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JANUARY 6, 2021
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2020 YEAR IN REVIEW

We reveal our Top 20 stories of the year, based on the number of online views combined with reader feedback and editorial input. The Top 20 begins on page 2A.
To read the stories in their entirety, visit www.heraldguide.com.



Pictures tell story of year in Sports, Lifestyles



TURN to 1B

Church raises over \$10k for mother battling cancer

Monique Roth Editor
moniquer@heraldguide.com

Katie Bourg's brain cancer diagnosis has caused significant financial strain on her family – a strain that is a little over \$10,000 less of a burden after a jambalaya fundraiser held by St. Charles Borromeo in Destrehan.

"Thank you for saying yes," fundraiser organizer Brandon Hebert said to supporters after the event. "It's easy to see these types of events and let someone else give their time and money. You are what makes this world beautiful and



Katie Bourg with her family.

FUNDRAISER on 11A

Community steps up to celebrate Norco man's golden, Christmas Eve birthday

Ryan Arena Editor
ryana@heraldguide.com

Once a Christmas Eve baby, Thomas Roberts had never actually celebrated his birthday on the day of his birthday – until this year.

It was the golden birthday for Roberts, who turned 24 on Dec. 24. The Norco resident has Down syndrome, and his mother Kelly wanted to make his celebration something to remember, but with COVID-19 restricting gatherings, she knew she would have to get creative.



Thomas Roberts poses with local firemen.

BIRTHDAY on 11A

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Happy New Year!
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DEALS OF THE WEEK FOR DEC. 30, 2020 - JAN. 5, 2021

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2020 YEAR IN REVIEW

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20

AUG. 6

Community rallies behind father injured in accident

Ashley Gibbons received the call all wives dread on July 30 – her husband Brad Gibbons, who works as a bartender at Destrehan’s Sports Pub & Grill, was involved in an accident while riding his new scooter.

Brad’s initial injuries included a broken rib, fractured skull and two brain bleeds. On Aug. 2 he underwent brain surgery to stop a third brain bleed, and at around the same time he suffered from a massive stroke.

Initially unable to speak or move the right side of his body, Ashley said Brad is making small progresses daily. He is currently in rehab at Touro receiving physical, occupational and speech therapy.



Brad Gibbons and his son Anthony.

18

JAN. 23

5-month-old with hole in heart fighting for life

Since his birth last summer, Jonah Landry has been in a non-stop battle for his health, and for his life.

He was diagnosed with Down syndrome shortly after his July 30 birth, and beyond that doctors discovered a hole in his heart. He is in need of open heart surgery, but that too has been delayed by complications: he contracted Respiratory Syncytial Virus (RSV), Rhinovirus and two other bacterial infections between his diagnosis and initially planned surgery time.

Jonah has been intubated three times and has received nine blood transfusions. He’s spent precious little time outside of hospital walls, beyond being transported to Children’s Hospital in New Orleans for specialized care in December. Nor have his parents, Cory and Jessica Landry, who have spent the vast majority of what’s been nearly six months alongside him. And, if all goes well, his heart surgery date is tentatively scheduled March 25, meaning two more months at minimum.



Jonah Landry

19

APR. 23

Local singer aims to make Top 10 in American Idol



Faith Becnel

American Idol judges have kept our Faith up to this point, and this weekend the fate of the Destrehan native will be up to viewers. “I would be absolutely honored and blessed to make top 10,” locally based singer Faith Becnel said.

Live voting for the singing competition show will open Sunday night (April 26) at the end of the show’s broadcast and remain open until 11 a.m. Monday.

17

JAN. 2

Boutte couple lose \$15K in Social Security scam

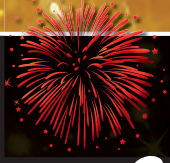
A Social Security scam that has generated thousands of complaints nationally cost a Luling couple \$15,000.

When Glenn Deroche’s phone rang on Nov. 19, he hung up sure he was being scammed and then the phone rang again. It wasn’t until the fourth call that the caller claiming to be with the Social Security Administration hurriedly told Deroche that he and his wife’s Social Security checks were frozen, as well as all of their assets. The caller further maintained his Social Security number had been used on 14 accounts in the United States and abroad on nine vehicle registrations, and tied to money laundering in several countries and islands that they listed.

Bottom line: Deroche was told their assets would stay frozen until the thief was caught or worse.

Deroche, who is 66 years old, was mortified.

“When they say you’re identity is stolen that will stop you in your tracks,” he said.



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DEALS OF THE WEEK FOR
DECEMBER 30, 2020 - JANUARY 5, 2021

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69¢



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\$3.99/lb



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Family Pack
\$1.79/lb



Country Style Pork Ribs or Lean & Meaty **Pork Steaks** - Family Size
\$1.39/lb



Velveeta Cheese Loaf - 32 oz. Original (Pre Priced \$7.99)
\$6.99



Camellia Blackeyes Peas
1 lb
89¢



Guidry's Creole Seasoning
16 oz
\$2.99

Rotel Tomatoes
Six 10 oz. Cans
\$5.99

Blue Runner Red Beans
27 oz. - Original
\$1.99

Tony's Pourable Marinades
Assorted - 10 Oz.
\$2.89

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15.4 lbs.
\$5.99

Food Club Sugar
4 lbs
\$1.99

Coke Products
12 Packs
3/\$12.00

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10 lbs
\$3.90

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12 oz. - Regular & Bun Length
99¢

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31 to 40 - 1 lb
\$6.99

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\$2.99/lb

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Family Pack - 3 lbs or more
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16 oz. - Assorted
3/\$5.00

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16
MAR. 26

Boutte cook empties savings account to feed hundreds

When she saw a need in her beloved community, Imani Gros said she had no choice but to do what she could to help. If you were to ask anyone who knows her, they’ll tell you what she can definitely do is cook.

Gros, a Boutte native and resident, said she emptied her savings account to start cooking and serving free meals to the community when the coronavirus pandemic shut down schools.

“It takes a village to raise a child, and children today don’t have the same sense of a ‘community family’ as I did growing up,” she said. “I hope to instill that feeling and bring that back.”

What started out as serving 100 meals to mainly children has grown into serving over 200 meals twice a week to people of all ages.



Imani Gros

15
FEB. 12

Open date set for community college

With the site purchase finalized in December, the United Way of St. Charles is seeking a contractor and the public’s help towards shaping its community college campus.

“Part of the goal of the United Way is we’re listening to our community,” said United Way Executive Director John Dias. “We want to be good neighbors.”

The campus will be named River Parishes Community College – United Way campus, Dias said. A new sign has been placed on Highway 90 in Luling and landscaping will be done.



Rendering of the community college.

14
JAN. 7

Latest milestone for Destrehan High brothers



Justin Jefferson reaches for the endzone against Oklahoma. (Photo via LSU Sports)

Justin Jefferson held up four fingers after crossing the goal line in the second quarter of his LSU Tigers’ national semifinal game against Oklahoma, cementing his name throughout the record books of both his school and the sport of college football as a whole.

In the first half alone, the Destrehan High School alumnus scored four touchdowns. In the game, he hauled in 14 receptions for 227 yards to go along with those four scores. Most importantly of all, his effort was among the most pivotal in propelling LSU into Monday’s national championship game against the Clemson Tigers.

It was only the latest triumph for a trio of brothers who established

themselves as stars at Destrehan High School and share a truly rare distinction. Not only did all three – Jordan, Rickey and now Justin Jefferson – go on to star for major Division I schools, but the St. Rose natives did so at the same school, each an LSU Tiger.

Their mother and father were both former athletes, John Jefferson playing basketball for the University of Nebraska and his wife, Elaine, starring on the prep court. As one might imagine, they’re quite proud of their sons following in their footsteps. Each of their children played basketball growing up but would turn their focus to the football field.



Picturesque staircase for a grand entrance

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13

MAY 14

3 Bayou Gauche family members diagnosed with virus

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

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

Bayou Gauche resident Jeanne Jacob and her husband Ronnie have had three roommates recently as their son Ryan, his



wife Rachelle and their child have moved in with them during the completion of their new home being built.

12

JULY 19

Family remembers woman killed in boating accident

Wonderful. A firecracker. Assertive. A prankster.

Audrey Maria Higgins’ loved ones paint a colorful picture of a woman who loved to help people as much as she loved to have fun. Audrey tragically passed away on July 7 after a holiday weekend boating accident. Six others were wounded as a result of the Bayou Des Allemands boat collision that took place at approximately 9:29 p.m. on July 4.

Her friends and family said there was no one like Audrey.

“Her birthday was on July 3, and we always called her a firecracker,” Audrey’s sister Caitlin Higgins Comardelle said. “We have an eight-year age gap, so she was more like a second mom to me. She was super protective and kind

of bossy ... but in a good way. She helped guide me and helped me to make decisions and to make sure I was on the right path in life.”

Audrey’s assertive streak came in handy to many family members and friends, Caitlin said laughing.



Audrey Higgins with her sister Caitlin Higgins Comardelle on Caitlin's wedding day.

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11
AUG. 17

Community mourns loss
of J.B. Martin student

Ryan Thibodeaux was friendly. He was loving. He was funny, well-liked and looked out for others.

The community is mourning the loss of the J.B. Martin 8th grade student after his sudden passing on August 7 following complications from open heart surgery. The Luling native was born with a congenital heart defect and had his first open heart surgery at just two months old, and he spent the first four months

of his life in hospital care. His second came at 11 months and his third at two years.

He went in for his fourth on Aug. 4 – he needed to have a pediatric valve exchanged for an adult valve. Complications led to Thibodeaux suffering swelling in his brain that led to seizures, and ultimately his death.



Ryan Thibodeaux

10
JUNE 16

Bayer cancels nearly \$1 billion Luling expansion



Aerial view of Bayer's Luling facility.

Officials with Bayer Crop Science, a division which acquired Monsanto Co., confirmed this morning that the major nearly \$1 billion expansion at its Luling chemical plant has been cancelled.

Set to open in 2021, the expansion was tied to production of dicamba, an herbicide used as part of Roundup Ready Xtend Crop System products.

Through a statement released Tuesday, the company said the decision will not affect current operations at the site.

“The decision has no impact on our

current manufacturing operations on site, nor on our commitment to St. Charles Parish and the Luling community. While a difficult decision, this enables us to preserve cash and prioritize our investments in new innovation for farmers,” the statement noted. “The team at the Luling site has a long history of working with employees and the community to manage through challenges such as this. We will be assessing our options for the plant over the upcoming months.”

9
SEPT. 8

Family-owned restaurant makes move to new location



Owner Jacqueline Dufrene Diaz and her daughter Claudia

For nearly 10 years, hungry residents have driven to 12371 Highway 90 in Luling to enjoy a delicious meal at Mariano’s Italian Eatery – but that changed last week.

The local eatery – instead of joining the statistics of another restaurant closing in the face of the global pandemic – has expanded into a new, larger location. Now hungry residents will have to drive 1.1 miles down the street to 12287 Highway 90 in Luling for their Italian favorites.

Owner Jacqueline Dufrene-Diaz Davis said she couldn’t pass up the opportunity to purchase the new location after renting the previous space for 10 years.

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8
MAY 22

44-year-old says he’s lucky to be alive after 13 days on ventilator

At 44 years old and with no pre-existing medical conditions, Rosario “Boogie” Termine didn’t seem a likely candidate to catch coronavirus. Likely or not, he now says he feels lucky to be alive after spending over one month in the hospital – including 13 days on a ventilator.

“I feel very lucky because I have a second chance at life, which I am grateful for,” Boogie said. “I don’t recall much of my hospital stay, but from my understanding I was really sick and very fortunate to be here today.”

A fever, cough and body aches started on March 16, and the next day Boogie went to an urgent care. A flu test was negative, and he was given antibiotics and sent home.

“We were worried about coronavirus,” Boogie’s wife Traci, a nurse, said. “He said he had a feeling that that’s what he had.”

By March 21, Boogie was extremely achy and weak.



Rosario “Boogie” Termine (right)

7
MAY 18

Community pitches in to feed flood victims



Cheri Fauchaux and Kerri Loiacono deliver pizza to flood victims.

When Cheri Fauchaux woke up on Friday morning, the first thing she did was go outside to check on her friends in the neighborhood.

According to the National Weather Service, Thursday night’s torrential rainfall dumped up to 12 inches of water in St. Charles Parish within 90

minutes. The rain caused more than 200 homes to flood.

Fauchaux, who lives on Destrehan Drive, said her home was spared in the flooding but that she is surrounded by neighbors who weren’t as fortunate.

“It was right there,” she said of the rising water. “It was so close.”

2015
JEEP GRAND
CHEROKEE LIMITED

TRANSMISSION:.....8 SPD AUTOMATIC
INTERIOR:.....BLACK
ENGINE:.....3.6L V6
MILEAGE:.....102,946
STOCK #.....0J0177A
PRICE.....\$17,497

2018
JEEP GRAND
CHEROKEE LAREDO

TRANSMISSION:.....AUTOMATIC
INTERIOR:.....BLACK
ENGINE:.....3.6L V6
MILEAGE:.....83,166
STOCK #.....0J0083A
PRICE.....\$21,997

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2017
JEEP
CHEROKEE LIMITED

TRANSMISSION:.....AUTOMATIC
INTERIOR:.....BLACK
ENGINE:.....2.4L 4CYL
MILEAGE:.....58,300
STOCK #.....0J0199A
PRICE.....\$18,997

2018
JEEP GRAND
CHEROKEE LIMITED

TRANSMISSION:.....AUTOMATIC
INTERIOR:.....BLACK
ENGINE:.....3.6L V6
MILEAGE:.....65,398
STOCK #.....1J0031A
PRICE.....\$26,997

2017
JEEP WRANGLER
UNLIMITED SPORT

TRANSMISSION:.....AUTOMATIC
INTERIOR:.....BLACK
ENGINE:.....3.6L V6
MILEAGE:.....52,988
STOCK #.....11567A
PRICE.....\$30,997

2017
JEEP GRAND
CHEROKEE ALTITUDE

TRANSMISSION:.....AUTOMATIC
INTERIOR:.....BLACK
ENGINE:.....3.6L V6
MILEAGE:.....31,199
STOCK #.....11499
PRICE.....\$31,997

6

JULY 5

When it rains, it floods

Fifty two days ago rain poured and homes flooded all around St. Charles Parish in a deluge that caught many residents by surprise. Today many residents experienced weather deja vu as rain fell and streets and yards became rivers once again.

Samantha de Castro, parish director of communications, said Tuesday as of 7:30 p.m. that 14 homes had been reported as flooded.

“It’s trouble in paradise,” Danielle Clement, who lives on Ormond Village Drive in Destrehan, said. “Every time it rains my husband goes and makes sure the drains are not clogged with leaves and debris. My husband raked drains for two hours today ... thank God the rain slowed down ... We just flooded May 14 and just got back into our house. He also saved our house in December of 2018.”



Ducayet Drive in Destrehan after a 2020 flooding event.

5

JAN. 12

Jewell, Council take oath of office



Parish President Matt Jewell takes the oath of office.

Minutes after taking the oath of office as St. Charles’ parish president, Matt Jewell opened his comments with a tribute to the late Albert Laque and outlined his plans for taking office tomorrow (Monday).

“As you may know, Mr. Laque passed away on Oct. 27, 2018,” Jewell told a crowded Edward Dufresne Community Center in Luling. “President Albert

‘Punk’ Laque devoted his entire adult life to public service and to the people of St. Charles Parish.”

Laque served as parish president in 1987-92 and was re-elected to the seat in 2000-08.

“President Laque gave a great deal to this parish and his legacy will live forever,” Jewell said.

4

MAR. 27

7-week-old baby diagnosed with COVID



Olivia Gravois

Elizabeth Gravois’ intuition as a mother may have just saved the life of her 7-week-old daughter Olivia.

“I knew something was wrong with her,” the Destrehan resident said. “I could just tell in her eyes something was wrong.”

Because Olivia seemed more tired than normal, was not cooing or smiling and was drinking her bottles extremely fast – due to what Gravois now knows was dehydration – Gravois decided she needed to closely monitor her baby’s temperature.

When she initially took Olivia’s

temperature it was 99.2, a temperature their pediatrician said was fine. Gravois figured Olivia was having stomach issues due to formula, but out of an abundance of caution she spent that night checking her baby’s temperature every three hours.

By midnight, Olivia’s fever had reached 102.5.

“We packed up the bags and rushed to the hospital,” she said. “By the time we made it to the hospital, she wasn’t responding much and had a white foam around her mouth.”



LIVE UNITED





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3
JULY 14

Officers save man who tried to jump into river

A late June call to the St. Charles Parish Sheriff's Office could have ended in tragedy if not for the quick thinking and applied training of Deputy Paul Quick and Deputy Alexis Agnelly.

"Once the adrenaline rush subsided and we were confident that each person involved was safe and uninjured, it became clear that we had just had a hand in saving this man's life, which is one of the most rewarding aspects of this job," Agnelly said.

Her partner agreed. "Having the ability to safely bring the subject into custody without any serious injuries to the subject or ourselves was extremely satisfying and a serious relief," Quick said.



Deputy Paul Quick and Deputy Alexis Agnelly

2
APRIL 8

34-year old remembered after passing away from virus

Leigh Landry remembers her stepbrother Troy Champion as perhaps the most laid back person she'd ever known, but also someone she could count on to be there for her in any time of need — be it major or minor.

It's why she can't help but become emotional when she speaks about who he was. Champion, a Paradis native, passed away late last month at the age of 34 due to complications from coronavirus.

Champion lived in Paradis his entire life until moving to New Orleans in 2013, where he bartended for a living. He felt a kinship with the city, Landry said, and that brought him there.

"He knew what he wanted, and he



Troy Champion

wanted to be a bartender," Landry said. "He knew he wanted to be in New Orleans. He loved it. He was so carefree. Troy was definitely a go with the flow kind of person."

1
MAY 6

Ama pastor mourned, leaves legacy of love

Countless members of the St. Charles Parish community have been mourning the loss of Pastor Kendall Pierre Sr., as the memories, kind words and condolences they've shared online highlighted the large and lasting legacy he leaves behind.

Pierre, who has served as Pastor at Mt. Zion Missionary Baptist Church in his native Ama for over a decade, passed away May 2 after a more than one month battle with COVID-19. He leaves behind his wife Sabrina and three children, Tayler, Kendall and Kaden.

He described himself as a husband, father, barber, coach, mentor and a servant of God, and he indeed had many talents and callings.



Pastor Kendall Pierre Sr.

ATTENTION Residents of St Charles Parish



Pelican
Waste & Debris

Pelican Waste & Debris will not be operating on Christmas Day, Friday, December 25th, 2020 and New Year's Day, Friday, January 1st, 2021.

All residents that have a Tuesday/Friday pickup schedule will have their service resumed on the following Tuesday. We ask that you continue to put your garbage cans out the night before your service day to prevent missed pickups. **We thank you for your cooperation and wish you all Happy Holidays!**



Obituaries

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

Frazier

Randolph Joseph Frazier, 89, a native of Grand Isle and resident of Des Allemands passed away on Wednesday, December 23, 2020.

Visitation will be held at St. Gertrude the Great Catholic Church in Des Allemands on Tuesday, December 29th from 9:00 a.m. until funeral time. A Mass of Christian Burial will be celebrated at 11:00 a.m.

He is survived by his son, Mark Frazier; grandchildren, Nicky Dufrene, Marcy Frazier Clement and Marisa Frazier; great-grandchildren, Gabie Dufrene, Nicholas Dufrene and Kai Clement; brother, Alton Frazier.

He was preceded in death by his wife, Anna Folse Frazier; parents, Mike and Angell Frazier; daughter, Deborah Frazier Dufrene; brothers, Robert Frazier, Mitchell Frazier, Clarence Frazier, William “Bill” Frazier, Andrew Frazier and Paul Frazier; sisters, Thelma Zimbro and Albertine Courteaux.

Randolph worked as a roughneck, construction worker and commercial fisherman. As a fisherman Randolph was well known as a harvester of wild oysters of great size and high quality. Randolph was a proud Native American, who was generous, kind and a good hearted gentlemen who loved his family and enjoyed a full life. He was a devout Catholic who attended mass weekly. He will be missed greatly.

Falgout Funeral Home entrusted with arrangements.



Pizzolato, Thomas Pizzolato, Jr. (Paula), Danna Olinger (Dwayne), and Craig Pizzolato. Devoted grandmother to 11 grandchildren and 12 great grandchildren, she is also survived by her brother, Larry Landry, Sr.

Her parents, Emile Landry, Sr. and Anita Hebert Landry, and her siblings, Ida Mae Rome, Beverly Zeringue, Dorothy Roux, Emile Landry, Jr., Lewis Landry, and Alphonse Landry precede Dolores in death.

She will be remembered for her devotion to her religion, she was always in church, whether she were praying the rosary or volunteering. She loved to volunteer for the St. Joseph Alter, especially. A loving mother, grandmother, and great grandmother, she will be greatly missed by all who were blessed to know her.

Relatives and friends are invited to attend the Mass of Christian Burial for Dolores on Tuesday, December 29, 2020 at St. Anthony of Padua Catholic Church in Luling, LA, at 11 AM. Visitation will begin at 8:30 AM. Interment will be held at St. Charles Mausoleum immediately following Mass. In lieu of flowers, donations to St. Jude Children’s Hospital or Our Lady of Guadalupe Healing Chapel are preferred. To share condolences and memories with the family please visit www.HCAlexander.com.



older brother, Darryl; and seven grandchildren: Emeila, Ethan, Ellie, and Eric Wells; Parker and Baylen Talley; and Ari Talley . He was preceded in death by his father and mother, James L. and Vondale Talley, as well as his younger brother, Grant.

While Rodger settled and raised his family in the town of Ama, Louisiana, his hometown of Bogalusa was always in his heart. Rodger moved south of the lake to work at the Chevron Texaco Pipeline Co. Gas Plant in Paradis. During his 30 years at the plant, he was known to drive his two British sport cars to and from work. He was an active member and occasional officer of the British Motoring Club of New Orleans with a passion for working on his MGB and Austin-Healey Sprite.

As a long time member of the First Baptist Church of Luling, one often found Rodger singing in the choir on Sundays, after helping to teach Sunday School with his wife. His weeknights were often spent in fellowship with other church members as a part of the church volleyball team.

After retiring, Rodger reconnected with his old friends from school, the Pleasant Hill Boys, and made new ones via social media. He shared many old stories with friends online. Rodger also began writing his own life stories down in his memoirs. However, he found his truest joy in spending time with his wife, children, and especially grandchildren. He relished every chance to see his three granddaughters and four grandsons. Most recently, he enjoyed watching Formula 1 racing with his youngest granddaughter on his lap.

Rodger Talley was a valued member of the community and a beloved grandfather, father, and husband. Everyone that knew him feels his loss but knows that he is at peace with the Lord now.

Brown-McGehee Funeral Home is in charge of arrangements. There will be a memorial service after the new year.

Pizzolato

Dolores Landry Pizzolato passed away peacefully at her home in Luling, LA, on December 23, 2020, she was 83. She joins her loving husband, Thomas S. Pizzolato in heaven.

Loving mother of Jan DeJean (Bobby), Phyllis

Talley

Rodger Earl Talley passed away peacefully in his sleep during the morning hours of Saturday, December 19, 2020. His wife of 52 years, Frances, most keenly feels his unexpected loss. He is survived not only by his spouse but by his three children, Amy (Eben) Wells, Bart (NiCole) Talley, and Jay (Maggie) Talley; his

Real Estate Transactions

- **200 Carolyn Drive in New Sarpy** sold for \$15,000 by N I C E Housing LLC to Oscar and Scarlet Orellana.
- **828 Evangline Road in Montz** sold for \$345,197 by Moore New Homes to Matthew and Kristy Bourgeois.
- **Acadian Trace Subdivision lot 9** sold for \$475,000 by Mario Romero Jr. to Matt and Alicia Walsworth.
- **106 Riverwood Drive in St. Rose** sold for \$360,000 by Robert and Lynne Wallenburg to Juantavius Gray.

- **606 Primrose Drive in Luling** sold for \$212,500 by Mary and Allison Ford to Jenna and Roland Salazar.
- **314 Beau Place Blvd. in Des Allemands** sold \$68,000 by Chad and Crystal Matherne to Brittany Adams.
- **603 Mary St. in Norco** sold for \$183,129.10 by Murray Development LLC to Joshua and Brittany Davis.

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FUNDRAISER from 1A

gives others hope in times of despair. Many of you have never met this wonderful couple, yet your generosity and love poured out nonetheless. Now we continue our work through prayers for healing.”

Katie and her husband, Jameson, have been active participants in the St. Charles Borromeo ACTS family for the past four years, as Jameson has served as the leader of the Men’s ACTS music ministry and has been active in every retreat since 2016.

This year Katie was diagnosed with Grade IV glioblastoma.

“The level of support and care has just been ... it’s just absolutely what keeps me thriving and keeps my spirit up,” Katie said. “It means so much to be kept in everyone’s hearts and minds. It keeps my positivity going, and that’s everything to me to stay positive. I feel like the days I feel my best are the days I’m the most positive.”

After the summer of 2020 brought 10 straight days of migraines so bad that



(Left) Katie and her husband, Jameson, with their two children. (Above) Katie is currently battling brain cancer.



they kept her in bed, Katie went in for a scan. Two days later she had surgery to remove a 3 cm tumor, and then had to wait weeks for the startling diagnosis.

“It was total shock because the weeks between my surgery and the diagnosis I was really feeling like I was doing well,” she said. “I felt very cognitively well, and we felt good. It was a total shock.”

The diagnosis was Grade IV glioblastoma. Katie will continue her chemo routine for a year.

“We always say, ‘Keep on keeping on’ - it’s absolutely how I greet each day,”

she said. “What is most important to me is to see the good and care in others in really trying times - that people are not giving up their kindness, they’re not giving up the things that make the world special even though this year has been tremendously hard on everyone.”

Katie said Jameson, as well as her children Ronan and Ginny, have been an extraordinary support system.

“I wouldn’t be alive without him,” she said of Jameson. “He is absolutely the best thing that I could have ever asked for.”

BIRTHDAY from 1A

Kelly, a familiar face to many as a secretary at Hahnville High School, took to social media with a simple request: if people could drive by the family’s home between 1 and 3 p.m. on Christmas Eve, en route to their own family gatherings, and wave hello or honk their horn to send some well-wishes to Thomas on his big day.

“I was out walking the dog and I just had the thought,” Kelly said. “Why not post something on Norco News (a community Facebook page) and ask if people would mind having a drive-by, just so people could blow their horn and say happy birthday. I put between 1 and 3 because I didn’t want to inconvenience anybody.”

The community took to that request, and then some. There were police cars, fire trucks, and a long line of cars when the clock struck 1 p.m. on Thursday, the gathering for an all-out parade that began at Norco Elementary School and traveled to and down 5th Street, where Thomas would be waiting near the Roberts’ home. Some even brought gifts. It all went far beyond what mother and son alike ever expected.

“We went out at 12:50 and there were lines of cars by the school,” Kelly said. “It was just awesome ... Thomas just loves people. He was just excited to wave to everyone, excited about it all.”

She said when she posted the request online, some who responded began offering some constructive ways to improve upon the idea, like making



Thomas Roberts holds up a sign wishing him happy birthday.

the time more specific and having a parade. They also wanted to know what Thomas’ favorite things were (For the record: he loves the Saints and LSU, a true fan.)

“People were asking questions, like what does he like? And I’m like, you don’t have to give gifts, you can just wave! But it was really great,” Kelly said. “My neighbor said she set her alarm

for 11:50 to go get in line. You live right across the street! Everyone was really amazing with it.”

Her brother drove by them at 1:45 p.m., and didn’t stop. Kelly soon learned he was coordinating.

“His in-laws are police officers and he was getting some of them to go drive down,” said Kelly. “They got on the speakers and were telling Thomas happy birthday. Some people were driving by until 3 p.m. It was awesome.”

Norco’s Renny Weber saw her post, and the local firefighter decided to bring his own flavor to the event, while also spreading word of the event to potential participants.

“He said, ‘Well, I’m going to get a firetruck!’” Kelly said.

Among gifts, one woman made him an LSU/Saints blanket and got it embroidered with his name on it.

It all made quite an impact, she said. “It really makes you realize with everything going on in the world ... there’s so much focus on shootings, killings and all that’s wrong in the world. You don’t think people really care about you,” Kelly said. “Then with something like this ... it just makes you feel loved. You realize people do care. It was very emotional and very touching to me. I can’t believe they went out of their way to do that in such a short amount of time.”



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Early signings mark prep stars ready for the next level

Football, softball standouts make it official

Ryan Arena Editor
ryana@heraldguide.com

Tyler Oubre said the dream she's had almost all her life came true.

"It's been my whole goal to play college softball, since I was about eight years old," said Destrehan's ace pitcher, who recently signed with the University of Louisiana-Lafayette. "It's been my dream since I was little and I'm so grateful for this opportunity."

Oubre signed at a special ceremony held to honor the occasion, one of several St. Charles Parish star student-athletes to make their collegiate destination official this December during the NCAA's early signing window.

At Hahnville, three Tiger athletes put pen to paper as well during an early signing cere-

while softball stars Makenna Cortez and Kathryn Smith each signed letters of intent as well, Cortez with the University of Alabama-Birmingham and Smith with Jones College.

Oubre's junior season was cut short due to the COVID-19 pandemic cancelling all spring sports in Louisiana. It interrupted a highly anticipated season for the Ladycats following the team's longest postseason run ever in 2019, as Oubre led the team into the state quarterfinals during a dominant sophomore season: she posted a 1.58 ERA that season and allowed just one earned run in 27 playoff innings. That included a 13-inning classic against Northshore that saw her go the complete

wanted.

"I talked to a few people who have played there ... they all said it's the best environment to be in," Oubre said. "That fanbase is amazing, the coaching staff is amazing. People who I know who live in Lafayette love it so much. I'm really excited."

Like Oubre, Hahnville's three signees have made tremendous impacts on their respective programs and will soon have a chance to do the same at the next level.

Hamilton made a big impact with the Tigers after transferring from John Ehret as a sophomore two years ago. He played two years at cornerback before moving to safety as a senior – his experience and status as a veteran player valuable in that spot in what was a young secondary this past season. The 5'11, 180 lb. senior made 97 tackles and intercepted six passes in his final season, and was also an electric playmaker in the return game.

He helped the Tigers reach the Class 5A state championship game as a sophomore, then back-to-back winning seasons in each of the past two years.

Cortez and Smith, meanwhile, garnered the eye of collegiate coaches despite the cancellation of the 2020 softball season after the Tigers' first 11 games. While their junior year was cut short – the Lady Tigers were 9-2 at the time of the cancellation – the two players put plenty on display in their respective sophomore seasons.

Cortez batted .404 with



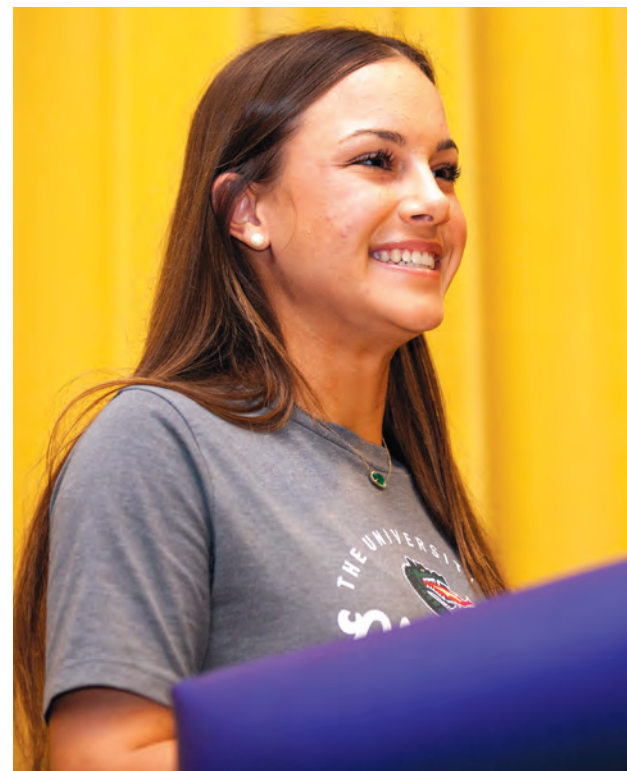
Above, Alijah Hamilton enjoys the moment at HHS' early signing ceremony. Below, Makenna Cortez (bottom left) and Kathryn Smith do the same.

a .509 on-base percentage and drove in 28 RBIs in 2019 for the Tigers. The versatile defensive player is capable of playing several spots on the field and has done so for Hahnville,

playing throughout the infield and outfield.

Smith, meanwhile, brings a big bat. She entered the Hahnville record book as a sophomore in 2019: she stands

as the Tigers' all-time single season home run champion with 11 round trippers. She batted .387, drove in 33 RBIs and got on base at a .487 rate.



mony held by the school. Talented defensive back Alijah Hamilton signed on with McNeese State on a football scholarship,

game, earning 16 of her 274 strikeouts on the season in that game.

She said ULL checked off everything she



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OFFENSIVE

PLAYERS

OF THE

YEAR



Trey LaBranch

Hahnville, Senior running back

The latest in a strong line of Hahnville rushers, LeBranch got his shot to shine in 2020 and it's exactly what he did. Though an injury derailed him from appearing in the postseason, he made his mark on anyone who attended a Tigers game this season, rushing for 1,017 yards on 102 attempts – over 10 yards a carry – and 14 touchdowns. He added 63 yards and a score in the receiving game and was constant as a threat to take it the distance.



Razan Keller

Destrehan, Senior running back

In an era of spread offenses and speedy, pass-catching backs, Keller is a throwback. The 5'7, 215 lb. running back is a downhill, physically punishing runner, and that suited a Destrehan team that won with relentless ball control and suffocating defense just fine. Keller rushed for 1,140 yards and 16 touchdowns this season, averaging 8.7 yards per carry. Sometimes he ran around defenders. More often he ran through them.

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DEFENSIVE

PLAYERS

OF THE

YEAR



Cincere Simmons
Hahnville, Sophomore defensive lineman

The lineman's first season with the Tigers brought sudden impact. He wreaked havoc at the line of scrimmage to lead a young Hahnville front seven, making 50 tackles (14 assists), 15 of those for loss. His effect on the passing game was just as potent, recording 8.5 sacks of opposing passers. His future is bright and he figures to be a cornerstone for the Tigers again next season.



Tyler Morton
Destrehan, Senior defensive back

Destrehan has established a long tradition of playmaking safeties in its secondary and Morton proved worthy of that lineage. As a returnman, he was a game-changer as well. His defining moment will likely be his 48-yard fumble return for a score to provide the only points in Destrehan's 6-0 quarterfinal win at Ruston. On the season, he made 74 tackles, five tackles for loss, intercepted four passes, forced a fumble and broke up six passes. He scored four times on returns, three of those in the kicking game.

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Lifestyles, News, & Sports

2020

YEAR IN REVIEW



It was the first football season of the Marcus Scott era at Destrehan, and the new head coach had a strong first season with the program. Destrehan lost its first game of the 2020 season at St. Paul's, but quickly turned things around to reel off 10 straight victories en route to a state semifinalist finish, district championship and 10-2 overall record.



2020 marked the retirement of longtime Destrehan head football coach Stephen Robicheaux after 18 seasons at the helm of the program. Robicheaux went 186-41 with two state championship victories over his time with the team and guided DHS to the Class 5A title game in his final season.



Like Destrehan, Hahnville also marks 2020 as a year of new beginnings - for the Tigers, it was the promotion of Daniel Luquet to head football coach after the departure of Nick Saltaformaggio, who had a successful run with the program from 2014 to 2019. The Tigers retooled as a high octane spread attack under Luquet, going 5-4 in his first season - one that provided plenty of offensive fireworks.



Hahnville had one of the finest seasons in the history of its basketball program, as the Tigers marched to the Class 5A state semifinals and finished its season with a 26-10 record. The Tigers won three postseason games en route to that finish, including a road win over No. 2 Ouachita Parish in the state quarterfinals.



The Desty Darlings dance team earned the Louisiana Sweepstakes Award for having the highest scores in their division making them the 2020 Division 1 High School Louisiana State Champions at the 2020 American All-Star Louisiana State Competition in Lafayette.



Destrehan moved from Division II to Division I last season, but the Wildcats took to the promotion quite well, going 15-6-1 against a tougher slate of foes and reaching round two of the state boys soccer playoffs.



A blistering defense keyed a sensational season for Hahnville's Lady Tigers on the basketball court. The team went 27-5 last season and embarked on a run to the Class 5A quarterfinals and a district crown.



Destrehan went 21-7 this season on the volleyball court in a true breakout season for the program. DHS won its district crown, reached round two of the state playoffs, led by one of the state's hitting leaders in Ryley Boyne.



2020 was a retooling year for the Lady Tigers on the volleyball floor, but that didn't mean anything came easy for the opposition. HHS returned to the state playoffs once again in 2020, its young team finishing 11-11 on the season.



Hahnville made a leap forward on the soccer field last season, earning the No. 10 seed in Class 5A, going 14-6-4 on the year and earning its highest playoff seed in nearly a decade. While the Tigers lost a heartbreaker in round one to Barbe, the upward trajectory of the program is clear.



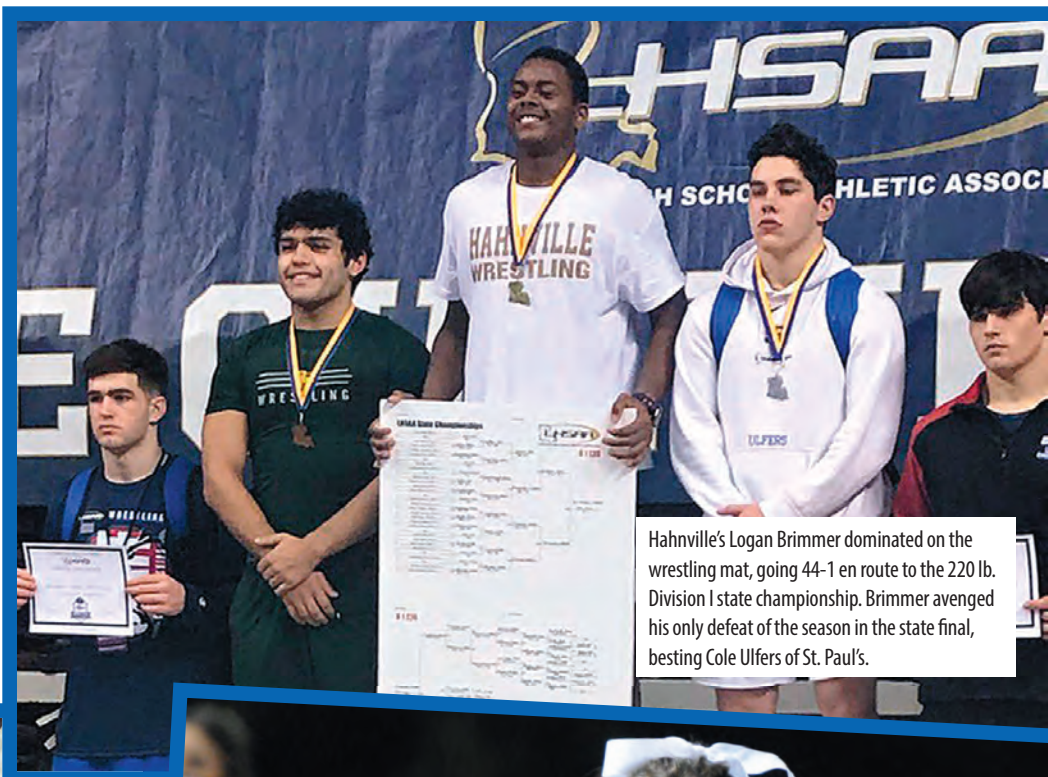
The Ladycats made a strong run to finish their season on the soccer field, winning six matches in a row - including a first round victory - before falling in round two of the postseason. The team finished 10-8-4, turning around its campaign after a relatively slow start.



An eager Destrehan club coming off arguably the best season in the program's history had to close ranks after a 5-5 start to 2020, following the cancellation of the softball season due to COVID-19. The Ladycats should return their core from a team that had no senior starters, led by ace pitcher Tyler Oubre.



Hahnville was on fire both to start and end its abbreviated 2020 season. The Lady Tigers were 9-2 last season, including wins over Mount Carmel, Lutchter and rival Destrehan.



Hahnville's Logan Brimmer dominated on the wrestling mat, going 44-1 en route to the 220 lb. Division I state championship. Brimmer avenged his only defeat of the season in the state final, besting Cole Ulfers of St. Paul's.



Destrehan won its 10th and final game of the abbreviated prep baseball season to round out its record at 5-5. The Wildcats were rounding into form with three wins in four games.



2020 brought a sports year like never seen before in the River Parishes - and worldwide. Sacrifices were made by many both on and off the field or court of competition, and after the cancellation of spring sports, the games were back on in the fall, with attendees masked up but still full of spirit.

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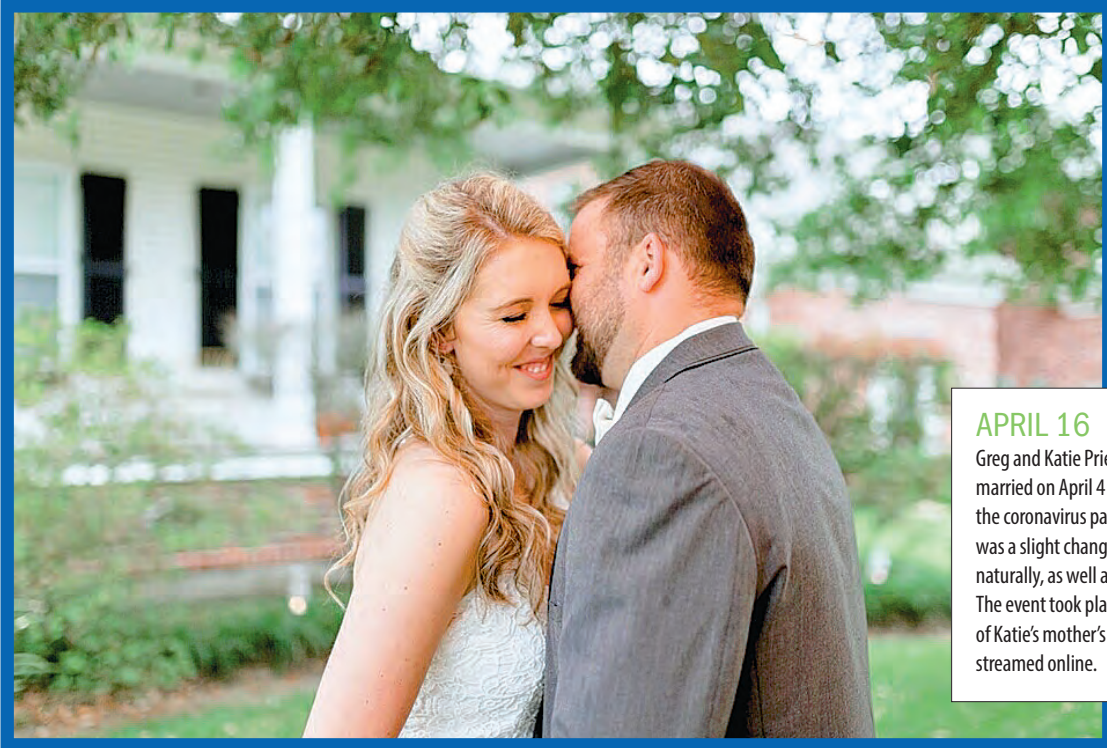
2020 YEAR IN REVIEW



JUNE 4
Tara Vicknair, a Destrehan native and now Montz resident, whipped up her first batch of face and body glitter in 2019 on a whim. Almost immediately after doing so she began selling her glitter creations on Facebook, and Glitter Over Nola was born. She was selling wholesale to stores just a month later.



APRIL 23
When Deante Armstrong found himself with extra time on his hands because of the coronavirus pandemic, he used that time – and his hands – to create something extraordinary. The St. Rose resident and art teacher at Fifth Ward Elementary in Reserve decided to act upon his idea of creating custom picnic tables for children when the pandemic closed the doors to his job.



APRIL 16
Greg and Katie Prieur were married on April 4 in the midst of the coronavirus pandemic. There was a slight change in venue, naturally, as well as other tweaks. The event took place on the lawn of Katie's mother's house and was streamed online.

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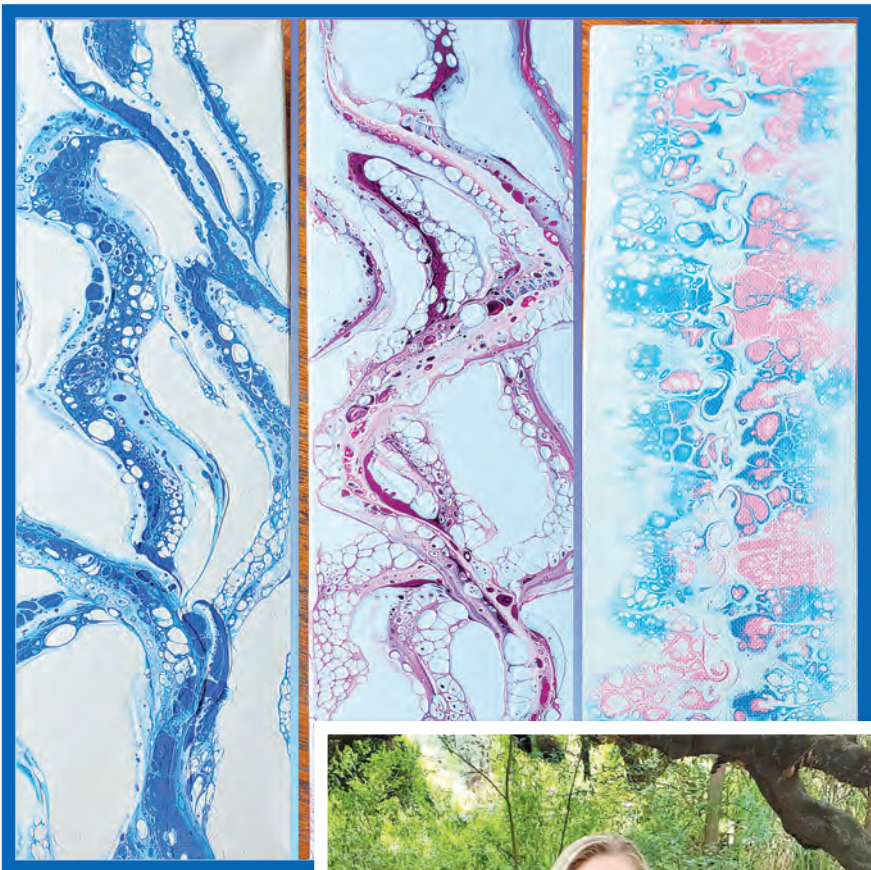
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JUNE 25
Snowballs, gnomes, New Orleans-inspired cocktails or your child's favorite cartoon character – whatever the occasion or preference, Courtney Singletary can decorate your door for it. She started her company, Ginger & A Baby, after she had her first son.



MAY 7
What started out as a quarantine boredom buster for a local mother and daughter duo quickly turned into beautiful and unique forms of art and self-expression. Karen Boudreaux and her daughter Addison, 7, mastered acrylic paint pouring and even turned it into a small business and created a Youtube tutorial page.



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Lauren Sharett, MD
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Dr. Sharett earned her undergraduate degree from Brown University and her medical degree from Tulane School of Medicine in New Orleans. She completed her neurology residency at Tulane Medical Center and Barrow Neurological Institute in Phoenix, AZ.

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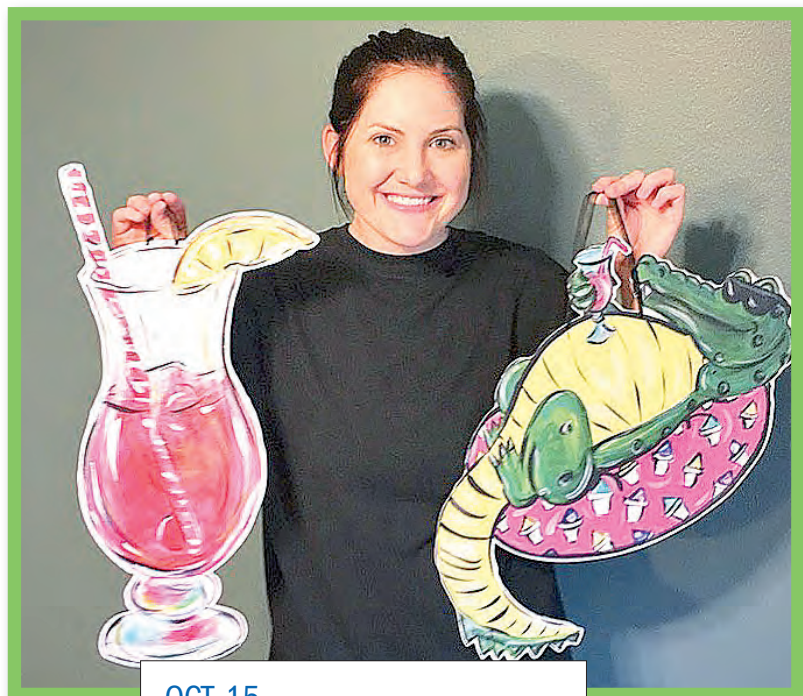
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OCT. 15
Nola Bee owner and artist Summer Zeringue McCune took her business to new heights in 2020 with increased offerings, a full-service website and a partnership with Rouses.



NOV. 12
Valerie Berthelot was named St. Charles Parish Government's 2019 Employee of the Year. Berthelot started working for the parish in 1990. Her 30-year tenure of public service to the residents of St. Charles Parish has provided support through nine terms of St. Charles Parish government officials consisting of 44 council members and five parish presidents.

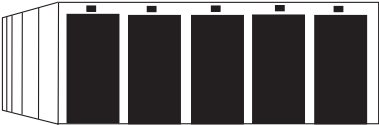


NOV. 5
While the pandemic halted many live performances and holiday traditions, the River Region Ballet, Inc. has devised a plan for its own show to go on. The 26th year of their Nutcracker production was taped and streamed online in lieu of traditional live shows. The company's combination of dancers, sets and costumes coupled with Tchaikovsky's timeless music makes the Nutcracker one of the most popular local holiday traditions.



AUG. 20
Children in St. Charles Parish were given a free, artistic outlet in August when a series of art classes were held at the Boutte Community Outreach Center. Organized by Marilyn Diggs, a retired school secretary, and Nena Matherne, a retired teacher, the classes were an offshoot of their after-school tutoring program that is housed at the center.

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Sofia on Christmas morning



Bella Cortez, Pixie and her new puppy, Lila



The Dufrene family



Demi and mommy



Mandy, Emily, Corinn and Earl Witt



Snow Babies Kohen, Aubree, McKenzie, Milan and Demi



Kolton and Kason at the Sugar Factory



Herald-Guide

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MEMORIES

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Lily-Reas Faucheux loving her first Christmas



Melinda and Marty Eitmann enjoy the Lake Salvador view



Nevaeh and her Paw Paw



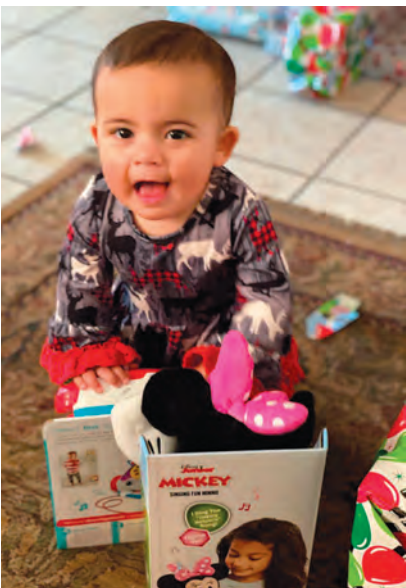
Owen Robert celebrates his first Christmas



Emily and Tre



Mignon and Delaney Hammett with Christmas Eve fireworks



Brae'Lynn's first Christmas



Christmas fly by visit with Vicki Johnson-Cain and Paul Tatum Jr.



Kenley saying cheese for the camera and Kameron's first Christmas



Finn Sponge was so excited for Christmas

Classified

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12B

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JANUARY 6, 2021

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Prayers

“Hope”

Our hope is in Thee O, Lord & in Thee do
we put our trust.
One cannot live in this world without
hope.
We cannot change anything, but we can
hope & pay for the best.
God is in control, but prayers from the
heart touches God’s heart & that is good
enough for all of us.
The heart of God is love & He who loves,
touches God’s heart.
Our love for one another is great in God’s
sight, for our God is love & expect us to
love one another as He loves us.
The love for God gives us hope for our
external rest in Heaven & be with Him
forever.
Amen

Edna Matherne

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ST. CHARLES PARISH PUBLIC NOTICES



Matthew Jewell
Parish President
985-783-5000
president@stcharlesgov.net



La Sandra Darensbourg
Gordon
Councilwoman, District I
985-240-0213
lgordon@stcharlesgov.net



Mary K. Clulee
Councilwoman, District II
504-330-3237
mclulee@stcharlesgov.net



Dick Gibbs
Councilman, District III
504-330-4262
dgbbs@stcharlesgov.net



Nicky Dufrene
Councilman, District IV
504-512-3355
ndufrene@stcharlesgov.net



Marilyn B. Bellock
Councilwoman, District V
504-360-2025
mbellock@stcharlesgov.net



Bob Fisher
Councilman, District VI
985-240-0172
bfisher@stcharlesgov.net



Julia Fisher-Perrier
Councilwoman, District VII
985-308-0366
jperrier@stcharlesgov.net



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

Public Notice

NOTICE OF PUBLIC HEARING

ST. CHARLES PARISH HOUSING AUTHORITY

Notice is hereby given that the St. Charles Parish Housing Authority will conduct a public hearing and invite comments on their proposed Five-Year Plan.

The Five-Year Plan will clearly state the mission, goals and objectives of the SCPHA and what they plan to achieve over the next five years, as well as give status report on the accomplishments and progress made during the previous five years. Every program and financial approach will be planned and detailed in the Five-Year Plan, including capital improvements, demolition and/or dispositions, homeownership programs, conversion of public housing, project-based vouchers as well as other housing needs. The Five-Year Plan is now available for review for the next 45 days in the Administrative office of the SCPHA via the agency's website at www.scphousingauthority.com.

Public Housing Residents, Housing Choice Voucher Participants, and the public at-large are invited to attend and provide comments at the Hearing. The Public Hearing is scheduled as follows:

Wednesday, January 6, 2021 at 5pm

St. Charles Parish Court House, Second Floor

15045 River Road, Hahnville, LA 70057

Anyone wishing to speak about the proposed Five-Year Plan is invited to attend the public hearing and voice his/her opinion. Additionally, submission of written comments must be sent to : St. Charles Parish Housing Authority, Attention: Leatrice Hollis, Executive Director/ P.O. Box 448, Boutte, Louisiana 70039

For additional information, assistance, or other accommodations, please call (985) 785-2601.

Publish: November 26, 2020 December 3, 10, 17, 24 & 31, 2020

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, JANUARY 11, 2021, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2020-0362 (12/21/20, Jewell, M. Bingham)

An ordinance to approve and authorize the execution of an Agreement with the Louisiana Department of Transportation and Development (DOTD), for Parish Project No. P190201 Lakewood Drive Reconstruction State Project No. H.014051, Federal Aid Project No. H014051.

2020-0363 (12/21/20, Jewell, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from M1 to R-1M on approximately 7.2 acres of Parcel D-2AA, Fairview Plantation Subdivision, St. Rose, as requested by BMB Real Estate, LLC.

2020-0364 (12/21/20, Jewell, M. Bingham)

An ordinance to approve and authorize the execution of a contract with BLD Services, LLC, for Parish Project No. S181201 Lone Star Sewer Rehabilitation, with a Bid in the amount of \$288,254.00.

2020-0346 (12/21/20, Jewell, M. Albert)

An ordinance to approve and authorize the execution of a Professional Services Agreement between The Center for Planning Excellence, Inc. and St. Charles Parish. The Professional Services Agreement for \$277,000.00 is to update the Parish Comprehensive Land Use Plan.

2020-0348 (12/21/20, Jewell, M. Albert)

An ordinance approving and authorizing the execution of an Act of Dedication for River Place Estates Phase 1, Hahnville.

**PUBLISH: December 24, 31, 2020
January 7, 2021**

**Legal notice deadline
is every Friday at 3pm
for the following week**
legals@heraldguide.com

Public Notice

Monday, November 9, 2020
Council Chambers

**BOARD OF COMMISSIONERS OF THE (9-1-1)
ST. CHARLES PARISH COMMUNICATIONS DISTRICT**

PRESENT:

Major Sam Zinna, Sheriff's Office Representative
Chief Oliver Dufrene, Firemen's Association
EMS Director Michael Guillot, St. Charles Hospital Representative
Armond Bourque, Parish President's Representative
Amber Walsh, Minute Clerk

ABSENT:

Chief Tommy Barreca, Council Representative
Captain Johnny Bourgeois, Firemen's Association
Chief Rodney Madere, Sheriff's Office Representative

IN ATTENDANCE:

Maj. Donnie Smith / Sheriff's Office
Ravenel Mixon / 9-1-1 Director
Amanda Pertuis / 9-1-1 Assistant Director
Arielle Lege / 9-1-1 QA Manager

CALL TO ORDER:

Major Zinna called the Monday, November 9, 2020 meeting of the Board of Commissioners of the St. Charles Parish Communications District to order at 5:00 p.m., which was held in the Council Chambers.

SILENT PRAYER & PLEDGE:

Time for a silent prayer was given followed by the Pledge of Allegiance.

Maj. Zinna welcomed to the Board Mr. Armond Bourque who will be representing the Parish President.

Motion was made by Mr. Guillot and seconded by Chief Dufrene approving minutes of the meeting held on Monday, October 12, 2020.

YEAS: ZINNA, DUFRENE, GUILLOT, BOURQUE
NAYS: NONE
ABSENT: BARRECA, BOURGEOIS, MADERE
Motion carried.

REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES:

A. SECRETARY/TREASURER REPORT:

Motion was made by Mr. Bourque and seconded by Chief Dufrene approving payment of Herald/Guide Invoice #116471 dated November 1, 2020 in the amount of \$306.80.

YEAS: ZINNA, DUFRENE, GUILLOT, BOURQUE
NAYS: NONE
ABSENT: BARRECA, BOURGEOIS, MADERE
Motion carried.

B. 9-1-1 DIRECTOR'S REPORT:

9-1-1 Assistant Director Amanda Pertuis gave a brief overview on personnel, maintenance, etc., for the 9-1-1 Communications Center.

C. 9-1-1 CENTER EXPANSION COMMITTEE

Maj Zinna gave a brief overview of the 9-1-1 Center Expansion Project.

UNFINISHED OLD BUSINESS:

NONE

NEW BUSINESS:

A. Motion was made by Chief Dufrene and seconded by Mr. Bourque to transfer \$500.00 from the Fund Balance to a new line item in the budget, Acct. #322 (Medical, Drugs), to cover expenses in that account
YEAS: ZINNA, DUFRENE, GUILLOT, BOURQUE
NAYS: NONE
ABSENT: BARRECA, BOURGEOIS, MADERE
Motion carried.

B. Motion was made by Mr. Bourque and seconded by Mr. Guillot to transfer \$4,000.00 from the Fund Balance to a new line item in the budget, Acct. #693 (Other Fees), to cover expenses in that account.
YEAS: ZINNA, DUFRENE, GUILLOT, BOURQUE
NAYS: NONE
ABSENT: BARRECA, BOURGEOIS, MADERE
Motion carried.

ANNOUNCEMENTS:

Major Zinna announced that the election of officers will be held at the December meeting.

The next regular meeting will be held Monday, December 14, 2020 at 5:00 p.m. in the Council Chambers.

Motion to adjourn was made by Mr. Bourque and seconded by Chief Dufrene.

YEAS: ZINNA, DUFRENE, GUILLOT, BOURQUE
NAYS: NONE
ABSENT: BARRECA, BOURGEOIS, MADERE
Motion carried.

There being no further business Major Zinna adjourned the meeting at 5:10 p.m.

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

ATTEST: 
SAM ZINNA
PRESIDENT
ST. CHARLES PARISH
COMMUNICATIONS
DISTRICT (9-1-1)

ATTEST: 
JOHNNY BOURGEOIS
SECRETARY/TREASURER
ST. CHARLES PARISH
COMMUNICATIONS
DISTRICT (9-1-1)

Publish: December 31, 2020

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE

Suit No: (45) 87898-C

Date: Friday, November 6, 2020
21 ST MORTGAGE CORPORATION
VS

SARAH MCKINNEY
BOUDREAUX AND ROSIE M.
STRICKLAND
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, JULY 31, 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, JANUARY 6, 2021, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: 1996 Fleetwood mobile home 16 x 80 bearing serial number TXFL-T12A25415FD21 *

One (1) certain lot of ground, together with all the buildings and Improvements thereon in the New Sarpy Subdivision, Parish of St Charles, State of Louisiana, being numbered Lot 9 in Square 33 being bounded by West McAdoo Street, West Lawson Street, Sixth Street and Railroad Avenue, said Lot 9 measuring 15 feet front on West McAdoo Street by a width in • its rear of 42 feet; 80 feet on its West line and 85 feet on its East line, all as per map on file in the office of Donald F. Blythe, New Orleans, LA. and

Two (2) lots #10 and #11, measuring 201 front each on West McAdoo Street by a depth of 80', Square 33, New Sarpy Subdivision, Wards 3 and 5, St Charles Parish, Louisiana, as per plan of subdivision by Blythe Co., Inc. and Two (2) certain lots of ground, in what is known as New Sarpy Subdivision located in the Parish of St Charles, Louisiana, designated by the Numbers Twelve (12) and Hurteen (13) in Square 33, boqncjed by West Lawson Street, West McAdoo Street, Sixth Street and West Railroad Avenue, according to a plan of said subdivision, a copy of which is filed in the office of the Cleric of Court and Recorder for the Parish of St Charles, said lots adjoin each other and measure each Twenty (20) feet on West McAdoo Street; by a depth of Eighty (80) feet *

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWENTY-FIVE THOUSAND TWO HUNDRED SIXTY-ONE AND 62 / 100 (\$25,261.62) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: December 03, 2020
December 31, 2020
ATTORNEY FOR PLAINTIFF:
KAREN E. TREVATHAN

8235 YMCA PLAZA DRIVE, SUITE 400
BATON ROUGE, LA 70810
225-334-9222
SCSO-CIV-209-0402

Sheriff’s Sale

SHERIFF’S SALE
SHERIFF’S OFFICE
Suit No: (45) 88256-D
Date: Friday, November 13, 2020
CITIBANK, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE OF NEW RESIDENTIAL MORTGAGE LOAN TRUST 2019-RPL3 VS
BRAD JOSEPH POIRIER, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, OCTOBER 19, 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, JANUARY 6, 2021, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: TWO CERTAIN LOTS OR PARCELS OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, prescriptions, appurtenances, advantages and component parts thereunto belonging or in any wise-appertaining, lying and being situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as ST. ROSE SUBDIVISION, and according to a plan of subdivisiuon by Frank T. Payne, C.E. dated- April 15, 1915.a blueprint of which is filed for record record in the office of the Clerk of Court of St. Charles Parish, Louisiana and further reording to a plat of Survey by Gilbert Kelly and Couturie, Inc Surveying and Engineering, dated April 28, 1996 said portion of ground is designated as LOTS 12 and 13, BLOCK 12., which block is bounded by Oak Street (formerly Avenue A), Lily Strteet (formerly 5th Street), property known or formerly belonging: to W.A Efler and 4th Street, and which lots adjoin each other and measure together 60 feet front on Oak Street, a width of 60.01 in the-rear, a depth of 90.93 feet along, the sideline nearer Lilly Street and a depth of 92.29 feet along the opposite sideline; subject to rastrictions., servitudes, rights-of-way and outstanding mineral rights of record affecting the property. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED TWENTY-THREE THOUSAND NINETY AND 79 / 100 (\$123,090.79) 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.
PUBLISH ON: December 03, 2020
December 31, 2020
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
Jason R. Smith
1505 North 19th Street
P.O. Box 2867
Monroe, LA 71207-2867
318-388-1440

Public Notice



ADVERTISEMENT FOR BID
ST. CHARLES PARISH HOSPITAL

Sealed bids will be received at the St. Charles Parish Hospital, 1057 Paul Maillard Road, Luling, Louisiana until 1:00 PM, Wednesday, January 25, 2021, at which time bids will be opened in public in Suite 200 – Administration/Magnolia Room for the following:

ST. CHARLES PARISH HOSPITAL AHU REPLACEMENTS

All bids should be submitted in a sealed envelope clearly marked

“BID ON ST. CHARLES PARISH HOSPITAL AHU REPLACEMENTS
DO NOT OPEN UNTIL BID OPENING”

including bid amount, name, address and telephone number of bidder. Address envelope to St. Charles Parish Hospital, P. O. 87, Luling, LA 70070. Attention: Thomas Duplantis

Any bid received after 1:00 PM – Wednesday, January 25, 2021, shall be returned to the bidder unopened.

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from www.cityblueprint.com. Printed copies are not available from the Designer, but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to the Designer at: YKMH Consulting, LLC, 3500 N. Causeway Blvd, Suite 1500, Metairie, LA 70002, PHONE (504) 264-5112

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful bidder shall be required to furnish a performance and payment bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the contract amount.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD Friday, January 15 at 1:00 PM in the Plantation Room at 879 Milling ave Luling LA, 70070 . Please send an RSVP to Louts King at lking@ykmhconsulting.com at least (7) days prior to the pre-bid conference. Pre-bid location may change in response to the latest guidance from the State of Louisiana on gathering sizes during the COVID-19 Pandemic.

The Contractor shall hold a Louisiana Contractor’s license in Mechanical work. Each bid shall be accompanied by a bid bond, certified check or cashier’s check for an amount equal to five percent (5%) of the total base bid. An executed affidavit must be submitted prior to bid award. Bids will be publicly opened and read aloud. No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

Bids may also be submitted electronically by going to www.centralauctionhouse.com. Contractors opting to submit an electronic bid will be required to register on the website and pay a one-time annual service fee for this service.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section; and those stated in the bidding documents shall not be waived by any entity.

Bidders need not be present for opening of bids.

PUBLISH: December 31, 2020
January 7, 2021
January 14, 2021

PRE-BID CONFERENCE DATE: January 15, 2021

BID OPENING DATE: January 25, 2021

Public Notice

ST. CHARLES PARISH GOVERNMENT
ADJUDICATED PROPERTY SALE ADVERTISEMENT

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CONSTITUTION AND THE LAWS OF THE STATE OF LOUISIANA, I WILL SELL, AT CIVICSOURCE.COM, WITHIN THE LEGAL HOURS FOR JUDICIAL SALES BEGINNING AT 8:00 O’CLOCK A.M ON THE 3rd DAY OF MARCH, 2021 AND CONTINUING UNTIL SAID SALES ARE COMPLETED, TITLE TO IMMOVABLE PROPERTY ON WHICH TAXES WERE ADJUDICATED TO THE ST. CHARLES PARISH GOVERNMENT, TO ENFORCE COLLECTION OF TAXES. THE NAMES OF SAID DELINQUENT TAX DEBTORS AND THE LEGAL DESCRIPTION FOR EACH OF THE PROPERTIES TO BE OFFERED FOR SALE ARE AS FOLLOWS:

ST. CHARLES PARISH
329 GOOD HOPE ST. LA TAXES OWED ARE WITH TWO (2) CERTAIN PORTIONS OF LOTS OF GROUND, SITUATED IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, AND ALL RIGHTS, WAYS, PRIVILEGES, SERVITUDES AND ADVANTAGES THEREUNTO BELONGING, ON THE LEFT DESCENDING BANK OF THE MISSISSIPPI RIVER IN WHAT IS KNOWN AS “GOOD HOPE SUBDIVISION” ACCORDING TO A PLAN MADE BY J.A CARMENA, CIVIL ENGINEER, DATED FEBRUARY 14TH., 1921, A COPY OF WHICH IS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF THE PARISH OF ST. CHARLES AND WHICH IS MADE A PART HEREOF BY REFERENCE THE PORTIONS OF LOTS HEREIN CONVEYED ARE DESIGNATED AS THE NORTH ONE-HALF (N1/2) OF LOT NUMBER NINE (9) IN SQUARE “A” AND THE SOUTH ONE-QUARTER (S¼) OF LOT NUMBER TEN (10) IN SQUARE A OF THE AFOREMENTIONED PLAN OF THE “GOOD HOPE SUBDIVISION.” THE PORTIONS OF LOTS HEREIN CONVEYED ARE FULLY DESCRIBED AS FOLLOWS:

THE PORTION OF LOT NINE (9) BEGINS AT A POINT LOCATED FIFTEEN FEET, FIVE AND ONE-HALF INCHES (15’-5 1/2”) FROM THE POINT WHERE THE DIVIDING LINE BETWEEN LOT EIGHT AND LOT NINE INTERSECTS GOOD HOPE STREET, AND EXTENDS ALONG GOOD HOPE STREET TOWARDS THE L.&A. RAILROAD, A DISTANCE OF FIFTEEN FEET, FIVE AND ONE-HALF INCHES (15’-5 ½”) TO THE DIVIDING LINE BETWEEN LOTS NINE AND TEN, BY A DEPTH OF ONE HUNDRED THIRTY-SEVEN FEET, FIVE INCHES (137’- 5”) BETWEEN EQUAL AND PARALLEL LINES. THIS PORTION OF LOT NINE IS BOUNDED ON THE NORTH BY LOT TEN, ON THE SOUTH BY THE REMAINING ONE-HALF OF LOT NINE, ON THE EAST BY GOOD HOPE STREET, AND ON THE WEST BY THE LINE DIVIDING SQUARE “A” FROM SQUARE “P.” THE PORTION OF LOT TEN (10) BEINGS AT THE POINT WHERE THE LINE DIVIDING LOTS NINE AND TEN INTERSECTS GOOD HOPE STREET, AND EXTENDS ALONG GOOD HOPE STREET TOWARDS THE L. & A. RAILROAD, A DISTANCE OF SEVEN FEET, EIGHT AND THREE-QUARTER INCHES (7’-8 ¾”) BY A DEPTH OF ONE HUNDRED THIRTY SEVEN FEET, FIVE INCHES (137’-5”) BETWEEN EQUAL AND PARALLEL LINES, AND IS BOUNDED ON THE NORTH BY THE REMAINING PORTION OF LOT TEN, ON THE SOUTH BY LOT NINE, ON THE EAST BY GOOD HOPE STREET AND ON THE WEST BY THE LINE DIVIDING SQUARE “A” FROM SQUARE “P.” THE TWO PORTION OF GROUND ADJOIN AND ABUT EACH OTHER.
802300A000B9

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

Publish: December 31, 2020

Public Notice

THIS NOTICE BY PUBLICATION IS NOTIFICATION THAT YOUR RIGHTS OR INTEREST IN THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE PARISH OF ST. CHARLES, LOUISIANA MAY BE TERMINATED BY OPERATION OF LAW IF YOU DO NOT TAKE FURTHER ACTION IN ACCORDANCE WITH LAW:

Tax Bill 602300A000B9
PARISH OF ST. CHARLES, WILLIAM BRUCE ROUSSEL JR., GARY GENE ROUSSEL SR., LORRAINE ROUSSEL LEE, KENT L. ROUSSEL SR., DENNIS L. ROUSSEL SR., ROBERT P. ROUSSEL, PARISH OF ST. CHARLES DEPARTMENT OF PLANNING AND ZONING, Felix Gaudet, Thelma Jenkins, beverly g petrolia, anjanette thomas, wendy hebert lober, jerry lee joseph gaudet jr, TIMBERLY ROUSSEL JONES, GARY ROUSSEL JR.
THE NORTH 1/2 OF LOT 9 & THE SOUTH 1/4 OF LOT 10, SQ. A, GOOD HOPE SUBD. Improvements thereon bear Municipal No. 329 Good Hope St., LA

TAX SALE TITLE TO THE ABOVE DESCRIBED PROPERTY HAS BEEN SOLD FOR FAILURE TO PAY TAXES. YOU HAVE BEEN IDENTIFIED AS A PERSON WHO MAY HAVE AN INTEREST IN THIS PROPERTY.

YOUR INTEREST IN THE PROPERTY WILL BE TERMINATED IF YOU DO NOT REDEEM THE PROPERTY BY MAKING ALL REQUIRED PAYMENTS TO THE TAX COLLECTOR LISTED BELOW OR FILE A LAWSUIT IN ACCORDANCE WITH LAW WITHIN 60 DAYS OF THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE, OR THE RECORDING OF AN ACT TRANSFERRING OWNERSHIP, IF LATER.

ST. CHARLES PARISH GOVERNMENT
15045 RIVER ROAD
TAX DIVISION 1ST FLOOR
HAHNVILLE, LA 70057
(985) 783-6237

Publish: December 31, 2020

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF DECEMBER 7, 2020, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.

The seal of the State of Louisiana, featuring a pelican feeding its young in a nest, surrounded by the words "SEAL OF THE STATE OF LOUISIANA" and the date "1808".

St. Charles Parish

Meeting Minutes

Parish Council

St. Charles Parish
Courthouse
15045 Highway 16
P. O. Box 302
Hahnville, LA 70057
985-793-5000
www.stcharlesparish-la.gov

Final

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

Monday, December 7, 2020

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 9 - Bobby Donaldson, Holly Fonseca, La Sandra Darenssbourg 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 Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Darnn Cuhe, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works/Wastewater Director Miles Bingham, Wastewater Assistant Director David deGuerres, Planning & Zoning Director Michael Albert, Grants Officer Stephanie Bruning, Community Services Director Joan Tonglet Diaz, Economic Development & Tourism Director Corey Fauchoux, Dayna Parker, Personnel Officer, R.S.V.P. Director Jeannie Arabia, Justin Robert, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Reverend Michelle Harris
St. Charles United Methodist Church, Destrehan

APPROVAL OF MINUTES

A motion was made by Councilmember Dufrene, seconded by Councilmember Bellock, to approve the minutes from the budget hearing of October 27, 2020, the regular meeting / budget hearing of November 2, 2020, and the regular meeting / budget hearing of November 16, 2020. The motion carried by the following vote:

Yea: 9 - Donaldson, Fonseca, Darenssbourg Gordon, Clulue, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

<u>2020-0341</u>	In Recognition: Dr. J. Cressend Schonberg, St. Charles Parish Civil Service Board
<u>Sponsors:</u>	Mr. Gibbs
Read	
<u>2020-0329</u>	In Recognition: Craig Petit, St. Charles Parish Communications District
<u>Sponsors:</u>	Mr. Jewell
Read	
<u>2020-0330</u>	Proclamation: Toy and Gift Fund Week
<u>Sponsors:</u>	Mr. Jewell
Read	
<u>2020-0338</u>	Confirmation Hearing for Appointment of Director - Department of Waterworks - Mr. Gregory Gorden
<u>Sponsors:</u>	Mr. Jewell
Reported:	Parish President Recommended: Approval Public comment opened, no public comment
Mr. Gregory Gorden spoke on the matter:	
VOTE ON THE CONFIRMATION OF MR. GREGORY GORDEN	
Yea:	9 - Donaldson, Fonseca, Darenssbourg Gordon, Clulue, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay:	0
Confirmed	
REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)	
<u>2020-0336</u>	River Parishes Transit Authority
Mr. Gerard Guter, General Manager, RPTA-SE	
Councilwoman Fisher-Perrier spoke on the matter. Mr. Guter spoke on the matter. Ms. Stacy Van Sickle, Regional Grants Manager, SE Region, spoke on the matter. Councilwoman Clulue spoke on the matter.	
Reported	
<u>2020-0337</u>	Communications District (911)
(Retired Major) Lieutenant Sam Zinna, President	
Reported	
<u>2020-0247</u>	Department of Community Services
Community Services Director Joan Diaz	
Councilwoman Clulue spoke on the matter. Ms. Diaz spoke on the matter. Councilwoman Bellock spoke on the matter. Councilwoman Darenssbourg Gordon spoke on the matter.	
Reported	

2020-0339

Parish President Remarks/Report

Sponsors: Mr. Jewell

Councilman Fisher spoke on the matter.
Public Works/Wastewater Director Miles Bingham spoke on the matter.
Parish President Matthew Jewell 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, DECEMBER 21, 2020, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2020-0331

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 18 - Personnel, Article I. In General, Section 18-1. Regulations for substance abuse by parish employees.

Sponsors: Mr. Jewell

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

2020-0342

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-1. Definitions Section 4-6. Potentially dangerous, dangerous or vicious dogs., and Section 4-10. Keeping of animals not considered pets and keeping of exotic animals.

Sponsors: Mr. Jewell and Department of Animal Control

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

2020-0343

An ordinance to amend Ordinance No. 13-5-14 and Ordinance No. 19-12-16, as previously amended, to provide for the change of Polling Place for Precinct 2-3 in Luling, Louisiana and to authorize the Parish President to execute a Lease with Bible Center Church, 422 Barton Avenue, Luling, on behalf of St. Charles Parish.

Sponsors: Mr. Jewell

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

2020-0344

An ordinance to approve and authorize the execution of an engineering services agreement with Volkert, Inc. for providing all necessary services for the Montz Railroad Culverts and Drainage Improvements Project (P201101).

Sponsors: Mr. Jewell and Department of Public Works

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

2020-0345

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for the provision of office space located in the St. Charles Parish Courthouse, 15045 River Road, Hahnville, LA.

Sponsors: Mr. Jewell

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

2020-0346

An ordinance to approve and authorize the execution of a Professional Services Agreement between The Center for Planning Excellence, Inc. and St. Charles Parish. The Professional Services Agreement for \$277,000.00 is to update the Parish Comprehensive Land Use Plan.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

2020-0347

An ordinance approving and authorizing the execution of a contract with LA Contracting Enterprise, LLC, for the West Bank Trailhead (Project No. P160803) in the amount of \$406,228.00.

Sponsors: Mr. Jewell and Department of Parks and Recreation

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

2020-0348

An ordinance approving and authorizing the execution of an Act of Dedication for River Place Estates Phase 1, Hahnville.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

2020-0349

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to O-L on approximately 2.35 acres of a 41.9 acre tract as shown on a delineation map for Friloux Ventures by T. Baker Smith, located south of Lagattuta Estates Subdivision, as requested by Melissa & Brennen Friloux and Kourtne & Kris Dominaud, on behalf of the property owners Geraldine B. Hooper (Vannoy), Wade D. Hooper, and Lydia H. Lingle.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

2020-0350

An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2021 through 2023 in accordance with the Parish Transportation Act.

Sponsors: Mr. Jewell and Department of Finance

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

PLANNING AND ZONING PETITIONS

2020-0318

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-3 to R-1A(M) on a 7,840 square foot area consisting of Lots 26, 27, and 28, St. Rose Gardens, 716 St. Rose Avenue, St. Rose, as requested by Stephen Aucott.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Speakers:
Ms. Toni Aucott, St. Rose

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0

Enactment No: 20-12-1

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

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 require a Traffic Impact Analysis as part of the permitting process for new development.

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.
Chief Administrative Officer Mike Palamone 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: 20-12-2

2020-0183

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix C, St. Charles Parish Subdivision Regulations of 1981, Section II. Subdivision procedure, C. Minor Resubdivisions, 2. Reserved, and Section II. Subdivision procedure, E. Preliminary Plat Requirements, 3. Preliminary Plat/Additional Submission Requirements, and Section IV. Design standards, to establish a process for analyzing the impact of traffic generated by new development.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

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: 20-12-3

2020-0244

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

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.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Donaldson, Fonseca, Darenbourg Gordon, Clutee, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 1 - Gibbs

Enactment No: 20-12-4

2020-0315

An ordinance approving and authorizing the execution of an Act of Dedication for Esperanza Business Park Phase 2, Luling.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval
Speakers:
Ms. Debbie Dufresne Vial, representing Esperanza Land, LLC, Luling

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: 20-12-5

2020-0316

An ordinance to amend the St. Charles Parish Subdivision Regulations of 1981 to amend the major subdivision process to require partial infrastructure review as part of the Preliminary Plat phase, and amend the Construction Plan Approval process.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Speakers:
Mr. Walter Pille', Destrehan

Public Hearing Requirements Satisfied

Council Discussion
Planning & Zoning Director Michael Albert spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
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: 20-12-5

2020-0317

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 25 - Stormwater Management and Erosion and Sedimentation Control, Article IV, Section 25-52. - Post construction stormwater standards and requirements, paragraph (b)(2) to provide downstream overbank flood and property protection for a 25-year, 24-hour storm event.

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

Reported:
Public Works Department Recommended: Approval
P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Public Works/Wastewater Director Miles Bingham spoke on the matter.

Speakers:
Mr. Walter Pille', Destrehan
Mr. Bingham spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

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: 20-12-7

RESOLUTIONS

2020-0340

A resolution adopting the St. Charles Parish Language Access Plan for Limited English Proficiency Persons for all Louisiana Community Development Block Grant (LCDBG) Programs for the Parish.

Sponsors: Mr. Jewell, Grants Office, Ms. Fonseca, Ms. Darenbourg Gordon, Mr. Gibbs, Ms. Bellock and Mr. Fisher

Reported:
Grants Office Recommended: Approval
Councilwoman Fonseca Recommended: Approval
Councilwoman Darenbourg Gordon Recommended: Approval
Councilman Gibbs Recommended: Approval
Councilwoman Bellock Recommended: Approval
Councilman Fisher Recommended: Approval
Grants Officer Stephanie Brulley spoke on the matter.

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: 0524

APPOINTMENTS

2020-0293

A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District I Representative.

Deferred

2020-0295

A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District VII Representative.

Nominee:
Councilwoman Fisher-Perrier nominated Mr. Cory Savoie

Nomination(s) Accepted

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Dufrene, to Close Nomination(s) for File No. 2020-0295. The motion carried by the following vote:

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

Nay: 0

Nomination(s) Closed

2020-0325

Council Ex-Officio Appointment to the St. Charles Parish Housing Authority.

Nominee:
Councilwoman Fisher-Perrier nominated Councilwoman Marilyn B. Bellock

Nomination(s) Accepted

A motion was made by Councilmember Clulee, seconded by Councilmember Fisher, to Close Nomination(s) for File No. 2020-0325. The motion carried by the following vote:

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

Nay: 0

Nomination(s) Closed

2020-0332

Accept resignation of Ms. Debbia Dufresne Vial - Regional Planning Commission

Resignation Accepted by the following vote:

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

Nay: 0

Resignation Accepted

2020-0333

A resolution to appoint a member to the Regional Planning Commission.

Nominee:
Councilmen Gibbs nominated Mr. Tommy Fauchoux

Nomination(s) Accepted

A motion was made by Councilmember Clulee, seconded by Councilmember Darenbourg Gordon, to Close Nomination(s) for File No. 2020-0333. The motion carried by the following vote:

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

Nay: 0

Nomination(s) Closed

2020-0333

A resolution to appoint Mr. Tommy Fauchoux to the Regional Planning Commission.

VOTE ON THE APPOINTMENT OF MR. TOMMY FAUCHEUX

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

Nay: 0

Enactment No: 0525

2020-0334

Accept resignation of Chief Rodney Madere, Jr. - St. Charles Parish Communications District Sheriff's Office Representative

Resignation Accepted by the following vote:

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

Nay: 0

Resignation Accepted

2020-0335

A resolution to appoint Major Donald Smith to the St. Charles Parish Communications District representing the St. Charles Parish Sheriff's Office.

VOTE ON THE APPOINTMENT OF MAJOR DONALD SMITH

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

Nay: 0

Enactment No: 0526

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2020-0326

Adopt 2021 Parish Council Meeting Schedule

Amendment: to amend the proposed St. Charles Parish Council Meeting Schedule to change Monday, January 4th meeting to Monday, January 11th

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fonseca, to Amend File No. 2020-0326. The motion carried by the following vote:

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

Nay: 0

Amended

Public comment opened; no public comment

VOTE TO ADOPT THE 2021 PARISH COUNCIL MEETING SCHEDULE AS AMENDED

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

Nay: 0

Adopted

2020-0327

Councilwoman Marilyn B. Bellock - Presiding Officer for 2021; Chairman, St. Charles Parish Council

Public comment opened; no public comment

VOTE ON THE APPOINTMENT OF COUNCILWOMAN MARILYN B. BELLOCK

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

Nay: 0

Confirmed

2020-0328

Councilman Bob Fisher - Presiding Officer for 2021; Vice-Chairman, St. Charles Parish Council

Public comment opened; no public comment

VOTE ON THE APPOINTMENT OF COUNCILMAN BOB FISHER

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

Nay: 0

Confirmed

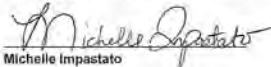
ADJOURNMENT

A motion was made by Councilmember Fisher, seconded by Councilmember Bellock, to adjourn the meeting at approximately 8:02 pm. The motion carried by the following vote:

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

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

Publish: December 31, 2020

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, DECEMBER 21, 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.

2020-0349

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

ORDINANCE NO. 20-12-8

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to O-L on approximately 2.35 acres of a 41.9 acre tract as shown on a delineation map for Friloux Ventures by T. Baker Smith, located south of Lagattuta Estates Subdivision, as requested by Melissa & Brennen Friloux and Kourtne & Kris Donnaud, on behalf of the property owners Geraldine B. Hooper (Vannoy), Wade D. Hooper, and Lydia H. Lingle.

WHEREAS, Melissa & Brennen Friloux and Kourtne & Kris Donnaud, on behalf of the property owners Geraldine B. Hooper (Vannoy), Wade D. Hooper, and Lydia H. Lingle, request a rezoning from R-1A to O-L on an area of land that appears to measure approximately 2.35 acres of a 41.9 acre tract and is as shown on a delineation map for Friloux Ventures by T. Baker Smith, located at the terminus of Terri Drive, adjacent to Lagattuta Estates Subdivision; and,

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

WHEREAS, the Planning and Zoning Commission recommended denial of the request at its regular meeting of December 3, 2020.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

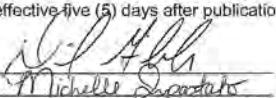
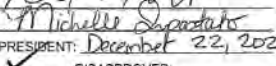
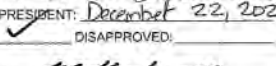
SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A to O-L on approximately 2.35 acres of a 41.9 acre tract as shown on a delineation map for Friloux Ventures by T. Baker Smith, located at the terminus of Terri Drive, adjacent to Lagattuta Estates Subdivision, as requested by Melissa & Brennen Friloux and Kourtne & Kris Donnaud, on behalf of the property owners Geraldine B. Hooper (Vannoy), Wade D. Hooper, and Lydia H. Lingle.

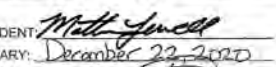
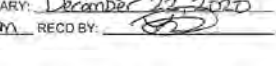
SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A to O-L on approximately 2.35 acres of a 41.9 acre tract as shown on a delineation map for Friloux Ventures by T. Baker Smith, located at the terminus of Terri Drive, adjacent to Lagattuta Estates Subdivision, as requested by Melissa & Brennen Friloux and Kourtne & Kris Donnaud, on behalf of the property owners Geraldine B. Hooper (Vannoy), Wade D. Hooper, and Lydia H. Lingle.

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

YEAS: DARENSBOURG GORDON, CLULEE, GIBBS, BELLOCK, FISHER-PERRIER
NAYS: DONALDSON, FONSECA, FISHER
ABSENT: DUFRENE

And the ordinance was declared adopted this 21st day of December, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: December 22, 2020
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 
RETD/SECRETARY: December 22, 2020
AT: 3:04 pm RECD BY: 

2020-0331

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT

ORDINANCE NO. 20-12-9

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 18 – Personnel, Article I. In General, Section 18-1. Regulations for substance abuse by parish employees.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 90-5-7 on May 21, 1990 which established regulations for Substance Abuse by parish employees; and,

WHEREAS, the Ordinance was amended on June 3, 1991 and on March 17, 2003; and,

WHEREAS, after nearly thirty years of enforcement of this ordinance, it is in need of an additional amendment which provides necessary updates and further clarification for continued compliance.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances, Chapter 18 – Personnel, Article I. In General, Section 18-1. Regulations for substance abuse by parish employees. be hereby amended with new text underlined and deleted text in strikethrough:

Sec. 18-1. - Regulations for substance abuse by parish employees.

I. Purpose.

- (a) The parish has had a strong commitment to its employees to provide a safe-work place, healthy and productive workplace and to establish health care programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the parish established these regulations regarding drug and alcohol abuse. Quite simply, our goal will continue to be one of establishing and maintaining a work environment that is free from the effects of alcohol and drug abuse.
- (b) The parish recognizes that employee involvement with alcohol and drugs poses a safety risk to all employees and can have an impact on the work-place-workplace and our ability to accomplish our goal of an alcohol and drug-free work environment.
- (c) The parish expects its employees to report for work unimpaired by drug or alcohol abuse.
- (d) Employees who voluntarily request assistance in dealing with a personal drug habit or a drinking problem may do so without jeopardizing their continued employment, provided they stop any and all abuse of drugs and alcohol. The personnel officer will refer employees to an appropriate treatment resource. Volunteering for assistance will not prevent disciplinary action for a violation of these regulations which has already occurred. To that end, the parish will act to eliminate any substance abuse which increases the potential for accidents, absenteeism, substandard performance, poor employee morale and damage to the community's reputation.

II. Applications.

This section applies to all employees and job applicants of the parish.

III. Policy.

- (a) Employees of the parish shall not-neither (a) use, possess or ingest-distribute any narcotics, controlled dangerous substances or designer drugs while on the job or, on duty, or on the parish's property, nor (b) report to work while under the influence of any narcotics, controlled dangerous substances or designer drugs, unless prescribed by a physician licensed to practice medicine. Any narcotics violation as defined by state, federal or local statute while on the job or on duty will be grounds for disciplinary action up to and including termination.
- (b) Prescription Drugs. No employee shall use, possess or distribute any prescription drugs while on the job, on duty, or on the parish's property. No employee shall report for work while taking and under the influence of any prescription drugs. An employee who reports to work while taking and under the influence of any prescription drugs will do so only after providing the employee's supervisor with an "Employee's Physician Certification" form completed by the employee's prescribing physician and certifying that the medication will not impair the employee's abilities to perform any and all job functions. No prescription drugs shall be brought upon the parish's

- premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner; and such drug shall be used only in the manner, combination and quantity prescribed. No employee shall operate parish equipment, including motor vehicles, motor patrols, etc., and other apparatus while taking prescription drugs unless the prescribing physician advises the employee's supervisor in writing that the medication will not impair abilities. Any employee whose abuse of prescription drugs results in excessive absenteeism or tardiness, accidents, or below-average performance shall be referred to the appropriate parish representative for resolution. Any employee who violates this policy will be subject to disciplinary action as provided in subsection V.
- (c) Over-the-Counter Medications. No employee shall use, possess or distribute any over-the-counter medications which could impair an employee's ability to perform any and all job functions while on the job, on duty, or on the parish's property. No employee shall report for work while taking and under the influence of any over-the-counter medications which could impair the employee's abilities to perform any and all job functions. An employee who reports to work while taking and under the influence of any over-the-counter medications which could impair the employee's abilities to perform any and all job functions will do so only after providing the employee's supervisor with an "Employee's Physician Certification" form completed by the employee's prescribing physician and certifying that the medication will not impair the employee's abilities to perform any and all job functions. No over-the-counter medications which could impair an employee's abilities to perform any and all job functions shall be brought upon the parish's premises by any person other than the person for whom the medication is prescribed by a licensed medical practitioner; and such medication shall be used only in the manner, combination and quantity prescribed. Any employee whose abuse of over-the-counter medications results in excessive absenteeism or tardiness, accidents, or below-average performance shall be referred to the appropriate parish representative for resolution. Any employee who violates this policy will be subject to disciplinary action as provided in subsection V.
- (d) Alcoholic Beverages. The use, possession, or distribution of alcoholic beverages by employees during working hours or on the parish's property is also inconsistent with the object of working in a safe and efficient manner. Accordingly, no employee shall use, possess or distribute any alcoholic beverages during working hours or while on the job, on duty, or on the parish's property, and no employee shall report to work while under the influence of alcohol or any alcoholic beverages. Any employee who violates this policy will be subject to disciplinary action as provided in subsection V.
- (e) Failure to comply with the provisions of this policy shall result in disciplinary action as described in subsection V being taken against the employee. Refusal Any action taken by an employee to (a) refuse to submit to a required drug or alcohol test or rehabilitation/counseling, (b) tamper with or attempt to tamper with or adulterate any sample to be provided for drug or alcohol testing, or (c) fail to provide an adequate sample for drug or alcohol testing within three hours, (1) shall be considered presumptive evidence of the employee's inability to pass a drug or alcohol test, (2) shall be considered a failed test, and (3) shall result in relief from duty and possible termination.
- IV. Drug Testing.
- (a) Applicants. On or after the effective date of this section, any person who applies for any position in the parish shall submit to a drug-screening as part of the application process.
- (1) Any applicant refusing to submit to preemployment drug screening shall be rejected.
- (2) Any applicant testing positive for a controlled substance shall be rejected after being provided an opportunity to demonstrate that the controlled substance was prescribed for him by a licensed physician.
- (b) Current Employees. This section applies to:
- (1) All employees currently employed who:
- a. Are required to drive, operate, to perform maintenance on, or to supervise any employee who operates or maintains any parish-owned vehicles in the course of their employment.
- The term "parish-owned vehicles" includes any motor vehicle, watercraft, aircraft, or rail vehicle owned or controlled by the parish.
- b. Are required to employed in a safety-sensitive or security-sensitive position, including but not limited to 1) employees whose conduct in their position may have an immediate effect on the physical safety of themselves or others, or 2) employees who operate any heavy machinery in the course and scope of their employment including but not limited to forklifts, bulldozers and backhoes.
- c. Are employed in a capacity in which their conduct may have an immediate effect on the physical safety of themselves or others.
- d. c. Any parish employee, including but not limited to those listed in paragraphs a. through e. b. of this subsection when they meet the criteria listed for probable cause reasonable suspicion testing enumerated in paragraphs (3)a. through d (3)h. of this subsection (b).
- (2) Within sixty (60) days of the effective date of this section, all employees subject to this subsection shall be required to submit to random drug-screening when requested to do so by the supervisors of their departments. This test shall be given on a random basis without any prior notice to employees.
- a. The parish council shall select a certified vendor laboratory to conduct and analyze the results of the testing authorized by this section. The laboratory, hereinafter referred to as "the vendor," shall be provided with a list of employees who are subject to random testing. The vendor shall be responsible for the random selection of employees to be tested each month. The vendor shall also choose at random the day of the month on which the testing is to be conducted. The vendor shall then inform the personnel officer, who will inform the supervisors of the workers to be tested, that the testing is to take place that day.
- b. All employees selected for testing shall report to a location to be selected to submit a sample. They will be required to present a photo I.D. to the person collecting the sample. The employee shall be transported to the drug or alcohol testing vendor by either a risk management professional or the employee's supervisor.
- c. All samples shall be collected by a person employed by the vendor for that purpose at a location designated by the vendor for that purpose and ordered to be sealed and marked for identification in the presence of the person submitting the sample.
- d. All samples shall be collected in accordance with the vendor's standard operating procedure. The employee being tested shall receive his normal wage for the time taken by the collection procedure.
- e. Employees shall be required to provide all necessary information to the vendor, including the names of all prescription and nonprescription drugs being used by the employee and the names of the prescribing physicians.
- f. The parish shall keep confidential all testing results. The second confirmatory test shall be performed on all specimens testing positive using the method generally employed by the vendor to be selected. When a confirmatory test result is positive, the results of the testing shall be referred to the employee and to the personnel officer for appropriate action as stated in subsections V and VI of this section.
- (3) The drug or alcohol screening may also be performed on any parish employee when there is reasonable suspicion, based on objective factors, that an employee is under the influence of controlled substances or alcoholic beverages, or both. Grounds "Objective factors" which may serve as the basis for reasonable suspicion shall include, but are not limited to:
- a. Obvious physical impairment, e.g., stumbling, unsteadiness;
- b. Abnormally slurred or loud speech;
- c. Red, watery eyes, heavy eyelids, fixed pupils;
- d. Irrational behavior;
- e. Odor of alcoholic beverages or marijuana;
- f. Clear evidence of an employee's possession of any drug-related paraphernalia;
- g. Clear evidence of an employee's possession of any items which could be used to tamper with or adulterate a sample for drug or alcohol testing (for example, a false or tampered-with urine sample);
- h. When an employee is arrested or convicted for a drug-related offense, is identified as the focus of a criminal investigation into illegal drug possession, use, or trafficking, or when information of illegal drug activities is provided either by reliable or credible sources or by independent corroboration.
- Although reasonable suspicion does not require absolute proof or certainty, mere speculation or hunches are not sufficient to meet this standard. Therefore, before testing on the basis of reasonable suspicion is scheduled, such suspicion must be discussed with, and supported by, the supervisor. The supervisor requesting such screening shall inform the vendor's representative in charge of testing that the employee is being sent to submit a sample. The supervisor shall prepare a written report describing his reasons for ordering the testing, which he shall retain and allow the employee to inspect. Testing under these circumstances shall be conducted in a manner described in paragraph (2).
- (4) When a supervisor has reason to believe that an employee is impaired by drug or alcohol use, including instances in which the employee exhibits any of the behaviors listed in paragraph (3), the supervisor shall remove the employee from the immediate presence of other employees and investigate the possibility of such impairment. The supervisor shall document reasons for the investigation and his findings. If the supervisor determines that the employee is impaired, then the supervisor shall arrange for the employee to be tested for drug and alcohol use under direct observation. The supervisor shall prevent an employee whom he believes to be impaired from returning to the worksite, even in cases where conditions make immediate testing impossible. In cases under this subsection where the employee tests positive for alcohol or drugs, or is found by the supervisor physically or mentally unable to perform his duties because of apparent substance abuse, disciplinary action shall be taken as outlined in subsection V.
- (5) Any Parish employee involved in a work-related accident or incident involving the violation of any safety or security procedures shall be tested for drug and alcohol use. This applies even if the incident did not result in injury to any person or any property damage. If a positive test result is received, disciplinary action shall be taken as outlined in subsection V.
- V. Penalties for Violation.
- (a) Refusal to submit to random testing or testing for cause (including, but not limited to,

- Sections IV(b)(3) and IV(b)(5)) shall be grounds for dismissal.
- (b) When a confirmatory positive drug test is reported by the vendor for any employee, the employee shall be required to (1) obtain a substance abuse evaluation, (2) obtain immediate substance abuse counseling, and to (3) submit to any treatment deemed necessary by the counselor. It shall be the responsibility of the employee to provide documentation to his supervisor that when he has (a) initiated the required counseling and/or treatment and (b) completed the required counseling and/or treatment. The counseling may be obtained from a public or private medical or mental health facility of the employee's choice. The parish does not assume responsibility for arranging or paying for the counseling or treatment.
- (c) The counseling may be obtained from a public or private medical or mental health facility of the employee's choice. Any treatment program must be completed within six months. At the end of the six-month treatment program, the employee will only be allowed to return to full duty following a negative drug screen and substance abuse evaluation. The parish does not assume responsibility for arranging or paying for the counseling or treatment program.
- (d) (e) The It is within the reasonable discretion of the parish to allow an employee may to remain on the job while undergoing counseling and/or treatment but must complete the course of counseling and/or treatment recommended by the counselor within the time stipulated in paragraph (c) of this subsection V. The employee may be called upon to prove that he is following the recommendations of his counselor. This may include additional random drug screening during and after treatment. It will be the employee's responsibility to document that treatment was successfully completed. Failure to 1) follow the recommendations of the counselor/treatment program and 2) pass a drug test following the completion of counseling and/or treatment, shall result in dismissal.
- (e) (d) In the event that an employee has tested positive for drug and alcohol abuse, and has undergone or is undergoing either completed counseling and/or treatment or returned to work, tests positive for drugs or alcohol a second time, either as the result of random testing or testing for cause, the employee shall be immediately dismissed from employment.
- (f) While undergoing counseling and/or treatment as a result of a positive drug screen, the employee will not be eligible to bid on open positions. Following both completion of any counseling or treatment and a negative drug screen, the employee's eligibility to bid on open positions will be reestablished.
- (g) While a first-time confirmatory positive drug test alone will not result in immediate termination, the parish reserves its right to terminate any employee whose actions while under the influence of drugs and/or alcohol also resulted in any misconduct, which alone would justify immediate termination, including, but not limited to, any accident or incident which (a) causes damage to public or private property or (b) results in bodily injury to the employee or others.
- (h) (e) All actions taken shall be in accordance with civil service rules or other disciplinary rules already in effect. Any employee who is in the civil service system and is disciplined as a result of drug or alcohol testing shall have the right to appeal to the civil service board.
- (i) If an employee chooses to terminate his or her employment with the parish following a first-time confirmatory positive drug test and later wishes to be rehired by the parish, the employee will be required to re-apply for a job with the parish in the same manner as any other applicant applying for a job with the parish, and such employee would also have to provide, post-offer, proof of completion of a drug or alcohol treatment program.
- VI. Miscellaneous Provisions.
- (a) All information obtained by the parish through this section, including but not limited to the result of drug or alcohol test, information concerning prescription drugs legally used by employees, and information concerning substance abuse counseling undergone by employees, shall be kept confidential. Such information shall be transmitted only to those people who must have it for 1) use in administrative or disciplinary proceedings or hearings, 2) civil litigation where drug use by the tested employee is relevant, or 3) other personnel matters.
- (b) Upon written request made within seven working days of a confirmatory drug test, an employee may have access to any records relating to the employee's drug tests and any records relating to the results of any relevant certification, review, or suspension/revocation-of-certification proceedings.
- (c) (b) All results of drug and alcohol testing shall be reported by the testing laboratory or agent to the personnel officer, who will advise the parish president and the employee's immediate supervisor of all testing results. The recipients of the test results shall insert the record of the results into a secured file in the personnel department.
- (c) The parish may reveal the information contained in paragraph (a) in order to defend any lawsuit or claim for unemployment compensation brought by any employee which arises from the implementation of the provisions of this section, notwithstanding the confidentiality provision of paragraph (a).
- (d) There shall be no employee expectation of privacy concerning any property used by the parish. This shall include but is not limited to lockers, tool chests, vehicle trunks and glove compartments. All property owned by the parish is understood to be subject to search at any time.
- (d) (e) The Parish may initiate and conduct immediate administrative inspections within the Parish facilities, equipment, employee-assigned storage lockers, and within employee property, including, but not limited to, vehicles, lunch boxes, briefcases, sacks, or purses while on Parish property where reasonable suspicion exists that such an administrative inspection will provide evidence that an employee has violated this substance abuse policy.
- (e) Any urine sample which proves to be positive upon confirmation shall be held for a period of at least one (1) year.
- The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
- YEAS: DONALDSON, FONSECA, DABENSBURG GORDON, CLULEE, GIBBS, BELLOCK, FISHER, FISHER-PERRIER
- NAYS: NONE
- ABSENT: DUFRENE
- And the ordinance was declared adopted this 21st day of December, 2020, to become effective five (5) days after publication in the Official Journal.
- CHAIRMAN: Matthew Jewell
- SECRETARY: Michelle Dugdale
- DLVO/PARISH PRESIDENT: December 22, 2020
- APPROVED: Matthew Jewell DISAPPROVED:
- PARISH PRESIDENT: Matthew Jewell
- RET/SECRETARY: December 22, 2020
- AT: 3:04 pm REC'D BY: [Signature]
- 2020-0342
- INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF ANIMAL CONTROL)
- ORDINANCE NO. 20-12-10
- An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-1. Definitions., Section 4-6. Potentially dangerous, dangerous or vicious dogs., and Section 4-10. Keeping of animals not considered pets and keeping of exotic animals.
- WHEREAS, Animal Control has worked with the Parish President and Legal Department to modify a portion of Section 4 Animal Municode definitions, 4-6 and 4-10. These sections were last revised November 2019; and over the past year, there are areas that were elucidated, based on cases entering animal control, to benefit from a few more revisions; and,
- WHEREAS, over the past year, there are areas that were elucidated, based on cases entering animal control, to benefit from additional revisions.
- THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
- SECTION I. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-1. Definitions, be hereby amended with new text underlined and deleted text in ~~strike through~~:
- Sec. 4-1. Definitions.
- Bully types: American bullies, American pit bull terriers, American Staffordshire terriers, Boxers, Bulldogs, Mastiffs, Staffordshire bull terriers and mixes thereof.
- ~~Provocation: Overt act(s) by a person, which would reasonably be expected to harass, irritate, or aggravate a dog to the point of aggression. This includes, but is not limited to, hitting or approaching a dog in a menacing fashion, but does not include any act by a person, reasonably seen by that person, as necessary to intervene to protect himself or another person or livestock or domestic animal or fowl. An unauthorized intruder or a wild or domestic animal shall be deemed to have provoked a dog by the act of entering the owner's dwelling or enclosed premises not normally accessible to the public.~~
- SECTION II. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-6. Potentially dangerous, dangerous or vicious dogs, be hereby amended with new text underlined and deleted text in ~~strike through~~:
- Sec. 4-6. Potentially dangerous, dangerous or vicious dogs.
- (a) Determination of potentially dangerous or dangerous characteristics:
- (1) Any dog may be deemed "potentially dangerous" if such the animal control supervisor finds the dog to constitutes a potentially dangerous dog and such dog constitutes a menace to public health or safety by committing any of the following acts:
- c. The dog chases or approaches a person upon the streets, sidewalks, public grounds or property owned by a person other than the owner of the dog, in a terrorizing or menacing manner or apparent attitude of attack; or
- e. ~~A dog that, in the opinion of the animal control supervisor, constitutes a threat to public safety such that the animal control supervisor recommends a dog as "potentially dangerous".~~
- (2) The animal control department supervisor may shall investigate reported incidents involving dogs that may be "potentially dangerous" and the owner shall receive written notification of the classification of the dog. ~~shall send written notification of the animal control supervisor's classification of the animal by certified mail and the last known address of the dog's owner. The~~

classification of "potentially dangerous" shall be added to the registration records of the dog.

(4) Proper handling of a potentially dangerous dog:

b. The dog can be off of the owner's property to be walked only if restrained by a leash, not to exceed six (6) feet, which prevents its escape or access to other persons. The dog cannot be tethered. The dog may not be allowed to be taken to public parks or private dog parks;

d. The dog must be spayed or neutered and micro-chipped, at the owner's expense, prior to being returned to the owner, unless it is certified as unfit for surgery with documentation provided by a Louisiana Licensed veterinarian with a specific diagnosis; or and

e. The dog may be evaluated by a board certified veterinary behaviorist, certified animal behaviorist or recognized expert and may successfully complete training and any other treatment deemed necessary at the owner's expense upon redemption.

f. A dog, previously determined to be a potentially dangerous dog, that is impounded for any violation of this section, may be reclassified as a dangerous dog.

(5) Any dog may be deemed "dangerous" if the animal control supervisor finds the dog to constitute a dangerous dog, as defined in this section, said dog shall be so classified if it commits any of the following acts under the following circumstances:

d. The dog is already classified as "potentially dangerous" and commits any of the acts enumerated in this section; or violates the potentially dangerous requirements.

~~e. An animal that, in the opinion of the animal control supervisor, constitutes a threat to public safety and recommended by the animal control supervisor to be as "dangerous".~~

(6) Animal control may shall investigate reported incidents involving dogs that may be "dangerous." Upon such investigation, if the animal control supervisor finds the dog to constitute a "dangerous dog" as defined in this section, said dog shall be impounded and so classified. The owner shall receive written notification of the animal control departments' classification of the dog. Said notification shall include the procedure for appeal. The classification of "dangerous" shall be added to the registration records of the dog.

(7) The owner of a dog that has been classified as dangerous shall abide by the following mandates within thirty (30) days after receipt of the dog's classification as dangerous:

c. Such enclosure shall be securely closed and locked at all times. The fence must may be required to have chain wall or cement sides to prevent said animal from digging its way under or out of the fenced area. The dog shall be penned in the proper enclosure at all times when the animal is not supervised within the owner's fenced property;

h. The dog may be required to be evaluated by a board certified veterinary behaviorist, certified animal behaviorist or recognized expert and may successfully complete training and any other treatment animal control deems necessary at the owner's expense, upon redemption;

i. The owner shall pay all boarding costs to animal control, while awaiting hearing. Payment for the rabies bite quarantine is required to be paid to animal control by day 11 of impound or the dog becomes property of animal control;

n. An owner of a dangerous dog shall may have said dog humanely euthanized after 10 day rabies quarantine, if applicable, at his expense by animal control or by a licensed veterinarian, if said owner is unable to comply with the requirements recited herein;

p. The owning, keeping or harboring of a dangerous animal in violation of this title is deemed a public nuisance and public safety risk and the animal may be seized;

(9) The owner of a dog that has been classified as "dangerous" may appeal this classification to the animal classification appeals committee within the ten-day period after the animal control center classifies said dog:

a. A notice of appeal of the classification shall be filed with the animal control supervisor within ten (10) days of the receipt of notice of classification. The owner is responsible to payment of 30 days of boarding to animal control while awaiting the hearing. The supervisor shall then notify the animal classification appeals committee;

c. The classification of a dog as "dangerous", as defined in the above sections, shall be revoked only by a majority vote of the animal classification appeals committee. If the animal classification appeals committee revokes the "Dangerous" dog classification, such dog may then be reclassified by the committee as "Potentially Dangerous" or "Vicious" and its owner shall be required to comply with section 4-6. The committee shall provide the owner with written notice of its decision by mailing the decision to the dog owner's last known address. The owner will be granted an additional 30 days in which to comply with housing requirements of 4-6. If the owner is not in compliance within that time, the dog will be deemed abandoned and property of animal control;

d. All decisions made by the animal classification appeals committee shall be final and binding, unless an appeal is made to a court of competent jurisdiction. Notification of said appeal must be filed within ten (10) days after the animal classification appeal committee's upholding the decision, to classify the said dog as "dangerous". Should a Temporary Restraining Order be received within the ten-day period, then the owner will also be responsible for payment of all boarding costs and other fees at that time as may be required to humanely and safely keep the animal at the shelter through the appeals process.

(b) Vicious dog:

(1) The animal control supervisor may shall deem a dog "vicious" if it commits any of the following acts:

b. Is already classified as a "dangerous" dog and commits any of the acts enumerated in section 4-6(b)(4) (a) above.

(4) The owner of a dog that has been classified as "vicious" may appeal this classification to the animal classification appeals committee within the ten-day period after the animal control center classifies said dog:

b. The animal will remain impounded at animal control until such time as the animal appeals committee hears and decides the appeal of the owner. The animal classification appeals committee shall hear the appeal within ten-(40) thirty (30) days after the owner has submitted notice of appeal.

d. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal at the animal control through the appeals process. Payment for the rabies bite quarantine, if applicable, and 30 days of boarding for the hearing are required to be paid to animal control by day 11 of impound or the dog becomes property of animal control.

SECTION III. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-10. Keeping of animals not considered pets and keeping of exotic animals. be hereby amended with new text underlined and deleted text in strikethrough:

Sec. 4-10. Keeping of animals not considered pets, and keeping of exotic animals, and bully breeds.

(c) Bully breed and bully breed mixes. All owners and/or custodians of bully breeds and bully breeds mixed with any other breed, which are over three (3) months of age within seven (7) days of being located within St. Charles Parish, Louisiana shall:

Any animal control Officer and/or Law Enforcement Officer, after duly identifying himself and his intent, may scan any dog that appears to meet the aforementioned criteria whether in the possession of an owner/custodian, at large or in a kennel, in order to check for registration and microchipping of the animal.

A bully type impounded due to violation of 4-4 and in compliance with 4-10 (c) (a)(b)(c), without a documented complaint or other violation, will receive a warning and be exempt from specific housing requirements of 4-10 (c)(2) for the first offense.

Any animal seized or found at large due to violation of subsections (c), for a second offense, violation or with a documented complaint, (d), and (e) shall be held no more than five (5) days, at the owner's expense, for necessary corrective actions to be satisfied. Should the requirements of sections 4-4, 4-6, 4-6.1, 4-6.2, 4-7 (a), (b), and 4-10 (c), (d), and (e) not be satisfied within six (6) days, then the dog is deemed abandoned in favor of St. Charles Parish Animal Control.

(1) If ~~there is a complaint or~~ it is deemed necessary by an animal control officer based on criteria of 4-10 (c), the dog may shall require a proper enclosure as described in section 4-10 (c)(2) below at all times when the animal is not confined and supervised within the owner's and or keeper's dwelling or being moved or exercised with the owner present within the confines of a fenced back yard.

(2) While on the owner's property, a bully type dog shall be securely confined indoors or in a securely locked outdoor pen or structure within a 6 foot fence, suitable to prevent the entry of young children and designed to prevent the animal from escaping at times when the animal is not confined and supervised: within the owner's and/or keeper's dwelling;

a) Such an outdoor pen or structure shall have a sealed cement floor and be surrounded by a chain link fence that is anchored to a cement slab. The pen must also have a chain link top that is securely fastened to the top of the pen. The top must also have a solid cover to protect the animal from the elements and a doghouse of proper size within the enclosure. The outdoor enclosure size will be determined by the size of the dog or dogs being housed and must be reviewed and approved by the animal control supervisor. A six (6) foot perimeter fence must surround the premises, suitable to prevent the unauthorized entry of human beings and suitable for confinement of the dog.

b) Such enclosure shall be securely closed and locked at all times. The fence must may be required to have chain wall or cement sides to prevent said animal from digging its way under or out of the fenced area. The dog shall be penned in the proper enclosure at all times when the animal is not supervised within the owner's fenced property. Said enclosure shall be complete and ready for inspection by animal control and said animal occupancy within thirty (30) days of request by animal control.

(4) American-Pit-Bull-Terriers Bully types and wolves shall be required by the animal control office to be microchipped. All costs associated must be paid by owner and/or keeper before release of said animal. Failure to cover all expenses incurred may result in legal charges brought against owner and/or keeper to cover all expenses plus legal fees.

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

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

NAYS: NONE

ABSENT: DUFRENE

And the ordinance was declared adopted this 21st day of December, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

CLV/PARISH PRESIDENT: December 22, 2020

APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RET/SECRETARY: December 22, 2020

AT: 3:04 pm RECD BY: [Signature]

2020-0343

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT

ORDINANCE NO. 20-12-11

An ordinance to amend Ordinance No. 13-5-14 and Ordinance No. 19-12-16, as previously amended, to provide for the change of Polling Place for Precinct 2-3 in Luling, Louisiana and to authorize the Parish President to execute a Lease with Bible Center Church, 422 Barton Avenue, Luling, on behalf of St. Charles Parish.

WHEREAS, in an effort to better serve the public on Election Day, the Parish has been in discussions with the Clerk of Court and the Registrar of Voters in regards to conditions at Precinct 2-3; and,

WHEREAS, as a result of these discussions it was determined that Precinct 2-3 should be relocated; and,

WHEREAS, the Parish President requested a temporary emergency move of the Polling Place for Precinct 2-3 from the St. Charles Recreation Office, 12125 River Road, Luling, LA to the Bible Center Church, 422 Barton Avenue, Luling, LA for the November 3, 2020 and the December 5, 2020 elections which was approved by the Louisiana Secretary of State; and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance No. 13-5-14 and Ordinance No. 19-12-16 are hereby amended by changing the following Polling Place:

Precinct 2-3

From: St. Charles Recreation Office, 12125 River Road, Luling, LA

To: Bible Center Church, 422 Barton Avenue, Luling, LA

SECTION II. That all other Sections of Ordinance No. 13-5-14 and Ordinance No. 19-12-16 shall remain as first written or previously amended.

SECTION III. That the Parish President is hereby authorized to execute said Lease with Bible Center Church, 422 Barton Avenue, Luling, LA 70070 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, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

ABSENT: DUFRENE

And the ordinance was declared adopted this 21st day of December, 2020, to become effective five (5) days after publication in the Official Journal.

20200343 Printed: 24 November, Luling, LA

CHAIRMAN: [Signature]

SECRETARY: [Signature]

CLV/PARISH PRESIDENT: December 22, 2020

APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RET/SECRETARY: December 22, 2020

AT: 3:04 pm RECD BY: [Signature]

POLLING PLACE LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF St. Charles

THIS AGREEMENT made this 24th day of November, 2020, by and between Bible Center Church, ("OWNER/LESSOR") and/or the agent of OWNER/LESSOR and the parish of St. Charles, ("PARISH") hereby agrees that OWNER/LESSOR will lease the following premises ("LEASED POLLING PLACE PREMISES") located at 422 Barton Avenue, Luling, LA, for use as a polling place in accordance with Title 18, section 533 of the Louisiana Revised Statutes.

1. TERM

This lease agreement is for a term commencing on 24th day November, 2020, and ending on December 31st, 2020.

2. AUTOMATIC RENEWAL

This agreement shall automatically renew for a like term of one (1) year at the same rental rate, unless one of the parties to this agreement notifies the other, at least thirty (30) days prior in writing of the desire not to renew the lease agreement at least thirty (30) days prior to the expiration date of this agreement.

3. PAYMENT OF RENT

The agreement was made for and in consideration of a rental rate of \$ 150.00 per election in accordance of the terms of this agreement. All rental payments shall be mailed to the following address: 7122 Bible Center Church, Luling, LA. Cancellation of any election for any reason shall not result in payment of rent therefore.

4. TERMINATION OF AGREEMENT

Either party may terminate this agreement upon thirty day (30) written notice to the other party at any time, except during the period commencing two (2) days before the date that qualifications open for an election, and this agreement shall remain in effect for all elections for which qualifying was opened.

5. LEASED POLLING PLACE PREMISES REQUIREMENTS

The LESSOR/OWNER shall give the PARISH the exclusive use of the leased premises for each election held in and involving Ward/district/precinct 2-3 or any parts thereof. The PARISH is authorized to use and occupy the LEASED POLLING PLACE

Polling Place lease may be printed from our website www.sos.la.gov. It is required to be submitted to the Secretary of State's Office, Attention Accounting, before any payments will be made.

PREMISES on each election day. Additionally, the OWNER/LESSOR agrees that the LEASED POLLING PLACE PREMISES SHALL BE EQUIPPED WITH THE FOLLOWING:

(i) sanitary facilities
(ii) paper electric current, fumes, and outlets necessary to Voting Machines and conduct the election; and
(iii) meet the requirements for accessibility for individuals with disabilities.

VOTING RIGHTS ACCESSIBILITY FOR THE ELDERLY AND HANDICAPPED ACT
OWNER/LESSOR AGREES that the LEASED POLLING PLACE PREMISES shall be in full compliance with the Americans with Disabilities Act and Voting Rights Accessibility for the Elderly and Handicapped Act. In the event said LEASED POLLING PLACE PREMISES fails to be in compliance with the Americans with Disabilities Act and the Voting Rights Accessibility for the Elderly and Handicapped Act, the Parish shall immediately give written notice to the OWNER/LESSOR within seven (7) days of the noncompliance and thereafter OWNER/LESSOR will have thirty (30) days to rectify and/or remedy those defects which cause the LEASED POLLING PLACE PREMISES to fail to be in compliance. Moreover, in the event OWNER/LESSOR fails to rectify and/or remedy those conditions within thirty (30) days of notice of noncompliance, the PARISH has the sole and exclusive right to immediately terminate this agreement.

LIABILITY
OWNER/LESSOR of the premises to be used by any person as a polling place on any election day shall not be liable to such person for injury to person or property which occurs on the premises while it is being used as a polling place on any election day, but does not exclude any liability which would otherwise exist for willful or malicious injury to person or property or liability imposed on the owner, lessee, or occupant of the premises pursuant to Civil Code Article 2317 or 2322. Nothing shall be construed to relieve any person using the premises of another as a polling place from any obligation which he may have in the absence of these provisions to exercise care in the use of such premises or from the legal consequences of failure to employ such care.

TRANSFERABILITY
The OWNER/LESSOR may not assign either this lease agreement and any of its rights, interest or obligations hereunder without the prior written approval of the PARISH. All terms and conditions of this lease shall be binding and entire to the benefit of and be enforceable by the respective successors and permitted assigns of the OWNER/LESSOR. Notwithstanding and foregoing, this lease shall not be sold nor the payments due or to become due hereunder assigned without the prior written consent of the other party.

OWNERSHIP OF THE LEASED POLLING PLACE PREMISES
The OWNER/LESSOR affirms that the LEASED POLLING PLACE PREMISES is not owned, occupied, or leased by a candidate in an election, or is a spouse of any such candidate, or an officer or employee of the state, city, or any of its political subdivisions.

TAXES
The OWNER/LESSOR agrees to be fully responsible for the payment of any state and/or federal taxes due under this Agreement. The federal identification number or social security number of the OWNER/LESSOR is [REDACTED]

IN WITNESS WHEREOF, the parties have executed this agreement this 24th day of November, 2020.

WITNESSES: PARISH OF St. Charles
By: Matthew Jewell
Title: Parish President

WITNESSES: OWNER/LESSOR
By: Larry N. McCall
Title: Pastor

2020-0344
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 20-12-12
An ordinance to approve and authorize the execution of an engineering services agreement with Volkert, Inc. for providing all necessary services for the Montz Railroad Culverts and Drainage Improvements Project (P201101).

WHEREAS, the Montz area south of the KCS Railroad is flood prone; and,
WHEREAS, the culverts under the KCS Railroad and the canals from the KCS Railroad to Airline Highway need to be improved; and,
WHEREAS, the attached Agreement between St. Charles Parish and Volkert, Inc. describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Engineering Services Agreement between St. Charles Parish and Volkert, Inc. for services as required by the Department of Public Works is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said agreement on behalf of the Parish of St. Charles.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

And the ordinance was declared adopted this 21st day of December, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Nichelle Dupont
CLVD/PARISH PRESIDENT: December 22, 2020
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: December 22, 2020
AT: 3:04 pm REC'D BY: [Signature]

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2020 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and Volkert, Inc. a corporation acting herein by and through its Contracting Officer, hereinafter called ENGINEER. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Montz Railroad Culverts and Drainage Improvements project as described in Ordinance No. 20-12-12 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

2.1 The Owner hereby contracts with the ENGINEER to perform all necessary professional services in connection with the Project as specified in the attached proposal from Volkert, Inc., dated November 20, 2020 and all other requirements in this Agreement.

2.2 In general, the Project consists of the following major elements:

Phase I – Designing jack and bores under the KCS Railroad.
Phase II – Planning canal improvements to convey stormwater from the KCS Railroad to Airline Highway.

The project understanding is further described in Volkert's attached proposal.

2.3 The Engineer agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF ENGINEER

3.1 Engineer shall provide Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services may include but may not be limited to serving as Owner's professional

engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural and construction engineering.

3.2 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

3.3 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.

3.4 Engineer shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.

3.5 Engineer shall provide basic services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Engineer at project conferences and public hearings.

3.6 Phase I - Preliminary Design Phase:

3.6.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria, and initiate acquiring necessary permits. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.

3.6.2 The Design Memorandum will consist minimally of the following sections:

a. Site Development - project site plan that includes anticipated construction area required and any known servitudes or property owners.
b. Hydraulics/hydrology.
c. Design criteria including a listing of all standard specifications to be used by type (concrete, piling, steel, roads/foundations, etc.)
d. Preliminary drawings – 11" x 17" (minimum size).
e. The following indexes: Drawings, Division 00 St. Charles Parish Bidding Documents showing revision number, Division 01 St. Charles Parish General Specifications showing revision number, and Divisions 2 through 16 material and equipment specifications, to be used in final design.
f. Engineer's preliminary opinion of probable costs.
g. Summary of estimated quantities – initial bid schedule.
h. Additional data that will be needed such as boundary surveying, topographic surveying, and geotechnical data.

3.6.3 The engineer will deliver to owner within 15 days following Preliminary Design authorization, a detailed description (including specifications) and estimated cost of required additional services such as boundary survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotechnical firm.

3.6.4 Meet with the Owner and presenting findings of the Preliminary Design Report.

3.6.5 The Preliminary Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 60 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Design.

a. Two (2) copies of the report for review.
b. Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.
c. Two (2) copies of the drawings (11" x 17" minimum).
d. Once the drawing review is complete, submit one copy of the revised drawings.
e. All files will be titled so as to distinguish between preliminary and final design stages.

3.7 Phase I - Final Design Phase:

3.7.1 Prepare for incorporation into the Bidding Documents the final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.

3.7.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.

3.7.3 Preparing the Project Manual that includes St. Charles Parish's standard front-end documents and Division 1, and the Engineer's technical specifications for review and approval by the Owner (and the Owner's legal and other advisors).

3.7.4 Meeting with the Owner and presenting the final design.

3.7.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 120 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Final Design Phase.

a. Two (2) copies of the Project Manual for review.
b. Once Project Manual has been finalized, submit two (2) stamped copies of the revised document plus one (1) electronic file copy in PDF format.
c. Two (2) copies of the drawings – D Size for review.
d. Once the drawing review is complete, submit two stamped copies of the revised drawings plus one (1) electronic file copy of each drawing in AutoCADD format (release 2000 or later) and in PDF format.
e. All files will be titled so as to distinguish between preliminary and final design stages.

3.8 Phase I - Bidding Assistance Phase:

3.8.1 Produce Bidding Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.

3.8.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.

3.8.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

3.8.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.

3.8.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.

3.8.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified by the Owner.

3.9 Phase I - Construction Services Phase:

3.9.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles j through l7, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

3.9.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.

3.9.3 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

3.9.4 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Services Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility

for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except unless otherwise specifically set forth herein. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

- 3.9.5 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 3.9.6 Shop Drawings: Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto unless provided otherwise herein.
- 3.9.7 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 3.9.8 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 3.9.9 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 3.9.10 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

- 3.9.10.1.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 3.9.10.1.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid unless otherwise specifically set forth herein.

- 3.9.11 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 3.9.12 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 3.9.13 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply additional stamped copies of the Specification and Construction Drawings incorporating addenda items generated during the bid process and/or one (1) electronic file copy of each drawing in AutoCADD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings" as requested by the Contractor.
- 3.9.14 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 3.9.15 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in this Agreement shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.
- 3.9.16 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

3.10 Phase I - Close Out Phase:

- 3.10.1 Prepare a final set of stamped project drawings reflecting "as built" along with one (1) electronic file copy of these drawings in AutoCADD format (release 2000 or later) and in PDF format titled to reflect "as built".
- 3.10.2 In company with Owner, visit the Project to conduct a Substantial Completion Inspection and observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 3.10.3 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contractor's Contract.

3.11 Phase II - Planning Study for Canal Improvements

- 3.11.1 Review available background information.
- 3.11.2 Assess existing conditions.
- 3.11.3 Develop alternatives to improve canals from the KCS Railroad to Airline Highway.
- 3.11.4 Estimate the costs for these alternatives.
- 3.11.5 Recommend the best cost-effective and technically sound alternative for future design and construction.
- 3.11.6 Prepare a draft report that discusses the work in Paragraphs 3.11.1 through 3.11.5 above. Submit one paper copy and one electronic copy of the draft report to the OWNER.
- 3.11.7 Meet with OWNER to discuss draft report.
- 3.11.8 Prepare a final report including revisions to the draft report. Submit one paper copy and one electronic copy of the draft report.
- 3.11.9 Planning study shall be completed within 75 days of notice to proceed.

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Engineer may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written

authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.

- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

The Owner shall notify the Engineer in writing to undertake the services stated in this Agreement, and the Engineer shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Engineer, following the notice to proceed.

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

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

8.0 PAYMENTS

- 8.1 For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates in the Proposal and actual time worked and charges incurred. For the various phases the Engineer shall be paid as follows:

8.1.1 Preliminary Design, Final Design, KCS Railroad Coordination and Permitting, Bidding Assistance, Construction Services and Closeout	\$207,033
8.1.2 Planning Study	\$ 24,740
8.1.3 Resident Project Representative	TBD*

* Scope and cost to be negotiated between parties and authorized by mutual written amendment to the contract.

- 8.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering, the Owner shall pay Engineer based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

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

- 8.4 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- a. A copy of the Owner's written authorization to perform the service.
- b. Timesheets for all hours invoiced.
- c. Invoice copies, logs or other substantiation of non-salary expenses.

- 8.5 When the Engineer's fee is based on a percentage of the construction costs, the fee for basic engineering services will have a maximum limitation of 110-percent and a minimum limitation of 90-percent of the Engineer's opinion of probable construction cost submitted with the final Bidding Documents.

- 8.6 The Engineer's conceptual opinion of probable cost shall initially be used for the determination of interim fees until the final opinion of probable cost is determined for the final Bidding Documents.

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

- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
- b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.

- 8.8 For Additional Engineering, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

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

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

- 11.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Engineer fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Engineer.

12.0 INSURANCE

- 12.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

- 14.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.
- 14.2 If Engineering Services for project designed by Engineer does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Engineer's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 OTHER

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

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

WITNESSES:

Billy Raymond
S. J. J.

ST. CHARLES PARISH

Matthew Jewell
By: Matthew Jewell
Parish President
12/22/2020
Date:

WITNESSES:

ENGINEER

By:

Date:

Volkert, Inc.
1967 Office Park Blvd
Baton Rouge, LA 70809
225-218-9190
www.volkert.com

VOLKERT

November 20, 2020

Mr. Miles B. Bingham, P.E.
Director of Public Works/Wastewater
100 River Oaks Dr.
Destrehan, LA 70047

Subject: Priority Three Drainage Projects - Phased
Montz Drainage System
Engineering Services

Dear Mr. Bingham:

Volkert, Inc. (Volkert) appreciates this opportunity to work with you and the Parish of St. Charles to implement improvements in the Montz Drainage System. Volkert has had previous experience in this area, we installed box culverts and paved a section of the KCS Railroad (KCS RR) ditch not far from the location of the Priority three drainage projects identified in the 2019 Montz Drainage Master Plan. Please refer to Exhibit 1 attached to this proposal. As requested, this proposal is broken into two Phases. Phase I will be all basic Services for the Jack and Bore Pipes. Phase II will be a study to determine the best location for the New Canal, New Canal Investigation.

We understand that for Phase I Resident Inspection maybe negotiated and added by addendum once the project construction time has been finalized and the project is ready to be bid. We also understand that basic services can be modified upon agreement of the New Canal location.

If you have any questions or comments, please call at your convenience.

Sincerely,

VOLKERT, INC.

Janet L. Evans
Janet L. Evans
Vice President

Attachments:

Scope and Fee Phase I
Scope and Fee Phase II
Exhibit 1 Project Layout
Engineers Preliminary Opinion of Estimated Construction Costs Phase I and Phase II
FP&C Rate Schedule for 2020 Phase I
Volkert Billable Rate Schedule

Phase I - Jack and Bore Pipes

Project Understanding and Scope of Work

The scope of work consists of preparing construction plans and specifications for bidding of a project to jack and bore pipes at two locations under the KCS RR. Please see Exhibit 1 attached to this proposal for additional information on the location of proposed pipe sites. We anticipate that besides the basic services included in design, we will be provided all hydraulic information by Meyers, Ltd, and Survey information from GIS. We anticipate that some geotechnical information may be needed, and we will reach out to the Parish, to see which firm to coordinate that with.

The Engineer's Preliminary Opinion of Estimated Construction Cost is included as an attachment to this proposal and the current estimate is \$2,151,600 with a 10% contingency.

Additional services above the Basic Services as described by ASCE Manual 45 which we currently anticipated the following tasks:

KCS Railroad Permit

Volkert will prepare permit application and submit it to the KCS RR for the jack and bore pipes and the remediation of the existing crushed pipe. Coordination will also include submitting information which will allow the improvement/construction work with the Railroad right-of-way. Permit submittal fees and independent review fees will be submitted as direct expenses.

Schedule

Volkert will begin work within 10 days following receipt of a written NTP and the receipt from the Parish of an AutoCAD Civil 3D survey and any geotechnical information requested.

Fee

Based on the information provided above and the 2020 FP&C 2020 Schedule of fees provided and attached to this proposal we propose to provide design services for an amount not to exceed \$207,033. The estimated not to exceed fee breakdown is presented below and manhour estimate is attached.

Basic Services	\$ 176,412
Direct Expenses	\$ 3,000
KCS Railroad Coordination and Permitting	\$ 27,621
Total Estimated NTE Fee	\$ 207,033

Montz Drainage Improvements
Priority Three Drainage Improvements
Jack and Bore Pipes
St. Charles Parish

VOLKERT

Manhour Estimate Summary

1. Preliminary Plans	\$46,510.94
2. Final Plans	\$60,370.70
3. Bidding	\$18,043.64
4. Construction Administration	\$51,487.06
5. KCS Railroad Coordination and Permitting	\$27,621.01

Estimated Direct Expenses	\$3,000.00
Total Estimated Fee	\$207,033.35

Phase II – New Canal Investigation

Project Understanding and Scope of Work

A new canal is to be excavated between the KCS RR canal and Airline Highway. The exact location of the canal to minimize impacts needs to be reviewed and Finalized. Please see Exhibit 1 shows the location of the new canal from the Parish's drainage study.

The Engineer's Preliminary Opinion of Estimated Construction Cost is included as an attachment to this proposal and the current estimate is \$890,100.00 with a 15% contingency.

This first phase proposed consists of hours which are projected to work with Parish and determine the optimum location of this Canal. Potential locations of the New Canal will be developed with Parish staff input. Information from the Parish's GIS system will be utilized to determine potential impacts to project cost such as Right of Way, Real Estate Relocations, and Utility Relocations. Information will be reviewed with the Parish an Investigation Report of findings issued.

Schedule

We estimate that work will begin with 5 days of a notice to proceed and an investigation report with comparisons and conclusions could be completed within two months allowing one week for the Parish to review and comment prior to finalization.

Fee

A manhour estimate is attached which defines the estimated tasks. We estimate a not to exceed fee of \$24,740.



Montz Drainage Improvements Priority Three Drainage Improvements St. Charles Parish Engineer's Preliminary Opinion of Estimated Construction Cost Jack and Bore Drainage Only November 20, 2020									
Item No.	Item	QTY	Unit	Unit Cost	Total				
	Clearing and Grubbing	1	1	\$15,000	\$15,000				
	Jack and Bore Under Railroad 3'-60" Steel Pipe assume 150'	450	Lin Ft.	\$4,000	\$1,800,000				
	Flowable Fill/ Existing Pipes 30" removal	25	CY	\$600	\$15,000				
	Railroad Coordination	1	1	\$40,000	\$40,000				
	Traffic Maintenance Aggregate	100	CY	\$60	\$6,000				
	Mobilization	1	1		\$80,000				
	Sub Total				\$1,956,000				
	Contingency				\$195,600.00				
	Total Preliminary Opinion of Estimated Construction Cost				\$2,151,600.00				

Montz Drainage Improvements Priority Three Drainage Improvements St. Charles Parish Engineer's Preliminary Opinion of Estimated Construction Cost New Canal November 20, 2020									
Item No.	Item	QTY	Unit	Unit Cost	Total				
	Clearing and Grubbing	1	1	\$35,000	\$35,000				
	Drainage Excavation	5200	CY	\$15	\$78,000				
	Erosion Control System, Flexible (Channel Liner) Type D	60000	Sq. Yd.	\$5	\$300,000				
	Disposal of Excavated Material	5200	CY	\$25	\$130,000				
	Traffic Maintenance Aggregate	100	CY	\$60	\$6,000				
	Mobilization	1	1		\$225,000				
	Sub Total				\$774,000				
	Contingency				\$116,100.00				
	Total Preliminary Opinion of Estimated Construction Cost				\$890,100.00				

Phase I Jack and Bore Pipe

State of Louisiana
Facility Planning & Control

BCI & CPI
FOR
2020

BCI		CPI
1306	1975	53.8
6136	2019	255.7

SCHEDULE OF REPRESENTATIVE FEES

FOR
2020

AFC	Fee as a Percentage of AFC	Fee	
\$ 10,000.00	14.0100%	\$ 1,401.00	
\$ 50,000.00	11.5800%	\$ 5,790.00	Estimated Construction Cost \$ 2,151,600
\$ 100,000.00	10.7750%	\$ 10,775.00	
\$ 200,000.00	10.0740%	\$ 20,148.00	
\$ 500,000.00	9.2768%	\$ 46,384.00	
\$ 750,000.00	8.9628%	\$ 67,221.00	Estimated Basic Services Fee \$177,507
\$ 1,000,000.00	8.7526%	\$ 87,526.00	
\$ 1,500,000.00	8.4726%	\$ 127,089.00	
\$ 2,000,000.00	8.2846%	\$ 165,691.00	
\$ 3,500,000.00	7.9417%	\$ 277,958.00	8.25%
\$ 5,000,000.00	7.7376%	\$ 386,878.00	
\$ 7,500,000.00	7.5179%	\$ 563,843.00	
\$ 10,000,000.00	7.3695%	\$ 736,948.00	
\$ 20,000,000.00	7.0348%	\$ 1,406,966.00	
\$ 50,000,000.00	6.6364%	\$ 3,318,223.00	

2020 Rate Sheet

Principal	\$ 259
Supervisor Engineer	\$ 232
Project Manager	\$ 199
Engineer	\$156.00
Pre-Professional	\$105
Senior Designer	\$ 133
Designer	\$109
Technician	\$107
Drafter	\$ 78
Bridge Inspector 2	\$ 129
Bridge Inspector 1	\$ 116
Inspector Certified	\$ 95
Inspector	\$ 75
Administrative Assistant	\$ 83

2020-0345
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ORDINANCE NO. 20-12-13

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for the provision of office space located in the St. Charles Parish Courthouse, 15045 River Road, Hahnville, LA.

WHEREAS, La. R.S 29:260-262 provides that the Louisiana Department of Veterans Affairs (LDVA) shall not contribute more than 75% for the operation and maintenance of Veterans Affairs Offices; that Police Juries and Municipal Governing Authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operations of Veterans Services Offices established by the LDVA; that Police Juries and Municipal Governing Authorities shall provide space for the operations of Veterans Services Offices established by the LDVA pursuant to law; and,

WHEREAS, on December 2, 2019, the St. Charles Parish Council adopted Ordinance No. 19-12-6 approving a Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs for the provision of office space located in the St. Charles Parish Courthouse; said agreement is in effect until December 31, 2020; and,

WHEREAS, St. Charles Parish desires to continue to support local veterans and improve their access to benefits by providing for both, the cost to maintain and operate a Veterans Service Office; and,

WHEREAS, St. Charles Parish will provide office space for the Veterans' Service Office which offers a safe location for LDVA employees and clients.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for the provision of services is hereby approved and accepted.

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

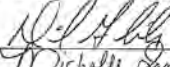
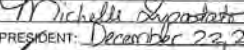
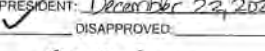
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

NAYS: NONE

ABSENT: DUFRENE

And the ordinance was declared adopted this 21st day of December, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
DLVD/PARISH PRESIDENT: December 22, 2020
APPROVED:  DISAPPROVED: _____
PARISH PRESIDENT: 
RET'D/SECRETARY: December 22, 2020
AT: 3:04 pm RECD BY: 



COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
ST. CHARLES PARISH COUNCIL
AND
LOUISIANA DEPARTMENT OF VETERANS AFFAIRS

THIS COOPERATIVE AGREEMENT is made and entered into on _____ by and between St. Charles Parish Council, hereafter referred to as Parish/Municipality, a political subdivision of the State of Louisiana represented by Matthew Jewell, President, and the Louisiana Department of Veterans Affairs (hereafter referred to as LDVA), a state agency within the Executive Branch of the State of Louisiana represented by its Secretary, Joey Strickland.

ARTICLE I

WHEREAS, Louisiana Revised Statutes, including but not limited to La R.S. 29:260-262, as amended and reenacted, specifically provide enabling legislation for LDVA to estimate and recover part of the operations cost of parish Veterans' Service Offices. Specifically, La. R.S. 29:260-262 provides that LDVA shall not contribute more than seventy-five percent (75%) for the operation and maintenance of such parish Veterans' Service Offices; that police juries and municipal governing authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operation of Veterans' Service Offices established by LDVA; that police juries and municipal governing authorities shall provide office space for the operation of Veterans' Service Offices established by LDVA pursuant to law; and the cost of providing such office space shall not be considered as any payment or contribution required toward the expense of operation and maintenance of such Veterans' Service Office space.

ARTICLE II

WHEREAS, Parish/Municipality desires to support local veterans and improve their access to benefits and services by providing for both the cost to maintain and operate Veterans' Service Offices and space to house such service offices as provided by law.

ARTICLE III

WHEREAS, LDVA, whose physical office is located at 602 N. Fifth Street, Baton Rouge, Louisiana, 70802, and whose official mailing address is P.O. Box 94095, Capitol Station, Baton Rouge, Louisiana, 70804-9095, received funds in Fiscal Year 2020-21 to provide such services to veterans in Parish/Municipality.

ARTICLE IV

WHEREAS both LDVA and Parish/Municipality desire to memorialize their respective fiscal, operational and maintenance obligations relative to the establishment of a Veterans' Service Office in Parish/Municipality,

NOW THEREFORE, LDVA and Parish/Municipality, each having authority to do so, agree as follows:

I. OBLIGATIONS OF THE PARTIES.

A. Obligations of LDVA

1. LDVA shall provide information to veterans residing in or near Parish/Municipality and their dependents through various outlets including but not limited to the news media, internet, reading materials, and personal consultation about benefits to which they are entitled, including medical

services, compensation and pension programs, education, home loan guarantees, employment, benefits of patients in a nursing home, insurance benefits, referrals to housing and mental health providers and last interment benefits.

- LDVA shall provide a highly trained Veterans Assistance Counselor at said service office.
- LDVA shall make every reasonable effort to ensure that the designated Veterans' Service Office is staffed two (2) days per week on the following days: Tuesday and Friday, excluding applicable holidays, training periods, inclement weather closures, etc. LDVA will notify Parish/Municipality of closures as soon as the determination to close the office is made.
- LDVA shall designate a contract monitor to ensure that the parties meet their obligations described herein and identify said person, along with their mailing address, email address, and phone number to Parish/Municipality.

B. Obligations of Parish/Municipality

- Parish/Municipality shall provide office space for the Veterans' Service Office that offers a safe location for LDVA employees and clients, space for private client interviews, secure storage of client files, and accessibility for disabled visitors. Said space shall be located at 15045 River Road, Hahnville, LA 70057.
- Parish and its municipal sharing entities shall provide for all utilities, as well as 35% of phone and Internet service and other office costs, as part of its obligation to provide space for the Veterans' Service Office.
- Parish/Municipality shall provide funding to LDVA in the amount described herein to support the cost to operate and maintain the Veterans' Service Office.

II. FUNDING AND REPORTING

A. Compensation and Disbursement

- Parish/Municipality shall contribute to the support of the Veterans' Service Office by paying LDVA a total of **\$2,580** in minimum monthly payments of **\$215**.
- Parish/Municipality shall make payments by check or electronic means only, payable to LDVA. Prior to making the first payment, Parish/Municipality shall select its preferred method and communicate the choice to LDVA as provided in Paragraph IX of Article IV in this Agreement.

B. Reporting

- LDVA shall provide a quarterly operations report on the number of client contacts and claims processed that period.
- LDVA shall also include within that quarterly report any additional information that might assist in communicating and demonstrating the positive impact to the community of the services provided by LDVA.

C. Invoicing

- LDVA shall submit to Parish/Municipality an invoice for the payment described herein no later than the 15th of each month.
- Parish/Municipality shall pay LDVA the full sum of the invoiced amount no later than 30 days after receipt of this invoice.

III. TERM

- A. This Cooperative Endeavor Agreement shall be in effect from January 1, 2021, to December 31, 2021.

IV. TERMINATION

- A. Parish/Municipality may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. The Parish/Municipality must provide the reason for termination and reason why it cannot comply with the Louisiana Revised Statutes referenced above. Upon termination by the Parish/Municipality or the failure of Parish/Municipality to meet its obligations defined herein, LDVA may close the veterans service office operated in Parish/Municipality.

V. CONTROLLING LAW

- A. The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

VI. LEGAL COMPLIANCE

- A. LDVA and Parish/Municipality shall comply with all federal, state, and local laws and regulations, including, specifically, but without limitation, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

VII. PUBLIC LIABILITY/INDEMNIFICATION

- A. Each party shall indemnify and save harmless the other party, its officers, agents, employees, contractors and assigns against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of any sums of money to any party accruing against the other party, its officers, agents, employees, contractors and assigns, growing out of, resulting from, or by reason of any act or omission of the indemnifying party, its officers, or employees while engaged in, upon or about, or in connection with the discharge or performance of the terms of this Agreement or the operation, maintenance, and use of the Veterans' Service Office.
- B. Nothing herein is intended, nor shall be deemed to create a third-party beneficiary to or for any obligation by any party hereto or to authorize any third person to have any action against any party hereto arising out of this Agreement.

VIII. SEVERABILITY

- A. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent of the law.

IX. NOTICES

- A. Legal notices to the parties shall be mailed to the following persons and addresses via certified United States mail, to wit:
- LDVA:
Joey Strickland
SECRETARY
Louisiana Department of Veterans Affairs
P. O. Box 94095, Capitol Station
Baton Rouge, Louisiana 70804-9095
 - ST. CHARLES PARISH COUNCIL:
Matthew Jewell
PRESIDENT
P.O. Box 102
Hahnville, LA 70057

IN WITNESS WHEREOF, the parties have executed this Cooperative Endeavor Agreement on the day, month and year first written above.

SIGNATURES:

ST. CHARLES PARISH COUNCIL

BY: Matthew Jewell
MATTHEW JEWELL, PRESIDENT

Witnessed by: Billy Raymond [Signature]
(Signature) (Signature)
Billy Raymond Grant M. Dison
(Printed Name) (Printed Name)

LA DEPARTMENT OF VETERANS AFFAIRS

BY: _____
JOEY STRICKLAND, SECRETARY

Witnessed by: _____
(Signature) (Signature)

(Printed Name) (Printed Name)

St. Charles Parish Council Cooperative Agreement Summary
Calendar Year 2021

Annual Parish Office Expense:	\$ 7,191 ^a
Administration Fee (2.5% of total expenses, towards costs related to Human Resources, Accounting, Payment Processing, Etc.)	\$ 180
Sub-total	\$ 7,371
TOTAL Parish Contribution (35%)	\$ 2,580
St. Charles Parish Council (100% of Parish Contribution)	\$ 2,580

^aCalculated on FY19 Expenses

Economic Impact of St. Charles Parish Veterans' Service Office:

\$11,923,000 in Compensation and Pension benefits for a veteran population of 3,012.
(According to US Department of Veterans Affairs FY18 Summary of Expenditures)

2020-0347

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS & RECREATION)

ORDINANCE NO. 20-12-14
An ordinance approving and authorizing the execution of a contract with LA Contracting Enterprise, LLC, for the West Bank Trailhead (Project No. P180603) in the amount of \$406,228.00.

WHEREAS, St. Charles Parish needs a trailhead on the West Bank near the Mississippi River Trail; and,

WHEREAS, sealed bids were received by St. Charles Parish on October 13, 2020, for the West Bank Trailhead (Project No. P180603) and are shown on the attached bid tabulation; and,

WHEREAS, the design engineer has reviewed the bids and recommends that the contract be awarded to the lowest responsive bidder, LA Contracting Enterprise, LLC, in the amount of \$406,228.00; and,

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of LA Contracting Enterprise, LLC for the construction of the West Bank Trailhead (Project No. P180603) is hereby approved and accepted in the amount of \$406,228.00.

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

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

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

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

And the ordinance was declared adopted this 21st day of December, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Capotosto
LDVO/PARISH PRESIDENT: December 22, 2020
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Math Jewell
RETD/SECRETARY: December 22, 2020
AT: 3:04 pm RECD BY: [Signature]

SECTION 00500
CONTRACT

This agreement entered into this 22nd day of December, 2020, by LA Contracting Enterprise, LLC, hereinafter called the "Contractor", whose business address is 1645 St. Patrick St., Thibodaux, LA 70301, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE I

STATEMENT OF WORK

- Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner: St. Charles Parish Westbank Trailhead, Parish Project No. P180603.
- The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Principal Engineering, Inc..
- It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated August 2020, Addendum Number 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

The Work is generally described as follows: Construction of asphalt and concrete paving, concrete curb and gutter, concrete sidewalk and footing, setting and leveling toilet building, timber decking with handicap ramp and stairs, thermoplastic striping, grading, drainage, duplex grinder lift station with force main, utilities for the building and lift station, gazebo, and landscaping.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

- The Contractor shall complete all of the Work under the Contract within 150 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner five hundred dollars (\$500) per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's

expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract (Base Bid, Alternate 1, & Alternate 2) the sum of:
- a) (\$406,228.00) Four hundred six thousand two hundred twenty-eight and 00/100 Dollars based on unit prices specified within this contract document. Contract unit prices and individual lump sum item prices are firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:

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

b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

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

ARTICLE 8

CONTRACT DOCUMENTS

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

a) Contract (Section 00500)

b) Performance Bond (Section 00611)

c) Payment Bond (Section 00610)

d) Insurance Certificates

e) Advertisement for Bids (Section 00010)

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

g) Addenda (Number 1)

b) Contract documents bearing the general title "St. Charles Parish Westbank Trailhead" dated August 2020.

i) Drawings, consisting of a cover sheet dated August 2020 and the 15 sheets listed with each sheet bearing the following general title: St. Charles Parish Westbank Trailhead

j) General Conditions (Section 00700)

k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

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

- 9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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

OWNER: Parish of St. Charles

By: Matthew Jewell
Title: Parish President

ATTEST:

By: [Signature]
Title: CFO

CONTRACTOR: LA Contracting Enterprise, LLC

By: [Signature]
Title: Member

ATTEST:

By: [Signature]
Title: Office Manager

2020-0350

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

ORDINANCE NO. 20-12-15

An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2021 through 2023 in accordance with the Parish Transportation Act.

WHEREAS, in accordance with the provisions of Louisiana Revised Statutes 48:751-760, the Parish Transportation Act, and the St. Charles Parish Home Rule Charter, the Parish President has submitted the Road and Bridges Capital Program Budget for fiscal year 2021 through 2023 to the St. Charles Parish Council; and,

WHEREAS, the Parish Council has taken under advisement the study of the Road and Bridges Capital Program Budget.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Road and Bridges Capital Program Budget for fiscal year 2021 through 2023 identified as "Exhibit A" is hereby approved and accepted. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

NAYS: NONE

ABSENT: DUFRENE

And the ordinance was declared adopted this 21st day of December, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY: [Signature]

OLVO/PARISH PRESIDENT: December 22, 2020

APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RET/SECRETARY: December 22, 2020

AT: 3:14pm RECD BY: [Signature]

Project	Funding Source	St. Charles Parish Council Road & Bridge Capital Budget Program			Total
		2021	2022	2023	
Priority 16	Parish Transportation Special Revenue - Fund 102	90,695	500,000	500,000	90,695
Priority 15	Parish Transportation Special Revenue - Fund 102	409,345	500,000	500,000	1,409,345
		500,000	500,000	500,000	1,500,000
Priority 16	Road & Drainage M&O Special Revenue - Fund 112	547,600			547,600
Priority 14	Road & Drainage M&O Special Revenue - Fund 112	45,480			45,480
Priority 13	Road & Drainage M&O Special Revenue - Fund 112	156,940			156,940
		750,000			704,540
		1,250,000	500,000	500,000	2,204,540
Total Capital Budget					

2020-0352

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

RESOLUTION NO. 6327

A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for LA0073539 A139862 – Destrehan Wastewater Treatment Plant, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in Destrehan WWTP's LPDES Permit.

- a. The Department has a Capacity, Management, Operation and Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.
- b. The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.
- c. Domestic waste from the communities/areas of Destrehan, Montz, Norco, New Sarpy, and St. Rose is treated through the Destrehan WWTP.
- d. In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

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

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

NAYS: NONE
ABSENT: DUFRENE

And the resolution was declared adopted this 21st day of December, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: December 22, 2020
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: December 22, 2020
AT: 3:04 pm RECD BY: [Signature]

2020-0353
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)

RESOLUTION NO. 6528
A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for **LA0073521 AI43357 – Hahnville Wastewater Treatment Plant**, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in Hahnville WWTP's LPDES Permit:

- The Department has a Capacity, Management, Operation and Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.
- The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.
- Domestic waste from the communities/areas of Hahnville, Taft, Killona, Paradis, Bayou Gauche, Des Allemands, Parts of Boutte, and Parts of Luling is treated through the Hahnville Wastewater Treatment Plant.
- In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

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

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

And the resolution was declared adopted this 21st day of December, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: December 22, 2020
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: December 22, 2020
AT: 3:04 pm RECD BY: [Signature]

2020-0354
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)

RESOLUTION NO. 6529
A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for **LA0032131 AI43356 – Luling Oxidation Pond**, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in The Luling Oxidation Pond's Permit:

- The Department has a Capacity, Management, Operation and Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.
- The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.
- Domestic waste from the communities/areas of Luling, Boutte, Willowdale, Willow Ridge, Mimosa, Lakewood, Ama, and Davis Plantation is treated through the Luling Oxidation Pond.
- In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

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

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

And the resolution was declared adopted this 21st day of December, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: December 22, 2020
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: December 22, 2020
AT: 3:04 pm RECD BY: [Signature]

2020-0355
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6530
A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, a. Corner Lot as requested by 3702 5th St. LLC.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,

WHEREAS, the Subdivision Regulations require corner lots possess extra width to permit setback lines on the side of the lots adjacent to a side street; and,

WHEREAS, the subdivider has requested a waiver from the width requirement for Lot 26A, as shown on a survey by Stephen P. Flynn dated September 29, 2020; and,

WHEREAS, granting the waiver will allow Lot 26A to have a width along Fifth Street of 70.20 feet; and,

WHEREAS, the Planning and Zoning Commission approved the resubdivision with the required waiver at their December 3, 2020 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the width requirement to allow Lot 26A, Square 21, New Sarpy Subdivision, New Sarpy, as shown on a plan by Stephen P. Flynn dated September 29, 2020 as requested by 3702 5th St. LLC.

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

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

And the resolution was declared adopted this 21st day of December, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: December 22, 2020
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: December 22, 2020
AT: 3:04 pm RECD BY: [Signature]

2020-0365
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ST. CHARLES PARISH COUNCIL

RESOLUTION NO. 6531
A resolution urging the Louisiana Legislature to pass legislation which will invest in the installation of high speed internet for rural Louisiana.

WHEREAS, the St. Charles Parish Council strives to enhance the quality of life of its residents, both personally and economically; and,

WHEREAS, high-speed internet service has become a necessary component to participating in the modern economy, healthcare and education, but this service is unavailable or of an inadequate quality for many residents; and,

WHEREAS, residents of St. Charles Parish deserve the same educational, medical and economic opportunities as citizens in parishes served by high speed internet; and,

WHEREAS, neighboring states of our region have invested in the development of broadband infrastructure at varying levels, while Louisiana has made no financial investment thus far; and,

WHEREAS, legislation has been passed over the past year to allow opportunities for installation by private providers using the infrastructure of the Rural Electric Cooperative and the Cooperatives themselves have been given permission to expand into broadband from the Public Service Commission recently; and,

WHEREAS, legislation has been passed this year to establish a Louisiana Office of Broadband that will allow a designated state office to seek funds and distribute in order to promote broadband installation in Louisiana; and,

WHEREAS, various departments of the Federal Government have made funds available for expansion of broadband targeted to rural areas. These funds provide an initial step toward bridging the digital divide.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby urge the Louisiana Legislature to pass legislation which will invest in the installation of high speed internet for rural Louisiana.

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

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

And the resolution was declared adopted this 21st day of December, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: December 22, 2020
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: December 22, 2020
AT: 3:04 pm RECD BY: [Signature]

2020-0295
RESOLUTION NO. 6532
A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District VII Representative.

WHEREAS, there exists a vacancy on the **ST. CHARLES PARISH BOARD OF ADJUSTMENT** due to the expiration of the term of Mr. Cory Savoie on December 7, 2020; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Mr. Cory Savoie
301 Maryland Drive, Luling, LA 70070
is hereby appointed to the **ST. CHARLES PARISH BOARD OF ADJUSTMENT** as the District VII Representative.

BE IT FURTHER RESOLVED, that this appointment shall be effective **IMMEDIATELY** and shall expire **DECEMBER 7, 2024**.

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

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

And the resolution was declared adopted this 21st day of December, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: December 22, 2020
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: December 22, 2020
AT: 3:04 pm RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: December 31, 2020

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON JANUARY 14, 2021 AT 7:00 P.M. IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR:

POSTPONED CASES:
2020-12-HOP requested by **Charlene Jacobs** for a home occupation – “Follicle Hair Solutions” – a hair salon at **1017 Kinler St, Luling**, Zoning District R-1A, Council District 7.

NEW CASES:
2021-01-HOP requested by **Lydia White** for a home occupation – “Roussell Logistics, LLC” – a freight broker at **101 Leigh Lane, Montz**, Zoning District R-1A, Council District 6.
2021-01-MIN requested by **Billy & Julie Baker** for resubdivision of one lot into three, **Olivia Drive, Taft**, Zoning District O-L, Council District 1.
2021-02-MIN requested by **Nicole Goodson** for resubdivision to create Lot D on the upper ½ of Lot 23 of Fashion Plantation, located approximately 2000 ft. down **Lee Lane, Hahnville**, Zoning District O-L/R-1A, Council District 1.
2021-01-R requested by **CLDW, LLC** for a change of zoning from R-1A to R-1A (M) on Lot 7-C, Leona Heights, 6,450 sq. ft, **312 Griffin Drive, Ama**, Council District 2.
2021-02-R requested by **Double R&J Trucking Service, Inc.** for a change of zoning district from C-3 to M-1 on an approximately 81,016 square foot site designated Lot No. “B”, Plot 43, Almedia Plantation, **150 Almedia Plantation Drive, St. Rose**, Council District 5.
2021-03-R requested by **Sunset Ridge Development, LLC** for a change in zoning district from R-1B to O-L on approximately 146 acres in Sunset Drainage District #1, south of the northern turn of **Grand Bayou Rd., Bayou Gauche**, Council District 4.

ALTERNATE DATE: None PUBLISH: 12/31, 1/7, 1/14

Sheriff’s Sale

SHERIFF’S SALE
SHERIFF’S OFFICE
Suit No: (45) 85006-D
Date: Thursday, November 5, 2020
GREGORY CLAYTON
VS
JESSICA BROWN STILLINGER,
ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of FIERI FACIAS directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, JUNE 29, 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, JANUARY 6, 2021, 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 of the buildings and improvements thereon, and all of the rights, ways, privileges; servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of SL Charles,, State of Louisiana, in that part thereof known as LAKe WOOD RIDGE ESTATES, as shown on a Plan of Survey Plat and Resubdivisfon of Lots 1,2, 3 4, 13,14 15,16, 17,18 19; 20, 21, 22, 23,24, 25, 30, 31, 32,33,34,35,36,37,38, 39,40, 41 42, 43,44,45, 46, 47, 48 and 49 of Lakewood Ridge Subdivision into lots herein designated as Lots 1A, 2A, 3A, 4A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A 21A, 22A, 23A, 24A, 25A, 30A, 31 A, 32A, 33A, 34A, 35A, 36A, 37A 38A, 39A, 40A, 41 A, 42A, 43A, 44A, 45A, 46A, 47A 48A and 49A of Lakewood Ridge Subdivison by Stephen P. Flynn P.L.S. dated September 24, 2012, which Plat and Resubdivision was approved by the St. Charles Parish Council on November 19,. 2012 by Ordinance No. 12-11-18, and was recorded on December 5 2012, in COB 779 foLio- 569, Entry No. 384458; and Plat Map was recorded on December 18, 2012 in COB 780, folio 196 Entry No. 384780; of the official records of St Charles. Parish. And according to the aforementioned Plat and Resubdivi- sion, the property conveyed herein is designated as LOT 1A, which bears the dimensions more fully shown on the above-referenced Plat and Resubdi- vision.

The above described property is subject to the following:

1. Act of Dedication recorded at COB 687, folio 491, Entry No. 328640, St. Charles Parish, Louisiana. ,

2. Declaration of Covenants & Restric- tions recorded at COB 684, folio 105, Entry No. 326498, St- Charles Parish, Louisiana.

3. Minimum building setbacks as shown on Final Plat recorded at COB 687, folio, 491, Entry No.: 328640, St Charles Parish, Louisiana.

4. Right of Way, to, Entergy Louisiana, LLC recorded at COB 687, folio- 574,

Entry No. 328707, St. Charles, Parish, Louisiana,

5. Right of Way to Bellsouth. Tele- communications, Inc. recorded at COB 686, folio 390, St, Charles Parish, Louisiana.

6. Ten (10’) foot servitude, for uffii fifes- reserved by seller, as more fully shown on the above-referenced final plat.

7. Cash Safe of Minerals, by Willow- ridge Estates, L.L.C. to Raffhbornc Minerals L.L.C. and Rathborne. Land Company, L.L.C. recorded, at COB 688, folio I, Entry No. 328930, Sr. Charles Parish, Louisiana.

8. Any outstanding mineral convey- ances, mineral reservations, mineral releases, mineral servitudes and any existing easements, servitudes, rights of ways, and leases of any nature oc kind whatsoever, of record and in existence.

9. Encroachmeats,. boundary disputes, overlaps, rights of parties in possession, servitudes and other adverse matters, if any, as would be disclosed on a current, accurate survey and inspection of the subject property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUN- DRED THIRTY-FIVE THOUSAND AND XX / 100 (\$235,000.00) DOL- LARS, along with interest and attorney’s fees and all other costs including my own costs and charges.

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

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: December 03, 2020
December 31, 2020
ATTORNEY FOR PLAINTIFF:
Robert L Raymond
14108 RIVER RD
P O Box 340
Destrehan, LA
504-764-8709
SCSO-CIV-209-0402

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