ve never worked so hard for nothing.”

Turning a profit again is a top priority for the store, and LeBlanc said it will be done as safely as possible.

“All employees are wearing masks,” she said, “and we’re asking customers to wear a mask.”

Hand sanitizer stations are available, and the store will continue to offer curb-side pick-up.

“I don’t think that’s something we’ll change anytime soon,” LeBlanc said of the car delivery service.

“The past few days have been surprisingly and pleasantly steady,” she said. “You see people come in and they’re excited to have the opportunity to come in and shop ... we had a great Mother’s Day weekend.”

Until further notice, LeBlanc said the store is capping capacity at 10 people, which includes the three

employees working in the store.

Kristi Brocato, owner of The Basketry, had a slightly different strategy opening her Luling store.

“We managed to limp through the close down and paid our bills,”

— Angelle LeBlanc

The shop initially allotted 45-minute shopping appointments to customers who called the store, however employees said the shop would resume regular operations this week and that the number of shoppers in the store would be monitored.

“After six weeks of being extremely busy in gift production and delivery, we felt that opening by appointment only would give the back some relief, especially during Mother’s Day week,” Brocato said. “We haven’t slowed down one bit and customers have responded very positively to our appointment shopping.”

Katie Hymel, owner and chef of Honeydoux Cafe and Bakery in Destrehan, said her decision to reopen last week with the limited hours of 10 a.m. to 2 p.m. was one made for many reasons.

“We missed our customers,” she said. “The demand for us to come back was high, and in all honesty, we couldn’t afford to stay closed much longer.”

Hymel said in the few days since reopening, the bakery has been doing well.

“Business is definitely not where it was before, but we are hopeful that business will slowly pick up,” she said. “I would like to say a huge thank you to all of our customers that have supported us during this time ... I know this is a hard time for everyone, but it means the world to me to have my customers supporting us in any way they can.”

Hymel urged residents to support local establishments whenever they can.

“I know this is a hard and uncertain time, but I have faith that with everyone following the guidelines and taking every precaution that we will back and better than ever,” she said.

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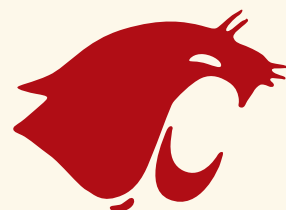
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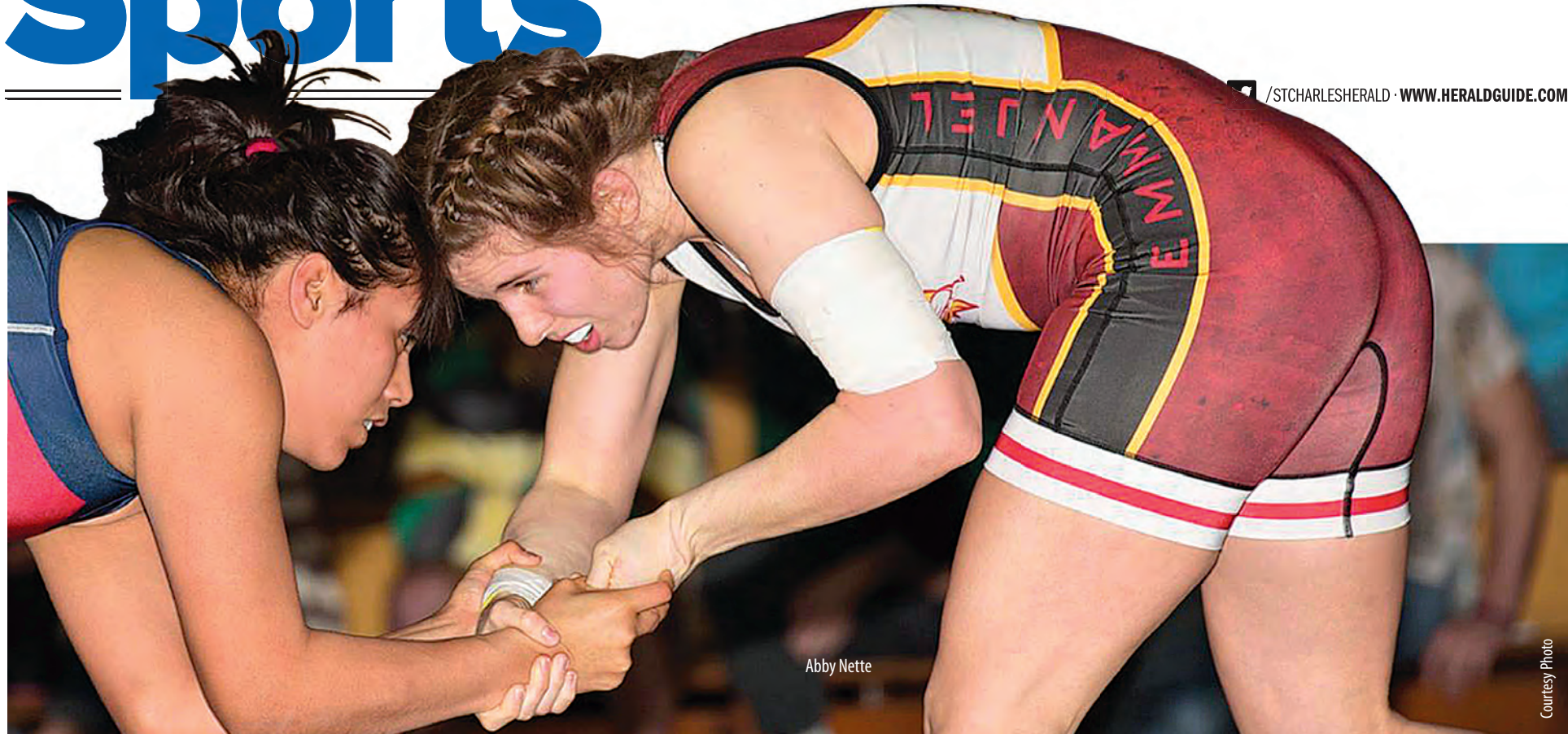
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DHS alum ‘Nettes’ award through mat dominance

Dominant two-year stretch was near perfect

Ryan Arena Editor
ryana@heraldguide.com

Abby Nette has loved wrestling since she was just six years old.

To this day, the Campbellsville University senior and Destrehan High School alum says she gets nervous before big matches, brought on in unison by her drive to succeed and fear of failure. But over the years, she’s learned to channel those anxious feelings into dominance, and the collegiate wrestling world has taken note as Nette recently earned one of the sport’s prestigious honors, the Patricia Miranda Medal, after going 20-0 in her senior year.

“I knew that I was in the running for it, and one day (her coach) kind of casually said we have something to talk about later,” Nette said. “We started talking about some random things and I hear, ‘Oh, by the way, you won the medal.’ I started smiling right away. I couldn’t wait to call my parents ... this was something I had made a goal of mine and it means a lot to have achieved it.”

The Miranda Medal aims to honor one outstanding athlete from women’s college wrestling who embodies the spirit of greats who came before her. The honor, awarded each year by the amateur wrestling journal The Open Mat, is named for Patricia Miranda, who won the first medal match in Olympic women’s wrestling history. It uses four criteria to identify the award recipient: record, dominance, past credentials, and additional

accomplishments.

Nette’s mat resume is rich in all four columns. Over the past two seasons, she won 60 matches while losing just one. She’s been a member of the Team USA U-23 world team, is a former U.S. Open

“To me, it represents making a statement and proving my name in women’s wrestling.” — Abby Nette

tournament champion and has qualified for the Olympic trials.

She’s been the top ranked woman in her division for the vast majority of the past two seasons. That means others see the chance to make a name for themselves were they to best Nette in a match – and for her, that’s plenty of motivation.

“I know that if they even take me down once, that’s a big thing,” Nette said. “If it happens, I get upset with myself. I tell myself that if I want to be world champion, that shouldn’t be happening right now. One of the goals I set for myself was to not get scored on this year.”

Near the end of her junior season, she absorbed her first loss of the year and the only blemish on her record over the past two seasons. It still bugs her.

“I was up 8-0,” Nette recalled. “I was on the verge of winning (a technical fall is a 10-0 score) when I got out of position and she threw me and pinned me. I walked out with my head low and cried for a few hours after that. It was a pretty

devastating loss, I won’t lie ... I’ll probably never let go of that.”

She began that year in dominating fashion, then said she felt her mat game slip a bit near midseason. She was still successful, though, and paid it little

mind. The loss, she said, taught her a lesson: never relax when it comes to preparation. She avenged that loss later on, and hasn’t lost since.

Nette refines her cardio and technique relentlessly. But beyond her strong work ethic, what sets her apart is her strength.

“Physically, I’m pretty strong, usually stronger than my opponent – and that’s even been the case in worldwide competition,” she said. “Early in a match I can see I have better grip than them ... it’s doesn’t always mean things will work in my favor, but it’s a pretty good advantage. In college, a lot of times I can use my brute strength and win a match.”

She began wrestling at the age of 6, and Nette credits her father for lighting that spark in her.

“He has a great love for the sport, and that really drew me to it, especially once I got to high school,” she said. “He often believes in me more than I did myself. He’s one of my huge influences and he pushes me to keep getting better.”

Eventually, continuing to get better brought her to the doorstep of world competition with Team USA. She made the U-23 team for the first time in 2018, calling the tournament she won to get there “one of the most exciting experiences” of her life. Her final match was best two out of three falls, which she won in the third and final fall.

“I won it and remember slapping the mat really hard ... I was so excited to get to that level and realize I had what it takes,” she said. “It made me hungry to compete at all levels.”

Right now, she’s relegated to waiting to see what happens next – as so many are in different areas – in relation to the COVID-19 pandemic. She has one year left of eligibility to compete with the U-23 team, which was to begin trials at the beginning of May and hold the championship tournament around Thanksgiving. That event’s scheduling is up in the air. Nette said beyond that, she looks forward to the Olympic trials in 2021.

But in a way, the delay means she can enjoy and reflect on her latest honor, the Miranda Medal, for a bit longer.

“It’s an honor to win it ... to me, it represents making a statement and proving my name in women’s wrestling. I’m so excited to have it and now I hope to go on and accomplish even bigger things,” Nette said.



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Couple takes COVID cruise in their backyard

Monique Roth Lifestyles Editor
moniquer@heraldguide.com

When her long-awaited vacation cruise was cancelled due to the coronavirus pandemic, Destrehan resident Tina Scanlon took it upon herself to create her own relaxing getaway. Last week, she cruised in her very own backyard.

“About three years ago my best friend put together a cruise,” Scanlon said. “It started out as three or four couples and this year we were supposed to have 11 or 12 people go, but of course it got cancelled.”

This year’s weeklong cruise was set for May 3-10.

“I was most excited this year that we would be cruising for my birthday,” Scanlon said. “I was so excited about this one ... I’ve been looking forward to it since Christmas.”

Instead of celebrating her May 9 birthday on the ship or on a cruise excursion, she and her husband Jack celebrated her big day at home. It is where their “cruise” last week took place, complete with themed itineraries, snorkeling, delicious cuisine and Snapchat filters that added to the authenticity of the experience.

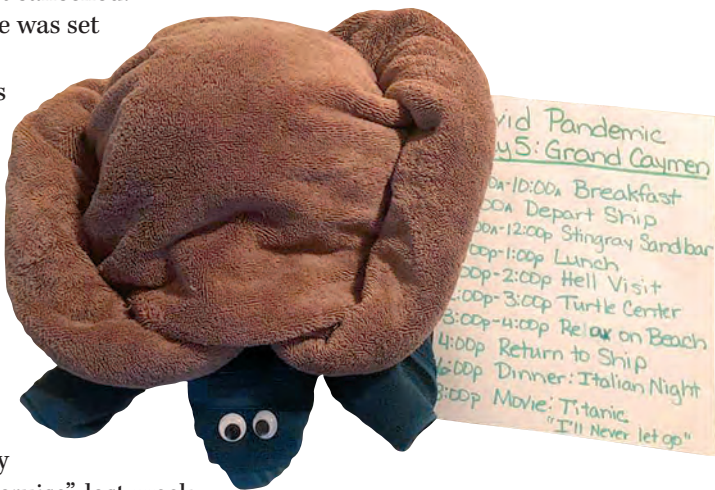
The Scanlons’ friends and family joined in on the cruise fun via Facebook, where Tina posted daily pictures of the couple’s adventures.

“I ran into a friend at the grocery store and he said, ‘Oh the cruise ship let you off to come grocery shopping?’, she said laughing. “There’s only so much gardening and cleaning you can do in the house ... my four walls are closing in a little bit because I’m usually really active.”

The pandemic left Tina, who is used to staying busy

with daily babysitting duties and teaching dance classes at Destrehan’s Studio S, with a lot of extra time on her hands.

“I had to come up with something just to give myself something to do,” she said. “Then I saw the reaction of people on



Facebook and that was priceless.”

Jack had to leave their cruise, also known as their home, to go to work every day. But when he returned, Tina said, he happily joined in on the cruising fun.

“My husband is a trooper,” she said. “He goes with the flow and he likes to make everybody smile and everybody happy.”

When Jack got home from work, he went straight into his bedroom to put on his swimsuit and then joined Tina in the backyard to get their daily cruise activities started.



The Scanlons filled their time with a week of cruise activities in their backyard, after their real cruise was cancelled due to the coronavirus pandemic.



Tina said her Facebook friends joined in virtually on some cruise activities like Mixology Day – where people posted their favorite cocktail recipes – and the Hairy Man Contest – where people posted a picture of their hairy contestant.

“People are telling me they are living vicariously through me right now,” Tina said last week. “People are saying, ‘We can’t wait to see your post everyday’, and I can’t wait to see their comments every day.”

Tina said her 19-year-old daughter Katie and her boyfriend Brian Bennet also joined in on the fun.

“Her and her boyfriend have been doing a lot of cooking and picking up food for us,” Tina said last week. “It makes it feel a little bit more like a vacation.”

In addition to cooking, Katie also served as the couple’s cruise photographer and even mastered the art of one of the most well-known cruise ship amenities.

“She has been making the towel animals for us every day,” Tina said.

The home-bound cruise started as entertainment value for others, but Tina said she and Jack had a lot of fun planning and executing the activities together.

“I’m waking up every morning and can’t wait to get started,” she said last week.

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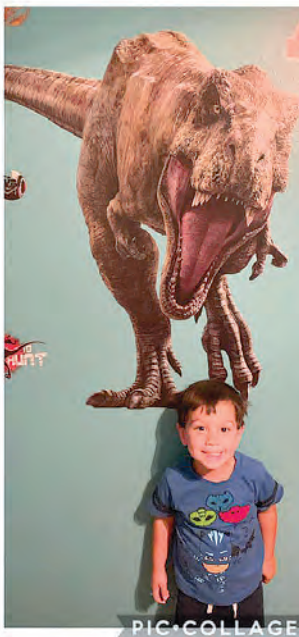


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Kylie and Ethan give their rooms a makeover.



Cody and Arabella Guillory catch a big fish.



Mason Adams and his pups Stella and Maverick.



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Amen

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EMG-20-1007- IN PARISH FEEDING WEST BANK

EMG-20-1008 EMG REPAIR AND/OR MAINTENANCE OF BLDGS & GROUNDS

DETAILED SPECIFICATIONS MAY BE PICKED UP, MAILED, OR EMAILED BY CONTACTING SHARON ROCHELLE AT THE PARISH COURTHOUSE (PHONE 985-783-5196) OR AN EMAIL REQUESTED TO srochelle@stcharlesgov.net BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT <https://www.centralbidding.com>.

BID SHOULD BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE:
"DENOTING APPROPRIATE BID ITEM"

ST. CHARLES PARISH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. THESE BID SPECIFICATIONS HAVE BEEN PREPARED BY OUR OFFICE. SETTING FORTH THOSE ITEMS DEEMED NECESSARY BY OUR PERSONNEL. THEY ARE NOT INTENDED TO BE RESTRICTIVE OR DISCRIMINATORY IN ANY MANNER WHATSOEVER. PLEASE NOTIFY THE PROCUREMENT OFFICE IN WRITING PRIOR TO OPENING BIDS OF ANY DEVIATION FROM THIS POLICY.

ST. CHARLES PARISH PROCUREMENT OFFICE
P. O. BOX 302
HAHNVILLE, LA 70057

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
MAY 07, 2020
MAY 14, 2020

Public Notice

**ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, MAY 18, 2020, 6:00 P.M.,
COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:**

2020-0120 (5/4/20, Jewell, M. Bingham)

An ordinance to approve and authorize the Parish President to acquire a 10 foot perpetual servitude and a 15 foot temporary construction servitude for use in the construction of the St. Rose Sewer Network Upgrade over property identified as Lots 5 and 6, located across of the John Lambert Tract of Almedia Plantation, Sections 41 and 43, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document.

2020-0121 (5/4/20, Jewell, M. Bingham)

An ordinance to approve and authorize the Parish President to acquire a 10 foot perpetual servitude and a 15 foot temporary construction servitude for use in the construction of the St. Rose Sewer Network Upgrade over property identified as Lots G-1-A and G-1-B at Almedia Plantation, Section 40, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document.

2020-0122 (5/4/20, Darensbourg Gordon)

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 OVERNIGHT PARKING"** signs at the St. Charles Parish Killona Community Center, 201 Highway 3141, Killona.

2020-0123 (5/4/20, Jewell, D. Foret)

An ordinance to approve and authorize the execution of an Engineering Services Contract between Linfield, Hunter & Junius, Inc. and St. Charles Parish for the design and construction management of a Memorial Park to be located at 274 Judge Edward Dufresne Parkway, Luling, LA.

2020-0124 (5/4/20, Jewell, D. Foret)

An ordinance to approve and authorize the execution of a Professional Services Agreement with Calvin, Giordano & Associates, Inc. (CGA), to update the Parish's 2012 Parks and Recreation Master Plan.

PUBLISH: May 7, 14, 2020

Public Notice

JOINT PUBLIC NOTICE

T. Baker Smith, LLC, on behalf of Entergy Louisiana, LLC, is requesting authorization to install a 230-kilovolt (kV) transmission line, located off Highway 3127, beginning near St. James, Louisiana, and ending near Killona, Louisiana, within St. James, St. John the Baptist, and St. Charles Parishes. The US Army Corps of Engineers (USACE) and Louisiana Department of Environmental Quality (LDEQ) will be accepting public comments on the project until **May 17, 2020**. To further review or provide comments, additional information and plans on the proposal may be obtained at the following website: www.mvn.usace.army.mil/missions/regulatory/public-notice (see Ref#: MVN-2019-00376-CM). If you have any questions, please contact Neil T. Gauthier with the USACE, Regulatory Branch at (504) 862-1301 and/or Elizabeth Hill with LDEQ, at (225) 219-3225.

Publish April 30, May 7 & 14, 2020

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Destrehan Wastewater Treatment Plant (UV Replacement) – S190901 as follows:

Owner: **St. Charles Parish**

Project Title: Destrehan Wastewater Treatment Plant (UV Replacement)

Project No.: S190901

Principal Work Location: The Destrehan WWTP can be found in the town of Destrehan in St. Charles Parish, Louisiana. The Destrehan WWTP can be accessed via Jonathan Street from River Road to the north.

Description of Basic Work: The Department plans to upgrade and modify a part of the Destrehan WWTP. The Project will require installing a new UV disinfection system, which will be supplied by St. Charles Parish. The existing UV disinfection system and ancillary equipment will be removed and replaced with new UV disinfection system and ancillary equipment. Modifications to the UV disinfection structure will include installation of a new aluminum awning with lighting, modifications of existing concrete weir in the UV channel, installation of concrete baffle in the UV channel, and other modifications to allow for the proper installation of the new UV equipment.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 10:00 a.m. local time on June 9, 2020**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, AIMS Group, Inc., 4421 Zenith Street, Metairie, Louisiana 70001.

A payment of \$ 125.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on May 28, 2020 at 10:00 a.m. the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **Non-Mandatory**.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, May 14, 2020
Thursday, May 21, 2020
Thursday, May 28, 2020

Public Notice

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

**Stamp Dat Soul & Seafood Lounge
: 109 Saint Rose Ave. Saint Rose, La.
70087**

Members: Rashad Emery & Erica Johnson, Owners

PUBLISH: May 7 & 14, 2020

Public Notice

PUBLIC NOTICE
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ)
AIR LIQUIDE LARGE INDUSTRIES U.S. LP - NORCO ASU PLANT
DRAFT WATER DISCHARGE PERMIT

The LDEQ, Office of Environmental Services, is accepting written comments on a draft Louisiana Pollutant Discharge Elimination System (LPDES) permit prepared for Air Liquide Large Industries U.S. LP, Norco ASU Plant, P.O. Box 336, Norco, LA 70079. The facility is located at **336 Cedar Drive in Norco, St. Charles Parish**. Upon the effective date of the final permit, the LPDES permit shall replace the previously issued LPDES permit.

The principal discharge from this existing source is made into Bayou Labranche via an effluent pipe or local drainage ditch and Engineers Canal, waters of the state classified for primary contact recreation, secondary contact recreation, propagation of fish and wildlife, and Outstanding Natural Resource Water. Under the SIC Code 2813, the applicant proposes to discharge cooling tower blowdown, stormwater, and washdown water from an existing air separation facility.

During the preparation of this permit, it has been determined that the discharge will have no adverse impact on the existing uses of the receiving waterbody. As with any discharge, however, some change in existing water quality may occur.

Comments and requests for a public hearing or notification of the final decision can be submitted via personal delivery, U.S. mail, email, or fax. **Comments and requests for public hearings must be received by 4:30 pm CST, Thursday, June 18, 2020.** Delivery may be made to the drop-box at 602 N. 5th St., Baton Rouge, LA 70802. U.S. Mail may be sent to LDEQ, Public Participation Group, P.O. Box 4313, Baton Rouge, LA 70821-4313. Emails may be submitted to DEQ.PUBLICNOTICES@LA.GOV and faxes sent to (225) 219-3309. Persons wishing to receive notice of the final permit action must include a complete mailing address when submitting comments.

Please see additional instructions for comment submission, hand delivery and information regarding electronic submission at <http://www.deq.louisiana.gov/page/the-public-participation-group> or call (225) 219-3276.

If LDEQ finds a significant degree of public interest, a public hearing will be held. LDEQ will send notification of the final permit decision to the applicant and to each person who has submitted written comments or a written request for notification of the final decision.

The application, additional information, draft permit and statement of basis are available for review at the LDEQ, Public Records Center, 602 North 5th Street, Baton Rouge, LA. Viewing hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday (except holidays). **The available information can also be accessed electronically on the Electronic Document Management System (EDMS) on the DEQ public website at www.deq.louisiana.gov.**

Inquiries or requests for additional information regarding this permit action should be directed to Jillian Gautreaux, LDEQ, Water Permits Division, P.O. Box 4313, Baton Rouge, LA 70821-4313, phone (225) 219-4073.

Persons wishing to be included on the LDEQ permit public notice mailing list, wishing to receive the permit public notices via email by subscribing to the LDEQ permits public notice List Server, or for other public participation related questions should contact the Public Participation Group in writing at LDEQ, P.O. Box 4313, Baton Rouge, LA 70821-4313, by email at DEQ.PUBLICNOTICES@LA.GOV or contact the LDEQ Customer Service Center at (225) 219-LDEQ (219-5337).

Permit public notices including electronic access to the draft permit and statement of basis can be viewed at the LDEQ permits public notice webpage at <http://www.deq.louisiana.gov/public-notices> and general information related to the public participation in permitting activities can be viewed at <http://www.deq.louisiana.gov/page/the-public-participation-group>.

All correspondence should specify **AI Number 3483, Permit Number LA0051764, and Activity Number PER20190001.**

Scheduled Publication Date: Thursday, May 14, 2020 in St. Charles Herald-Guide

Public Notice

PUBLIC NOTICE
COMMUNITY SERVICES ANNOUNCEMENT

The St. Charles Parish Department of Community Services has funds available for assistance through the 2020 Low-Income Home Energy Assistance Program (LIHEAP). Residents of St. Charles Parish with an Entergy bill who has not received assistance within the last 6 months are eligible to apply for assistance.

Information needed to apply:

- Recent copy of utility bill
- Last four consecutive check stubs for all employed members of the household
- Proof of unearned income (Social Security, SSI, SSDI, Retirement, Unemployment Insurance, Pension Funds, etc.)
- Current SNAP print out (within 30 days)
- Proof of present address (valid driver's license or ID, voter registration card, lease agreement, or another bill with the same address)
- Valid form of Identification (Driver's License or ID that is not expired)
- Social Security Card for all members of the household
- Additional information may be required on a case-to-case basis to determine eligibility for energy assistance

Louisiana 2020 Income Guidelines
Low-Income Home Energy Assistance Program (LIHEAP)
(Based on 60% of State Medium Income)

Household income is determined in accordance with the criteria established by the U.S. Director of Office of Management and Budget

# of Household Members	Monthly Household Income Limit
1	\$2,011
2	\$2,630
3	\$3,249
4	\$3,868
5	\$4,486
6	\$5,105
7	\$5,221
8	\$5,337
9	\$5,453
10	\$5,569

All residents qualifying for utility assistance must provide their current utility bills or disconnect notice. Applications are taken by **appointment**. Walk-ins are accepted, but only when the client has a disconnect notice. **For information and/ or to schedule an appointment, call 985-764-7644 between the hours of 8:30 A.M. and 4:00 P.M., Monday thru Friday. The Department of Community Services is located at 14564 River Road in New Sarpy.**

Note: It is the policy of the Department of Community Services to ensure equal opportunity in all aspects of its programs and services without regard to religion, race, color, national origin, age, sex, or handicap.

Publish May 14 & 21, 2020

Public Notice

ADVERTISEMENT FOR REQUEST FOR QUALIFICATIONS

St. Charles Parish is hereby advertising a Request for Qualifications (RFQ) to update its Comprehensive Land Use Plan. The full RFQ is available at www.stcharlesgov.net. The RFQ can also be acquired from the Department of Planning and Zoning by emailing planner@stcharlesgov.net to request a copy.

Contract Agency: St Charles Parish Department of Planning and Zoning

Point of Contact: Michael Albert A.I.C.P., Director of St. Charles Parish Planning and Zoning. Phone: 985-783-5060. Email: malbert@stcharlesgov.net.

Principle Work Location: The Comprehensive Land Use Plan covers the entire area of St Charles Parish, LA

Description of Basic Work: An update to the Comprehensive Land Use Plan reassessing existing land uses, infrastructure capacity, and growth expectations, providing a progress report on the plan's implementation thus far, and recommendations and/or revisions for completing the stated goals of the plan.

Submission Details: RFQs must be received no later than 4:00 p.m. CST, June 30, 2020. Packages may be provided by mail to P.O. Box 302, Hahnville, LA 70057 or hand delivered to the St. Charles Parish Department of Planning & Zoning Office. Email submissions are encouraged and must be sent to the email address provided for the point of contact. Late packets will be returned to the respondent. The parish reserves the right to accept or reject proposals that do not contain all requested elements and information.

Pre-response Conference: A pre-response meeting will be held beginning at 10:00 a.m. CST on June 10, 2020 via conference call. The purpose of the meeting will be to respond to consultant questions about the project and the procurement process. Meeting minutes will not be issued. To participate in the conference call, e-mail Michael Albert at malbert@stcharlesgov.net for details and phone number. This meeting is not required.

Publish: St Charles Parish Herald Guide
St. Charles Parish Website
New Orleans Advocate
The Advocate (Baton Rouge)

PUBLICATION DATES: May 14, 2020, May 21, 2020, May 28, 2020
June 4, 2020, June 11, 2020, June 18, 2020
June 25, 2020, June 30, 2020

Public Notice

OFFICIAL JOURNAL BID-2020-2021
ST. CHARLES PARISH SCHOOL BOARD

Please publish on May 14 and May 21, 2020.

The St. Charles Parish School Board will accept bids for OFFICIAL JOURNAL for one year beginning July 1, 2020. Bids should contain a firm rate schedule based on a column inch-13 picas wide. Proposals must be received in a sealed envelope with OFFICIAL JOURNAL BID on the outside by May 29, 2020, at the school board office at 13855 River Road, Luling, LA 70070. Bids will be opened and read aloud on May 29, 2020 at 2:00 p.m. at the School Board Office. This notice will be published on the following dates:
May 14, 2020
May 21, 2020

Stevie Crovetto
Director of Public Information
St. Charles Parish School Board
13855 River Road
Luling, LA 70070

Publish on May 14 and May 21, 2020.

Public Notice

ADVERTISEMENT FOR BIDS

Sealed bids are requested by the East Side St. Charles Parish Volunteer Fire Department from qualified contractors for the construction of:

**Termite Damage Repairs to the Fire Station No 2
13092 River Road, Destrehan, LA
Campo Designs Project No. CD 2807**

Bids will be received at the Central Fire Station, 1901 Ormond Blvd., Destrehan, LA or at the offices of Campo Designs – Architects, 105 Ducayet Drive, Destrehan, LA 70047 either by registered or certified mail with return receipt requested or hand delivered or electronically at www.centralbidding.com no later than **6:00 p.m., Local Time Tuesday, June 9, 2020** at which time bids will be publicly opened and read aloud in the General Meeting Room of the Central Fire Station.

Complete Bidding Documents which include the Contract Documents may be obtained from the Architect, Campo Designs – Architects, 105 Ducayet Drive, Destrehan, LA 70047, (985) 764-8959 upon payment of a deposit of \$50.00 per set of documents. The deposit will be returned as provided in the Instruction to Bidders.

Bids must be accompanied by a bid security at least equal to five percent (5%) of the base bid in the form of a certified check, cashier's check or bid bond.

A Pre-bid Conference will be held on Thursday, May 28, 2020 at 10:00am at the site at 13092 River Road, Destrehan, LA. Attendance at the Pre-bid Conference is Mandatory and required to submit a bid.

Contract, if awarded, will be on the basis of the lowest responsive and responsible bidder, if within budget. No bid may be withdrawn for a period of 45 days after bid opening except as provided by law. The successful bidder will be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in the amount equal to one hundred percent (100%) of the contract price. Certificates of Insurance will also be required as specified.

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

The East Side St. Charles Parish Volunteer Fire Department reserves the right to award the project on whatever basis is in the best interest of the Owner and to accept or reject any or all bids and to waive technicalities and informalities as allowed by law.

DATED at Destrehan, Louisiana, this 7th day of May, 2020

East Side St. Charles Parish
Volunteer Fire Department
Andrew Peyton, President

Advertisement Source and Dates:
St. Charles Herald Guide
Central Auction House

Legal Add to Run: Thursday, May 14, 2020
Thursday, May 21, 2020
Thursday, May 28, 2020

Public Notice

PUBLIC NOTICE
REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28. (As amended). The fee for performing these services shall be at a rate of 0.037 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of 0.029 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$58.61 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanups per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc. a fee of forty-three dollars and eighty six cents (\$43.96) per cubic yard will be assessed. An administration fee of \$36.63 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CIP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve-month period ending each November. The change shall become effective beginning with the period ending November 30, 2000. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees. The following lots are in violation of parish ordinance Chapter 16, Article III Sec. 16-24 through Sec. 16-33:

Ivy Evans Ivey (Elkinsville)
Lot 19, Sq. 8 (226 1st. St.)
Nature of violation: Grass cutting & removal of debris

Adam Vinnett (Elkinsville)
Lot 17, Blk. 8 (216 1st. St.)
Nature of violation: Grass cutting & removal of debris

South Coast Builders, LLC. (Pleasant Valley Extension)
Lot 6 (153 Pleasant Valley Dr.)
Nature of violation: Grass cutting & removal of debris

Dustin Ockman (Sunset Ridge La Pature)
Lot 6 (220 Grand Bayou Rd.)
Nature of violation: Grass cutting and removal of debris

Lydia Cammon (New Diamond Subd.)
Lot 35-A, Blk. 9 (36 Cathy St.)
Nature of violation: Grass cutting & removal of debris

Roy Frisco (Ormond Village Subd.)
Lot 6, Blk. F (120 Ormond Village Dr.)
Nature of violation: Grass cutting & removal of debris

Shane Boudreaux
Lot 6 (335 Marcia Dr.)
Nature of violation: Grass cutting & removal of debris

Leroy Grover (Oak Ridge Park)
Lot 14, Blk. D (700 Paul Fredrick Dr.)
Nature of violation: Grass cutting and removal of debris

Stephen Lewis (Ashton Pltn. Phase 1-A & 1-B)
Lot 9, Blk. 5 (210 Lac Iberville Dr.)
Nature of violation: Grass cutting and removal of debris

The Grass Group, LLC
Lot 2-A (14214 Hwy. 90)
Nature of violation: Grass cutting and removal of debris

George Stratikis (Almedia Pltn.)
Lot 18, Blk. 1 (213 Johnson St.)
Nature of violation: Grass cutting and removal of debris

PUBLISH: May 14, 2020

Public Notice

RESOLUTIONS ADOPTED AT THE MEETING OF APRIL 20, 2020, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish

Meeting Minutes

Parish Council

Final

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

St. Charles Parish
Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
866-763-5000
www.stcharlesparish-la.gov

Monday, April 20, 2020 8:00 PM Council Chambers, Courthouse

The St. Charles Parish Council's first virtual meeting was held via teleconference/video conference on April 20, 2020 in accordance with Governor John Bel Edwards' Executive Proclamation Number JBE 2020-30 dated March 16, 2020 and Executive Proclamation Number JBE 2020-41 dated April 2, 2020. In accordance with Section 4 of Executive Proclamation Number JBE 2020-30 and Section 4(E) of Executive Proclamation Number JBE 2020-41, the St. Charles Parish Council certifies that it is unable to meet the quorum requirements for an in person public meeting. Accordingly, the April 20, 2020 St. Charles Parish Council meeting was held by conducting a telephone/video conference meeting as authorized by Executive Department Proclamations JBE 2020-30 and JBE 2020-41, and as further confirmed by Attorney General Jeff Landry on March 19, 2020. The inability to meet the in person requirements in a public meeting is due to the restrictions in place in response to the COVID-19 virus pandemic, and to ensure compliance with Executive Proclamations JBE 2020-30 and JBE 2020-41. The meeting was live on Cox Cable Channel 6, AT&T U-Verse Channel 99, and <https://www.stcharlesparish-la.gov/interact/scp-tv>.

ATTENDANCE

Present 9 - Wendy Benedetto, Holly Fonseca, La Sandra Darenbourg 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 Cubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palancine, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Darin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Dussorn, Public Works/Wastewater Director Miles Bingham, Planning & Zoning Director Michael Albert

CALL TO ORDER

Meeting called to order at 8:01 pm.

PRAYER / PLEDGE

Silent Prayer
Pledge was led by Chairman Dick Gibbs (Councilman, District III).

Pursuant to Council Rule 19, Chairman Gibbs entertained a motion and a second to temporarily suspend Council Rule 1.

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Bellock, to suspend Council Rule 1. The motion carried by the following vote:

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

Nay: 0

Chairman Gibbs read the following instructions: During the duration of this virtual meeting, we will be opening up public comment. If you provided public comment via phone, email or comment prior to 4:00 pm today, there is no need to call in as those comments, along with your name and address will be read aloud during the meeting in the order in which they were received. If you have not provided a comment prior to 4:00 pm today, public comments will also be accepted real time and will be heard in the order received.

If you wish to join the meeting dial 1-888-788-0099 (Toll Free).
When prompted, key the Meeting ID: 888 5787 2812 followed by the # key.
When prompted to enter Participant ID, dial #, no Participant ID needed.

Once on the line, should you wish to speak when public comment has been opened, dial * 9 on your phone. Listen for the prompt that your line has been unlimited - please state your name and address for the record. You will have 3 minutes to speak.

APPROVAL OF MINUTES

A motion was made by Councilmember Darenbourg Gordon, seconded by Councilmember Benedetto, to approve the minutes from the regular meeting of March 9, 2020. The motion carried by the following vote:

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

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2020-0107

A resolution confirming an election date change pursuant to proclamation of the Governor, establishing a new date to canvass the returns of the election (911 renewal, Road Lighting renewal, Library continuation); and providing for other matters in connection therewith.

Sponsors: Mr. Jewell and Bond Counsel

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

Public comment opened
Mr. Jason Akers, representing Foley & Judell, LLP.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6486

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2020-0103

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell congratulated the Finance Department for receiving the Certificate of Achievement for Excellence in Financial Reporting for the Comprehensive Annual Financial Report for the Fiscal Year ending December 31, 2018 from the Government Finance Officers Association (GFOA) for the 22nd consecutive year.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN GIBBS 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, MAY 4, 2020, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2020-0096

An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Project No. P080905-10A, grant reference Project Numbers U.S. Department of the Treasury Project No. 1 RDCGR380083-01-00, CPRA Project No. BA-0209, and DRA Project No. LA-51112, Paradis Canal Flood Control Structure, as part of the West Bank Hurricanes Protection Levee Project, in the amount of \$5,036,169.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on May 4, 2020

2020-0097

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to R-1M on a 23,958 square

foot portion of a 1 by 30 arpent tract, River Park to Union Carbide Subdivision, municipal address 16279 River Road, Taft as requested by Bayou Fleet Partnership, LLP.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on May 4, 2020

2020-0100

An ordinance to amend the 2019 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

Sponsors: Mr. Jewell and Department of Finance

2020-0101

An ordinance approving and authorizing the execution of Change Order No. 2 for Parish Project No. P081102-8, Dunleith Canal Bank Stabilization - Phase 7, to increase the contract quantities for additional embankment materials and eliminate liquidated damages resulting in an increase of \$58,950.00 in contract price and an increase in the contract time by 13 days.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on May 4, 2020

2020-0104

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) Parish Project No. #GB-KA-02-19, Killona Community Center Addition to decrease the contract amount by \$125.00.

Sponsors: Mr. Jewell and General Government Buildings

Publish/Scheduled for Public Hearing to the Parish Council on May 4, 2020

2020-0110

An ordinance to approve and authorize the execution of a contract with Deep South Construction & Salvage, LLC for the West Bank River Intake Modifications (Project No. WWKS 98) in the amount of \$589,265.00.

Sponsors: Mr. Jewell and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on May 4, 2020

2020-0111

An ordinance to approve and authorize the execution of an Agreement between St. Charles Parish and Messina's Catering, Inc., to provide Professional Catering Services at the Edward A. Dufresne Community Center.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on May 4, 2020

2020-0112

An ordinance to approve and authorize the execution of an Agreement between St. Charles Parish and ZoraChristina Catering, LLC, to provide Professional Catering Services at the Edward A. Dufresne Community Center.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on May 4, 2020

RESOLUTIONS

2020-0098

A resolution in support of construction services guidelines for Pecan Bayou Subdivision, Parish Project No. P191101.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Public comment opened
Mr. Milton Adamard, Hahnville (received via email and read by Chairman Gibbs)

Councilwoman Benedetto explained her reason for abstaining.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Abstain: 1 - Benedetto

Enactment No: 6487

2020-0099

A resolution endorsing a waiver from the Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement as requested by Perry J. Lauve.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval w/Stipulation Approval contingent on approval of the waiver by the Parish Council
Planning Commission Recommended: Approval w/Stipulation Approval contingent on approval of the waiver by the Parish Council

Public comment opened; no public comment

Council Discussion

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6488

2020-0108

A resolution requesting the Louisiana Department of Transportation & Development perform a review of the Canadian National Railroad Crossing and area on East Harding Street, New Sarpy, for a recommendation to determine the feasibility of adding gates at the existing crossing and further request the installation of gates if review determines gates are warranted.

Sponsors: Mr. Fisher and Ms. Benedetto

Reported:
Councilman Fisher Recommended: Approval
Councilwoman Benedetto Recommended: Approval
Councilman Fisher spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6489

2020-0109

A resolution requesting the Louisiana Department of Transportation & Development perform a traffic study to determine the feasibility of the installation of a signal light at the intersection of Airline Highway (LA 61) and East Harding Street, New Sarpy and further request the installation of a signal light if study determines light is warranted.

Sponsors: Mr. Fisher and Ms. Benedetto

Reported:
Councilman Fisher Recommended: Approval
Councilwoman Benedetto Recommended: Approval
Councilman Fisher spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6490

APPOINTMENTS

2020-0074

A resolution to appoint Ms. Charlene Alexander-Armstrong to the St. Charles Parish Library Board of Control as the District I Representative.

VOTE ON THE APPOINTMENT OF MS. CHARLENE ALEXANDER-ARMSTRONG

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

Nay: 0

Enactment No: 6491

2020-0102

A resolution to appoint a member to the River Parishes Transit Authority.

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

Nominees:
Chairman Gibbs nominated Mr. Emile Broussard, II

Nomination(s) Accepted

A motion was made by Councilmember Clulee, seconded by Councilmember Fonseca, to Close Nomination(s) for File No. 2020-0102. The motion carried by the following vote:

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

Nay: 0

Nomination(s) Closed

2020-0105

A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District IV Representative.

Vacancy Announced

2020-0106

A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District VI Representative.

Vacancy Announced

ADJOURNMENT

A motion was made by Councilmember Benedetto, seconded by Councilmember Dufrene, to adjourn the meeting at approximately 6:37 pm. The motion carried by the following vote:

Yea: 9 - Benedetto, Fonseca, Darenbourg 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

Publish May 14, 2020

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, MAY 4, 2020, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW AT THE PARISH COUNCIL OFFICE, COURTHOUSE, HAHNVILLE.

2020-0097

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

ORDINANCE NO. 20-5-1

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to R-1M on a 23,958 square foot portion of a 1 by 30 arpent tract, River Park to Union Carbide Subdivision, municipal address 16279 River Road, Taft as requested by Bayou Fleet Partnership, LLP.

WHEREAS, the property owner requests rezoning from O-L to R-1M on a 23,958 square foot portion of a 1 by 30 arpent tract, River Park to Union Carbide Subdivision; and,

WHEREAS, the Planning and Zoning Department recommended approval of the request; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of March 5, 2020; and,

WHEREAS, the subject area of both the current rezoning and a previous 2015 rezoning exceeds 3 acres, prompting a Future Land Use Map amendment from Low Density Residential to Manufactured Home / Recreational Vehicle (RV) Parks.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from O-L to R-1M on a 23,958 square foot portion of a 1 by 30 arpent tract, River Park to Union Carbide Subdivision, municipal address 16279 River Road, Taft as requested by Bayou Fleet Partnership, LLP.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from O-L to R-1M on a 23,958 square foot portion of a 1 by 30 arpent tract, River Park to Union Carbide Subdivision, municipal address 16279 River Road, Taft as requested by Bayou Fleet Partnership, LLP.

SECTION III. To authorize the Department of Planning and Zoning to make the corresponding change from Low Density Residential to Manufactured Home / Recreational Vehicle (RV) Parks on the Future Land Use Map, adopted with ordinance 11-6-11, amended by ordinance 16-9-16.

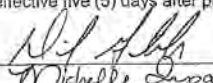
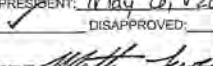
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 4th day of May, 2020 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: May 6, 2020
APPROVED:  **DISAPPROVED:**

PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: May 8, 2020
AT: 10:41 am **RECD BY:** 

2020-0096

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

ORDINANCE NO. 20-5-2

An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Project No. P080905-10A, grant reference Project Numbers U.S. Department of the Treasury Project No. 1 RDCGR380093-01-00, CPRA Project No. BA-0209, and DRA Project No. LA-51112, Paradis Canal Flood Control Structure, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$5,036,169.00.

WHEREAS, sealed bids were received by St. Charles Parish on February 13, 2020 for Project No. P080905-10A, grant reference Project Numbers U.S. Department of the Treasury Project No. 1 RDCGR380093-01-00, CPRA Project No. BA-0209, and DRA Project No. LA-51112, Paradis Canal Flood Control Structure Project; and,

WHEREAS, Burk-Kleinpeter, Inc., Henry Picard, P.E., the Engineer for the Project, has reviewed the bids and recommended that the Contract be awarded to the lowest responsive bidder, Sealevel Construction, Inc. in the amount of \$5,036,169.00; and,

WHEREAS, the Paradis Canal Flood Control Structure, as part of the West Bank Hurricane Protection Levee Project, will provide flood protection to approximately 231 residences, 41 businesses, 2 public buildings, and 25 school/hospital/church buildings located within the Magnolia Ridge Watershed area; and,

WHEREAS, The Paradis Canal Flood Control Structure will provide protection from the surge of water from Lake Salvador, through the Paradis Canal toward highway 90 lessening the flow of water to other areas of the West bank; and,

WHEREAS, the Paradis Canal Flood Control Structure consists of the installation of a new vertical lift gated system. The project includes the purchase of (1ea) 15.5'W x 22.5'T motorized vertical Lift Gate, (2ea.) 10'W x 10'T sluice gates, sheet pile wall lying gated structure to the Magnolia and Sunset levees; galvanized steel structure, platform, stairs, and caged ladders for access and operation of gates; and,

WHEREAS, St. Charles Parish executed a Notice of Award with the U.S. Department of the Treasury, Office of the Fiscal Assistant Secretary, Office of Gulf Coast Restoration on July 24, 2019 for \$398,727.11 in funding for said project through the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States authorized via Resolution No. 6320; and,

WHEREAS, St. Charles Parish entered into an Intergovernmental Agreement with the State of Louisiana through the Coastal Protection and Restoration Authority-Board (CPRA) on July 2, 2019 to provide funding not to exceed \$2,540,724 for said project for the CPRA-Parish Matching Opportunities Program through RESTORE Spill Impact Component funding authorized via Resolution No. 6420; and,

WHEREAS, St. Charles Parish entered into an Award Agreement with the Delta Regional Authority (DRA) on November 28, 2018 for funding in the amount of \$200,000 for said project through the DRA States' Economic Development Assistance Program authorized via Resolution No. 6350.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Sealevel Construction, Inc., for the construction of Project No. P080905-10A, grant reference Project Numbers U.S. Department of the Treasury Project No. 1 RDCGR380093-01-00, CPRA Project No. BA-0209, and DRA Project No. LA-51112, Paradis Canal Flood Control Structure, as part of the West Bank Hurricane Protection Levee Project, is hereby approved and accepted, in the amount of \$5,036,169.00.

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

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

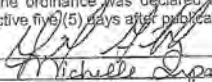
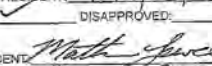
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

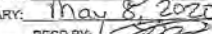
YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 4th day of May, 2020 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: May 6, 2020
APPROVED:  **DISAPPROVED:**

PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: May 8, 2020
AT: 10:41 **RECD BY:** 

SECTION 00500

CONTRACT

This agreement entered into this 4th day of May, 2020, by Sealevel Construction, Inc., hereinafter called the "Contractor", whose business address is P.O. Box 1037, Thibodaux, LA 70302, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:
Parish Project No. P080905-10A, Paradis Flood Control Structure
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Burk-Kleinpeter, Inc.
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated August 2019, Addenda number(s) 1, 2, 3, 4, & 5, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: Construct a new flood control structure including a vertical lift gate, screw jack system, reinforcing concrete T-Walls supported on steel H-Files, Levee Tie-Ins, and electrical power distribution.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within 540 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand Five Hundred dollars \$1,500 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
 - a) (\$5,036,169.00) Five Million, Thirty-Six Thousand, One Hundred Sixty-Nine Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
 - a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
 - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.

- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

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

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
- b) Performance Bond (Section 00611)
- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers One to Five inclusive)
- h) Contract documents bearing the general title "Paradis Flood Control Structure" dated August 20 19.
- i) Drawings, consisting of a cover sheet dated August 20 19 and the sheets listed on Drawing GO-0; each sheet bearing the following general title: Paradis Flood Control Structure
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

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

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

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

CONTRACTOR:
By: Richard J. Roth
Richard J. Roth
Title: President

ATTEST:
By: Michael P. Palomale
Michael P. Palomale
Title: CAO

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

2020-0100
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)

ORDINANCE NO. 20-5-3
An ordinance to amend the 2019 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
WHEREAS, the 2019 St. Charles Parish Consolidated Operating and Capital Budget was adopted October 30, 2018 by Ordinance No.18-10-12; and amended January 22, 2019 by Ordinance No. 19-1-9; January 24, 2019 by Executive Order No. 2019-01; February 20, 2019 by Executive Order No. 2019-02; March 20, 2019 by Executive Order No. 2019-03; April 22, 2019 by Ordinance No. 19-4-10; May 1, 2019 by Executive Order No. 2019-04; June 6, 2019 by Executive Order No. 2019-05; July 2, 2019 by Executive Order No. 2019-06; July 7, 2019 by Executive Order No. 2019-07; August 5, 2019 by Ordinance No. 19-8-5; October 10, 2019 by Executive Order No. 2019-08; October 15, 2019 by Executive Order No. 2019-09; December 3, 2019 by Executive Order No. 2019-10; December 5, 2019 by Executive Order No. 2019-11; and,
WHEREAS, the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2019 as shown by the Revision Schedule.

NOW, THEREFORE, in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby ordain to adopt the 2019 St. Charles Parish Consolidated Operating and Capital Budget as amended, and that it be attached hereto and made a part hereof and identified as "Exhibit A" and "Exhibit B".

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

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

And the ordinance was declared adopted this 4th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Segretario
SECRETARY: Michelle Segretario
CLVD/PARISH PRESIDENT: May 6, 2020
APPROVED: Matthew Jewell DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET'D/SECRETARY: May 8, 2020
AT: 10:41 am RECD BY: [Signature]

Exhibit A

ST. CHARLES PARISH
GOVERNMENTAL FUNDS
CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT
FISCAL YEAR ENDING DECEMBER 31, 2019

Original Budget	Last Adopted Budget	Actual Year-to-Date (as of Dec. 31st)	Current Year Estimated Balance Remaining for Year	Projected Actual Balance at Year End	Over or Under 2019
62,027,755	100,179,128	100,179,128		111,247,242	
63,027,355	103,179,235	103,179,235		111,247,242	
85,356,112	115,536,699	115,536,699	5,588,029	88,094,381	(27,422,318)
187,278,457	219,015,827			199,241,643	
34,402,193	34,402,193	34,402,193		32,144,521	(2,257,672)
15,440,495	15,440,495	15,440,495	13,248	12,155,978	(3,284,517)
5,599,560	5,599,560	5,599,560	2,378	4,785,591	(813,969)
846,395	846,395	846,395	503,800	510,829	(280,566)
2,677,009	2,677,009	2,677,009		2,677,009	13,741
35,779,669	35,779,669	35,779,669	4,071,505	23,347,543	(10,237,379)
19,157,727	19,157,727	19,157,727	1,500	3,995,546	(15,102,979)
23,201,516	23,201,516	23,201,516	1,093,301	4,902,238	(18,103,577)
112,649,889	137,875,939		5,338,893	87,044,938	
			81,746,105		
					1,049,303
					112,295,605

NET CHANGE IN CURRENT REVENUES & OTHER SOURCES OVER EXPENDITURES & OTHER USES
ENDING FUND BALANCE

Exhibit B

ST. CHARLES PARISH
PROPRIETARY FUNDS
CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT
FISCAL YEAR ENDING DECEMBER 31, 2019

Original Budget	Last Adopted Budget	Actual Year-to-Date (as of Dec. 31st)	Current Year Estimated Balance Remaining for Year	Projected Actual Balance at Year End	Over or Under 2019
91,128,518	91,128,518	91,128,518		97,284,939	
2,086,237	2,086,237	2,086,237		2,086,237	
6,188,167	6,188,167	6,188,167		6,188,167	
6,321,792	6,321,792	6,321,792		6,321,792	
34,773,671	34,773,671	34,773,671	1,111,846	28,815,682	(4,958,000)
11,563,371	11,563,371	11,563,371	335	10,907,468	(655,903)
8,100,233	8,100,233	8,100,233	7,475	7,294,153	(806,080)
3,187,716	3,187,716	3,187,716	4,136	3,045,361	(142,355)
7,090,210	7,090,210	7,090,210	6,903,790	7,000,787	(89,423)
960,088	960,088	960,088	741,467	953,894	(6,194)
415,250	415,250	415,250	274,027	598,691	183,441
13,002	13,002	13,002	10,451	10,451	(2,551)
31,431,138	31,431,138	31,431,138	22,403,326	29,824,205	(1,606,933)
3,340,333	3,340,333	3,340,333		0,443	(2,896,890)
3,940,333	3,940,333	3,940,333		0,443	(3,496,890)
92,238,140	92,238,140	92,238,140		81,958,415	(10,279,725)
2,084,727	2,084,727	2,084,727		2,084,727	
5,988,129	5,988,129	5,988,129		5,988,129	
11,215,658	11,215,658	11,215,658		11,215,658	

2020-0101
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 20-5-4
An ordinance approving and authorizing the execution of Change Order No. 2 for Parish Project No. P081102-8, Dunleith Canal Bank Stabilization - Phase 7, to increase the contract quantities for additional embankment materials and eliminate liquidated damages resulting in an increase of \$58,950.00 in contract price and an increase in the contract time by 13 days.

WHEREAS, St. Charles Parish awarded a Contract to Baker Pile Driving & Site Work with a Contract Price of \$1,407,557.00 and a Contract Time of 180 days; and,
WHEREAS, the Contractor required additional embankment material and additional time to construct this project; and,
WHEREAS, it is proposed to amend the Contract resulting in an increase in the Contract Price by \$58,950.00 and an increase in the Contract Time by 13 days as shown on the attached Change Order form; and,
WHEREAS, the final Contract Price after Change Order No. 2 would be \$1,439,007.00, which would be a net increase of \$31,450.00 from the original Contract Price of \$1,407,557.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That Change Order No. 2 for Parish Project No. P081102-8, Dunleith Canal Bank Stabilization - Phase 7, to increase the Contract Price by \$58,950.00 and increase the Contract Time by 13 days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order on behalf of the Parish of St. Charles.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

And the ordinance was declared adopted this 4th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Segretario
SECRETARY: Michelle Segretario
CLVD/PARISH PRESIDENT: May 6, 2020
APPROVED: Matthew Jewell DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 8, 2020
AT: 10:41 am RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. Two (2)

DATE OF ISSUANCE February 5, 2020 EFFECTIVE DATE May 8, 2020

OWNER St. Charles Parish Government
CONTRACTOR Baker Pile Driving and Sitework, LLC
Contract: P081102-8
Project: Dumleith Canal Bank Stabilization, Phase 7
OWNER's Contract No. P081102-8 ENGINEER's Contract No. 2008-800
ENGINEER Evans-Graves Engineers, Inc.

You are directed to make the following changes in the Contract Documents:
Description: See attached example on how to fill in this information

- Delete the Following Work Items:
a. Contract Item: X-1: Liquidated Damages
Credit Back of \$19,500.00 (13 working days at \$1,500 per day) due to deletion of Liquidated Damages Assessment.
Total of Deleted Items = (19,500.00)
- Add the Following Work Items:
a. (none)
Total of Added Items = (0.00)
- Revise the Following Work Item Quantities:
a. Contract Item #3: Embankment
The quantity is to be changed to 4,668 Cubic Yards (+\$39,450.00)
Total of Change in Work Items Quantity = (\$39,450.00)

Reason for Change Order: Final quantity balances (re-calculation of embankment quantity) and reversal of liquidated damages assessment.

- Deleted Work Items
a. The Contract time was overextended by 15 working days at a Liquidated Damages rate of \$1,500 per day (Contract value); but the contract time was extended due to additional time required to install the additional backfill that was needed. Therefore, liquidated damages do not apply.
- Add Work Items
a. N/A.
- Revise Work Item Quantities
a. A greater quantity of embankment was needed to complete the contract work than was anticipated in the bid documents; largely due to the presence of rock and debris hidden in the embankment behind and beneath the vegetative overgrowth, which had to be removed in order to provide a firm embankment behind the new sheet pile wall.

Attachments: (1) Tabulation of Project Quantities, dated February 5, 2020

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>1,407,557.00</u>	Original Contract Times: <u>180</u> calendar days Substantial Completion: <u>October 13, 2018</u> Ready for final payment: <u>November 27, 2018</u> (days or dates)
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>1</u> : \$ <u>(127,500.00)</u>	Net change from previous Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>add 94 calendar days</u> Ready for final payment: <u>add 94 calendar days</u> (days)
Contract Price prior to this Change Order: \$ <u>1,480,057.00</u>	Contract Times prior to this Change Order: <u>274</u> calendar days Substantial Completion: <u>January 15, 2019</u> Ready for final payment: <u>March 11, 2019</u> (days or dates)
Net Increase (decrease) of this Change Order: \$ <u>(158,950.00)</u>	Net increase (decrease) this Change Order: Substantial Completion: <u>add 13 calendar days</u> Ready for final payment: <u>add 13 calendar days</u> (days)
Contract Price with all approved Change Orders: \$ <u>1,439,007.00</u>	Contract Times with all approved Change Orders: <u>287</u> calendar days Substantial Completion: <u>January 28, 2019</u> Ready for final payment: <u>March 24, 2019</u> (days or dates)

RECOMMENDED: By: [Signature] APPROVED: By: Matthew Jewell ACCEPTED: By: [Signature]
ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)
Date: 2/5/2020 Date: 5-8-2020 Date: 3-5-20

2020-0104

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. 20-5-5

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) Parish Project No. #GB-KA-02-19, Killona Community Center Addition to decrease the contract amount by \$125.00.

WHEREAS, Ordinance No. 19-9-4 adopted September 23, 2019 by the St. Charles Parish Council awarded construction of the Killona Community Center Addition Project to Williams Contractors & Construction Services, LLC, of Laplace, LA in the amount of \$224,600.00; and,

WHEREAS, the contract is substantially complete; and,

WHEREAS, it is necessary to amend the contract resulting in a decrease in the contract price by \$125.00, as shown on the Change Order form.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for Parish Project No. #GB-KA-02-19, Killona Community Center Addition to decrease the contract amount by \$125.00 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: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 4th day of May, 2020, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Laporte
CLVD/PARISH PRESIDENT: May 6, 2020
APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 8, 2020
AT: 10:41 am RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. One (1)

DATE OF ISSUANCE March 23, 2020 EFFECTIVE DATE May 8, 2020

OWNER St. Charles Parish
CONTRACTOR Williams Contractors & Construction Services, LLC
Contract: KILLONA COMMUNITY CENTER ADDITION
OWNER's Contract No. GBKA0219 ARCHITECT's Contract No.
ARCHITECT: MURRAY ARCHITECTS, INC.

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

- Delete the Following Work Items
a. Credit Relocation of Infrastructure.
Delete of \$-10,000.00 (L.S.)
Total of Deleted Work Items = \$-10,000.00
- Add the Following Work Items:
a. Install 2 interior grade beams. See attached Construction Change Directive No. 1 for details.
Addition of \$1,500.00 (L.S.)
b. Disconnect and reconnect electrical services, cut 2" discharge line, cut 4" sewer line back approx. 17', slope to drain away from building, install 2 ft. extension top for sewer lift station. See attached Construction Change Directive No. 2 for details.
Addition of \$ 2,800.00 (L.S.)
c. Additional light in the closet area. See attached Construction Change Directive No. 3 for details.
Addition of \$625.00 (L.S.)
d. Add run-off's for downspouts. See attached Construction Change Directive No. 3 for details.
Addition of \$150.00 (L.S.)
e. Landscaping perimeter of the building. See attached Construction Change Directive No. 3 for details.

Addition of \$2,500.00 (L.S.)

- Additional flooring attic and wall shelving in attic. See attached Construction Change Directive No. 3 for details.

Addition of \$2,300.00 (L.S.)

Total of Added Work Items = \$9,875.00

3. Revise the Following Work Item Quantities: - Not Applicable

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

- Deleted Work Items
a. Credit Relocation of Infrastructure.
- Add Work Items
a. Two additional grade beams were required to be added to the foundation when it was discovered that the existing building slab could not be doweled??? due to existing foundation conditions.
b. Existing sewer line was discovered to be sloping away from the lift station. This change was necessary to correct the issue.
c. Additional lights were needed for access to storage materials.
d. This change was required to ensure downspouts did not wash away newly installed landscape.
e. As required landscaping bids and plants were installed at perimeter of building.
f. As requested by the Owner to provide additional flooring in attic for storage space.
- Revise Work Item Quantities - Not Applicable

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$224,600.00	Original Contract Times: Substantial Completion: Ready for final payment: (days or dates)
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>1</u> : \$0.00	Net change from previous Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: Ready for final payment: (days)
Contract Price prior to this Change Order: \$224,600.00	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: (days or dates)
Net decrease of this Change Order: \$-125.00	Net increase (decrease) this Change Order: Substantial Completion: Ready for final payment: (days)
Contract Price with all approved Change Orders: \$224,475.00	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment: (days or dates)

RECOMMENDED: By: [Signature] APPROVED: By: Matthew Jewell ACCEPTED: By: [Signature]
ARCHITECT (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)
Date: 3-23-2020 Date: 5-8-2020 Date: 3-23-2020

2020-0110

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

ORDINANCE NO. 20-5-6

An ordinance to approve and authorize the execution of a contract with Deep South Construction & Salvage, LLC for the West Bank River Intake Modifications (Project No. WWKS 98) in the amount of \$589,265.00.

WHEREAS, sealed bids were received by the Parish on March 19, 2020, for the West Bank River Intake Modifications (Project No. WWKS 98); and,
WHEREAS, Civil & Environmental Consulting Engineers has reviewed the bids and recommend that the Contract be awarded to the low bidder, Deep South Construction & Salvage, LLC in the amount of \$589,265.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Deep South Construction & Salvage, LLC for the West Bank River Intake Modifications (Project No. WWKS 98) be hereby approved and accepted in the amount of \$589,265.00.

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

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

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

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

And the ordinance was declared adopted this 4th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Laporte
CLVD/PARISH PRESIDENT: May 6, 2020
APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 8, 2020
AT: 10:41 RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 8th day of May, 20 20, by Deep South Construction & Salvage, LLC, hereinafter called the "Contractor", whose business address is 9266 Hwy. 23, Belle Chasse, LA 70037, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

- Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:
- The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Civil and Environmental Consulting Engineers.
- It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated February 14, 2020, Addenda number(s) 1 & 2, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- The Work is generally described as follows: Modification of existing raw water intake piping on the West Bank and installation of additional protective structures.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

- The Contractor shall complete all of the Work under the Contract within 90 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner Five Hundred dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day

that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$589,265.00) Five Hundred Eighty-Nine Thousand, Two Hundred and Sixty-Five 00/100 Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council

ARTICLE 6

PAYMENT PROCEDURES

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

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

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

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
- b) Performance Bond (Section 00611)
- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 2 inclusive)
- h) Contract documents bearing the general title "West Bank River Intake Modifications Project No. WWKS 98" dated February 14, 2020.
- i) Drawings, consisting of a cover sheet dated February 14, 2020 and the sheets listed on Drawing C0.0; each sheet bearing the following general title: West Bank River Intake Modifications Project No. WWKS 98.
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

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

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

OWNER: Parish of St. Charles

By: Matthew Jewell
Title: President

ATTEST:
[Signature]
Title: Michael P. Palomaki
CAO

CONTRACTOR: Deep South Construction & Salvage, LLC

By: [Signature]
Title: Manager

ATTEST:
By: [Signature]
Title: Project Manager

2020-0111
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)

ORDINANCE NO. 20-5-7
An ordinance to approve and authorize the execution of an Agreement between St. Charles Parish and Messina's Catering, Inc., to provide Professional Catering Services at the Edward A. Dufresne Community Center.

WHEREAS, Professional Catering Services are needed in order for the Parish to accommodate rental functions at said facility; and,
WHEREAS, the Parish advertised a Request for Statements of Qualifications; and,
WHEREAS, Messina's Catering was a respondent who met all qualifications; and,
WHEREAS, it is the desire of the Parish and Messina's Catering, Inc., to enter into an Agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between St. Charles Parish and Messina's Catering, Inc., to provide Professional Catering Services at the Edward A. Dufresne Community Center is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to said services.

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 4th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: May 6, 2020
APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 18, 2020
AT: 3:30 pm REGD BY: [Signature]

PROFESSIONAL CATERING SERVICES AGREEMENT
EDWARD A. DUFRESNE COMMUNITY CENTER

ORIGINATOR
[Signature]
[Signature]
This Agreement made by and between St. Charles Parish, located at 15045 River Road, Hahnville, Louisiana 70057, herein represented by Matthew Jewell, hereinafter referred to as OWNER and Messina's Catering, Inc. located at 2717 Williams Blvd., Kenner, Louisiana 70065, herein represented by George Messina, President, duly authorized by Resolution attached hereto and made a part hereof, hereinafter referred to as the CONTRACTOR.
The OWNER does enter into this Agreement for the engagement of professional catering services at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, on the following terms and conditions:

1. DEFINITIONS
A. CATERING
The serving of food and beverages at functions at the Edward A. Dufresne Community Center.
B. GROSS BILLINGS
The total costs billed by the CONTRACTOR to its CLIENTS, and includes food and beverages (alcoholic and non-alcoholic content) and other costs and gratuities, but does not include sales tax.
C. DONATED GOODS AND SERVICES
Any food and beverage (alcoholic and non-alcoholic) provided by the CONTRACTOR to its CLIENTS at the Edward A. Dufresne Community Center as a donation of any sort.
D. SUBCONTRACTOR
A professional company that has the expertise to provide food and beverage services of such specifications and presentation that the CONTRACTOR does not possess.
E. CLIENT
A person and/or persons or entity who leases the Edward A. Dufresne Community Center.
F. GOVERNMENTAL DEPARTMENTS
Those Departments that report directly to the Parish President.
2. GENERAL
A. The effective date of this Agreement shall be from May 4, 2020 thru May 1, 2021. This Agreement may be extended for two additional one-year periods at the option of the Parish President. This can be executed with extension letters sent to the CONTRACTOR.
B. All terms and provisions contained in the "Operations Manual" as specified for the Edward A. Dufresne Community Center are applicable to this Agreement. CONTRACTOR acknowledges receipt of the Operations Manual and agrees to abide by its terms or any modifications thereto. OWNER shall impose any reasonable additional policies, procedures and regulations which may be necessary for the overall interest of the facility.
C. This Agreement is non-exclusive. CONTRACTOR shall abide by any and all arrangements made by the OWNER with a Governmental Department.
3. SERVICES OF THE CONTRACTOR
A. CONTRACTOR shall provide professional catering services as hereinafter provided and to properly plan and execute the work assigned.
B. Catering services consist of the work defined in the Scope of Work, attached hereto as Exhibit A and incorporated herein.
C. CONTRACTOR shall coordinate with the OWNER's designated representative(s) in documenting the terms and conditions, which will be applicable when the CONTRACTOR has been engaged by the CLIENT to perform catering services at the facility.
D. CONTRACTOR shall submit an annual financial statement.
E. Catering services provided by the CONTRACTOR shall be performed in accordance with generally accepted professional catering practice.
F. Catering services shall be provided between the hours of 7 A.M. - 10 P.M. for preparation and 8 A.M. - 12 A.M. for services for a function.
G. All food and beverage shall be expertly prepared and presented by individuals that have been food safety certified in a professional manner based on public facility industry standards. No one under the age of eighteen (18) years is allowed in the kitchen and/or concessions area.
H. CONTRACTOR shall obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center. Copies of all required licenses and permits shall be submitted to OWNER.
I. CONTRACTOR shall not commercially exploit by sale or otherwise any item or article which includes any reference to St. Charles Parish or the Edward A. Dufresne Community Center without prior written consent of the OWNER.
J. CONTRACTOR shall ensure that all employees serving alcohol and/or bartending possess a current and valid bartender's card known as a Responsible Vendor Card from the State of Louisiana on their person(s) at the time of service.
4. SERVICES OF THE OWNER/EDWARD A. DUFRESNE COMMUNITY CENTER
A. Provide full information as to the requirements and standards of services.
B. Guarantee access to and make all provisions for CONTRACTOR to enter the Edward A. Dufresne Community Center as required for performing the services based on predetermined scheduled times.
C. OWNER shall coordinate with CONTRACTOR in documenting the terms and conditions, which will be applicable when OWNER and CONTRACTOR have been engaged by the CLIENT.
D. OWNER shall maintain its kitchen inventory and equipment in proper working order, subject to general wear-and-tear.
E. OWNER shall maintain all kitchen safety equipment and inspections as regulated by Federal, State and Local guidelines.
F. OWNER shall have a dumpster on site at all times for disposing of items, with the exception of seafood remains which CONTRACTOR will dispose of off-site.
G. OWNER shall have a minimum of one employee present at the facility when CONTRACTOR is on-site.
H. OWNER will provide the following utilities: electricity, gas, water, and garbage pickup.
I. OWNER reserves the right to utilize a caterer outside of this Agreement without notifying the CONTRACTOR (i.e. Governmental Departments).
J. OWNER shall provide CONTRACTOR with a minimum of one day notice prior to the date of usage by OWNER.
5. COMPENSATION
A. Compensation for Catering Services
I. A yearly fee of \$1,000.00 shall be collected at the signing of this Agreement and at the start of each renewal period from CONTRACTOR to allow their establishment to remain on the approved in-house caterer list and utilize the in-house equipment. If for reasons beyond the control of either party, i.e., Act of God, the contract is terminated, the yearly fee shall be pro-rated from the time of cancellation.
II. Commissions shall be paid by CONTRACTOR to OWNER of gross billings less sales tax.
 - All Catered Functions 18%
 - Drop-off, "Hosted" & "Cash" Bar Functions 15%
 - Donated Goods & Services 17%
I. CONTRACTOR shall submit a statement of GROSS BILLINGS for catering services actually rendered for each catered function in the prior month to the OWNER and a check in the amount of the OWNER's commissions on or before the twentieth (20th) day of the each month. Statements should also include signed copies (by CLIENT and CONTRACTOR) of any subsequent charges or additional purchases not previously submitted.
B. All payments should be made payable to St. Charles Parish and mailed to the attention of Anedra Coleman at 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070 or dropped off during normal business hours, Monday-Friday 8:30 A.M.-4:00 P.M. on the effective date of this Agreement.
6. RECORDS
A. At any time during this Agreement and from time to time, the OWNER or its designated representative(s) may audit, with seventy-two (72) hours prior notice to CONTRACTOR, all accounting and financial records and procedures of CONTRACTOR and all funds and

accounts governed by this Agreement. The audit will take place during normal business hours at 274 Judge Edward Dufresne Parkway in Luling or such place as the records shall be kept and maintained by the CONTRACTOR. Any discrepancies shall be noted, except in cases of theft, criminal conduct, actionable fraud (as opposed to negligent misrepresentation), gross negligence, willful or wanton misconduct or (with respect to handling funds or financial obligations) CONTRACTOR shall have thirty (30) days within which to comply with proper procedures and reconcile all discrepancies. Failure of the OWNER to note any discrepancies with respect to CONTRACTOR's accounting and financial procedures shall not relieve CONTRACTOR of its obligation to comply with the accounting requirements contained in this Agreement or with the provisions of this Agreement. If the audit determines that the computation of GROSS BILLINGS is understated by five percent or more, offsetting the commissionable amount which shall be properly accounted for as GROSS BILLINGS to the OWNER, the CONTRACTOR shall bear the costs of the audit.

B. CONTRACTOR shall maintain pertinent records for duration of this Agreement or a greater amount of time, if required by law.

7. EQUIPMENT

A. CONTRACTOR shall be held responsible for any and all damages to the kitchen/storage areas and the equipment housed in those areas outside of general wear-and-tear. The yearly fee allows CONTRACTOR to utilize the in-house equipment as needed and the kitchen storage to house food, beverage and/or additional equipment required to perform catering services at the facility. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or storage areas at OWNER's discretion. OWNER acknowledges the exclusion of any and all food/beverages stored at the facility that is owned by CONTRACTOR. The CONTRACTOR selected by the client to provide catering services for their function will be allotted four hours directly following the completion of the said function to remove all items owned by the CONTRACTOR from the premises, unless they have received prior written consent for an extended time frame from the OWNER.

B. OWNER is not responsible for theft of any of the CONTRACTOR's food, beverages, equipment, materials and/or supplies.

C. CONTRACTOR shall coordinate with and obtain approval from the OWNER prior to the installation of immovable or "hard wired" equipment.

8. TERMINATION

A. This Agreement is effective upon execution of this document and may be terminated by either party, at will, upon thirty (30) days written notice. CONTRACTOR shall remain responsible to OWNER for all obligations incurred by it prior to OWNER's receipt of such notice of termination.

B. The following may result in termination of this Agreement at the sole discretion of the OWNER:

- I. A history of poor service, customer complaints, or uncooperative working relationship with the OWNER's staff.
- II. Steering functions away from the facility.
- III. Failure of the CONTRACTOR to comply with the commissions as stated herein.
- IV. Critical citations resulting from inspections performed by the Louisiana Department of Health and Hospitals.
- V. Failure of CONTRACTOR to obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center.
- VI. Other issues that cause the reputation of the facility to be harmed.

9. SUCCESSORS AND ASSIGNS

This Agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

10. INSURANCE

CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and its employees and the OWNER, from claims under Workmen's Compensation Acts (signed waiver of subrogation) 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 amount of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) per occurrence (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) for all injuries and/or deaths aggregated.

The insurance from property damage shall be in the amount of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) for each accident (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) aggregate. CONTRACTOR shall also secure and maintain at its expense general liability insurance in the sum of ONE MILLION AND NO/100 (\$1,000,000.00), Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements. All certificates of insurance shall name the OWNER as an additional insured and shall be furnished to the OWNER within ten (10) days prior to the effective date of this Agreement, and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. OWNER may examine the policies.

11. INDEMNIFICATION

CONTRACTOR shall conduct its activities upon the premises safely. CONTRACTOR agrees to defend, indemnify, save and hold harmless the OWNER, from and against any and all claims, demands, expenses and liabilities arising out of injury or death to any persons or damage, loss or destruction of property which may occur on or in any way grow out of any act or omission of CONTRACTOR. This indemnification shall apply to any employees. CONTRACTOR assumes full responsibility for the acts and conduct of all persons admitted to the premises by consent of CONTRACTOR and CONTRACTOR agrees to pay in full any damages/destruction of the facility or premises resulting from CONTRACTOR's use or occupancy thereof, or from persons participating, attending or working by this Agreement.

12. WARRANTY

CONTRACTOR warrants that he will perform the services with the degree of skill and to the standard of the care required of this catering services profession and to meet all Federal, State and Local requirements.

13. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACTOR hereby agrees to comply with all Federal, State and Local laws and Ordinances applicable to the work or services under this Agreement. If any dispute arises regarding this Agreement venue shall be in the 27th Judicial District Court, in and for the Parish of St. Charles, State of Louisiana.

If any portion of this Agreement is found invalid, it does not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

ATTEST:

Ruben Champagne
Executive Assistant

St. Charles Parish

Matthew Jewell
By: **Matthew Jewell**
Parish President

ATTEST:

Billy Raymond
Deputy CEO

Messina's Catering, Inc.

George Messina
By: **George Messina**
President

EXHIBIT A: SCOPE OF WORK

The Agreement is relating to providing food, beverage, and/or alcoholic beverage services by the CONTRACTOR for the functions that are to take place at the Edward A. Dufresne Community Center.

SCOPE OF WORK

- CONTRACTOR shall promptly provide written notice to OWNER during normal business hours 8:30 A.M.-4:00 P.M. Monday-Friday upon execution of a contract to provide catering services at the facility.
- CONTRACTOR will coordinate all work with the OWNER's designated representative(s).
- CONTRACTOR has been deemed qualified and capable by OWNER to provide such food and beverage services for functions authorized under separate rental agreements with third parties for use of the facility.
- CONTRACTOR's Agreement with its CLIENT shall be for a prearranged guaranteed price. Cash sales for food, beverage, and/or alcoholic beverages by the CONTRACTOR, not included on the CLIENT's original signed invoice are prohibited at the function without prior approval from OWNER's designated representative(s). CONTRACTOR shall provide OWNER with a detailed menu agreed upon between the CONTRACTOR and the CLIENT a minimum of two weeks prior to the function date. CONTRACTOR is responsible for providing materials for the CLIENT to remove leftover food immediately following a function.
- If it becomes necessary for the CONTRACTOR to use a SUBCONTRACTOR, the OWNER urges CONTRACTOR to use St. Charles Parish or Louisiana vendors, including small and emerging businesses. In all functions, any SUBCONTRACTOR used by CONTRACTOR should be identified prior to a function date to OWNER's designated representative(s). SUBCONTRACTORS are bound by the terms of this Agreement. CONTRACTOR shall assume total responsibility for compliance.
- CONTRACTOR shall employ, train and closely supervise all persons necessary to the operations of the business hereunder and shall hire qualified and experienced personnel to provide all services appropriate for the operations granted herein. All persons hired and employed by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all employment taxes. CONTRACTOR shall see that employees who serve and dispense alcoholic beverages shall be trained and educated as to alcohol abuse awareness and shall receive required State and Parish alcohol training and certification. CONTRACTOR's employees shall be appropriately attired during all functions, including drop off functions. The OWNER shall have the right to require CONTRACTOR to permanently remove any of the CONTRACTOR's personnel if their performance and/or attire are deemed unsatisfactory by the OWNER's designated representative(s) or CONTRACTOR itself.
- Use of the kitchen for preparation of food and/or beverage(s) for a function that is being held at another venue is strictly prohibited and may be cause for termination of this Agreement.
- No grease will be drained into the facility's sanitary system as a result of food service operations.
- CONTRACTOR is responsible for cleaning all areas used by CONTRACTOR immediately following a function. CONTRACTOR must complete the cleanup checklist and have it signed off on by the OWNER's designated representative(s) prior to leaving the premises. All of the CONTRACTOR's equipment may be neatly stored in the kitchen storage closet for the duration of the said function except when in use. CONTRACTOR is responsible for all trash generated in connection with a function to be disposed of in the dumpster immediately following the completion of a function. CONTRACTOR must replace appropriate garbage bags in all emptied trashcans with bags stored in the center's janitorial closet. All seafood refuse must be disposed off-site of the Edward A. Dufresne Community Center premises. Failure to keep the kitchen, concessions and assigned storage room clean and orderly will result in a billing of one-hundred fifty dollars (\$150) minimum cleanup fee, plus any other necessary and reasonable costs, which the CONTRACTOR hereby agrees to pay on demand.
- CONTRACTOR shall ensure that all equipment, materials and supplies for catered functions arrive with CONTRACTOR at set-up time, which will be predetermined per function. All equipment and supplies not expressly stated to be provided by the facility shall be the sole responsibility of the CONTRACTOR. No deliveries will be received by the facility. CONTRACTOR will be solely responsible to move the CONTRACTOR's equipment and will not call on the facilities personnel for that purpose. Food, equipment and supplies will be loaded and unloaded through the service drive entrance. Larger items will be required to enter through the overhead door in the gymnasium. If the CONTRACTOR would like food and beverage deliveries to come to the facility, they will be required to get prior approval from the OWNER's designated representative(s) and must be received by CONTRACTOR's personnel. OWNER is not responsible for food and beverage stored in the facilities kitchen and/or storage closet. Storage of items are permitted for the reserved time frame allotted to the CONTRACTOR performing catering services for a function and no time prior or following, unless predetermined by the OWNER.
- The CONTRACTOR must provide and store a minimum of two temperature gauges adequate for food preparation at the facility whenever performing catering services at the center. In addition, the CONTRACTOR must provide treflure, hand soap, paper products, test strips and chemicals required for food safety and these items must be properly hung, labeled and stored at all times in the kitchen.

2020-0112

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)
ORDINANCE NO. 20-5-8

An ordinance to approve and authorize the execution of an Agreement between St. Charles Parish and ZoraChristina Catering, LLC, to provide Professional Catering Services at the Edward A. Dufresne Community Center.

WHEREAS, Professional Catering Services are needed in order for the Parish to accommodate rental functions at said facility; and,

WHEREAS, the Parish advertised a Request for Statements of Qualifications; and,
WHEREAS, ZoraChristina Catering, LLC was a respondent who met all qualifications; and,

WHEREAS, it is the desire of the Parish and ZoraChristina Catering, LLC, to enter into an Agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between St. Charles Parish and ZoraChristina Catering, LLC, to provide Professional Catering Services at the Edward A. Dufresne Community Center is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to said services.

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

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

And the ordinance was declared adopted this 4th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY: *Michelle Sapotato*

CLVD/PARISH PRESIDENT: *May 14, 2020*

APPROVED: *[Signature]* DISAPPROVED:

PARISH PRESIDENT: *Matthew Jewell*

RETD/SECRETARY: *May 8, 2020*

AT: *10:41 am* RECD BY: *[Signature]*

PROFESSIONAL CATERING SERVICES AGREEMENT

EDWARD A. DUFRESNE COMMUNITY CENTER

This Agreement made by and between St. Charles Parish, located at 15045 River Road, Hahnville, Louisiana 70057, herein represented by Matthew Jewell, hereinafter referred to as OWNER and ZoraChristina Catering, LLC located at 2003 West Airline Highway, LaPlace, Louisiana 70068, herein represented by Monique McGee-Duronet, Founder/CEO, duly authorized by Resolution attached hereto and made a part hereof, hereinafter referred to as the CONTRACTOR.

The OWNER does enter into this Agreement for the engagement of professional catering services at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, on the following terms and conditions:

1. DEFINITIONS

A. CATERING

The serving of food and beverages at functions at the Edward A. Dufresne Community Center.

B. GROSS BILLINGS

The total costs billed by the CONTRACTOR to its CLIENTS, and includes food and beverages (alcoholic and non-alcoholic content) and other costs and gratuities, but does not include sales tax.

C. DONATED GOODS AND SERVICES

Any food and beverage (alcoholic and non-alcoholic) provided by the CONTRACTOR to its CLIENTS at the Edward A. Dufresne Community Center as a donation of any sort.

D. SUBCONTRACTOR

A professional company that has the expertise to provide food and beverage services of such specifications and presentation that the CONTRACTOR does not possess.

E. CLIENT

A person and/or persons or entity who leases the Edward A. Dufresne Community Center.

F. GOVERNMENTAL DEPARTMENTS

Those Departments that report directly to the Parish President.

2. GENERAL

- A. The effective date of this Agreement shall be from May 4, 2020 thru May 1, 2021. This Agreement may be extended for two additional one-year periods at the option of the Parish President. This can be executed with extension letters sent to the CONTRACTOR.
- B. All terms and provisions contained in the "Operations Manual" as specified for the Edward A. Dufresne Community Center are applicable to this Agreement. CONTRACTOR acknowledges receipt of the Operations Manual and agrees to abide by its terms or any modifications thereto. OWNER shall impose any reasonable additional policies, procedures and regulations which may be necessary for the overall interest of the facility.
- C. This Agreement is non-exclusive. CONTRACTOR shall abide by any and all arrangements made by the OWNER with a Governmental Department.

3. SERVICES OF THE CONTRACTOR

- A. CONTRACTOR shall provide professional catering services as hereinafter provided and to properly plan and execute the work assigned.
- B. Catering services consist of the work defined in the Scope of Work, attached hereto as Exhibit A and incorporated herein.
- C. CONTRACTOR shall coordinate with the OWNER's designated representative(s) in documenting the terms and conditions, which will be applicable when the CONTRACTOR has been engaged by the CLIENT to perform catering services at the facility.
- D. CONTRACTOR shall submit an annual financial statement.
- E. Catering services provided by the CONTRACTOR shall be performed in accordance with generally accepted professional catering practices.
- F. Catering services shall be provided between the hours of 7 A.M.-10 P.M. for preparation and 8 A.M.-12 A.M. for services for a function.
- G. All food and beverage shall be expertly prepared and presented by individuals that have been food safety certified in a professional manner based on public facility industry standards. No one under the age of eighteen (18) years is allowed in the kitchen and/or concessions area.
- H. CONTRACTOR shall obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center. Copies of all required licenses and permits shall be submitted to OWNER.
- I. CONTRACTOR shall not commercially exploit by sale or otherwise any item or article which includes any reference to St. Charles Parish or the Edward A. Dufresne Community Center without prior written consent of the OWNER.
- J. CONTRACTOR shall ensure that all employees serving alcohol and/or bartending possess a current and valid bartender's card known as a Responsible Vendor Card from the State of Louisiana on their person(s) at the time of service.

4. SERVICES OF THE OWNER/EDWARD A. DUFRESNE COMMUNITY CENTER

- A. Provide full information as to the requirements and standards of services.
- B. Guarantee access to and make all provisions for CONTRACTOR to enter the Edward A. Dufresne Community Center as required for performing the services based on predetermined scheduled times.
- C. OWNER shall coordinate with CONTRACTOR in documenting the terms and conditions, which will be applicable when OWNER and CONTRACTOR have been engaged by the CLIENT.
- D. OWNER shall maintain its kitchen inventory and equipment in proper working order, subject to general wear-and-tear.
- E. OWNER shall maintain all kitchen safety equipment and inspections as regulated by Federal, State and Local guidelines.
- F. OWNER shall have a dumpster on site at all times for disposing of items, with the exception of seafood remains which CONTRACTOR will dispose of off-site.
- G. OWNER shall have a minimum of one employee present at the facility when CONTRACTOR is on-site.
- H. OWNER will provide the following utilities: electricity, gas, water, and garbage pickup.
- I. OWNER reserves the right to utilize a caterer outside of this Agreement without notifying the CONTRACTOR (i.e. Governmental Departments).
- J. OWNER shall provide CONTRACTOR with a minimum of one day notice prior to the date of usage by OWNER.

5. COMPENSATION

A. Compensation for Catering Services

- I. A yearly fee of \$500.00 shall be collected at the signing of this Agreement and at the start of each renewal period from CONTRACTOR to allow their establishment to remain on the approved in-house caterer list and utilize the in-house equipment. If for reason(s) beyond the control of either party, i.e., Act of God, the contract is terminated, the yearly fee shall be pro-rated from the time of cancellation.
- II. Commissions shall be paid by CONTRACTOR to OWNER of gross billings less sales tax.
- All Catered Functions 16%
 - Drop-off, "Hosted" & "Cash" Bar Functions 15%
 - Donated Goods & Services 17%

I. CONTRACTOR shall submit a statement of GROSS BILLINGS for catering services actually rendered for each catered function in the prior month to the OWNER and a check in the amount of the OWNER's commissions on or before the twentieth (20th) day of the each month. Statements should also include signed copies (by CLIENT and CONTRACTOR) of any subsequent charges or additional purchases not previously submitted.

- B. All payments should be made payable to St. Charles Parish and mailed to the attention of Andrea Coleman at 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070 or dropped off during normal business hours, Monday-Friday 8:30 A.M.-4:00 P.M. on the effective date of this Agreement.

6. RECORDS

- A. At any time during this Agreement and from time to time, the OWNER or its designated representative(s) may audit, with seventy-two (72) hours prior notice to CONTRACTOR, all accounting and financial records and procedures of CONTRACTOR and all funds and accounts governed by this Agreement. The audit will take place during normal business hours at 274 Judge Edward Dufresne Parkway in Luling or such place as the records shall be kept and maintained by the CONTRACTOR. Any discrepancies shall be noted, except in cases of theft, criminal conduct, actionable fraud (as opposed to negligent misrepresentation), gross negligence, willful or wanton misconduct or (with respect to handling funds or financial obligations) CONTRACTOR shall have thirty (30) days within which to comply with proper procedures and reconcile all discrepancies. Failure of the OWNER to note any discrepancies with respect to CONTRACTOR's accounting and financial procedures shall not relieve

CONTRACTOR of its obligation to comply with the accounting requirements contained in this Agreement or with the provisions of this Agreement. If the audit determines that the computation of GROSS BILLINGS is understated by five percent or more, affecting the commissionable amount which shall be properly accounted for as GROSS BILLINGS to the OWNER, the CONTRACTOR shall bear the costs of the audit.

B. CONTRACTOR shall maintain pertinent records for duration of this Agreement or a greater amount of time, if required by law.

7. EQUIPMENT
- A. CONTRACTOR shall be held responsible for any and all damages to the kitchen/storage areas and the equipment housed in those areas outside of general wear-and-tear. The yearly fee allows CONTRACTOR to utilize the in-house equipment as needed and the kitchen storage to house food, beverage and/or additional equipment required to perform catering services at the facility. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or storage areas at OWNER's discretion. OWNER acknowledges the exclusion of any and all food/beverages stored at the facility that is owned by CONTRACTOR. The CONTRACTOR selected by the client to provide catering services for their function will be allotted four hours directly following the completion of the said function to remove all items owned by the CONTRACTOR from the premises, unless they have received prior written consent for an extended time frame from the OWNER.
- B. OWNER is not responsible for theft of any of the CONTRACTOR's food, beverages, equipment, materials and/or supplies.
- C. CONTRACTOR shall coordinate with and obtain approval from the OWNER prior to the installation of immovable or "hard wired" equipment.

8. TERMINATION
- A. This Agreement is effective upon execution of this document and may be terminated by either party, at will, upon thirty (30) days written notice. CONTRACTOR shall remain responsible to OWNER for all obligations incurred by it prior to OWNER's receipt of such notice of termination.
- B. The following may result in termination of this Agreement at the sole discretion of the OWNER:
- A history of poor service, customer complaints, or uncooperative working relationship with the OWNER's staff.
 - Stealing functions away from the facility.
 - Failure of the CONTRACTOR to comply with the commissions as stated herein.
 - Critical citations resulting from inspections performed by the Louisiana Department of Health and Hospitals.
 - Failure of CONTRACTOR to obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center.
 - Other issues that cause the reputation of the facility to be harmed.
9. SUCCESSORS AND ASSIGNS
- This Agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

10. INSURANCE
- CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and its employees and the OWNER, from claims under Workmen's Compensation Acts (signed waiver of subrogation) 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 amount of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) per occurrence (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) for all injuries and/or deaths aggregated. The insurance from property damage shall be in the amount of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) for each accident (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) aggregate. CONTRACTOR shall also secure and maintain at its expense general liability insurance in the sum of ONE MILLION AND NO/100 (\$1,000,000.00), umbrella liability coverage or excess liability coverage may be used to meet the minimum requirements. All certificates of insurance shall name the OWNER as an additional insured and shall be furnished to the OWNER within ten (10) days prior to the effective date of this Agreement, and shall provide that insurance shall not be canceled without ten (10) days prior written notice to the OWNER. OWNER may examine the policies.

11. INDEMNIFICATION
- CONTRACTOR shall conduct its activities upon the premises safely. CONTRACTOR agrees to defend, indemnify, save and hold harmless the OWNER, from and against any and all claims, demands, expenses and liabilities arising out of injury or death to any persons or damage, loss or destruction of property which may occur on or in any way grow out of any act or omission of CONTRACTOR. This indemnification shall apply to any employees. CONTRACTOR assumes full responsibility for the acts and conduct of all persons admitted to the premises by consent of CONTRACTOR and CONTRACTOR agrees to pay in full any damages/destruction of the facility or premises resulting from CONTRACTOR's use or occupancy thereof, or from persons participating, attending or working by this Agreement.

12. WARRANTY
- CONTRACTOR warrants that he will perform the services with the degree of skill and to the standard of the care required of the catering services profession and to meet all Federal, State and Local requirements.

13. COMPLIANCE WITH LAWS AND ORDINANCES
- CONTRACTOR hereby agrees to comply with all Federal, State and Local laws and Ordinances applicable to the work or services under this Agreement. If any dispute arises regarding this Agreement venue shall be in the 29th Judicial District Court, in and for the Parish of St. Charles, State of Louisiana. If any portion of this Agreement is found invalid, it does not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

ATTEST:

Rockel Champagne

Billy Raymond

St. Charles Parish

Matthew Jewell

By: Matthew Jewell

Parish President

ATTEST:

ZoraChristina Catering, LLC

By: Monique McGee-Duronislet

Founder/CEO

EXHIBIT A: SCOPE OF WORK

The Agreement is relating to providing food, beverage, and/or alcoholic beverage services by the CONTRACTOR for the functions that are to take place at the Edward A. Dufresne Community Center.

- SCOPE OF WORK
- CONTRACTOR shall promptly provide written notice to OWNER during normal business hours 8:30 A.M.-4:00 P.M. Monday-Friday upon execution of a contract to provide catering services at the facility.
 - CONTRACTOR will coordinate all work with the OWNER's designated representative(s).
 - CONTRACTOR has been deemed qualified and capable by OWNER to provide such food and beverage services for functions which do not exceed 100 guests authorized under separate rental agreements with third parties for use of the facility.
 - CONTRACTOR's Agreement with its CLIENT shall be for a prearranged guaranteed price. Cash sales for food, beverage, and/or alcoholic beverages by the CONTRACTOR, not included on the CLIENT'S original signed invoice are prohibited at the function without prior approval from OWNER's designated representative(s). CONTRACTOR shall provide OWNER with a detailed menu agreed upon between the CONTRACTOR and the CLIENT a minimum of two weeks prior to the function date. CONTRACTOR is responsible for providing materials for the CLIENT to remove leftover food immediately following a function.
 - If it becomes necessary for the CONTRACTOR to use a SUBCONTRACTOR, the OWNER urges CONTRACTOR to use St. Charles Parish or Louisiana vendors, including small and emerging businesses. In all functions, any SUBCONTRACTOR used by CONTRACTOR should be identified prior to a function date to OWNER's designated representative(s). SUBCONTRACTORS are bound by the terms of this Agreement. CONTRACTOR shall assume total responsibility for compliance.
 - CONTRACTOR shall employ, train and closely supervise all persons necessary to the operations of the business hereunder and shall hire qualified and experienced personnel to provide all services appropriate for the operations granted herein. All persons hired and employed by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all employment taxes. CONTRACTOR shall see that employees who serve and dispense alcoholic beverages shall be trained and educated as to alcohol abuse awareness and shall receive required State and Parish alcohol training and certification. CONTRACTOR's employees shall be appropriately attired during all functions, including drop off functions. The OWNER shall have the right to require CONTRACTOR to permanently remove any of the CONTRACTOR's personnel if their performance and/or attire are deemed unsatisfactory by the OWNER's designated representative(s) or CONTRACTOR itself.
 - Use of the kitchen for preparation of food and/or beverage(s) for a function that is being held at another venue is strictly prohibited and may be cause for termination of this Agreement.
 - No grease will be drained into the facility's sanitary system as a result of food service operations.
 - CONTRACTOR is responsible for cleaning all areas used by CONTRACTOR immediately following a function. CONTRACTOR must complete the cleanup checklist and have it signed off on by the OWNER's designated representative(s) prior to leaving the premises. All of the CONTRACTOR's equipment may be neatly stored in the kitchen storage closet for the duration of the said function except when in use. CONTRACTOR is responsible for all trash generated in connection with a function to be disposed of in the dumpster immediately following the completion of a function. CONTRACTOR must replace appropriate garbage bags in all emptied trashcans with bags stored in the center's janitorial closet. All seafood refuse must be disposed off-site of the Edward A. Dufresne Community Center premises. Failure to keep the kitchen, concessions and assigned storage room clean and orderly will result in a billing of one-hundred fifty dollars (\$150) minimum cleanup fee, plus any other necessary and reasonable costs, which the CONTRACTOR hereby agrees to pay on demand.
 - CONTRACTOR shall ensure that all equipment, materials and supplies for catered functions arrive with CONTRACTOR at setup time, which will be predetermined per function. All equipment and supplies not expressly stated to be provided by the facility shall be the sole responsibility of the CONTRACTOR. No deliveries will be received by the facility. CONTRACTOR will be solely responsible to move the CONTRACTOR's equipment and will not call on the facilities personnel for that purpose. Food, equipment and supplies will be loaded and unloaded through the service drive entrance. Larger items will be required to enter through the overhead door in the gymnasium. If the CONTRACTOR would like food and beverage deliveries to come to the facility, they will be required to get prior approval from the OWNER's designated representative(s) and must be received by CONTRACTOR's personnel. OWNER is not responsible for food and beverage stored in the facilities kitchen and/or storage closet. Storage of items are permitted for the reserved time frame allotted to the CONTRACTOR performing catering services for a function and no time prior or following, unless predetermined by the OWNER.
 - The CONTRACTOR must provide and store a minimum of two temperature gauges adequate for food preparation at the facility whenever performing catering services at the center. In addition,

the CONTRACTOR must provide literature, hand soap, paper products, test strips and chemicals required for food safety and those items must be properly hung, labeled and stored at all times in the kitchen.

2020-0093
INTRODUCED BY: MARILYN B. BELLOCK, COUNCILWOMAN, DISTRICT V
RESOLUTION NO. 6492

A resolution authorizing the Council Secretary to confirm the Parish Council's support of the Conversion Plan being submitted by the St. Charles Parish Housing Authority to HUD.

WHEREAS, the Parish Council has been fully briefed by Leatrice Hollis, Executive Director of the Housing Authority of St. Charles Parish ("SCPHA"), Standard Enterprises, Incorporated ("SEI") of Monroe, Louisiana, as SCPHA's Development Partner, and Butler Snow LLP as Bond Counsel in connection with captioned program (the "SVC Program"); and,

WHEREAS, a draft of the Conversion Plan authorized to be submitted in accordance with the "Streamlined Voluntary Conversion" program as described in HUD PIH Notice 2019-05 has been submitted to the Parish Council by Ms. Hollis; and,

WHEREAS, the Parish Council has been advised by Ms. Hollis that the SVC Program will permit SCPHA to reposition all ACC public housing units in St. Charles Parish to the Housing Choice Voucher (Section 8) Program model at the Housing Choice Voucher ("HCV") rent funding levels; and,

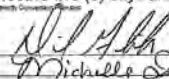
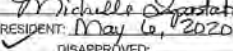
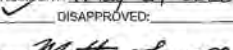
WHEREAS, Ms. Hollis further advised the Parish Council that the SVC Program will enable SCPHA to convert public housing to a more stable funding and flexible management model rather than the more traditional public housing model.

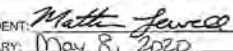
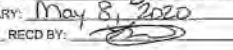
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby authorize the Council Secretary to confirm the Parish Council's support of the Conversion Plan being submitted by the St. Charles Parish Housing Authority to HUD.

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

YEAS: BENEDETTO, PONSECA, BARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 4th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: May 6, 2020
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 
RET/SECRETARY: May 8, 2020
AT: 10:41am RECD BY: 

2020-0113
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ST. CHARLES PARISH COUNCIL
RESOLUTION NO. 6493

A resolution adopting the St. Charles Parish Hazard Mitigation Plan.

WHEREAS, the St. Charles Parish Council has received grant funds from the Federal Emergency Management Agency, through the Governor's Office of Homeland Security and Emergency Preparedness, for the update of a hazard mitigation plan; and,

WHEREAS, our community has participated in the process to update a Disaster Mitigation Act compliant Hazard Mitigation Plan based on the FEMA guidance available; and,

WHEREAS, our community wishes to participate in the Hazard Mitigation Plan Update prepared by the St. Charles Parish government under the oversight of a Steering Committee comprised of Parishwide representatives; and,

WHEREAS, St. Charles Parish and local representatives have participated in the mitigation planning process; and,

WHEREAS, appropriate opportunity for input by public and community officials has been provided through press releases, open meetings and availability of draft documents; and,

WHEREAS, the updated Plan has been recommended for adoption by the Steering Committee; and,

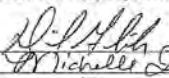
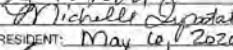
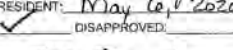
WHEREAS, adoption of the updated Plan is required prior to further consideration for FEMA funding under the following programs: Pre-Disaster Mitigation, Hazard Mitigation Grant Program, and Flood Mitigation Assistance Program.

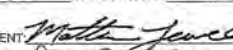
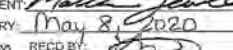
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL do hereby approve the St. Charles Parish Hazard Mitigation Plan.

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

YEAS: BENEDETTO, PONSECA, BARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 4th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: May 6, 2020
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 
RET/SECRETARY: May 8, 2020
AT: 10:41 am RECD BY: 

2020-0114
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF COMMUNITY SERVICES)
RESOLUTION NO. 6494

A resolution approving and authorizing St. Charles Parish to submit a grant application for the United States Department of Agriculture's Rural Housing Service 2020 Housing Preservation Grant Program.

WHEREAS, the Rural Housing Service, an agency within the United States Department of Agriculture Rural Development is accepting grant applications for the 2020 Housing Preservation Grant Program opportunity; and,

WHEREAS, St. Charles Parish established a Housing Preservation Grant Program with funds awarded from the 2017 Housing Preservation Grant opportunity and continued the program with funds received from the 2018 and 2019 awards; and,

WHEREAS, through the Housing Preservation Program, the Department of Community Services has provided repairs and rehabilitation to 22 dwellings within St. Charles Parish owned and occupied by low and very low-income residents to date; and,

WHEREAS, St. Charles Parish is applying for 2020 Housing Preservation Grant funding to assist in the continuation of the Housing Preservation Grant Program; and,

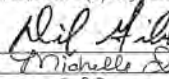
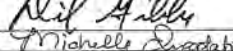
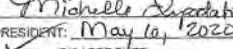
WHEREAS, the Rural Housing Service application requires support from the local governing body to secure approval and authorization for the application for grant funding.

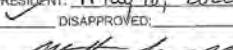
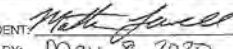
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize St. Charles Parish to submit a grant application for the 2020 Housing Preservation Grant Program. BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said 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: BENEDETTO, PONSECA, BARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 4th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: May 6, 2020
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 
RET/SECRETARY: May 8, 2020
AT: 10:41am RECD BY: 

2020-0115

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT

(GRANTS OFFICE)
HOLLY FONSECA, COUNCILWOMAN-AT-LARGE, DIVISION B
MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII

RESOLUTION NO. 6495

A resolution adopting the St. Charles Parish Residential Antidisplacement and Relocation Assistance Plan for usage in the implementation of the FY 2019 St. Charles Parish Louisiana Community Development Block Grant (LCDBG) Program Sewer Improvements project.

WHEREAS, the U.S. Department of Housing and Urban Development prohibits the release of Community Development Block Grant funds until the grantee officially adopts and certifies that it is following a Residential Antidisplacement and Relocation Assistance Plan; and,

WHEREAS, St. Charles Parish has formulated its Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, as amended.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby adopt the St. Charles Parish Residential Antidisplacement and Relocation Assistance Plan attached hereto, as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, for usage in the implementation of the FY 2019 St. Charles Parish Louisiana Community Development Block Grant (LCDBG) Program Sewer Improvements project.

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

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

And the resolution was declared adopted this 4th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
SECRETARY: *[Signature]*
CLVD/PARISH PRESIDENT: *[Signature]* May 10, 2020
APPROVED: *[Signature]* DISAPPROVED: *[Signature]*

PARISH PRESIDENT: *[Signature]*
RETD/SECRETARY: *[Signature]* May 8, 2020
AT: 10:41am, RECD BY: *[Signature]*

2020-0118

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT

(GRANTS OFFICE)
HOLLY FONSECA, COUNCILWOMAN-AT-LARGE, DIVISION B
MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII
LA SANDRA DARENSBOURG GORDON, COUNCILWOMAN, DISTRICT I
WENDY BENEDETTO, COUNCILWOMAN-AT-LARGE, DIVISION A

RESOLUTION NO. 6496

A resolution adopting the revised St. Charles Parish Section 504 and ADA Grievance Procedures providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973, as amended or the Americans with Disabilities Act of 1990 (ADA).

WHEREAS, Section 504 of the Rehabilitation Act of 1973, as amended provides that no otherwise qualified individual with a disability in the United States, as defined in section 7(20), shall solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; and,

WHEREAS, the Americans with Disabilities Act prohibits discrimination against individuals with disabilities in such critical areas as employment, housing, public accommodations, education, transportation, communication, recreation, institutionalization, health services, voting and access to public services; and,

WHEREAS, the Parish did revise the St. Charles Parish ADA Grievance Procedure established in 1995 to address any complaints that may arise alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973, as amended or the Americans with Disabilities Act of 1990 (ADA); and,

WHEREAS, the St. Charles Parish Section 504 and ADA Grievance Procedures designates the Personnel Officer to coordinate efforts by the Parish to comply with the requirements of Section 504 and the ADA.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby adopt the revised St. Charles Parish Section 504 and ADA Grievance Procedures.

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

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

And the resolution was declared adopted this 4th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
SECRETARY: *[Signature]*
CLVD/PARISH PRESIDENT: *[Signature]* May 10, 2020
APPROVED: *[Signature]* DISAPPROVED: *[Signature]*

PARISH PRESIDENT: *[Signature]*
RETD/SECRETARY: *[Signature]* May 8, 2020
AT: 10:41am, RECD BY: *[Signature]*

2020-0102

INTRODUCED BY: ST. CHARLES PARISH COUNCIL

RESOLUTION NO. 6497

A resolution to appoint a member to the River Parishes Transit Authority.

WHEREAS, there exists a vacancy on the RIVER PARISHES TRANSIT AUTHORITY; due to the expiration of the term of Mr. John Dias on January 12, 2020; and,

WHEREAS, by virtue of R.S. 48:1604, the Governing Authority shall appoint one member from a list of three nominees submitted by the St. Charles Business Association, one nominee submitted by the River Area Council of the New Orleans Regional Chamber of Commerce, and three nominees submitted by the Louisiana AFL-CIO; and,

WHEREAS, said commissioner must be domiciled within St. Charles Parish and shall be subject to confirmation by the Senate.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby confirm that Mr. Emile Broussard, III 223 Murray Hill Drive, Destrehan, LA 70047

is hereby appointed to the RIVER PARISHES TRANSIT AUTHORITY.

BE IT FURTHER RESOLVED that said appointment shall be effective IMMEDIATELY and shall expire JANUARY 8, 2024.

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

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

And the resolution was declared adopted this 4th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
SECRETARY: *[Signature]*
CLVD/PARISH PRESIDENT: *[Signature]* May 10, 2020
APPROVED: *[Signature]* DISAPPROVED: *[Signature]*

PARISH PRESIDENT: *[Signature]*
RETD/SECRETARY: *[Signature]* May 8, 2020
AT: 10:41 am, RECD BY: *[Signature]*

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

[Signature]
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish May 14, 2020

Public Notice

St. Charles Parish Public Schools Board Committee Meeting (Monday, April 27, 2020)
Generated by Shelly Babineaux on Wednesday, April 29, 2020

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

Meeting called to order at 4:58 PM

1. Opening Items

1.01 Call To Order

Board President C.H. "Sonny" Savoie called the meeting to order.

1.02 Roll Call

Superintendent Dr. Ken Derting was present with all Board members and Executive Staff present via video conference.

1.03 COVID-19 School System Update - Committee Meeting Only

Superintendent Dr. Ken Derting and Executive Staff members provided a school system update relative to the COVID-19 closures. No questions or discussions from the Board.

2. Curriculum, Instruction & Assessment Committee

2.01 Dr. Rodney Lafon Performing Arts Center Update - Committee Meeting Only

Melinda Bernard called the Curriculum, Instruction & Assessment Committee meeting to order. Director of the Dr. Rodney R. Lafon Performing Arts Center Chris Melohn and Director of Gifted, Talented, and the Arts Ginny Medina-Hamilton, provided a quarterly update. A discussion was held on monthly programs, recruiting professionals for technical educational programs and NOACCA performances.

2.02 Interim Adjustments to the Current Pupil Progression Plan Due to COVID-19 Emergency School Closure - Committee Meeting Only

Assistant Superintendent of Curriculum, Instruction and Assessment Erin Grenier and Director of Instructional Support Colleen Charles presented the Pupil Progression Plan adjustments due to the COVID-19 Emergency School Closure. Mr. Alexander asked about anticipated problems with seniors passing. Ms. Charles explained that it is based on Carnegie credits and schools are working with each student to make sure they know what is needed to graduate. Jay Robichaux motioned to adjourn; second by Dennis Naquin.

3. Risk Management & Insurance Committee

3.01 Wellness Program - Committee Meeting Only

Jay Robichaux called the Risk Management & Insurance Committee meeting to order. Chief Financial Officer Donna Post, Director of Risk Management and Benefits John Cain and Candice Knaps with Humana presented an update to the Board regarding the Go365 program. A discussion was held on Medicare participants, Option 1 vs. Option 2 and premiums of each. The Board directed Administration to move ahead with proposed Option 2 for the Go365 plan. Motion by Melinda Bernard; second by Art Aucoin to adjourn.

4. Personnel & Policy Committee

4.01 Proposal for Personnel Policies and Procedures Review

Mr. John Smith called the Personnel & Policy Committee to order.

Assistant Superintendent of Human Resources and Administrative Services Tresa Weber explained that the Personnel Policies and Procedures are extensive, have been impacted by changes in Louisiana law, and govern personnel matters and human resources practices. The District is requesting acceptance of a proposal from Forethought Consulting, Inc. who specializes in helping school boards manage policies and procedures manuals and has submitted a proposal to conduct the review in two phases. With no discussion, this item will be on the April 29, 2020 Board meeting agenda.

4.02 Personnel Items

Assistant Superintendent of Human Resources and Administrative Services Tresa Weber reviewed the personnel items with the Board as presented. This item will be on the April 29, 2020 Board meeting agenda.

Motion by Jay Robichaux; second by Dennis Naquin to adjourn.

5. Finance & Audit Committee

Mr. Sufferin called the Finance & Audit Committee meeting to order.

Before going over the Finance & Audit Committee items, Mr. Sufferin discussed the recent Budget Review Committee meeting with the Board and referenced a chart he shared with the Board. A discussion was held on the CARES act, additional cost increases and decreases due to COVID-19 and the LPAC endowment fund.

Motion by Jay Robichaux; second by Dennis Naquin to move this item to the April 29, 2020 Board meeting table.

5.01 Request for Proposal Acceptance - Child Nutrition Program Contracted Pizza and Delivery Service

5.02 Request for Proposal Acceptance - Bus Washing and Detail Services

5.03 Bid Acceptance - Child Nutrition Program Bread and Bread Products

5.04 Bid Acceptance - Child Nutrition Program Milk and Milk Products, Frozen Foods Products, and Processed Food Products

5.05 Bid Acceptance - Child Nutrition Program Supplies

5.06 Bid Acceptance - Small Cafeteria Equipment

5.07 Bid Acceptance - Large Kitchen Equipment

Director of Ancillary Services Tresa Brown presented items 5.01 through 5.07. With no objections, these 7 items will be moved to the April 29, 2020 Board meeting table.

5.08 Selection of Audit Firm for Financial Audit

Chief Financial Officer Donna Post reviewed the School Board's contract for auditing services with Postlethwaite & Nettterville, which ended with the completion of the FY2019 audit. Therefore, it was necessary to solicit proposals for FY2020-FY2022. Proposals were received from four certified public accounting firms. The proposal from LaPorte CPAs & Advisors received the highest rating in the evaluation process and is the recommendation to the Board from Administration. A discussion was held. This agenda item will be on the April 29, 2020 Board meeting agenda.

5.09 Accounts Payable for the month of March 2020

With no discussion or objections, the Accounts payable item will be on the April 29, 2020 Board meeting agenda.

Motion by Jay Robichaux; second by Dennis Naquin to adjourn.

6. Closing Items

6.01 Meeting Adjourn

Motion by John W Robichaux, second by Dennis J Naquin;
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

Publish May 14, 2020

Public Notice

St. Charles Parish Public Schools Board Meeting (Wednesday, April 29, 2020)
Generated by Shelly Babineaux on Wednesday, April 29, 2020

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

Meeting called to order at 6:28 PM

1. Opening Items

1.01 Call To Order

1.02 Pledge of Allegiance

JHS Senior and District High School Student of the year Tatum Douglas, led us in a prayer via zoom before the pledge.

Mr. Al Sufferin led the Pledge of Allegiance.

1.03 Roll Call

Superintendent Dr. Ken Derting was present and all Board Members were present via Zoom.

2. Resolutions/Proclamations

2.01 State Superintendent for Education Resolution

Approve the State Superintendent for Education Resolution.

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

2.02 School Library Month Proclamation

Accept the School Library Month Proclamation.

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

2.03 2020 National Teacher Appreciation Week Proclamation

Accept the 2020 National Teacher Appreciation Week Proclamation.

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

2.04 2020 National School Nurses Week Proclamation

Accept the 2020 National School Nurses Week Proclamation.

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

3. Business Items

3.01 Minutes, March 16, 2020 Special COVID-19 meeting, March 23, 2020 Committee Meetings, March 25, 2020 Board Meeting and April 1, 2020 special Insurance meeting.
Approve the minutes of the March 16, 2020 Special COVID-19 Meeting, March 23, 2020 Committee Meetings, March 25, 2020 Regular Board Meeting and April 1, 2020 Special Insurance Meeting as presented to the Board.

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

3.02 Proposal for Personnel Policies and Procedures Review

Approve the proposal for Personnel Policies and Procedures review from Forethought Consulting, Inc. at a cost of \$16,800.

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

3.03 Personnel Items

Approve the personnel items as presented to the Board.

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

3.04 Request for Proposal Acceptance - Child Nutrition Program Contracted Pizza and Delivery Service
Accept the proposal from RPM Pizza-Domino's for Child Nutrition Program contracted pizza and delivery service at an approximate cost of approximately \$125,000.

Motion to consent agenda items 3.04 through 3.10
Motion by John L Smith, second by Dennis J Naquin.
Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

Motion to **approve items 3.04 through 3.10.**
Motion by Ellis A Alexander, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufirin
3.05 Request for Proposal Acceptance - Bus Washing and Detail Services.
Accept the proposal from A. B. W. Auto Detailing Enterprises for bus washing and detail services at a cost of approximately \$146,547.20.
Motion by Ellis A Alexander, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufirin
3.06 Bid Acceptance - Child Nutrition Program Bread and Bread Products
Accept the bids submitted by Powers Baking Co. of New Orleans and Bread Biz (Leidenheimer) for bread and bread products at an approximate cost of \$45,000.
Motion by Ellis A Alexander, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufirin
3.07 Bid Acceptance - Child Nutrition Program Milk and Milk Products, Frozen Foods Products, and Processed Food Products
Accept the lowest bids submitted by Gordon's Dairy for milk and milk products, Diamond Food Distributors and S&W Wholesale Foods for frozen foods products, and Cook Me Something Master, Diamond Food Distributors and S&W Wholesale Foods for processed foods products at an estimated cost of \$1,298,661.46.
Motion by Ellis A Alexander, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufirin
3.08 Bid Acceptance - Child Nutrition Program Supplies
Accept the lowest bid submitted by Empsonical International for Child Nutrition Program supplies at an approximate cost of \$175,000.
Motion by Ellis A Alexander, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufirin
3.09 Bid Acceptance - Small Cafeteria Equipment
Accept the lowest bids for small cafeteria equipment as recommended at a cost of approximately \$6,530.03.
Motion by Ellis A Alexander, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufirin
3.10 Bid Acceptance - Large Kitchen Equipment
Accept the lowest bids for large kitchen equipment as recommended at an approximate cost of \$169,095.87.
Motion by Ellis A Alexander, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufirin
3.11 Selection of Audit Firm for Financial Audit
Approve the proposal from LaPorte CPAs & Advisors for financial auditing services at a cost of \$51,000.
Motion by Ellis A Alexander, second by Alex L Sufirin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufirin
3.12 Accounts Payable for the month of March 2020
Approve the accounts payable for the month of March 2020 as presented:

COST	
General Fund	\$1,675,722
Special Revenue Funds	458,965
Capital Projects	233,591
Debt Service Fund	0
GRAND TOTAL	\$ 2,368,296

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

4. Closing Items

4.01 Standing Committee Reports
Melinda Bernard reported on the Curriculum, Instruction & Assessment Committee meeting.
Al Sufirin gave the Finance & Audit Committee report and read the title of agenda items 3.04 through 3.10 which were voted on by consent agenda tonight.
Jay Robichaux gave the Risk Management and Insurance Committee report.
The Personnel & Policy Committee report was given by John Smith.
Dennis Naquin reported on Capital Improvements.

4.02 Superintendent's Report

1. Graduations
Hahnville High School and Destrehan High School graduations have been rescheduled to July 11th at the Pontchartrain Center pending approval to gather from government and health officials. Destrehan High School is tentatively scheduled for 1:00 and Hahnville High School's for 6:00 on July 11th.
2. Ring Nights
10th Destrehan and Hahnville High School ring nights have been rescheduled to September of 2020 at the Lafon Performing Arts Center.
3. Student Recognition
Both high schools are finalizing plans for awards and scholarships through a formal video and additional forms of student recognition through social media. All schools across the district are also finalizing their plans to recognize students for their achievements throughout the year. When plans are complete, each school will notify their families and students of such.
4. Meal Distributions
Meal distributions at the Dr. Rodney R. Lafon Performing Arts Center will continue every Tuesday from 11-12:30 via curbside pickup through May 26 th. We will continue to distribute student meals until May 26 th. Families will continue to be able to obtain enough meals for the entire week as they include a shelf-stable breakfast and refrigerated or frozen lunch. An ID is not required to pick-up meals, and students do NOT need to be present.
5. Phase III Online Learning
Phase III of At-Home Learning has begun for all schools. This learning is essential for assisting students with mastering grade-level standards, course requirements, and for high school students, earning their course credit. Please continue to reference the Family Handbook for specific guidance on grade calculations and end of course dates and communicate with teachers regarding any questions you may have. As a school system, we recognize the struggles some families have regarding access and facilitation of online learning. We are here to support you. Please reach out to your child's teacher or school administration. They are working so diligently hard to ensure students are learning through these circumstances and will provide assistance to support you and your child.

Finally, please continue to monitor our social media pages including Facebook, Instagram, and Twitter for important updated information related to school closures, meal distributions, online learning, awards recognitions and weekly updates. All stakeholders can access our regularly updated FAQs on our district website at www.stcharles.k12.la.us/coronavirus. We look forward to seeing our students, families, and employees but thank all stakeholders for their continued patience and understanding during these unique times.

4.03 Informational Items

4.04 Meeting Adjourn

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

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