

**ST. CHARLES PARISH PUBLIC NOTICES**



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985-783-5000  
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**Public Notice**

**River Parishes Workforce Investment Act Local Plan Adjustment/Extension**

Under State Planning Guidance, River Parishes WIOA 14 Job Training Agency has completed the Local Workforce Investment Act Plan Adjustment/Extension for Program Year 2020-2024. This Local Plan Adjustment/Extension is available for review in the following Office:

737 Paul Maillard Rd. Suite 1A, Luling LA 70070

All comments or questions regarding the Local Plan Adjustment/Extension must be submitted in writing to River Parishes LWIOA 14 American Job Centers, P.O. Box 1010 Hahnville, LA 70057, or email [tscoff@stcharlesgov.net](mailto:tscoff@stcharlesgov.net) no later than November 19, 2020. A Public Hearing will be held at the next Workforce Investment Board meeting.

Publish: October 8, 16, 22, 29, November 5, 12, 2020

**Public Notice**

**REQUEST FOR QUALIFICATIONS**

Notice is hereby given that the Port of South Louisiana is requesting submittal of qualification statements from engineering firms interested in performing engineering services for one or more of the following projects for the Port of South Louisiana Executive Regional Airport located in Reserve, LA:

- Airport Master Plan
- Obstruction mitigation Runway 17
- New 12,000 gallon AvGas tank/dispenser
- Drainage Improvements
- Taxiway/Apron Reseal
- Crossover Culverts
- Parking Lot Expansion
- Airport Road Improvements
- Airport Security and Wildlife Fencing
- Environmental Assessment for Drainage and Levee Relocation
- East Parallel Taxiway Relocation
- Taxiway Marker and Lighting Improvement
- Airport Lighting Improvements
- Runway 17/35 Widening
- New FBO Terminal
- Terminal Apron Construction
- General Aviation Hangar Development, Design and Construction
- T-Hangar Development, Design and Construction
- Apron Lighting
- Taxiway Extension and Access Improvements
- Obstruction Removal Runway 17/35
- Terminal Apron and Taxiway Pavement Rehabilitation
- and other tasks and projects as deemed necessary by the Port of South Louisiana.

**SCOPE OF PROJECT:** The proposed design and construction of the above projects at Port of South Louisiana Executive Regional Airport performed as funds become available.

**TERM:** 3 Years

**RENEWAL:** Port shall have the option to extend professional service agreement for (2) additional one(1) year period.

**SCOPE OF SERVICES:** The scope of services could include planning, topographic surveys and preliminary investigations, preparation of preliminary and final construction plans, specifications, cost estimates, construction administration and management, resident inspection and other special services.

**GENERAL:** Firms interested in performing these services shall furnish statements of qualifications on Standard Form 330. Interested firms may obtain Form 330 from the Port of South Louisiana, LADOTD Aviation, or online. The criteria and weighting factors to be used by the Selection Committee in evaluating responses will be as follows:

1. Having the necessary airport experience, organization, technical and managerial staff, and the facilities to carry out the anticipated work (30%).
2. Having an adequate past record of performance on similar airport projects, verifiable through references (25%).
3. Having familiarity with the Port South La Executive Regional Airport and the surrounding area (20%).
4. Having the financial and personnel resources for the performance of the Contract, or the ability to obtain such resources (15%).
5. Being an Equal Opportunity Employer and otherwise qualified by law to enter into a contract such as this (5%).
6. Having familiarity with both Federal and State rules and regulations as it pertains to Disadvantage Business Enterprise (DBE) (5%)

The successful firm will be required to execute a standard contract. The statement of qualifications Form 330 shall be submitted electronically to [www.centralbidding.com](http://www.centralbidding.com) or mailed or delivered to the Port of South Louisiana, 171 Belle Terre Boulevard, Laplace, LA 70068, no later than November 2, 2020 at 11 a.m. The Port of South Louisiana assumes no liability in late or lost delivery of qualification packages.

Questions regarding this project should be addressed to Lisa Braud, Director, Port of South Louisiana Executive Airport 985-212-1712. Firms wishing to apply must submit a fully completed SF330 Form. Failure to provide all information requested might result in the submission being considered nonresponsive and the firm will not be given a final score in the evaluation process. The Port of South Louisiana assumes no liability in late or lost delivery of qualification packages.

Paul G. Aucoin, Executive Director  
Port of South Louisiana

Publish: October 1, 8 & 15, 2020

**Public Notice**

**ST. CHARLES PARISH SCHOOL BOARD**

**ADVERTISEMENT FOR BID**

Sealed bids will be received by the St. Charles Parish School Board, 13855 River Road, Luling, Louisiana 70070, online at [www.stcharles.k12.la.us](http://www.stcharles.k12.la.us) under quick links (online bids, RFP's, etc.) until 9:00 A.M., Wednesday October 28, 2020, **on TWO (2) NEW (2021) 65 PASSENGER BODY AIR CONDITIONED SCHOOL BUSES.**

Additional information and specifications will be furnished free of charge to prospective bidders upon request by contacting Laurence Drouant at the St. Charles Parish School Board Transportation Department, 13855 River Road, Luling, Louisiana 70070, by phone at (985) 785-7202, or by email at [ldrouant@stcharles.k12.la.us](mailto:ldrouant@stcharles.k12.la.us)

Each bid shall be sealed in an envelope with the Bidder's name and address indicated in the upper left-hand corner and clearly marked on the outside as follows, **"BID ON TWO (2) NEW (2021) 65 PASSENGER BODY AIR CONDITIONED SCHOOL BUSES."** ALL BIDS SHALL BE EITHER HAND DELIVERED, SENT BY REGISTERED OR CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED OR SUBMITTED ONLINE AT [www.stcharles.k12.la.us](http://www.stcharles.k12.la.us) UNDER QUICK LINKS (ONLINE BIDS, RFP'S, ETC.)

At time and place stated above, all bids on hand will be publicly opened and read aloud. Any bid received after date and hour shown above will be returned unopened to the bidder.

**EACH SEALED BID SHALL BE ACCOMPANIED BY A BID BOND, CERTIFIED CHECK, CASHIER'S CHECK, OR MONEY ORDER IN THE AMOUNT OF NOT LESS THAN 5% OF THE TOTAL BID SHOWN ON THE BID FORM. BIDS WILL NOT BE CONSIDERED UNLESS THE REQUIRED CHECK OR BID BOND IS ATTACHED.**

The St. Charles Parish School Board reserves the right to reject any and all bids, and to waive all informalities.

ST. CHARLES PARISH SCHOOL BOARD  
Ken Oertling, Superintendent  
13855 River Road  
Luling, Louisiana 70070

\*\*\*\*\*

To be published in the ST. CHARLES HERALD-GUIDE three (3) times as follows:

- 1<sup>st</sup> Printing - October 1, 2020
- 2<sup>nd</sup> Printing - October 8, 2020
- 3<sup>rd</sup> Printing - October 15, 2020

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**Sheriff's Sale**

**SHERIFF'S SALE**

**SHERIFFS OFFICE**

Suit No: (45) 88294-D

Date: **Tuesday, October 6, 2020**  
**TOWD POINT MORTGAGE TRUST 2017-1, U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE**

VS  
**ESTATE OF BELINDA DOUGLAS OLIVER**

**GREG CHAMPAGNE, SHERIFF**

P.O. Box 426

HAHNVILLE, LA 70057

Parish of St. Charles

29th Judicial District Court

State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, SEPTEMBER 11, 2020, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, NOVEMBER 18, 2020, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana in that part thereof known as RIVERVIEW ESTATES IN Section 41., Township 12 South, Range 9 East, pursuant to an Act of Dedication by T.L.C. Builders, Inc., to St. Charles Parish of the resubdivision of portions of Tracts 8 and 9 East, as shown on a plan of resubdivision of J.J. Krebs and Sons, Inc., dated dated January 10, 1983, creating the Riverview Estates" a print of which is annexed to the Act of Dedication by T.L. C Builders, Inc. to St. Charles Parish, before Andrew M. Price, Notary Public and designated as LOT 58, RIVERVIEW ESTATES, which said Portion of ground is described on that plat by J. J. Krebs & Sons, dated January 10, 1983 and further in those individual surveys of said lot by Lucien C. Gassen, Land Surveyor, dated February 9, 1984 and all as more fully shown on survey of Gilbert Kelly & Couturie, Inc., dated May 11, 1989. (the "Property") And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of NINE-TY-ONE THOUSAND NINE HUNDRED NINETY AND 30 / 100 (\$91,990.30) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR

ST. CHARLES PARISH

PUBLISH ON: **October 15, 2020**

**November 12, 2020**

ATTORNEY FOR PLAINTIFF:

**Cris Jackson**

**1010 Common St, Ste 1800**

**New Orleans, LA 70112**

**504-581-9444**

**SCSO-CIV-209-0402**

**Public Notice**

**ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT**

The St. Charles Parish, Zoning Board of Adjustment will meet on October 15, 2020 at 7:00 p.m. to hear: **2020 53 ZBA Kelvin Gros, Gros Estates, LLC** to reduce area requirement for Lots 9 & 11, Block A, Subdivision of Lot "C" Good Hope Plantation, **322 Clayton Dr, Norco**. Zoning District R-1A, Council District 6.  
**ALTERNATE DATE: 10/22/2020**  
**PUBLISH 10/1, 10/8, 10/15**

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Additional information and specifications will be furnished free of charge to prospective bidders upon request by contacting Laurence Drouant at the St. Charles Parish School Board Transportation Department, 13855 River Road, Luling, Louisiana 70070, (985) 785-7202 or by email at [ldrouant@stcharles.k12.la.us](mailto:ldrouant@stcharles.k12.la.us)

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Additional information and specifications will be furnished free of charge to prospective bidders upon request by contacting Laurence Drouant at the St. Charles Parish School Board Transportation Department, 13855 River Road, Luling, Louisiana 70070, by phone at (985) 785-7202, or by email at [ldrouant@stcharles.k12.la.us](mailto:ldrouant@stcharles.k12.la.us)

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**Public Notice**

**PUBLIC NOTICE**

**ST. CHARLES PARISH  
2020 PROFESSIONAL SERVICES  
REQUEST FOR QUALIFICATIONS  
(SUPPLEMENTAL - OCTOBER 2020)**

St. Charles Parish is issuing a Request for Qualifications (RFQs) from individuals and/or firms interested in providing services in the following categories:

Appraisal Services	Geotechnical	Roadway/Highway
Architecture	Hydrogeology	SCADA/Telemetry
Bridge	Levees	Sewer/Wastewater
Construction Management	Mechanical	Structures
Drainage Conveyance	Permitting	Surveying
Drainage Pump Stations	Potable Water	Testing Lab Services
Electrical Services	Real Estate Acquisition	Traffic/Transportation Planning
Environmental	Recreational Planning	

Please be advised that this solicitation is to supplement the current list of prequalified firms for use on Parish projects. **ONLY INDIVIDUALS AND/OR FIRMS WHO DID NOT SUBMIT A RESPONSE TO THE RFQ DUE ON APRIL 30, 2020 SHOULD SUBMIT.** All Individuals and/or Firms who responded to the RFQ due April 30, 2020 will remain on the list of qualified firms until January 2022. If a firm who responded to the RFQ due April 30, 2020 wishes to add services not included in their original response, a new RFQ with the new services should be submitted. Firms who apply shall indicate which categories in which they wish to be qualified. If qualified under this supplemental request, A Firm will be placed on the list for the categories for which they qualify.

The minimum requirements for selection shall be as follows:

1. The firm must have a minimum of 5 years of experience in providing the professional services for each category in which they wish to qualify.
2. The firm must hold all licenses necessary to legally provide the related services in the State of Louisiana.
3. The lead Professional for each category must be a licensed Professional in that area with a minimum of 10 years of experience in the category in which he/she will be the person in responsible charge.
4. For each classification in which the firm requests to be qualified, examples of 3 to 5 projects completed by the firm in the local area should be provided.
5. In addition to the lead Professional, resumes for any key staff who will be responsible for the work should be provided.

For further information, please contact Miles B. Bingham, Director of Public Works/Wastewater at (985) 331-2624. All appropriate forms (Submission Instructions and the Questionnaire Document) can be obtained from the St. Charles Parish Website or from the St. Charles Parish Public Works/Wastewater Office at 100 River Oaks Drive, Destrehan, LA 70047.

The office hours for the St. Charles Parish Department of Public Works/Wastewater are 7:30 AM to 4:30 PM on Monday through Thursday and 7:30 AM to 12:00 Noon on Friday.

Interested firms must submit one (1) marked original, three (3) copies, and an electronic scanned PDF file (on either DVD or USB thumb drive) of their submission to the St. Charles Parish Public Works/ Wastewater Office no later than 10:00 AM on Friday, October 30, 2020.

All submittals must be in a binder or be bound along the left edge.

Submittals must be delivered in a sealed package and labeled as follows:

**St. Charles Parish 2020 Professional Services Request for Qualifications  
(Supplemental - October 2020)**  
 Name of Firm  
 License Number  
 Address of Firm  
 Contact Name  
 Contact Phone Number  
 Contact Email Address

**Publish:** St. Charles Herald-Guide  
 St. Charles Parish Website  
 The Times Picayune/New Orleans Advocate  
 Advocate (Baton Rouge)

**Dates:** Thursday, October 1, 2020  
 Thursday, October 8, 2020  
 Thursday, October 15, 2020

**Public Notice**

29<sup>TH</sup> JUDICIAL DISTRICT COURT

PARISH OF ST. CHARLES

STATE OF LOUISIANA

**AMENDED EMERGENCY CLOSURE ORDER  
HURRICANE DELTA**


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

Whereas, the local governing authority has ordered the closure of all governmental buildings, including the St. Charles Parish Courthouse.

IT IS HEREBY ORDERED that the 29<sup>th</sup> Judicial District Court for the Parish of St. Charles shall be closed on Friday, October 9, 2020. Resumption of normal operations during regular business hours on Monday, October 12, 2020 shall be contingent upon weather conditions and infrastructure impact from the tropical weather system. Litigants, court staff, members of the Bar, and the general public should monitor [www.29thjdc.org](http://www.29thjdc.org) for further information.

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

Hahnville, Louisiana this 8<sup>th</sup> day of October 2020.

  
 Timothy S. Marcel  
 Clerk Judge

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

Publish: October 15, 2020

**Sheriff's Sale**

SHERIFF'S SALE  
 SHERIFF'S OFFICE  
 Suit No: (45) 88143-D  
 Date: Wednesday, September 30, 2020  
**SPECIALIZED LOAN SERVICING LLC VS**  
**PATRICIA BRUGIER, INDEPENDENT EXECUTRIX FOR THE SUCCESSION FOR MARGARET BUTTON A/K/A MARGARET LAMBERT BUTTON GREG CHAMPAGNE, SHERIFF**  
 P.O. Box 426  
 HAHNVILLE, LA 70057  
 Parish of St. Charles  
 29<sup>th</sup> Judicial District Court  
 State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29<sup>TH</sup> JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, AUGUST 4, 2020, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, NOVEMBER 18, 2020, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN LOT OR PORTION OF GROUND, TOGETHER WITH ALL THE IMPROVEMENTS THEREON, AND ALL THE RIGHTS, WAYS, PRIVILEGES, SERVITUDES AND ADVANTAGES THEREUNTO/BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE VILLAGE OF NORCO, PARISH OF ST. CHARLES, STATE OF LOUISIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: ACCORDING TO A PLAN OF "THE SUBDIVISION OF A PORTION OF LOT "F" MADE BY E. M. COLLIER, CIVIL ENGINEER, DATED MAY 1946, THE LAND HEREIN CONVEYED IS DESIGNATED BY THE LOT NUMBER SIX (6) AND HAS A WIDTH OR FRONT OF FIFTY (50) FEET ON A FORTY FOOT ROAD, BY A DEPTH OF ONE HUNDRED TWENTY FIVE (125) FEET BETWEEN EQUAL AND PARALLEL LINES, THE LAND HEREIN CONVEYED IS BOUNDED AS FOLLOWS: IN FRONT BY THE FORTY FOOT ROAD HEREIN-BEFORE MENTIONED, IN THE REAR BY PROPERTY NOW OR FORMERLY BELONGING TO PAUL N. J. BOSSIER, ET ALS, OR LOT "G" OF THE ORIGINAL GOOD HOPE PLANTATION, ON ONE SIDE BY LOT NO. FIVE (5) AND ON THE OTHER SIDE BY LOT NO. SEVEN (7) ACCORDING TO A SURVEY OF R. P. BERNARD, LAND SURVEYOR, DATED MAY 13, 1986, SAID PORTION OF GROUND IS DESIGNATED AS LOT 6, AND COMMENCES: 237.5 FEET FROM THE CORNER OF FIRST AND ST. CHARLES STREETS, AND MEASURES THENCE 62.5 FEET FRONT ON ST. CHARLES STREET, SAME WIDTH IN THE REAR, BY A DEPTH OF 128.8 FEET BETWEEN EQUAL AND PARALLEL LINES; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **THIRTY-THREE THOUSAND THIRTY AND 68/100 (\$33,030.68) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges. **TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.** GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH  
**PUBLISH ON: October 15, 2020  
 November 12, 2020  
 ATTORNEY FOR PLAINTIFF:  
 Ashley E. Morris  
 1505 North 19th Street  
 P.O. Box 2867  
 Monroe, LA 71207-2867  
 318-388-1440  
 SCSO-CIV-209-0402**

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: Spitalé's Deli at Cypress Lakes 10 Villere Drive Destrehan, Louisiana 70047 Member: Brent Spitalé, Owner

PUBLISH: October 15 & 22, 2020

Sheriff's Sale

SHERIFFS SALE SHERIFFS OFFICE Suit No: (45) 86106-D Date: Tuesday, October 6, 2020 GRAND AVENUE MORTGAGE LOAN TRUST 2017-RPL1 VS UNOPENED SUCCESSION OF LESLIE JEFFERSON, SR., AND HEIRS OF GUSTAVIA JEFFERSON GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, MAY 20, 2020, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, NOVEMBER 18, 2020, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: All that certain parcel of land in St. Charles Parish, Louisiana, as more fully described in Book COB 118, Page 228, being known and designated as LOT 24, Square "E", of PRESTON HOLLOW SUBDIVISION, as per plan thereof prepared by J.J. Krebs and Sons, Inc., dated October 16, 1968. Being the same property conveyed by fee simple deed from Secretary of Housing and Urban Development to Leslie Jefferson, Sr. and Gustavia Chambers Jefferson, (nee Chambers), husband and wife, dated May 7, 1971, and recorded November 2, 1971, in Book COB 118, Page 228 in St. Charles Parish records, State of Louisiana. Said property has a municipal address of 543 Mockingbird Lane, St. Rose, LA. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: SEVENTY-NINE THOUSAND TWO HUNDRED NINETY-SIX AND 54/100 (\$79,296.54) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges. TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: October 15, 2020 November 12, 2020 ATTORNEY FOR PLAINTIFF: Daniel A Reed 8550 United Plaza Blvd. Baton Rouge, LA 70809 SC50-CIV-209-0402

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:

- Jack P. Lacava (Destrehan Heights Subd.) Lot 1 (200 Destrehan Drive) Nature of violation: Grass cutting & removal of debris
Wendell R. Frazier Lot 3A (412 Kennedy Street) Nature of violation: Grass cutting & removal of debris
Monsanto Company (Ellington Pltn. -Luling- RIV) Lot 1100 (12501 River Rd.) Nature of violation: Grass cutting & removal of debris
Vincent James Perrin (Magnolia Ridge Park) Lot 12 (101 Sharon Ave) Nature of violation: Grass cutting & removal of debris
Leroy Hensley (Magnolia Ridge Park) Lot 16 (448 Sharon Ave.) Nature of violation: Grass cutting & removal of debris
Frank Est. Rousseau (Elkinsville Subd. (St. Rose) Lot 22 (277 Fourth Street) Nature of violation: Grass cutting & removal of debris
Quinton P. Mayux (116 South Bayou Estates Drive) Lot 18 (14910 Hwy 90) Nature of violation: Grass cutting & removal of debris
Madison Owens (Ama-Mary V. Nelson) Lot 22 (125 Griffin Drive) Nature of violation: Grass cutting & removal of debris
Shawn Andrew Bosarge (Coronado Park Subd.) Lot 31 (306 Desoto Drive) Nature of violation: Grass cutting & removal of debris

PUBLISH: October 15, 2020

Public Notice

RESOLUTIONS ADOPTED AT THE MEETING OF SEPTEMBER 8, 2020, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.

St. Charles Parish Meeting Minutes Parish Council Final Council Chairman Dick Gibbs Councilmembers Holly Fonseca, La Sandra Darenbourg Gordon, Mary K. Clulee, Nicky Dufrene, Marilyn B. Bellock, Bob Fisher, Julia Fisher-Perrier
Tuesday, September 8, 2020 6:00 PM Council Chambers, Courthouse
ATTENDANCE Present: 8- 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 Jowell, Legal Services Director Corey Dubra, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamons, Chief Operations Officer Darin Duha, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Duasom, Public Works/Wastewater Director Miles Bingham, Planning & Zoning Director Michael Albert, Justin Robert, Public Information Officer
CALL TO ORDER Meeting called to order at 6:01 pm.
PRAYER Kathleen Collins, Executive Board Daughters of the American Revolution
PLEDGE Sheila Curry, Executive Board Daughters of the American Revolution
APPROVAL OF MINUTES A motion was made by Councilmember Fonseca, seconded by Councilmember Darenbourg Gordon, to approve the minutes from the regular meeting of July 27, 2020 and the regular meeting of August 10, 2020. The motion carried by the following vote:
Yea: 8- Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0
SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)
2020-0251 Tribute: Honorable Wendy Benedetto, Councilwoman-At-Large, Division A
Sponsors: Ms. Fisher-Perrier, Ms. Fonseca, Ms. Darenbourg Gordon, Ms. Clulee, Mr. Gibbs, Mr. Dufrene, Ms. Bellock and Mr. Fisher
Wendy Benedetto was not able to attend; her tribute will be rescheduled at a later date.
Deferred
2020-0261 A resolution to appoint a member to the St. Charles Parish Council to fill the vacancy created by the resignation of At-Large, Division A Councilwoman Wendy Benedetto.
Sponsors: Ms. Fonseca, Ms. Darenbourg Gordon, Ms. Clulee, Mr. Gibbs, Mr. Dufrene, Ms. Bellock, Mr. Fisher and Ms. Fisher-Perrier
Reported: St. Charles Parish Council Recommended: Approval
Nominee: Councilwoman Fisher-Perrier nominated Mr. Buddy Gary Boe
Councilwoman Fonseca nominated Ms. Beth Billings
Nomination(s) Accepted
A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fonseca to Close Nomination(s) for File No. 2020-0261. The motion carried by the following vote:
Yea: 8- Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0
Nomination(s) Closed
VOTE ON THE APPOINTMENT OF MR. BUDDY GARY BOE
Yea: 3- Darenbourg Gordon, Bellock and Fisher-Perrier
Nay: 4- Fonseca, Clulee, Dufrene and Fisher
Abstain: 1- Gibbs

Confirm appointment Failed

VOTE ON THE APPOINTMENT OF MS. BETH BILLINGS

Yea: 4- Fonseca, Clulee, Dufrene and Fisher
Nay: 3- Darenbourg Gordon, Bellock and Fisher-Perrier
Abstain: 1- Gibbs

Confirm appointment Failed - vote must be by at least a majority vote of the remaining members

Chairman Gibbs stated that File No. 2020-0261 will be voted on again at the next regularly scheduled Council Meeting on September 21, 2020.

2020-0256

Proclamation: "Constitution Week"

Sponsors: Mr. Jewell
Read

2020-0257

Proclamation: "National Child Passenger Safety Week" and "National Seat Check Saturday"

Sponsors: Ms. Darenbourg Gordon
Read

2020-0262

Proclamation: "Need to Feed Month in St. Charles Parish"

Sponsors: Mr. Gibbs
Read

2020-0263

A resolution providing for canvassing the returns and declaring the results of the special election held in the Parish of St. Charles, State of Louisiana, on Saturday, August 15, 2020, to authorize the renewal of special taxes (911 renewal, Road Lighting renewal, Library continuation) therein.

Sponsors: Mr. Jewell and Bond Counsel
Reported: Bond Counsel Recommended: Approval
Finance Director Grant Duasom spoke on the matter.

Public comment opened, no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 8- Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0

Enactment No: 6512

2020-0254

Local Board of Review - 2020 Assessment - Regular Meeting, September 21, 2020, 6PM, Council Chambers, Courthouse

Sponsors: Mr. Gibbs
September 11 - 25, Parish Council Review Period
Announced

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2020-0255

Department of Finance

Finance Director Grant Duasom introduced Ms. Amy Verbeine, CPA with Carr, Riggs & Ingram, LLC to present audit report.

Ms. Amy Verbeine, CPA with Carr, Riggs & Ingram, LLC spoke on the matter. Councilwoman Clulee spoke on the matter.

Reported

2020-0246

Library Board of Control

File No. 2020-0246 deferred until a later date.

Deferred

2020-0260

German Coast Farmers' Market

Ms. Ann Montgomery, Board Member

Reported

2020-0248

Parish President Remarks/Report

Sponsors: Mr. Jewell

Councilwoman Bellock spoke on the matter. Parish President Matthew Jewell spoke on the matter. Director of Communications Samantha de Castro spoke on the matter. Councilwoman Fonseca spoke on the matter. Councilwoman Darenbourg Gordon spoke on the matter. Public Works/Wastewater Director Miles Bingham spoke on the matter. Councilman Fisher spoke on the matter.

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, SEPTEMBER 21, 2020, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2020-0240

An ordinance to amend the Code of Ordinances to revise Chapter 15 Motor Vehicles and Traffic, Section 15-9, Speed Limits (a) (61) to include First Street, Second Street, Fourth Street, and Short Street in St. Rose to lower the speed limit to Fifteen (15) miles per hour.

Sponsors: Ms. Bellock

Publish/Scheduled for Public Hearing to the Parish Council on September 21, 2020

2020-0242

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-1 to R-1A and C-2 on approximately 83 acres in New Sarpy, as requested by Victoria Estates, LLC for Gore-St. Charles, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on September 21, 2020

2020-0243

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Sections III, and VI.A.[] 1. a., to add Historic Home Site Bed and Breakfast to permitted uses in the Open Land zoning district.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on September 21, 2020

2020-0244

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Section XV.D to rezoning requests to meet a minimum of two (2) rezoning guidelines and criteria in order to receive a recommendation for approval from Planning Staff.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on September 21, 2020

2020-0250

An ordinance to approve and authorize the execution of a contract with BLD Services, LLC, for Parish Project No. S170601 Luling Oxidation Pond Rehabilitation and Upgrades, with a Bid in the amount of \$6,646,555.00.

**Sponsors:** Mr. Jewell and Department of Wastewater

**Publish/Scheduled for Public Hearing to the Parish Council on September 21, 2020:**

**2020-0252**

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-3 on a 8,644 square foot area consisting of Lots 1 and 2, Square M, Good Hope Subdivision, municipal address 400 Apple Street, Norco, as requested by C & J Re Investors, LLC.

**Sponsors:** Mr. Jewell and Department of Planning & Zoning

**Publish/Scheduled for Public Hearing to the Parish Council on September 21, 2020**

**2020-0253**

An ordinance to approve and authorize the execution of Amendment No. 1 to the Cooperative Endeavor Agreement by and between St. Charles Parish and St. Charles Community Health Center, Inc., Ordinance No. 10-11-17, to extend the Agreement for the term of the Millage for Public Health Unit facilities.

**Sponsors:** Mr. Jewell

**Publish/Scheduled for Public Hearing to the Parish Council on September 21, 2020**

**2020-0258**

An ordinance to approve and authorize the execution of an engineering services agreement with Barowka and Bonura Engineers & Consultants (BBEC), LLC for providing all necessary services for the Ormond Railroad Culverts Project (P200801).

**Sponsors:** Mr. Jewell and Department of Public Works

**Publish/Scheduled for Public Hearing to the Parish Council on September 21, 2020**

**2020-0264**

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-3 to R-1A on Lots G-1-A and G-1-B, Almedia Plantation Subdivision, approximately 46.5 acres in St. Rose, as requested by Rhino Enterprises, Inc.

**Sponsors:** Mr. Jewell and Department of Planning & Zoning

**Publish/Scheduled for Public Hearing to the Parish Council on September 21, 2020**

**2020-0265**

An ordinance to approve and authorize the Parish President to execute a Lease agreement with D.J.V., LLC for the River Parishes Workforce Development Board Office in St. Charles Parish.

**Sponsors:** Mr. Jewell and General Government Buildings

**Publish/Scheduled for Public Hearing to the Parish Council on September 21, 2020**

**2020-0266**

An ordinance to approve and authorize the Parish President to execute a Lease agreement with Raven Land, LLC for the County Agent's Office in St. Charles Parish.

**Sponsors:** Mr. Jewell and General Government Buildings

**Publish/Scheduled for Public Hearing to the Parish Council on September 21, 2020**

**ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED**

**2020-0182**

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 6 Buildings and Building Regulations, Article II, Section 6-14 Permit Application to establish a process for analyzing the impact of traffic generated by new development by adding part (n) Traffic Impact Analysis.

**Sponsors:** Mr. Jewell and Department of Planning & Zoning

**Remained Tabled**

**RESOLUTIONS**

**2020-0249**

A resolution providing supporting authorization to endorse the approval of a revised Preliminary Plat for Esperanza Business Park Phase II, with waivers from the maximum block length, as requested by Esperanza Land, LLC.

**Sponsors:** Mr. Jewell and Department of Planning & Zoning

**Reported:** P & Z Department Recommended: Approval w/ stip. Approval with a waiver from the requirement for block length.  
**Planning Commission Recommended:** Approval w/ stip. Approval with a waiver from the requirement for block length.

**Public comment opened;** no public comment

**Council Discussion:** Planning & Zoning Director Michael Albert spoke on the matter.

**VOTE ON THE PROPOSED RESOLUTION**

**Yea:** 0 - Fonseca, Darenbourg Gordon, Clulue, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

**Nay:** 0

**Enactment No:** 6513

**ADJOURNMENT**

A motion was made by Councilmember Bellock, seconded by Councilmember Darenbourg Gordon, to adjourn the meeting at approximately 7:05 pm. The motion carried by the following vote:

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

**Nay:** 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

*Michelle Impastato*  
Michelle Impastato  
Council Secretary

**CALL TO ORDER**

**PRAYER / PLEDGE**

Silent prayer  
Pledge was led by Chairman Gibbs (Councilman, District II)

A Special Meeting of the St. Charles Parish Council was called on Wednesday, September 16, 2020, to be held on Thursday, September 17, 2020, 5:00 p.m., Council Chambers, Courthouse, Hahnville for the following:

**RESOLUTIONS**

**2020-0276**

A resolution in accordance with Section 2 (B)(3) of Proclamation Number JBE 2020-117 issued by Governor John Bel Edwards, for St. Charles Parish to affirmatively "opt-in" to allow businesses located in the Parish to operate within the guidelines and restrictions more fully set forth in Section 2 (B)(3) of Proclamation Number JBE 2020-117, since St. Charles Parish has reached the threshold of less than 5% of positivity for two consecutive weeks.

**Sponsors:** Mr. Gibbs

**Reported:** Councilman Gibbs Recommended: Approval

**Amendment:** to amend the proposed resolution in the last sentence to change "...to become effective five (5) days after publication in the Official Journal" to read "...to become effective immediately."

**A motion was made by Councilmember Clulue, seconded by Councilmember Fonseca, to Amend File No. 2020-0276. The motion carried by the following vote:**

**Yea:** 7 - Fonseca, Darenbourg Gordon, Clulue, Gibbs, Dufrene, Bellock and Fisher

**Nay:** 0

**Absent:** 1 - Fisher-Perrier

**Amended**

**2020-0276**

A resolution in accordance with Section 2 (B)(3) of Proclamation Number JBE 2020-117 issued by Governor John Bel Edwards, for St. Charles Parish to affirmatively "opt-in" to allow businesses located in the Parish to operate within the guidelines and restrictions more fully set forth in Section 2 (B)(3) of Proclamation Number JBE 2020-117, since St. Charles Parish has reached the threshold of less than 5% of positivity for two consecutive weeks.

**Sponsors:** Mr. Gibbs

**Public comment opened:** Mr. John Chaisson, Destrehan, Co-owner of Club 99

**Council Discussion:** Mr. Chaisson spoke on the matter. Parish President Matthew Jewell spoke on the matter.

**VOTE ON THE PROPOSED RESOLUTION AS AMENDED**

**Yea:** 7 - Fonseca, Darenbourg Gordon, Clulue, Gibbs, Dufrene, Bellock and Fisher

**Nay:** 0

**Absent:** 1 - Fisher-Perrier

**Enactment No:** 6514

**ADJOURNMENT**

A motion was made by Councilmember Darenbourg Gordon, seconded by Councilmember Dufrene, to adjourn the meeting at approximately 5:11 pm. The motion carried by the following vote:

**Yea:** 7 - Fonseca, Darenbourg Gordon, Clulue, Gibbs, Dufrene, Bellock and Fisher

**Nay:** 0

**Absent:** 1 - Fisher-Perrier

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

*Michelle Impastato*  
Michelle Impastato  
Council Secretary

Publish: October 15, 2020

**Public Notice**

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF SEPTEMBER 21, 2020, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



**St. Charles Parish**

**Meeting Minutes**

**Parish Council**

**Final**

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

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5500  
www.stcharlesparish-la.gov

Monday, September 21, 2020 5:00 PM Council Chambers, Courthouse

**ATTENDANCE**

**Present:** 8 - Holly Fonseca, La Sandra Darenbourg Gordon, Mary K. Clulue, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Perrier

**Also Present**

Parish President Matthew Jewell, Legal Services Director Corey Dubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Darin Duha, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussorn, Emergency Preparedness Director Joe Ganote, Public Works/Wastewater Director Miles Bingham, Planning & Zoning Director Michael Albert, Heather Keller, Public Information Office

**CALL TO ORDER**

**PRAYER / PLEDGE**

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

**SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)**

**2020-0261**

**Tribute:** Honorable Wendy Benedetto, Councilwoman-At-Large, Division A

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

Wendy Benedetto was not able to attend; her tributes will be rescheduled at a later date.

**Deferred**

**2020-0261**

A resolution to appoint a member to the St. Charles Parish Council to fill the vacancy created by the resignation of At-Large, Division A Councilwoman Wendy Benedetto.

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

**Reported:** St. Charles Parish Council Recommended: Approval

**Nominations:** Councilwoman Fisher-Perrier nominated Mr. Bobby Donaldson  
Councilwoman Fonseca nominated Ms. Beth Billings  
Councilman Dufrene nominated Mr. 'Walter Pile'

**Nomination(s) Accepted**

**A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fonseca, to Close Nomination(s) for File No. 2020-0261. The motion carried by the following vote:**

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

**Nay:** 0

Publish: October 15, 2020

**Public Notice**

RESOLUTION ADOPTED AT THE SPECIAL MEETING OF SEPTEMBER 17, 2020, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



**St. Charles Parish**

**Meeting Minutes**

**Parish Council**

**Special Meeting - Final**

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

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5500  
www.stcharlesparish-la.gov

Thursday, September 17, 2020 5:00 PM Council Chambers, Courthouse

**Special Meeting**

**ATTENDANCE**

**Present:** 7 - Holly Fonseca, La Sandra Darenbourg Gordon, Mary K. Clulue, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, and Bob Fisher

**Absent:** 1 - Julia Fisher-Perrier

**Also Present**

Parish President Matthew Jewell, Legal Services Director Corey Dubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Justin Robert, Public Information Office

Nomination(s) Close

VOTE ON THE APPOINTMENT OF MR. BOBBY DONALDSON

Yea: 3 - Darenbourg Gordon, Bellock and Fisher-Perrier
Nay: 4 - Fonseca, Clulee, Dufrene and Fisher
Abstain: 1 - Gibbs

Confirm appointment Failed

VOTE ON THE APPOINTMENT OF MS. BETH BILLINGS

Yea: 4 - Fonseca, Clulee, Dufrene and Fisher
Nay: 2 - Darenbourg Gordon, Bellock and Fisher-Perrier
Abstain: 1 - Gibbs

Confirm appointment Failed - vote must be by at least a majority vote of the remaining members

VOTE ON THE APPOINTMENT OF MR. WALTER PILIE

Yea: 1 - Dufrene
Nay: 5 - Fonseca, Darenbourg Gordon, Clulee, Bellock, Fisher and Fisher-Perrier
Abstain: 1 - Gibbs

Confirm appointment Failed

Councilman Fisher motioned to Reconsider the vote for Mr. Bobby Donaldson to fill the position. Councilwoman Fisher-Perrier asked Councilman Fisher the reason for the reconsideration. Councilman Fisher spoke on the matter. Councilwoman Fisher-Perrier asked Councilman Fisher if he only wanted to reconsider the vote on Mr. Donaldson. Councilman Fisher stated yes. Councilwoman Fonseca requested to speak and asked Chairman Gibbs if Mr. Donaldson could come up to the podium to answer a question. Chairman Gibbs denied the request.

A motion was made by Councilmember Fonseca, seconded by Councilmember Fisher, to Reconsider the vote on the appointment of Mr. Bobby Donaldson. The motion carried by the following vote:

Yea: 7 - Fonseca, Darenbourg Gordon, Clulee, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0
Abstain: 1 - Gibbs

Reconsidered

2020-0261

A resolution to appoint Mr. Bobby Donaldson to the St. Charles Parish Council to fill the vacancy created by the resignation of At-Large, Division A Councilwoman Wendy Benedetto.

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

VOTE ON THE APPOINTMENT OF MR. BOBBY DONALDSON

Yea: 7 - Donaldson, Fonseca, Darenbourg Gordon, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 1 - Clulee
Abstain: 1 - Gibbs

Enactment No: 6515

Judge M. Lauren Lemmon administered the Oath of Office to Mr. Bobby Donaldson as Councilman-At-Large, Division A.

Mr. Bobby Donaldson spoke on the matter.

Chairman Gibbs announced there will be a brief recess to allow the new appointee to take his new seat.

Confirmed

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, OCTOBER 5, 2020, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2020-0275

An ordinance to name a 30' wide access and utility servitude that is approximately 725 ft. long and serves five lots, 1A-G-1, 4A-H-1, 3A-H-1, and 2-H, servitude ends at the eastern boundary line of Lot 1-H, of a Subdivision of a portion of Tract No. 1 of Ormond Plantation Subdivision in Destrehan as "Call Lane".

Sponsors: Mr. Gibbs

Publish/Scheduled for Public Hearing to the Parish Council on October 5, 2020

2020-0281

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the Ellington Drainage Pump Station Project No. P080905-SD, Grant Reference Project No. H.013148, as part of the West Bank Hurricane Protection Levee Project, to decrease the contract amount by \$89,182.05 and increase the contract time by thirty (30) days.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on October 5, 2020

2020-0259

An ordinance to approve and authorize the execution of a Master Equity Lease Agreement between Enterprise FM Trust ("LESSOR") and St. Charles Parish ("LESSEE"), a Maintenance Management and Fleet Rental Agreement between St. Charles Parish ("LESSEE") and Enterprise Fleet Management Inc. ("LESSOR"), and a Maintenance Agreement between St. Charles Parish ("LESSEE") and Enterprise Fleet Management, Inc. ("LESSOR"), for providing Vehicle Fleet Management Services.

Sponsors: Mr. Jewell

Publish/Scheduled for Public Hearing to the Parish Council on October 5, 2020

2020-0253

An ordinance to approve and authorize the execution of Amendment No. 1 to the Cooperative Endeavor Agreement by and between St. Charles Parish and St. Charles Community Health Center, Inc., Ordinance No. 10-11-17, to extend the Agreement for the term of the Millage for Public Health Unit facilities.

Sponsors: Mr. Jewell

Publish/Scheduled for Public Hearing to the Parish Council on October 5, 2020

PLANNING AND ZONING PETITIONS

2020-0242

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from Q-L to R-1A and C-2 on approximately 83 acres in New Sarpy, as requested by Victoria Estates, LLC for Gore-St. Charles, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported: P & Z Department Recommended: Approval w/Stipulation Approval based on meeting the first and third guidelines. Planning Commission Recommended: Approval w/Stipulation Approval based on meeting the first and third guidelines.

Speakers: Ms. Heather Klingman, Duplantier Design Group, Thibodaux, representing property owners. Public Hearing Requirements Satisfied

Council Discussion Planning & Zoning Director Michael Albert spoke on the matter. Councilman Dufrene called Ms. Klingman to come up to the podium to answer questions. Ms. Klingman spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 20-9-1

2020-0252

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-3 on a 8,644 square foot area consisting of Lots 1 and 2, Square M, Good Hope Subdivision, municipal address 400 Apple Street, Norco, as requested by C & J Re Investors, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported: P & Z Department Recommended: Denial Planning Commission Recommended: Denial Public Hearing Requirements Satisfied

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

Proposed ordinance failed for lack of a majority by the following vote:

Yea: 0

Nay: 9 - Donaldson, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Failed

2020-0264

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-3 to R-1A on Lots G-1-A and G-1-B, Almedia Plantation Subdivision, approximately 46.5 acres in St. Rose, as requested by Ritino Enterprises, Inc.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported: P & Z Department Recommended: Approval Planning Commission Recommended: Approval

Speakers: Ms. Allison Boucvaill, New Orleans, representing the property owner. Public Hearing Requirements Satisfied

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

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 20-9-2

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2020-0240

An ordinance to amend the Code of Ordinances to revise Chapter 15 Motor Vehicles and Traffic, Section 15-9. Speed Limits (a) (51) to include First Street, Second Street, Fourth Street, and Short Street in St. Rose to lower the speed limit to Fifteen (15) miles per hour.

Sponsors: Ms. Bellock

Reported: Councilwoman Bellock Recommended: Approval Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 20-9-3

2020-0243

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Sections III. and VI.A.(1).a., to add Historic Home Site Bed and Breakfast to permitted uses in the Open Land zoning district.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported: P & Z Department Recommended: Approval Planning Commission Recommended: Approval Public Hearing Requirements Satisfied

ATTENDANCE

Present: 9 - Bobby Donaldson, Holly Fonseca, La Sandra Darenbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Perrier

2020-0254

Board of Review

Sponsors: Mr. Gibbs

Chairman Gibbs stated that as advertised by the assessor in the official journal, the assessment list has been exposed daily for inspection by the taxpayers and other interested persons for a period of fifteen calendar days. The assessor has notified the assessment list to the council, acting as the board of review, to receive any written or oral complaints from taxpayers desiring to protest their assessment, prior to 4:00 pm on Monday, September 14, 2020. The council office received appeals on Wednesday, September 16, 2020 by FedEx, according to the FedEx tracking data the envelope containing the appeals was in Memphis, Tennessee on Monday, September 14, 2020 and did not leave Memphis until 5:48 pm on Tuesday, September 15, 2020.

Chairman Gibbs asked that the record reflect no appeals were timely filed in the St. Charles Parish Council Office, therefore, there are no appeals to be heard by the board of review.

Mr. Tabi Troxler, Assessor, commented on the 2020 Assessment Roll as submitted by the Assessor.

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

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Darenbourg Gordon, to accept and certify the 2020 Assessment Roll as submitted by the Assessor. The motion carried by the following vote:

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

Nay: 0

Certified Assessment List

2020-0277

Proclamation: "Domestic Violence Awareness Month"

Sponsors: Mr. Gibbs

Read

2020-0278

Proclamation: United Way Month in St. Charles Parish

Sponsors: Ms. Fisher-Perrier

Read

2020-0279

Proclamation: "National Breast Cancer Awareness Month in St. Charles Parish"

Sponsors: Ms. Bellock

Read

2020-0280

Proclamation: "National Hunting and Fishing Day"

Sponsors: Mr. Dufrene

Read

2020-0267

A resolution to call a Special Election to fill the vacancy created by the resignation of At-Large, Division A Councilwoman Wendy Benedetto.

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

Reported: St. Charles Parish Council Recommended: Approval Public comment opened: no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6516

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2020-0255

Parish President Remarks/Report

Sponsors: Mr. Jewell

Reported

Council Discussion  
 Planning & Zoning Director Michael Albert spoke on the matter.  
 Legal Services Director Cony Dubre spoke on the matter.  
 A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Balllock, to Table File No. 2020-0243. The motion carried by the following vote:  
**Yea:** 9 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier  
**Nay:** 0  
**Tabled.**

**2020-0244**

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Section XV.D to rezoning requests to meet a minimum of two (2) rezoning guidelines and criteria in order to receive a recommendation for approval from Planning Staff.  
**Sponsors:** Mr. Jewell and Department of Planning & Zoning  
**Reported:** P & Z Department Recommended: Approval  
 Planning Commission Recommended: Approval  
**Public Hearing Requirements Satisfied**  
 Council Discussion  
 Planning & Zoning Director Michael Albert spoke on the matter.  
 A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Darenbourg Gordon, to Table File No. 2020-0244 and discuss it at the Legislative Committee Meeting on Wednesday, September 23, 2020. The motion carried by the following vote:  
**Yea:** 7 - Donaldson, Darenbourg Gordon, Clutee, Gibbs, Bellock, Fisher and Fisher-Perrier  
**Nay:** 2 - Fonseca and Dufrene  
**Tabled.**

**2020-0250**

An ordinance to approve and authorize the execution of a contract with BLD Services, LLC, for Parish Project No. S170601 Luling Oxidation Pond Rehabilitation and Upgrades, with a Bid in the amount of \$6,646,555.00.  
**Sponsors:** Mr. Jewell and Department of Wastewater  
**Reported:** Wastewater Department Recommended: Approval  
**Public Hearing Requirements Satisfied**  
 Council Discussion  
 Public Works/Wastewater Director Miles Bingham spoke on the matter.  
 Parish President Matthew Jewell spoke on the matter.  
**VOTE ON THE PROPOSED ORDINANCE**  
**Yea:** 9 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier  
**Nay:** 0  
 Enactment No. 20-9-4

**2020-0253**

An ordinance to approve and authorize the execution of Amendment No. 1 to the Cooperative Endeavor Agreement by and between St. Charles Parish and St. Charles Community Health Center, Inc., Ordinance No. 10-11-17, to extend the Agreement for the term of the Millage for Public Health Unit facilities.  
**Sponsors:** Mr. Jewell  
 Parish President Matthew Jewell explained that Mr. Mark Kaiser, Acadian Health Louisiana, could not attend the meeting and asked that File No. 2020-0253 be removed and reintroduced.  
**Public Hearing Requirements Not Satisfied**  
 A motion was made by Councilmember Fonseca, seconded by Councilmember Darenbourg Gordon, to Postpone Indefinitely and Reintroduce File No. 2020-0253 for publication and public hearing on Monday, October 5, 2020. The motion carried by the following vote:  
**Yea:** 9 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier  
**Nay:** 0  
**Postponed Indefinitely and Reintroduced**

**2020-0258**

An ordinance to approve and authorize the execution of an engineering services agreement with Barowka and Bonura Engineers & Consultants (BBEC), LLC for providing all necessary services for the Ormond Railroad Culverts Project (P200801).  
**Sponsors:** Mr. Jewell and Department of Public Works  
**Reported:** Public Works Department Recommended: Approval  
**Speakers:** Mr. Walter Pille, Destrehan  
 Ms. Roxanne Fisher, Destrehan  
**Public Hearing Requirements Satisfied**  
 Council Discussion  
 Public Works/Wastewater Director Miles Bingham spoke on the matter.  
**VOTE ON THE PROPOSED ORDINANCE**  
**Yea:** 9 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier  
**Nay:** 0  
 Enactment No. 20-9-5

**2020-0265**

An ordinance to approve and authorize the Parish President to execute a Lease agreement with D.J.V., LLC for the River Parishes Workforce Development Board Office in St. Charles Parish.  
**Sponsors:** Mr. Jewell and General Government Buildings  
**Reported:** General Government Buildings Recommended: Approval  
 Deputy Chief Administrative Officer Billy Raymond spoke on the matter.  
**Public Hearing Requirements Satisfied**  
**VOTE ON THE PROPOSED ORDINANCE**  
**Yea:** 9 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier  
**Nay:** 0  
 Enactment No. 20-9-6

**2020-0266**

An ordinance to approve and authorize the Parish President to execute a Lease agreement with Raven Land, LLC for the County Agent's Office in St. Charles Parish.  
**Sponsors:** Mr. Jewell and General Government Buildings  
**Public Hearing Requirements Not Satisfied**  
 A motion was made by Councilmember Bellock, seconded by Councilmember Fisher, to Table File No. 2020-0266. The motion carried by the following vote:  
**Yea:** 9 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier  
**Nay:** 0  
**Tabled.**

**ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED**

**2020-0182**

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 6 Buildings and Building Regulations, Article II, Section 6-14 Permit Application to establish a process for analyzing the impact of traffic generated by new development by adding part (n) Traffic Impact Analysis.  
**Sponsors:** Mr. Jewell and Department of Planning & Zoning  
 File No. 2020-0182 Postponed Indefinitely per Parish Council Rule 8, #6 Ordinances/Resolutions Which Have Been Tabled (Shall only appear on two (2) subsequent regular meeting agendas).  
**Postponed Indefinitely (Council Rule 8)**

**RESOLUTIONS**

**2020-0269**

A resolution in support of the Planning and Zoning Commission's approval of 2020-5-SPU for an accessory dwelling unit in an R-1A zoning district, Lot 71, Square H, Ormond Country Club Estates Subdivision, 124 Nottaway Drive, Destrehan as requested by Brad Simon.  
**Sponsors:** Mr. Jewell and Department of Planning & Zoning  
**Reported:** P & Z Department Recommended: Approval  
 Planning Commission Recommended: Approval

Public comment opened  
 Mr. Brad Simon, Destrehan  
**VOTE ON THE PROPOSED RESOLUTION**  
**Yea:** 9 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier  
**Nay:** 0  
 Enactment No. 6517

**2020-0270**

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III, Geometric Standards, B. Blocks, 3. Arrangement as requested by Norman Griffin.  
**Sponsors:** Mr. Jewell and Department of Planning & Zoning  
**Reported:** P & Z Department Recommended: Approval w/ stipulation Approval with waiver  
 Planning Commission Recommended: Approval w/ stipulation Approval with waiver  
**Public comment opened**  
 Mr. Norman Griffin, Des Allemands  
 Council Discussion  
 Planning & Zoning Director Michael Albert spoke on the matter.  
**VOTE ON THE PROPOSED RESOLUTION**  
**Yea:** 9 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier  
**Nay:** 0  
 Enactment No. 6518

**APPOINTMENTS**

**2020-0271**

Council Appointment to the Regional Planning Commission.  
**Nominee:** Councilwoman Fisher-Perrier nominated Councilman Gibbs  
**Nomination(s) Accepted**  
 A motion was made by Councilmember Bellock, seconded by Councilmember Darenbourg Gordon, to Close Nomination(s) for File No. 2020-0271. The motion carried by the following vote:  
**Yea:** 9 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier  
**Nay:** 0  
**Nomination(s) Closed**

**2020-0271**

Council Appointment of Councilman Dick Gibbs to the Regional Planning Commission.  
**VOTE ON THE APPOINTMENT OF COUNCILMAN DICK GIBBS**  
**Yea:** 9 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier  
**Nay:** 0  
**Confirmed**

**2020-0272**

Council Appointment to the R.S.V.P. Advisory Council.  
**Nominee:** Councilwoman Fisher-Perrier nominated Councilman Bobby Donaldson  
**Nomination(s) Accepted**  
 A motion was made by Councilmember Dufrene, seconded by Councilmember Fisher, to Close Nomination(s) for File No. 2020-0272. The motion carried by the following vote:  
**Yea:** 9 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier  
**Nay:** 0  
**Nomination(s) Closed**

**2020-0272**

Council Appointment of Councilman Bobby Donaldson to the R.S.V.P. Advisory Council.  
**VOTE ON THE APPOINTMENT OF COUNCILMAN BOBBY DONALDSON**  
**Yea:** 9 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier  
**Nay:** 0  
**Confirmed**

**SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL**

**2020-0273**

Appointment of Chairman to the Legislative Committee  
 Council Chairman named Councilwoman La Sandra Darenbourg Gordon to act as Chairman.  
**Confirmed**

**ADJOURNMENT**

A motion was made by Councilmember Fonseca, seconded by Councilmember Dufrene, to adjourn the meeting at approximately 8:20 pm. The motion carried by the following vote:  
**Yea:** 9 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier  
**Nay:** 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

*Michelle Impastato*  
 Michelle Impastato  
 Council Secretary

Publish: October 15, 2020

**Public Notice**

THE FOLLOWING ORDINANCES ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, OCTOBER 5, 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.

**2020-0275**  
**INTRODUCED BY: DICK GIBBS, COUNCILMAN, DISTRICT III**  
**ORDINANCE NO. 20-10-1**

An ordinance to name a 30' wide access and utility servitude that is approximately 725 ft. long and serves five lots, 1A-G-1, 4A-H-1, 3A-H-1, and 2-H, servitude ends at the eastern boundary line of Lot 1-H, of a Subdivision of a portion of Tract No. 1 of Ormond Plantation Subdivision in Destrehan as "Cali Lane".

**WHEREAS,** because the access and utility servitude serves five (5) lots and the servitude ends at the eastern boundary line of Lot 1-H, it should be named and entered into the street system as a private street in order to meet the standards of the Enhanced 911 Telephone System and help service providers locate these properties; and,  
**WHEREAS,** the St. Charles Parish Council wishes to ensure that service providers can locate these properties.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the driveway located on the 30' wide, 725 ft. long private access and utility servitude shown on a plan by Stephen Flynn dated 5/10/2018 and filed in conveyance Book 862 page 709, which is accessible by Plantation Road in Destrehan, is hereby named Cali Lane.

**SECTION II.** That a copy of this ordinance be sent to the St. Charles Parish Communications District, the St. Charles Parish Planning Department, and the U.S. Postal Service.

**SECTION III.** That the Parish Administration be directed to install the proper street sign to mark the private access servitude.

**SECTION IV.** If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

**SECTION V.** That the adoption of this ordinance shall not affect the status of any private or public streets, regarding maintenance or any other public facilities or services, and is for identification purposes only.

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

YEAS: DONALDSON, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER
NAYS: NONE
ABSENT: FISHER-FERRIER

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

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:48 pm RECD BY: [Signature]

2020-0281
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 20-10-2

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the Ellington Drainage Pump Station Project No. P080905-5D, Grant Reference Project No. H.013148, as part of the West Bank Hurricane Protection Levee Project, to decrease the contract amount by \$89,182.05 and increase the contract time by thirty (30) days.

WHEREAS, Ordinance No. 18-11-1, adopted November 5, 2018, by the St. Charles Parish Council, approved and authorized the execution of a contract with Seallevel Construction, Inc. for the Ellington Drainage Pump Station Project No. P080905-5D, Grant Reference Project No. H.013148, in the amount of \$8,288,890.00; and,

WHEREAS, Ordinance No. 19-6-3, adopted June 3, 2019, by the St. Charles Parish Council approved and authorized Change Order No. 1 to the contract with Seallevel Construction Inc. for the Ellington Pump Station Project No. P080905-5D, Grant Reference Project No. H.013148, for an increased amount of \$36,252.00, and an increase of contract time by fifty-nine (59) days; and,

WHEREAS, Change Order No. 2 (Final) is a result of changes within the scope of the contract to modify quantities to accurately reflect the final balancing of the project line items for the construction amount, and to add a lump sum amount of \$9,065.25 for excavation and concrete work necessary for the sheet pile wall intake; and,

WHEREAS, the decrease in contract amount by \$89,182.05 is a result of a decrease in quantity for five (5) bid line items, an increase in quantity of three (3) line items, the addition of two (2) line items and the deletion of six (6) bid line items; and,

WHEREAS, the increase in contract time by thirty (30) days is a result of the added work from Work Change Directive No. 8 (4 days) and the amount of time necessary for SCP to complete the telemetry work (26 days).

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS,
SECTION I. That Change Order No. 2 (Final) for the Ellington Drainage Pump Station Project No. P080905-5D, Grant Reference Project No. H.013148, as part of the West Bank Hurricane Protection Levee Project, to decrease the contract amount by \$89,182.05 and increase the contract time of thirty (30) days is hereby approved and accepted.

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

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

YEAS: DONALDSON, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER
NAYS: NONE
ABSENT: FISHER-FERRIER

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

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:48 pm RECD BY: [Signature]

SECTION 00806
CHANGE ORDER

No. 2 (Final)

DATE OF ISSUANCE 09/09/2020 EFFECTIVE DATE 09/09/2020

Owner: St. Charles Parish
Contractor: Seallevel Construction, Inc.
Contract: Ellington Drainage Pump Station
Project: Ellington Drainage Pump Station
Owner's Contract No. P080905-5D Engineer's Contract No. 10475-323
Engineer: Burk-Klempeter, Inc.

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

Description:

1. Delete the Following Work Items:

- a. Contract Item #: [4] Reloading Test Pile
Delete item in its entirety. (- \$ 1,000.00)
b. Contract Item #: [51] Traffic Control & Coordination
Delete item in its entirety. (- \$ 28,000.00)
c. Contract Item #: [52] Access Route Offsite Improvements
Delete item in its entirety. (- \$ 10.00)
d. Contract Item #: [53] Silt Fence
Delete item in its entirety. (- \$ 900.00)
e. Contract Item #: [55] Gravel Material (Net Section)
Delete item in its entirety. (- \$ 3,910.00)
f. Contract Item #: [60] Truck Washdown Racks
Delete item in its entirety. (- \$ 7,000.00)
Total of Deducted Items = (- \$ 40,880.00)

2. Add the Following Work Items:

- a. Contract Item #: [69] 8" Drain Line
Addition of 215 (LF) x \$39.00/LF (- \$ 6,450.00)
b. Contract Item #: [70] Intake Wall Excavation and Concrete
Addition of 1 LS (- \$ 9,065.25)
Total of Added Work Items = (- \$ 15,515.25)

3. Revise the Following Work Item Quantities:

- a. Contract Item #: [2] 14" SQ. Precast Concrete Pile
The quantity is to be changed to 6399 LF. (- \$ 5,535.00)
b. Contract Item #: [15] Reinforced Concrete Bridge Approach Slab
The quantity is to be changed to 56.4 CY. (- \$ 5,040.00)
c. Contract Item #: [26] Discharge Protective Ground Slope Paving w/ wwf (4" Thick)
The quantity is to be changed to 752.6 SY. (- \$ 1,241.00)
d. Contract Item #: [59] Excavated Material Hauled Off-Site
The quantity is to be changed to 340.0 CY. (- \$ 8,540.00)
e. Contract Item #: [61] Rip-Rap (55lb)
The quantity is to be changed to 247.33 TON. (- \$ 31,740.30)
f. Contract Item #: [62] Grouted Rip-Rap (55lb)
The quantity is to be changed to 1058.72 TON. (- \$ 30,160.00)
g. Contract Item #: [63] 2" Waterline
The quantity is to be changed to 1421 LF. (- \$ 9,707.00)
h. Contract Item #: [65] Suitable Material Hauled to Stockpile Area
The quantity is to be changed to 8390 CY. (- \$ 4,270.00)
Total of Change in Work Items Quantity = (- \$ 63,817.30)

Reason for Change Order:

1. Deleted Work Items

- a. Line item [4] was not used (-1 EA).
b. Line item [51] was not used (-1 LS).
c. Line item [52] was not used (-1 LS).
d. Line item [53] was not used (-320 LF).
e. Line item [55] was not used (-170 CY).
f. Line item [60] was not used (-1 LS).

2. Add Work Items

- a. [69] Drainline and catch basins are based on directive from St. Charles Parish (WCD #08) (+215 LF).
b. [70] Excavation and concrete work necessary for the sheet pile intake wall (LS).

3. Revise Work Item Quantities

- a. [2] Reduced quantity only needed to complete the project (-79 LF).
b. [15] The west wall of the debris storage area was deleted to allow access to storage area for disposal containers (WCD #06) (-3.6 CY).
c. [26] (A.) Reduced quantity only needed to complete the project (-50 SY). (B.) Incidental pavement increase is based on directive from St. Charles Parish (WCD #07) (+14.6 SY). (C.) Incidental pavement increase is based on directive from St. Charles Parish (WCD #08) (+50.0 SY).
d. [59] Reduced quantity only needed to complete the project (-610 CY).
e. [61] Reduced quantity only needed to complete the project (-352.67 CY).
f. [62] Reduced quantity only needed to complete the project (-241.28 CY).
g. [63] Waterline increase is based on actual field measurement. (+57) LF.
h. [65] Increased quantity needed to complete the project (+610 CY).

4. Change in Contract Time

This change order includes a time extension of thirty (30) calendar days, increasing the current 539 calendar days contract time to 589 calendar days and extending the expected completion date from MAY 31, 2020 to JUNE 30, 2020. The requested thirty (30) day time extension is due to the added work from Work Change Directive #08 (4 days) and the amount of time necessary for SCP to complete the telemetry work and compliance with State orders for social-distancing due to COVID-19 (26 days).

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TIMES. It details original contract price, net increase/decrease, and contract times before and after the change order.

RECOMMENDED: [Signature] APPROVED: [Signature] ACCEPTED: [Signature]
By: [Signature] By: [Signature] By: [Signature]
ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)
Date: 09/19/20 Date: 10/7/2020 Date: 9/10/20

2020-0259
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ORDINANCE NO. 20-10-3

An ordinance approving and authorizing the execution of a Master Equity Lease Agreement between Enterprise FM Trust ("LESSOR") and St. Charles Parish ("LESSEE"), a Maintenance Management and Fleet Rental Agreement between St. Charles Parish ("LESSEE") and Enterprise Fleet Management Inc. ("LESSOR"), and a Maintenance Agreement between St. Charles Parish ("LESSEE") and Enterprise Fleet Management, Inc. ("LESSOR"), for providing Vehicle Fleet Management Services.

WHEREAS, St. Charles Parish has a desire to lease its vehicle fleet instead of purchasing; and,

WHEREAS, Enterprise FM Trust and Enterprise Fleet Management, Inc., are best suited to provide leased services; and,

WHEREAS, there is an incentive for the Parish to maintain the value of the vehicles by good maintenance, repair and careful use during the Lease Term.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Master Equity Lease Agreement with Enterprise FM Trust, the Maintenance Management and Fleet Rental Agreement with Enterprise Fleet Management Inc. and the Maintenance Agreement with Enterprise Fleet Management Inc. and St. Charles Parish for providing vehicle fleet management services as required by the Lease Agreements are hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreements on behalf of the Parish of St. Charles for providing vehicle fleet management services.

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

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

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

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:48 pm RECD BY: [Signature]



MASTER EQUITY LEASE AGREEMENT
This Master Equity Lease Agreement is entered into this 9th day of October 2020 by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedule to time delivered by Lessor to Lessee as set forth below ("Schedule") for the rental and on the terms set forth in this Agreement and in the applicable Schedule. References in this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and accords to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subcontractor, agent, successor or assign as service on behalf of Lessor, "service") may subcontract this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:
(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedules (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pre-paid rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of such monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedules, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 2(b). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the vehicle and management fees paid by Lessee will be recalculated in accordance with the rules of 78 and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay (such deficiency) to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the Term at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any

abnormal or excessive wear and tear, the valuations described in the two immediately preceding sentences shall be made without giving effect to clause (f) in such amount. The "Book Value" of a Vehicle means the sum of (i) the "Unrecovered Portion" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts payable by Lessee with respect to such Vehicle.

(f) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach or default under this Agreement and then to Lessor's expense.

(g) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will incur interest, payable to Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum, or (ii) the highest rate permitted by applicable law (the "Default Rate").

(h) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servitor or any other agent of Lessor may, at its option, pay such amounts or perform such acts as all sums paid or incurred by Lessor in connection therewith will be payable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(i) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made immediately available funds without offset, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any security deposit, nor any Vehicle nor any defect, arifitess or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence may be used by Enterprise Fleet Management, Inc. as a maintenance agreement between Enterprise Fleet Management, Inc. and Lessee concerning any Vehicle regardless of the cause or consequence will release Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with all laws, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of the State of Missouri or as a school bus under any applicable state or federal regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. All the operation or earlier termination of this Agreement with respect to such Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and at such reasonable means as may be designated by Lessor. If for any reason any Vehicle is not returned as and when required as set forth in this Section 4, Lessee agrees to pay Lessor an additional rent for such Vehicle at twice the normal per-mile daily rate. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessee) incurred in connection with the billing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servitor or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of such Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the licensing, except for the initial registration plates and other permits which are provided to Lessee at the time of delivery of the Vehicle. Lessee agrees to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the filing and/or registration fees of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES: (a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other accessories required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon each Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no event of default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. DELIVERY OF VEHICLES AND DISCLAIMER OF WARRANTIES: (a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS (AND IS SUITABLE FOR LESSEE'S PURPOSE). LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE. (b) LESSEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IT IS HEREBY AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servitor or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused in whole or in part by any Vehicle or any equipment of any Vehicle for any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any recall, servicing or adjustment of any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servitor or any other agent of Lessor will have any liability to Lessee under this Agreement or for any other authorization form executed by Lessee if Lessee is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence") in the event of a Casualty Occurrence to a Vehicle. Lessee shall give Lessor prompt notice of any Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order, provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totalled Vehicle"), Lessee agrees to pay Lessor no later than five (5) business days after the date of the Casualty Occurrence the amount owed under Sections 3(f) and 3(g) with respect to such Totalled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totalled Vehicle.

11. INSURANCE: (a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by the insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability: (i) Commercial Automobile Liability Insurance (Including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law for the limits listed below) (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 10 passengers);

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (10/30/50/00) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (10/30/50/00) - No Deductible

(b) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive.

(c) The requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement. Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will be appropriately endorsed or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that this same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servitor and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification; (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servitor, any other agent of Lessor or any of their respective successors or assigns to recover under such policy of insurance in the event of any loss of or damage to a Vehicle and (iii) that the policy is "primary and non-contributory" for the protection of Lessor, Servitor, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servitor, any other agent of Lessor or any of their respective successors or assigns providing similar risks. Original certificates evidencing such coverage and naming Lessor, Servitor, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the delivery date, and immediately thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servitor and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servitor or any other agent of Lessor in seeking or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servitor, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify the insurer of such action and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(d) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessee agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule; and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule, provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered vehicle. Initials: EFM WSD Customer MJP

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessee may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will be the "Vehicle" for purposes of this Agreement, and (j) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessee agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance providing the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate and obligate to provide physical damage waiver and commercial automobile liability insurance under this Agreement. Upon such termination, Lessee shall be deemed to have accepted and agreed to the minimum amounts as set forth in 11(a) which is obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance within thirty (30) days of the date of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and commercial automobile liability insurance upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servitor, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servitor, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any defect, arifitess or lack of governmental approval in, of, or with respect to, any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES, ODOMETER DISCLOSURE, FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servitor, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter site or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide each written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay any rent or other amount due under this Agreement and any such failure shall remain uncured for ten (10) days; (b) if Lessee fails to perform, honor or observe any term, provision or covenant contained in Section 11 of this Agreement; or (c) if Lessee fails to perform, honor or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain uncured for thirty (30) days after written notice thereof is given by Lessor, Servitor or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unavailable for use (as determined by Lessor); (e) if any present or future guarantor in favor of Lessor or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction; or (f) if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (g) the occurrence of a material adverse change in the financial condition or business of Lessor or any guarantor; or (h) if Lessee or any guarantor in default under its failure to comply with any other present or future agreement with or in favor of Lessor. The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently and severally (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; (b) Lessee shall surrender possession of the Vehicles to Lessor or default for repossession or expiration of the Term; Lessor, Servitor, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and possess the Vehicles; (c) Lessor may without prejudice to Lessee's obligations under this Agreement; (d) Lessor may recover damages and expenses sustained by Lessor, Servitor, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, but not limited to, all costs and expenses, including court costs and expenses, incurred by Lessor, Servitor, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and in connection with bankruptcy or insolvency proceedings; (e) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (f) with respect to such Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement; and (g) if Lessor does not recover possession of a Vehicle, (i) the estimated cash value of such Vehicle for purposes of Section 3(b) shall be deemed to be \$0.00 and (ii) the calculation described in the first two sentences of Section 3(b) shall be made without giving effect to clause (i) in each such sentence; and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon receipt of a written notice of termination. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All notices of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignment, pledge or transfer of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interests in and to the Vehicles are and will continue

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or all items to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles to the extent of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any defense, counterclaim, or set-off, or to any defense, counterclaim or recoupment whatsoever, whether by reason of any change in or loss or destruction of any Vehicle or by reason of any defect or failure of title of the Lessor or interruption from whatever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability however and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not, by any act, delay, omission or otherwise in default to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent thereby set forth. A waiver by Lessee of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to the party at the address set forth below or at such other address as such party may provide to the other party from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimiles and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original for all purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, successors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servitor, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, assignment for the benefit of creditors or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the laws of the County or State shall apply to this Agreement or any Schedule relating hereto any contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual date of non-payment. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the lesser (insured) by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: St. Charles Parish  
Signature: Matthew Jewell  
By: Matthew Jewell  
Title: Parish President  
Address: 15045 Highway 18, Hahnville, LA 70057  
Date Signed: Oct 7 2020  
LESSOR: Enterprise Fleet Management, Inc. its attorney-in-fact  
Signature: William S. Davis  
By: William S. Davis  
Title: Director  
Address: 3815 N-110 Service Rd, Metairie, LA 70002  
Date Signed: 10/8/2020  
Initials: EFM WSD Customer MJP



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT  
This Agreement is entered into as of the 8th day of October 2020 by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and St. Charles Parish (the "Company").

WITNESSETH:  
1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be prepaid by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorised repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's fleet manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from a third party, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All issued invoices sent by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly basis for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were sold by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and any charges paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will invoice due care to present additional charges being billed against the Company's account. EFM will invoice the Company to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly fees.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation by Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63103, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of the Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM WSD Customer MJP

8. FEES: EFM will charge the Company for the services under this Agreement \$ 7.50 per month per Card, plus a one time set-up fee of \$ 0.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: St. Charles Parish  
Signature: Matthew Jewell  
By: Matthew Jewell  
Title: Parish President  
Address: 15045 Highway 18, Hahnville, LA 70057  
Date Signed: October 7 2020  
EFM: Enterprise Fleet Management, Inc.  
Signature: William S. Davis  
By: William S. Davis  
Title: Director  
Address: 3815 N-110 Service Rd, Metairie, LA 70002  
Date Signed: 10/8/2020



MAINTENANCE AGREEMENT  
This Maintenance Agreement ("Agreement") is made and entered into as of the 8th day of October 2020 by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and St. Charles Parish ("Lessee").

WITNESSETH:  
1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the 8th day of October 2020 and between Enterprise Fleet Management, Inc. as Lessor ("Lessor"), and Lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated) the "Lessor". All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such Vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

Initials: EFM WSD Customer MJP



MAINTENANCE AGREEMENT  
This Maintenance Agreement ("Agreement") is made and entered into as of the 8th day of October 2020 by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and St. Charles Parish ("Lessee").

WITNESSETH:  
1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the 8th day of October 2020 and between Enterprise Fleet Management, Inc. as Lessor ("Lessor"), and Lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated) the "Lessor". All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such Vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

Initials: EFM WSD Customer MJP

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicle themselves and any factory-installed components and does not cover maintenance or repair of exhaust alterations, add-on bodies (including, without limitation, lift kits) or other equipment (including, without limitation, lift kits and PTO controls) which is installed or modified by a dealer, body shop, after-market or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lessee, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the use of lessee or rental vehicles or (k) if the Covered Vehicle is a truck, (l) manual transmission clutch adjustment or replacement, (m) brake adjustment or replacement or (n) front-end alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (mechanic mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all services performed within one hundred (100) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 160,000 miles.

5. ENTERPRISE CARDS. EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (prior from any charges which are the responsibility of EFM under this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount must be paid to Lessee by EFM under this Agreement which will not be paid within thirty (30) days after the due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (a) Eighteen Percent (18%) per annum or (b) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in the Schedule. EFM 10/20 Customer Mag

In such Schedule, Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overall mileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessee, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but relies on EFM's diligent maintenance and repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, DURABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice as given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or as the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: St. Charles Parish EFM: Enterprise Fleet Management, Inc.
Signature: Matthew Jewell Signature: [Signature]
By: Matthew Jewell By: William J. Ober
Title: Parish President Title: Director
Address: 15045 Highway 18 Address: 3545 N. H. Road, R.1
Hahnville, LA 70057 Hahnville, LA 70002
Attention: Attention:
Fax #: Fax #:
Date Signed: October 7, 2020 Date Signed: 10/8/2020

WITNESSES: EFM 10/20 Customer Mag

2020-0253
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ORDINANCE NO. 20-10-4

An ordinance to approve and authorize the execution of Amendment No. 1 to the Cooperative Endeavor Agreement by and between St. Charles Parish and St. Charles Community Health Center, Inc., Ordinance No. 10-11-17, to extend the Agreement for the term of the Millage for Public Health Unit facilities.

WHEREAS, St. Charles Parish in conjunction with the Louisiana Department of Health and Hospitals, Office of Public Health and the United States Department of Health and Human Services, Bureau of Primary Care are working jointly through the St. Charles Community Health Center, Inc. to provide Public Health Services to the citizens of St. Charles Parish; and,

WHEREAS, it is the desire of St. Charles Parish and St. Charles Community Health Center, Inc. to extend the Cooperative Endeavor Agreement for use of the Public Health Unit at 843 Milling Avenue in Luling and to provide health care services to the citizens of our Parish, regardless of their ability to pay, at Health Center facilities including Luling and Norco; and,

WHEREAS, on November 6, 2018 the voters of St. Charles Parish renewed the dedicated Millage for Public Health Unit facilities and services for the period 2020 - 2029, which services St. Charles Community Health Center, Inc. has agreed to continue providing to the citizens of St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That Amendment No. 1 to Ordinance No. 10-11-17, the Cooperative Endeavor Agreement by and between St. Charles Parish and St. Charles Community Health Center, Inc., is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Amendment No. 1 to Ordinance No. 10-11-17, the Cooperative Endeavor Agreement by and between St. Charles Parish and St. Charles Community Health Center, Inc. on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: DONALDSON, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUPRENE, BELLOCK, FISHER
NAYS: NONE
ABSENT: FISHER-PERRIER

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

CHAIRMAN: [Signature]
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: October 6, 2020
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: October 7, 2020
AT: 3:48 pm RECD BY: [Signature]

AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN ST. CHARLES PARISH AND ST. CHARLES COMMUNITY HEALTH CENTER, INC.

BE IT KNOWN, that on the days and date hereinafter stated,

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by Matthew Jewell, its Parish President, appearing herein pursuant to Ordinance No. 20-10-4, adopted by the St. Charles Parish Council on the 5th day of October, 2020, a certified copy of which is attached hereto and made a part hereof, whose mailing address is P. O. Box 302, Hahnville, LA 70057;

AND ST. CHARLES COMMUNITY HEALTH CENTER, INC., represented herein by Mark F. Keiser, MBA, MHA, MPH, its Chief Executive Officer, 843 Milling Avenue, Luling, LA 70070

HEREBY AGREE THAT:

The Cooperative Endeavor Agreement by and between St. Charles Parish and St. Charles Community Health Center, Inc. (Ordinance No 10-11-17) is hereby amended in Section II. Term., by adding the following sentence at the end of the section:

This Agreement is hereby extended, effective January 1, 2021 and shall terminate on December 31, 2030.

All other provisions of said Cooperative Endeavor Agreement shall remain as first written.

ST. CHARLES PARISH
BY: Matthew Jewell Parish President
WITNESS: [Signature] DATE: 10/11/2020

ST. CHARLES COMMUNITY HEALTH CENTER, INC.
BY: Mark F. Keiser, MBA, MHA, MPH Chief Executive Officer
WITNESS: DATE

2020-0243
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 20-10-5

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Sections III. and VI.A.1,1.a., to add Historic Home Site Bed and Breakfast to permitted uses in the Open Land zoning district.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981 restricts Historic home site bed and breakfasts to Historic (H) and General Commercial District-retail sales (C-2) zoning districts; and,

WHEREAS, many historic home sites exist in Open Land (O-L) zoning districts but cannot operate a bed and breakfast; and,

WHEREAS, expanding appropriate permitted uses in suitable zoning districts promotes economic development; and,

WHEREAS, the St. Charles Parish Council wishes to promote economic development by amending the definition of Historic Home Site Bed and Breakfast and the Zoning district criteria to allow this use in the O-L zoning district.

NOW, THEREFORE, THE ST. CHARLES PARISH COUNCIL ORDAINS:
SECTION I. That the St. Charles Parish Code of Ordinances, Appendix A Section III. is amended as follows, with additional text in underline and deleted text in strikethrough:

Historic home site bed and breakfast: Accommodations for tourists and travelers which provide sleeping rooms within an historic home or on the historic home site in another historic structure. Historic home sites are identified as having a main structure that is over one hundred (100) years old and is located in a commercial or historic zoning district.

SECTION II. That the Code of Ordinances Appendix A, Section VI.A.1,1.a. is amended to add Historic Home Site Bed and Breakfast as follows, with additional text in underline and deleted text in strikethrough:

a. A building or land shall be used only for the following purposes:
(14) Historic Home Site Bed and Breakfast

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

YEAS: DONALDSON, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUPRENE, BELLOCK, FISHER
NAYS: NONE
ABSENT: FISHER-PERRIER

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

CHAIRMAN: [Signature]
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: October 6, 2020
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: October 7, 2020
AT: 3:48 pm RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY
Publish: October 15, 2020

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, OCTOBER 19, 2020, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2020-0283 (10/5/20 Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a contract with LA Contracting Enterprise, LLC, for the Access Road and Parking Lot for Ed Reed Park (Project No. P171201) in the amount of \$221,785.00.

2020-0289 (10/5/20, Darensbourg Gordon)

An ordinance to amend the Code of Ordinances to revise Chapter 15, Motor Vehicles and Traffic, Section 15-9. Speed Limits (a) to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on River Oaks Drive in Destrehan to fifteen (15) miles per hour.

2020-0290 (10/5/20, Jewell)

An ordinance to approve and authorize the execution of a Cooperative Agreement with the LSU Ag Center for the continued support of the St. Charles Parish Cooperative Extension Service through November 1, 2025.

ORDINANCE INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON TUESDAY, OCTOBER 27, 2020, 9:00 AM; THURSDAY, OCTOBER 29, 2020, 6:00 PM; AND MONDAY, NOVEMBER 2, 2020, 6:00 PM, COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2020-0153 (10/5/20 Jewell, G. Dussom)

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2021.

PUBLISH: October 8, 15, 2020

**Public Notice**

## NOTICE

Lafourche Basin Levee District  
Post Office Box 670  
21380 Highway 20  
Vacherie, Louisiana 70090

Sealed bids will be received by the Board of Commissioners for the Lafourche Basin Levee District, at its official domicile, at 21380 Highway 20, in Vacherie, Louisiana on Wednesday, November 4, 2020 until 11:00 AM and then publicly opened and read for:

One (1) New 2021 Ford F250 4x4 Crew Cab or equivalent make and model.

Specifications may be obtained at the office of the Lafourche Basin Levee District, 21380 Highway 20, Vacherie, Louisiana, by calling (225)265-7545, writing to Lafourche Basin Levee District, P.O. Box 670, Vacherie, Louisiana 70090, email [ajupiter@bld.us.com](mailto:ajupiter@bld.us.com) or find bid related materials and place electronic bids at [www.CentralBidding.com](http://www.CentralBidding.com).

**BID BOND REQUIREMENTS:** All bids shall be accompanied by a good faith deposit in an amount not less than 5% of the amount bid. Said amount shall be by certified or cashier's check; by bank or postal money order; or bond or other secured payment acceptable to the Board. Said BOND shall insure specific performance of the bidder and shall be forfeited in the event bidder defaults on his bid.

All bids must be sealed in envelopes marked "Bid for One (1) New 2021 Ford F250 4x4 Crew Cab" and show the name of the bidder. Bids must be delivered to the Lafourche Basin Levee District, Attention: Donald Ray Henry, 21380 Hwy. 20, Vacherie, Louisiana, 70090 or mailed to Lafourche Basin Levee District, Attention: Donald Ray Henry, PO Box 670, Vacherie, Louisiana, 70090.

The Board reserves the right to reject any and all bids.

Board of Commissioners for the  
Lafourche Basin Levee District

James P. Jasmin, President

aj  
09/28/20

L.B.L.D.  
Notice #308

Publish: October 8, 15, & 22, 2020

**Public Notice**

The Arc of St. Charles, Inc.

2020-2021 Annual Membership Meeting

Tuesday, October 20, 2020 at 2:00 PM

Join Zoom Meeting

<https://zoom.us/j/94138244894>

RSVP for Zoom Link

[admin@arcofstcharles.com](mailto:admin@arcofstcharles.com)

13771 Highway 631

Boutte, LA 70039

985-785-0971.

Publish: October 8 & 15, 2020

**Public Notice**

## PUBLIC NOTICE

October 15, 2020

Notice is hereby given that The Arc of St. Charles intends to apply for a federal grant for operating assistance and/or capital assistance to provide Formula Grant Program for Enhanced Mobility of Seniors and Individuals with Disabilities of a non-emergency, ambulatory nature for the FY 2019-2020 program year. The application for assistance is pursuant to the Formula Grant Program for Enhanced Mobility of Seniors and Individuals with Disabilities Program of 49 CFR 5310. Services will generally be between 7:30 a.m. and 4:00 p.m., Monday through Friday, in the area encompassing St. Charles Parish, Louisiana. Transit services are provided without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act.

Written comment on the proposed services may be sent within 15 days to P. O. Box 455, Boutte, LA, 70039, and to the 5310 Transportation Program Manager, Department of Transportation and Development, P. O. Box 94245, Baton Rouge, LA 70804-9245. Comments must be received by October 30, 2020.

Publish: October 15, 2020

**Public Notice**PUBLIC NOTICE  
OPPORTUNITY FOR REQUESTING  
A PUBLIC HEARING

October 15, 2020

All interested persons are hereby advised that the Arc of St. Charles has applied to the Louisiana Department of Transportation and Development for project funding under Federal Transit Administration (Section 5310, 5311, and/or 5339) for the following:

**PROJECT:** The Arc of St. Charles is preparing to replace existing equipment to continue transportation services to in St. Charles Parish. Further details relative to the project are available from Victoria L. Bryant, 13771 Old Spanish Trail, Boutte, LA 70039, 985-785-0971, Extension 4801.

Interested persons are advised that they may request that a public hearing be conducted to provide a means for the public to express their views relative to the proposed project on the probable social, economic and environmental effects involved. In lieu of requesting a public hearing, interested persons may submit their comments in writing.

Written requests for a public hearing and/or submittal of comments must be postmarked on or before October 30, 2020, and should be addressed to: Ms. Victoria L. Bryant, P. O. Box 455, Boutte, LA 70039.

Should a public hearing be required, a public notice will be published stating the date, time and location of the hearing.

Signed: *Victoria L. Bryant*, Executive Director

Publish: October 15, 2020

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