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Webster Garrison, of St. Rose, is a minor league baseball coach with the Oakland Athletics.

Former pro battles back after 7-month hospital stay

Ryan Arena Editor
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Webster Garrison of St. Rose says he's grateful to be alive. His wife, Nikki, likewise calls herself blessed to still have her husband here with her.

But their lives were nonetheless changed, completely and totally, by COVID-19.

"I'm hoping there's a light at the end of the tunnel," said Webster, 55. "But I have my own light, through prayer. It keeps me going."

In early 2020, the two were engaged to be married that summer. They had experienced an incredible high together during LSU's National Championship run, sitting in frenzied crowds as they watched Nikki's son, former Destrehan High star John Emery, earn a championship ring in his freshman season with the Tigers.

Webster, meanwhile, was preparing for another baseball season as a minor league coach in the Oakland Athletics' system – the former Major League player with the Athletics became a coach with the organization in 1999 and has remained with them since.

But in late March, both Webster and Nikki were infected by COVID-19. On March 25, they called for an ambulance,

COVID on 8A

Community college opens for classes



TURN to 2A

Tigers, Wildcats battle in district



TURN to 13A

Motorcycle riding club finds new ways to give back during pandemic

Monique Roth Editor
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Just like many others, Luling resident Amanda Hill, of Luling, found herself feeling some pandemic blues this past spring.

"I woke up one day and with COVID going on and everything else going on I was feeling a little depressed," she said. "I told my husband, 'Let's get some biker friends together and hit up a few seniors to give them something. They're missing their graduations ... I can't image.'"

Hill reached out to Amy Troia, a marketing manager at Harley Davidson, to see if the company could provide anything for them to hand out to the graduating seniors.



CLUB on 8A

Amanda Hill, above, is part of a local motorcycle club that rides out to show support for members of the community.

Students raise nearly \$1k for Norco teacher fighting cancer

Monique Roth Editor
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It all started this past weekend when Alexis Robicheaux told her two daughters that she wanted them to think of a charity or a person that they could raise money for.

"That's how I was raised," Alexis said. "You help out where you can. With today's world, I don't want my daughters to lose that."

During the conversation, her 8-year-old daughter Ella came up with someone right away to help: Mrs. Oubre.

"Mrs. Oubre was my teacher and I will always remember that she was kind and caring," Ella said.

Bridgette Oubre is a beloved Norco

HOT CHOCOLATE on 8A



Ella and Emma Robicheaux are joined by Brynlee Ford and MacKenzie Powers.

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Parish’s first community college now open for on-site classes

Ryan Arena Editor
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While the opening of its Boutte campus for on-site classes was delayed by COVID-19, the wait is finally over for River Parishes Community College (RPCC) and its prospective students.

The new campus, located at 13145 Hwy. 90, is now open and welcoming students for its spring semester, with registration ongoing. It is RPCC’s fourth campus, with a main campus

COLLEGE on 10A



River Parishes Community College in Boutte opened its doors on Jan. 19.

Local women feed Lake Charles evacuees each week

Monique Roth Editor
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What started as a plan to feed Lake Charles evacuees on Thanksgiving Day has turned into so much more, and, in fact, it’s not even over yet.

Patrice Honor has deep roots in St. Charles Parish. Her grandmother, Eloise Coleman Colly, was one of the first African American teachers to integrate the parish. And while she now lives in Jefferson Parish, Honor’s mother Artemise Jones and some of her daughters still live in St. Charles.

Honor’s love of cooking has started a weekly family tradition for her, her mother and her daughters Kirstyn Jones, Kiara Jones, Krysten Samuel, Kaylen Samuel

EVACUEES on 10A



Patrice Honor and her family members load up supplies to feed Lake Charles evacuees in New Orleans.



Arq will develop an industrial facility in St. Rose that will create a hydrocarbon fuel blend.

Energy tech company investing \$40 million for St. Rose industrial facility

Ryan Arena Editor
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The energy technology company Arq will develop an industrial facility in St. Rose that will create a hydrocarbon fuel blend for power generation and marine industries, the company’s proprietary Arq Fuel product.

The company will invest up to \$40 million at the St. Rose site, which is owned by International Matex Tank Terminals (IMTT). The site will receive an intermediate wet-cake material produced from discarded mined material and convert it to a cleaner blending component for oil products.

It will result in the creation of 12 new direct jobs with an average salary of \$52,000, plus

benefits. It’s estimated it will create 31 new indirect jobs as well, according to Louisiana Economic Development projections.

The project will entail a thermal drying facility, blending and product-handling equipment, transportation infrastructure and storage tanks.

The facility will be built on a 5-acre tract owned by IMTT. The facility will receive intermediate product from its site in Corbin, Ky., for final drying, blending and shipment to customers. Primary use of the product will be for residual fuel

ENERGY on 10A



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Couple launches ministry to meet practical needs of the community

Monique Roth Editor
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While the coronavirus pandemic has undoubtedly caused a physical separation of people from their loved ones, this month Dustin and Karen Boudreaux started a new ministry to help connect people back together.

“I guess I just started seeing people falling through the cracks during the pandemic,” Karen said of what made her want to start the ministry. “There were a lot of needs and loneliness and sadness everywhere and no one to help. It was specifically on my heart that we have to do something about it.”

The Bayou Gauche couple’s desire to connect people birthed Life Cares, a ministry they will help facilitate as a part of Life Fellowship Community Church.

“The world convinces you that life doesn’t care ... that no one cares about you and that you have to do everything on your own,” Karen said of how they named the ministry. “Everyone knows something that can help someone. For us as couple, the end goal is to know



Dustin and Karen Boudreaux

peoples’ strengths so we can connect them with needs.”

Karen said some easy, practical examples of this type of service could include sitting with someone who is alone in church, dropping off food to someone who is in need, helping people with any technological challenges they may have, visiting someone who is lonely or helping someone move furniture.

“Just to pay attention to how you can make someone’s life easier,” she said of the ministry’s mission. “See

MINISTRY on 12A

Destrehan mother starts organization that empowers young girls, women

Monique Roth Editor
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Kelly Bradford Barrios parlayed her intuitions as a mother into something extraordinary - the Destrehan resident is the founder of Be the Light, an organization that is on a mission to empower young girls and women.

As part of Be the Light, Barrios assembles first period bags and delivers them to local non-profit agencies and schools. The bags are designed to provide the basics (pads, pantyliners and feminine wipes) plus a surprise item (lip gloss, face glitter, scrunchie, etc.) to make sure that maturing girls have a positive and uplifting experience during a time of change in their lives.

“It was something that had kind of been on my heart for a while ... a way to invest back in the community and the surrounding areas,” Barrios said. “I had a preteen at the time, and knowing she was about to go through the changes I talked to her and made her a bag to keep in her school bag in case she got her first menstrual cycle at school. I didn’t want her to be embarrassed about being a girl and having a menstrual cycle.”

Barrios assembled bags and started to hand them out to school nurses in St. Charles Parish Public Schools and local non-profits after talking to her own



Kelly Barrios with her daughters, Madelyn and Olivia.

daughter made her think that maybe the first period bags could be useful to other girls as well.

“It’s an honor to be a woman and this isn’t anything to be ashamed of,” she said. “We get to give the gift of life and this is part of it.”

Barrios said she hopes the project teaches her own two daughters, 13-year-old Madelyn and 8-year-old Olivia, some important life lessons.

“I just want to instill in my girls about giving back and realizing that we’re blessed,” she said. “We’re not wealthy,

BE THE LIGHT on 12A



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Obituaries

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

Lindsay

Joyce Estess Lindsay passed away peacefully at home in Hammond on January 11, 2021 at the age of 79. She was born in Marked Tree, Arkansas to Raymond Estess and Evelyn Woollums Estess. In her youth she moved to Luling, Louisiana where she later met her husband, Harold “Billy” Lindsay. She resided for many years in LaPlace where she enjoyed her life as a homemaker. She was also a gifted miniaturist and was an active member of national and local miniature organizations.

She is preceded in death by her parents and her husband. She is survived by her son Keith Lindsay (Noelle), grandchildren Keira and Shane Lindsay, twin sister Judith McBroom (Mack), sisters Gail Zeringue (Kenneth) and Ann St. Amant (the late Ted), and many dearly loved nieces, nephews, and cousins.

Private services were held due to Covid considerations.

To share memories or condolences, please visit www.milletguidry.com



Cortez

Rodney “Cap” Cortez, 84, a native and resident of Des Allemands, passed away on Saturday, January 16, 2021.

Visitation will be from 9 a.m. until 11 a.m. on Thursday, January 21, 2021 at St. Gertrude Catholic Church, Des Allemands, LA. A Mass of Christian Burial will be celebrated at 11 a.m. with burial to follow in Des Allemands Mennonite Cemetery.

He is survived by his children, Starr Dufrene (Darrel), Greg “Hootie” Cortez (Faith), Marcella Harmon and Terrence “Tee” Cortez (Katina); grandchildren, Je’an, Lacie, Danielle, Courtney, Erin, Triston, Jalin, Gage, Storm, Taylor, Maliry, Marissa and 25 great grandchildren and former wife, Shirley Plaisance.

He was preceded in death by his wife Nora Tregle Cortez; children, Dawn Budzinski and Chad Smith; brothers, Edward “Pedro” Cortez, Albert “Dash” Cortez, Wilmer “Red” Cortez, John Cortez, Marcellus “T-Babe” Cortez, Fred “Peanut” Cortez and Elsa “Red” Cortez; sisters, Bertha Matherne, Carrie Ayo, Juia Bishof, Ethel Horn, Margie St. Amant and Leona Frazier.

Rodney was a U.S. Army Veteran. Falgout Funeral Home is in charge of arrangements.



Schroeder

Edward (Bill) Clarence Schroeder, Jr., of Luling passed away on Tuesday, January 12, 2021 at the age of 80. Born on November 26, 1940 to Edward Clarence Schroeder, Sr. and Ruth Cooper Schroeder of Covington, La. He is preceded in death by his parents. Survived by his beloved wife of 53 years Kathleen Champagne Schroeder. His children Khristine Bradford (Brian), Kerri Bergeron (Dean), and Edward Schroeder III (Samantha) and granddaughters Marissa and Alaina Bergeron.

Edward graduated from Covington High School, attended college at LSU in Baton Rouge and Gradwall College in St Louis, Missouri where he graduated in 1963. He worked at St. Charles Parish Hospital as Medical Laboratory Director until he retired after 30 years.

Burial will take place at a later date.



Garcia

George Garcia, 69, a native of Luling, LA passed away on January 7, 2021 while under the care of hospice. George is survived by his mother Alice Cavalier Garcia, brother Frank Garcia, sisters Bobbi Arceneaux and Jenny (Jim) Bacon, sons Luke Garcia and Beau Garcia, aunts, uncles, and numerous cousins.

George was preceded in death by his father James Thomas Garcia, Sr., brothers James Thomas Garcia, Jr., and Charles “Charlie” Garcia who passed away just 12 days before George’s death.

To many, George was larger than life both in size and personality. George loved the outdoors and spent much of his time hunting and fishing. The last year of his life was spent in the nursing care of Ozark Health Nursing and Rehab in Clinton, Arkansas. The family is greatly appreciative of the care of the nurses and staff there, along with the loving care and support of his nurse, chaplain and staff of Hospice Care.

In order to accommodate the many family members and friends who cannot and should not travel, and with careful consideration of the current COVID situation, a virtual online memorial service will be held in memory of both George and Charlie on January 27, 2021 beginning at 1:00pm. To access the service, log on to either YouTube or Facebook and search Highland Park Church of Christ. The service will be conducted live at 1:00 but will remain available for others to view afterwards.



Puglise

Angelo “Buster” Puglise, 89, a native of New Orleans, LA and resident of Luling, LA, passed away peacefully on Sunday, January 17, 2021.

Visitation will be Thursday, January 21, 2021 from 9:00 am to a Mass of Christian Burial at 12:00 pm at Holy Family Catholic Church in Luling, LA followed by burial in St. Charles Cemetery.

He is survived by his beloved wife (most of the time) of 68 years, Joyce Griffin Puglise; brother, Joe (Mary) of Mesa, Arizona; children, Anthony (Tony) and Pati (Medina Tregre); his grandchildren, Rebecca Medina, Michael (Amanda) Tregre, and Captain Brandi Tregre (his favorite); and his three great-grandchildren, Abigail, Emma, and Aubrey (his real favorites – don’t tell Brandi); and many nieces and nephews.

He is preceded in death by his parents, Anthony and Josephine (Blanda) Puglise; his sisters, Elizabeth and Jackie; brothers, John and Sam; and grandson, Christopher.

Partnered with his brother, Buster started P & L Hauling Company in 1955 and grew it into a successful business serving a growing St. Charles Parish. Expanding the business, the company began cleaning up natural disasters throughout the country before his retirement at the age of 53. Not being able to sit home (or maybe because he thought they didn’t know what they were doing), he joined his wife and daughter at Dat’sa My Cookies Bakery before retiring again in 2003.

He loved to travel, loved to gamble (Boomtown lost one of its biggest donors), gave more than he received and listened more than he talked. His family always came first. He not only gave financially, but he also gave his time whenever he saw a need. He never knew how to say “no” to anyone (unless they asked him for his King Cake recipe). He will be missed by all that have been lucky enough to have known him.

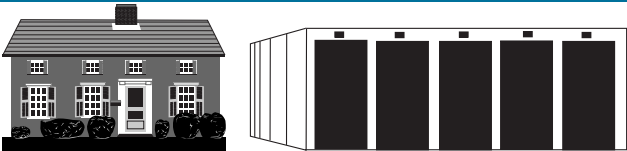
The family would like to thank the staff at Ochsner St. Charles Hospital for the constant care and support that they provided not only to Buster but to the entire family.

In lieu of flowers, please make donations to St. Jude’s Children’s Research Hospital.

Samart Funeral Home of Houma (West Park) in Gray, LA is in charge of the arrangements.



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COVID from 1A

and when EMTs arrived, they measured their oxygen level. At the time, Nikki seemed the greater cause for concern.

“I was really struggling with coughing one night,” she said. “He had a little cough. They checked our oxygen levels, mine was under 70. His was under 60.”

Neither reading was good, but Webster’s especially so. Nikki insisted Webster get the immediate attention and be brought by ambulance to the hospital. She declined to go immediately herself, which may have proved a fateful decision – and potentially a life-saving one.

“I said I’m a nurse, and I wanted to wait and see what’s going on with him,” said Nikki.

Webster was put on a ventilator immediately. Nikki set herself up for isolation and self-treatment in her home: she had an oxygen tank for her mother, who often was ill and often stayed with her, and friends dropped off breathing equipment outside the door for her.

“Looking back, it was really crazy and dangerous,” Nikki said. “Something could have happened to me by myself. But with him on the ventilator, I just couldn’t. I was thinking about our kids, and what could happen. With both of us on a ventilator, what if decisions had to be made?”

Webster’s health declined quickly. He coded early the next morning and was brought to the ICU, where he was revived, but he coded again. Ultimately, his condition became so severe that Nikki said she was asked to sign a do-not-resuscitate order.

“I said, absolutely not,” Nikki said. “If his body decides, if he decides to quit, he will. But do everything you can for him, because he’s a fighter.”

Had Nikki been on a ventilator as well, the decision may well have been out of her hands. Her own health concerns were heavy as well though, as she contracted



Webster Garrison poses with LSU coach Ed Orgeron.

and overcame double pneumonia in her lungs due to her illness.

Webster continued to struggle. His heart and lungs were compromised, even after he regained consciousness. He suffered two significant strokes, paralyzing the left side of his body. After six months in the hospital, he was able to return home for four days – but he relapsed and had to immediately return. He is on dialysis now, back at home, after suffering kidney failure, and he requires a wheelchair for mobility.

“Seven-and-a-half months in the hospital,” Nikki said. “He finally was able to come home in November. It’s been hard for him. I can’t imagine ... he’s used to doing everything on his own. He was drafted (to play pro baseball) right out of high school. He’s been on the move, non-stop, since then. He gets depressed sometimes ... he misses the players, the coaches with the As, so, so much.”

During that nearly eight month stay, there was one

notable highlight – COVID did not stop the wedding, which took place in the hospital on July 16, a little more than a month after the planned June 6 date.

It was a happy day for the couple. But instead of enjoying life as newlyweds, the two are dealing with the significant fallout of their COVID encounter.

Nikki has become her husband’s primary 24-hour caregiver. A nurse educator, she’s only been able to work very limited hours each week as result. A rehabilitation specialist meets with Webster twice a week as he strives to regain movement. Nikki works with him for rehab each day.

“I don’t know what I’d do without her,” Webster said. “She’s an awesome, awesome woman. I don’t know where I’d be.

“There’s been a lot of sacrifice. My health is not good right now. But I’m fighting though.”

Nikki, who also lost her mother last summer, has had an emotional year.

“I haven’t had a moment to stop,” Nikki said. “It’s been a very hard year.”

Nikki has been working on creating the proper home environment for Webster, with wheelchair accessible living quarters, recovery supplies and additional space, and is looking into purchasing a wheelchair accessible vehicle. She set up a GoFundMe (titled #WebbyStrong) to help offset those costs, and many have stepped up to help. To date, the page has raised more than \$33,000.

“The support has been amazing, from family and friends, to the Oakland As, LSU, so many people here in Louisiana have given their support, prayers and kind words. It’s been amazing,” Nikki said. “It’s been a hard year, but we’re grateful God has blessed us to be on this side of the Earth. We don’t know what the future holds, but we’re going to count our blessings and keep pushing.”

CLUB from 1A

And the rest, they say, is history.

“She told me to come into Harley and we set up all the grad rides from there,” Hill said. “Amy did all of the advertising and reached out to all the parents of the seniors. She handled all of the logistics.”

Troia also connected the couple with the over 50 other active riders of Freedom Cruisers Ch. 51, a family-oriented motorcycle riding club.

The Hills joined the club that week and started to participate in rides for high school seniors, and those rides eventually turned into rides for children with special needs, classes of pre-k students, people celebrating a birthday and more.

On top of those rides were the club’s normal rides for charity.

“We were doing rides every Saturday and Sunday from May to July,” Hill said, adding Harley Davidson provided gift cards, cups, beach balls, koozies, gift baskets and other things for the club to gift to the parade honorees. “Just seeing these kids smile and seeing their parents smile made it all worth it.”

Amanda said 20-30 motorcycles were normally included in the parade cavalcades, and many of the high school seniors – even the boys – were brought to

tears by the club’s gesture and gifts.

“What an impact to see them actually cry because they felt like they were being seen,” Hill said.

The Hills said they hope their own three teenage daughters have learned life lessons from participating in some of the rides.

“My children are very blessed with the things they get,” Hill said. “I try to show them that not everyone has what they have. By showing them this hopefully they learn that lesson.”

On Jan. 23 the Freedom Cruisers will do their next charity ride, one to benefit Children’s Hospital.

“Honestly, it did bring me out of the funk,” Hill said of joining the riding club and participating in the parade and charity rides. “It’s really has brought something meaningful to my life. I tend to have some crazy ideas, but these rides are some of my favorite moments of my life.”

For more information on Freedom Cruisers Chapter 51 or to donate towards the rides, visit the group’s Facebook page or www.freedom-cruisers.org.

HOT CHOCOLATE from 1A

Elementary School kindergarten teacher who taught Ella a few years ago. In December she was given news that her colon cancer was back.

“I was in remission for three years, and unfortunately it has come back and spread to my brain,” Oubre said. “I just had two surgeries to remove tumors. I am waiting to heal from those surgeries and then will start radiation and chemo.”

When Ella and her 5-year-old sister Emma set out on their mission this past weekend to raise money for Oubre and her family, they were joined by two friends, 9-year-old Brynlee Ford and 8-year-old MacKenzie Powers.

“Mrs. Oubre was my teacher and when she taught me she taught us about being kind and helping others,” Brynlee said.

MacKenzie said it made her happy to help a teacher at her school, and help they certainly did – the hot chocolate stand that the girls set up on Pine Street in Norco raised nearly \$1,000 for the Oubre family.

Alexis said the girls were so excited the entire weekend to be able to help.

“I just always want to help someone,” Emma said. “I love to help anyone and everyone.”

Oubre said she was touched by the



The four girls raised nearly \$1,000 by selling hot chocolate.

generous gesture.

“My family and I are so touched by their act of kindness,” Oubre said. “We couldn’t be prouder of y’all wanting to help those in your community. You all inspire me by your love to stay strong as I meet challenges in this fight.”

Oubre is currently not working, but said she hopes to go back to school as soon as she can.

“Teaching is what I love to do,” she said.

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COLLEGE from 2A

in Gonzales and satellite campuses in Reserve and Plaquemine. The Boutte addition was brought to reality in large part due to a \$3 million investment by United Way and an agreement with RPPC’s Reserve campus, which agreed to manage the St. Charles Parish campus if United Way found a building.

Thus, local students won’t have to travel far for college classes – starting now. The first day of classes was Jan. 19, and the semester will run into May.

“We know they’ve been hearing about it for awhile,” said Penelope Shumaker, Campus Director at the site. “Now, we just want everyone to know we’re open and you can come on in and register. We’ve been seeing people here already. We’re very excited about it.”

Construction on the campus was initially expected to be finished over the summer of 2020, but COVID-19 delayed the projected opening until now. The school held online-only classes for a semester late last year, with 59 students enrolled, and is ready for its physical opening.

The site hosts 10 classrooms, two computer labs, student and faculty lounges and a meeting room.

It will also have an expanded curriculum from what was offered in its on-line-only semester. Included among programs offered at the school are process technology, industrial instrumentation, general studies, social sciences, humanities, criminal justice, business, physical science and biological sciences. Plans to add a medical assistance program are in the works for the



The site hosts 10 classrooms, two computer labs, student and faculty lounges and a meeting room.

fall, but prerequisite courses for it are available now.

Online and hybrid classes are available.

“It’s going to be a full-service campus,” said Shumaker.

The United Way purchased a 3.9-acre site at 13143 Highway 90 for the community college’s location. The former 16,389 square-foot bingo hall was renovated and an extra 439 square feet added.

The campus’ goal is to serve a wide range of students, including people right out of high school wanting to learn a trade, students wishing to start at a smaller institution before transferring to a large university and people working in a minimum wage job looking for an advancement opportunity. Students will be able to complete two-year college programs at the site.

For information regarding admission and enrollment, contact 985-536-4418 or 225-743-8500.

EVACUEES from 2A

– they travel once a week to New Orleans to serve a hot meal to displaced hurricane victims.

“Cooking is one my passions,” Honor said. “I’m in a group on Facebook - Where Nola Eats - and me and a friend of mine were going to go feed the homeless for Thanksgiving ... that was our intent. People from the community cooked food and we plated it all up.”

Honor said there was a man in the Facebook group who asked if anyone was planning to give out meals to the still-displaced Lake Charles residents in downtown New Orleans.

“I didn’t know him and he didn’t know me, but I know how it felt going through Katrina,” Honor said. “They had the three hurricanes that hit Lake Charles.”

Honor got in contact with the man from the post, and instead of feeding the homeless people they planned to that day, Honor and her friend went down Canal Street and told the man to send as many evacuated people as he could to come and get a meal.

“The hotels on the back end of Canal Street are full of evacuees from Lake Charles,” Honor said. “They had so many people come from so many different directions. It was heartbreaking because we didn’t have enough, and we had over 100 plates.”

That day Honor was also able to meet the man she conversed with online – Justin.

“He was a 33-year-old man in wheelchair with Crohns and diabetes,” Honor said. “When I came home that evening, I called my mom and told her how heartbreaking it was. There were a lot of children and elderly people and a lot of people with health conditions out there.”

About an hour later, Honor said her mother called her back with an idea.

“She said, ‘What if once a week we go down there and give them a home cooked meal?’” Honor said. “Justin told me that on Nov. 29 the Red Cross would stop feeding them, so we went down there, and we did it for the first three weeks in December and we went Christmas Eve too.”

Since then, Honor and her mother and daughters have gone every week to feed people.

Honor said the joy they get from being able to help people is priceless, but the experience has had some heartbreak in it as well. The group of women were devastated to find out the news that Justin had passed away in the beginning of January.

“That was rather heartbreaking because he was the reason we did it all,” Honor said. “He didn’t have clothes ... he



The group travels once a week to New Orleans to serve hot meals they cook.

really didn’t have anything. When he left home it was summertime and then it got cold. Justin really touched our hearts. I promised to him as long as God gives me a way to go do it, I will. He really cared about everyone else. His main concern was that everyone had what they needed.”

Honor, who has been laid off from her job at the airport since March, said although money is tight for her personally there have been people each week who have donated money or food to the cause.

“God makes a way every week,” she said. “It makes me feel better to know at least they’ve eaten a good home cooked meal ... if I could do it every day I would.”

Honor said while the numbers of evacuees being housed in New Orleans has been reduced because of people returning to Lake Charles, she still rarely has enough to feed all of the needy people each week.

“It’s never enough ... it’s just crazy,” she said. “There’s nothing worse than a child being hungry. We’re just trying to give them something to let them know somebody cares. It’s so troubling to me ... these people have a room, but they don’t eat and they don’t have clothes and they don’t have money for basic necessities. It’s so hard for them ... they don’t give them any financial help. They can’t pay their phone bill, so they don’t have contact with people.”

Honor said when possible, she and her family have also given out toiletries and other supplies.

“Things happen for a reason,” she said of seeing Justin’s post on Facebook and getting involved. “We have a way to go down there and feed them. I feel like it’s something we need to do. It really does take a village. At any moment it can be anybody who needs help.”

To donate money, food or toiletries to the efforts, contact Honor through Facebook or call 504-513-9626.

ENERGY from 2A

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LED began discussing a potential project with Arq in January 2019. Arq evaluated multiple sites across the U.S. Gulf Coast before selecting the site in St. Rose.

Arq is expected to utilize the state’s quality jobs and industrial tax exemption programs.

The company indicated St. Charles Parish was ultimately the choice for the project, due to a combination of an attractive site and well-trained workforce.

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Tommy Scott, Director

BE THE LIGHT from 4A

but we have a roof over our head and food and clothing ... but not everyone has that ... not everyone is handed that deck of cards.”

Barrios said Madelyn has also had a part in volunteering for the cause.

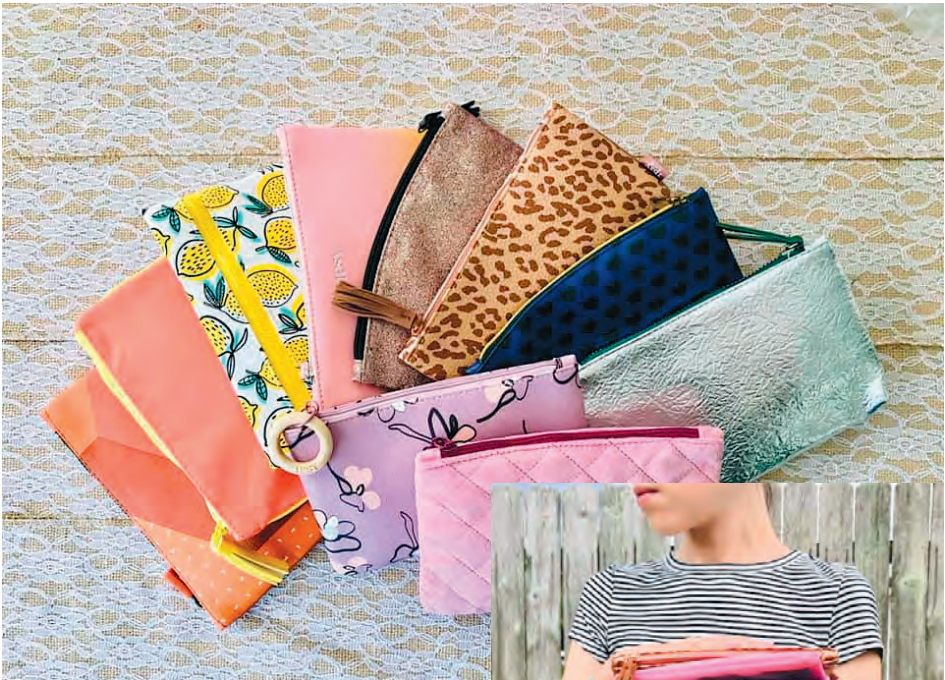
“I’m glad she’s getting to see me doing it and see all of these women in the area donate,” Barrios said of Madelyn. “She sits with me and helps me stuff the bags.”

Barrios said there have been many local businesses, including Glitter Over Nola and Sweet Rolls, as well as many local residents, who have donated items to her mission.

“The community here in St. Charles Parish is very generous,” Barrios said.

Barrios based the name of her organization – Be the Light – after the Bible scripture Matthew 5:16 that reads, “Even so let your light shine before men; that they may see your good works, and glorify your Father who is in heaven.”

The effort to shine light in the community has spread to more than first period bags, as Barrios has also curated makeup bags and donated them to A Safe Space of St. Charles. She is currently collecting purses, which she plans to fill with period and hygiene projects, to donate to



the homeless women of the New Orleans Mission.

“Overall I want to sow seeds of love into the community and invite others into that process,” she said. “It’s all about empowering young girls and women in general. I really would like to get as many people involved as possible.”

To learn more about or donate to Be the Light, visit the group’s Facebook page.



The bags are designed to provide the basics, including pads, pantyliners and feminine wipes.

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MINISTRY from 4A

a need, meet a need. That’s really my whole main point behind this ministry – connecting.”

Karen said the ministry developed faster than she had originally imagined.

“I had this idea in my head, like we’ll plan for two months and have some meetings,” she said laughing. “The very next morning someone posted on the Bayou Gauche Facebook page that her car wouldn’t start and her husband was out of town and her child needed to get to school.”

Helping that woman re-start her car was Dustin’s first Life Cares act, and Karen said she hopes the simplicity of

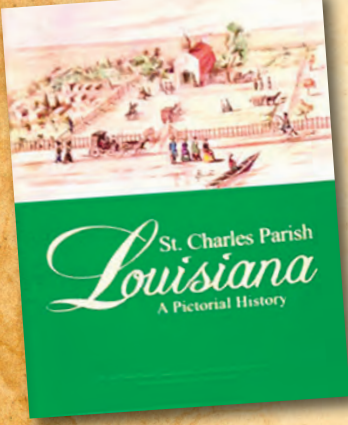
the ministry’s message catches on.

“It is using just what you have, to help anyone in need,” Karen said of Life Cares. “There are endless ways to serve in this ministry, so that everyone can be involved. We want to be Christians that walk out our faith and not just read about it in the Bible. We all want to know that someone cares, so this will give everyone the opportunity to represent our church and to be the hands and feet of Jesus.”

For more information on Life Cares, visit www.lf.church/lifecares.

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Hahnville, Destrehan battle to stalemate



Sidney Hymel of Destrehan

Ryan Arena Editor
ryana@heraldguide.com

After 80 minutes of soccer, archrivals Hahnville and Destrehan finished at a stalemate.

The district foes battled to a 1-1 tie at Wildcat Stadium Friday night, with both goals coming within the final 20 minutes of play.

Elissa Viquez of Destrehan made a penalty kick with six minutes remaining to pull the Ladycats into a tie that ultimately was preserved at the final whistle. Viquez drew a penalty in the box at near point-blank range and was able to convert on the follow-up kick.

Hahnville previously led 1-0 on the back of Ava Fontenot's goal with 19 minutes left to play.

It was a defensive battle for most of the night between teams jousting for playoff positioning in Division I. Destrehan (6-1-1, 0-1-1 in District 6-I) was coming off of its first loss of the season in its district opener to Central Lafourche. Hahnville (5-8-2, 1-1-1) entered with a losing record, but its strong

strength of schedule nonetheless has the Tigers on the edge of potentially earning a first round game at home for the second straight season with a strong finish. With both teams entrenched in Division I's top 20, the tie was a positive result for each – if not the most satisfying.

"For us, Destrehan-Hahnville is always like the Super Bowl," said Viquez. "Everyone's always coming to play and give our best. We did our best tonight ... we couldn't get that second goal, but we stepped it up from our last game against Central."

Said Fontenot, "I definitely saw a different side of us come out because of the rivalry. It's kind of funny, we all know each other, we play comp together ... it just brings out a different side and both teams work even harder. I think that's why we got the result we did tonight."

The matchup came at a strong overall point for girls soccer in the parish. Destrehan reached its first-ever state semifinal match in 2018 and has established itself as a strong program over the past several

seasons. Hahnville, meanwhile, earned the 10 seed in 5A last season and is trying to take another step forward, its program on a clear ascent upward.

As the programs have climbed, so have the stakes in the rivalry.

"For us, Destrehan-Hahnville is always like the Super Bowl. Everyone's always coming to play and give our best."

— DHS's Elissa Viquez

The teams were scoreless after a half, and the matchup seemed to play to the style of each team: a Hahnville team that plays a possession-heavy game against a defensive Destrehan squad that looks to counterattack. Much of the game was played on Destrehan's side of the field, but the Wildcats found their opportunities nonetheless.

"Kudos to Hope (Berg), she had a fantastic game all the way around."

— Hahnville head coach Alex Romero

As did Hahnville. Destrehan goalkeeper Hope Berg was arguably the night's MVP for the Wildcats, with multiple saves to her credit.

"She must have had 10," said Hahnville head coach Alex Romero. "Kudos to Hope, she had a fantastic game all the way around."

Romero's Tigers broke a losing streak to the Wildcats last year, winning for the first time in five seasons. No streak would be started or broken on this night with the tie, but Romero said another matchup with a strong opponent only serves to



Hahnville's Amber Hood (17) and Destrehan's Kylie Burford joust.

get Hahnville more ready for the postseason.

"I thought we possessed the ball really well, worked really hard on the offensive side to keep the ball for a lot of time on their side," Romero said. "But it's Hahnville-Destrehan. Nothing's settled until that last minute. They got a really good chance on the back side and got an equalizer on the PK. I'm proud of our girls' effort, they stayed focused and really played for one another ... I think this is a huge stepping stone for the rest of the season."

Deger said the Wildcats hoped to avenge last year's loss, but he was proud of his young team for fighting back.

"It was a fair result," Deger said. "We knew they had dangerous players on the attack. We wanted to keep it in our half and counter attack, hoping to find some space behind them and capitalize on that. We had a couple chances there each half, and finally got one in the box. It was a good game ... we've got a lot of young kids out here, and they gave great effort."

Destrehan's back was against

the wall before Viquez came through in the clutch, landing a foul in the box and landed a point-blank kick.

"I know the trick to it is you've got to look down so the keeper has no idea where it's going," Viquez said. "I had to look down and kick it to one of the corners. If she doesn't dive that way, that's it ... after that, we had to lock in on defense."

Not allowing Hahnville's score to rattle them was perhaps a larger key, Viquez said.

"We communicated after that and sometimes, that's our problem. We let our level come down. So we said 'ok, relax, don't rush it.' Sometimes we try to do too much and then you make the problem worse and allow another goal," she said.

Fontenot said it was understood going into the game Destrehan wouldn't make it easy at all to score, but eventually her time came midway through the second half.

"I knew we had to work really hard to score. I moved to my spot in there, saw the chance and put it in," Fontenot said.

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Setting resolutions that stick

Monique Roth Lifestyles Editor
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Dr. Donald Fabacher

It is estimated that only 8 percent of people who make New Year's resolutions accomplish them. And while budgeting, reading books and visiting new places may top some resolutions lists, statistically the most popular resolutions each year are focused on physical health – eating right and exercising.

Because a good plan will beat good intentions every time, Dr. Donald Fabacher, a primary care physician at the Ochsner Health Center in Destrehan, weighed in on some ways to set health-oriented resolutions that will stick all year.

“People often view resolutions as symbolic of a fresh start, and then dive into those resolutions with enthusiasm. Exercise and eating healthy are two of the most popular resolutions, but with time, that fresh enthusiasm starts to fade,” he said, adding there are two reasons why resolutions may fail.

“People often set unrealistic goals, rather than taking small steps toward success,” Fabacher said of one possible roadblocks to success. “Also, they may not be specific in what they hope to achieve. Often people set an overall goal that can take significant time to accomplish and forget to celebrate the small successes along the way.”

That can lead to frustration, he said, and to giving up on the resolution.

Fabacher said maintaining personal health should always be a priority, but that it is especially important during a pandemic.

“COVID-19 has shown us that people with underlying conditions such as obesity, high blood pressure and diabetes are more likely to have severe symptoms should they come down with the illness,” he said. “Eating healthy, exercising and losing weight can help you stay healthy and decrease your risk factors for chronic conditions. We need to get in the mindset that we want to prevent disease and not chase it.”

Nutritionally speaking, Fabacher said it is important to work on forming healthier



habits.

“Low carb, short-term diets allow you to lose weight quickly, but don't really help you to keep it off,” he said. “The food choices we make are a habit. We often are on auto-pilot when it comes to what we decide to eat.”

Changing one thing at a time, such as switching soda for water or adding a green vegetable to every meal, is advised.

“The goal is to consume more food from the earth by eating vegetables, fruits, grains and lean sources of protein like fish and chicken,” Fabacher said, adding drinking enough water is also very important. “Hydration has a big impact on your energy level and alertness. It's recommended that adults drink at least eight, 8-oz. glasses of water a day.”

Fabacher offered five tips to help set realistic health goals in 2021.

“First, start small. Make manageable and achievable goals for yourself so that you don't get overwhelmed and give up,” he said. “And start simple – try to get more steps in each day or take the stairs instead of the elevator. Small steps can lead to big results.”

He said it is also important to find a workout routine that you enjoy and that fits into your lifestyle.

“Whether you hit the gym or find an app to work out with from home, more options are available than ever,” he said.

The second tip Fabacher suggested is to be specific with your goals and write them down, and the third tip is to set time aside each day to work on your goals.

The fourth suggestion, Fabacher said, is to celebrate milestones and mini wins on your way to achieving your overarching goal.

“There will be times when you fail along the way - we're all only human,” he said. “Forgive yourself and recommit to making healthier choices the next day.”



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Prayers

Prayers

“Why the Cross?”

Why the Cross? Because that was the only way to save sinners, such as you & I. God knew we all would sin so He figured a way out for us, by giving us His only Son’s life & His precious Holy Blood He shed as Calvary, to cover all the sins we all committed in our lives. Through the cross & Jesus’ blood we can come to the foot of the cross & let Jesus’ blood cover us all & make us worthy to approach the Throne of Grace & our Heavenly Father could not see our sins anymore, because Jesus’ blood blotted all sins away & never to be seen again, unless we willingly sin again & forget our Father’s love & the great sacrifice He made to free us from sins & Hell. Amen

Edna Matherne

PLACE YOUR
CLASSIFIED AD
FOR LESS THAN
YOU THINK

For more information
Contact Yvette Dunn
985-758-2795
or ydunn@lasmag.com



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



La Sandra Darenbourg
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
dgibbs@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

ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT

The St. Charles Parish, Zoning Board of Adjustment will meet on January 21, 2021 at 7:00 p.m. to hear:

2020 64 ZBA Roy A. Pierce to reduce the required side and rear yard to the property line at **418 Lakewood Dr., Luling**. Zoning District R-1A. Council District 7.

2021 1 ZBA Dale & Ashley Dufrene for a flood elevation of 2.3 ft. NAVD where a Preliminary DFIRM AE +5 ft. NAVD also applies at **110 Cadow St., Paradis**. Zoning District R-1A. Council District 4.

2021 2 ZBA Bradley Hogan for a flood elevation of 1 ft. above the centerline of the street where a Preliminary DFIRM AE +6 ft. NAVD also applies at **108 Luke Dr., Des Allemands**. Zoning District R-1A(M). Council District 4.

2021 3 ZBA Sheryl Karger to vary the fence height in the required front yard along on 4th St. from the maximum height of 4 ft. to 6 ft. at **524 Sugarhouse Rd., Luling**. Zoning District R-1A. Council District 2.

2021 4 ZBA Bruce & Vali Burkenstock to reduce the required side yard to at **415 Wild Rose Dr., Norco**. Zoning District R-1A. Council District 6.

2021 5 ZBA Lee Hebert to vary the fence height in the required front yard along the side property line from the maximum height of 4 ft. to 6 ft. at **300 Beau Place Blvd., Des Allemands**. Zoning District R-1A. Council District 4.

ALTERNATE DATE: 1/28/21
PUBLISH 1/7, 1/14, 1/21

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 Louis 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

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of **West Bank Yard Building Project # P190401** as follows:

Owner: **St. Charles Parish**

Project Title: **West Bank Yard Building**

Project No.: P190401

Principal Work Location: 166 Scorpio Street, Hahnville, LA 70057

Description of Basic Work: New building at Public Work Department's West Bank Yard.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 10:00 a.m. local time on February 2, 2021**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Murray Architects, Inc., 13760 River Road, Destrehan, LA 70047.

A payment of \$ 50.00 in cash or check payable to the Architect will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on January 26, 2021 at 10:00 a.m. the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **Non-Mandatory**.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, January 07, 2021
Thursday, January 14, 2021
Thursday, January 21, 2021

Public Notice



MATTHEW JEWELL
PARISH PRESIDENT
DAVID FERRARO
PROCUREMENT OFFICER

St. CHARLES PARISH PROCUREMENT

ONLINE AUCTION

START: FEBRUARY 10, 2021
END: FEBRUARY 24, 2021

ST. CHARLES PARISH PROCUREMENT OFFICE WILL HOST AN ONLINE AUCTION TO SELL MISCELLANEOUS SURPLUS.

FOLLOW THE LINK BELOW TO THE ONLINE SITE TO REVIEW THE LISTED ITEMS AND PLACE YOUR BIDS: <http://www.publicsurplus.com/sms/stcharlesgov/la/browse/home>

ALL TERMS AND CONDITIONS WILL BE LISTED ON THE SITE.

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
JANUARY 21, 2021
JANUARY 28, 2021

Sheriff's Sale

SHERIFF'S SALE SHERIFF'S OFFICE

Suit No: (45) 87456-D

Date: **Monday, December 28, 2020**

U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE PRP II PALS INVESTMENTS TRUST

VS
DARRELL EDWARDS, INDI-VIDUALLY AND AS SURVIVING SPOUSE IN COMMUNITY WITH JEANETTE GABRIEL EDWARDS 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: TUESDAY, JANUARY 28, 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, FEBRUARY 24, 2021, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all rights, Ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF ST. CHARLES, State of Louisiana, being located in portions of Sections 10, 11, 53 and 54, of T13S, R21E, and portions of Sections 88, 89 and 90, T13S, R20B, in what is known as LULING ESTATES SUBDIVISION and according to survey prepared by Charles E. Meyer, dated September 1, 1970 revised April 5, 1971, copies of which are on file in the office of the Clerk of Court for St. Charles Parish for reference, is more particularly described as follows: LOT 26 of SQUARE "C", said SQUARE being bounded by LULING ESTATES DRIVE, SECOND STREET, GASSEN STREET (western boundary of the subdivision) and HACKBERRY LANE, Lot 26 thereof commencing at a distance of 727.01 feet from the intersection of Hackberry Lane and Luling Estates Drive, measures thence 60 feet front on Luling Estates Drive, same width in the rear, by a depth of 100.380 feet on Hackberry Lane side and 100.285 feet on the opposite sideline* All more fully shown by survey of Don A* Garland, civil Engineer, dated March 10, 1977, reurveyed April 19, 1977, and recertified July 15, 1977, annexed hereto and made a part hereof. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FIFTY THOUSAND FOUR HUNDRED FIFTY-THREE AND 54/ 100 (\$50,453.54) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH
PUBLISH ON: January 21, 2021
February 18, 2021
ATTORNEY FOR PLAINTIFF:
Cris R Jackson
1010 Common St, Suite 1500
New Orleans, LA 70130
SCSO-CIV-209-0402

Sheriff’s Sale

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 87898-C
Date: Thursday, January 14, 2021
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, FEBRUARY 24, 2021, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: TO BE SOLD IN GLOBO 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 f?et; 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^mea^urmg 20' front each on West McAdoo Street by a depth of 80'; Square 33, New Saxpy Subdivision, Wards 3 and 5, St Charles Parish. Louisiana, as per plan of subdivision by Btythe Co., Inc. and Two p) 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 Thirteen- (13) in Square 33, bounded 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 Q&k 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 PROPERTY ORIGINALLY AUCTIONED WITH APPRAISAL ON / JANUARY 6, 2021. NO BIDS WERE RECEIVED FOR THE MINIMUM SALE PRICE OF \$50,000.00. THEREFORE, PROPERTY WILL BE SOLD TO THE HIGHEST BIDDER FOR COSTS. 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: January 21, 2021 February 18, 2021 ATTORNEY FOR PLAINTIFF: KAREN E. TREVATHAN 8235 YMCA PLAZA DRIVE, SUITE 400 BATON ROUGE, LA 70810 225-334-9222 SCSO-CIV-209-0402

Public Notice

PORT OF SOUTH LOUISIANA
FOR
ONE (1) USED QUARTER BARGE

In accordance with La R.S. 38:2212.1, Port of South Louisiana, (herein referred to as the "Owner") hereby solicits sealed bids for a **USED QUARTER BARGE** (hereinafter referred to as "Barge"). It is the intent of the Port to secure pricing on a Used Quarter Barge for use by the Port. The barge will house the Owner's Marine Operations Crew.

Sealed Bids shall be addressed as follows: **Attn: Paul G. Aucoin, Sealed Bid Enclosed – Used Quarter Barge, Port of South Louisiana , Bidder's name should be printed outside of the sealed bid** and delivered to **171 Belle Terre Blvd, LaPlace, LA 70068** not later than **2:00 p.m. on the 2nd day of February, 2021**. Any bid received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at **2:00 p.m. on the 2nd day of February, 2021, at the Port of South Louisiana Office** located at **171 Belle Terre Blvd, LaPlace, LA 70068**. Bids may also be submitted at www.centralauctionhouse.com

The minimum specifications for the quarter barge are stated in the Bid Form. Bidders shall furnish ownership documents, documentation of date built, descriptive literature and/or complete manufacturer's specifications, pictures (interior and exterior) and all other necessary data on the proposed barge. Bids must be submitted on the Bid Form furnished for this purpose and must be filled out with ink, or typewritten, and signed in ink or submitted electronically to www.centralauctionhouse.com. Each change or correction must be clearly marked and signed by bidder's authorized representative.

Should Bidder's barge not comply with minimum specifications requirements, Bidder shall provide detailed explanation as to the variances. Failure to explain exceptions to minimum bid specifications shall be cause for rejection of bid.

The barge shall be in operating condition and shall be subject to inspection before acceptance by Owner.

THIS BID PACKET MUST BE RETURNED IN ITS ENTIRETY. ALL BIDS SHALL BE PREPARED ON THE BID FORM AND RETURNED IN A SEALED ENVELOPE WITH THE APPROPRIATE BID ITEM SO MARKED ON THE OUTSIDE OF THE ENVELOPE. BIDS MAY ALSO BE SUBMITTED ON-LINE AT www.centralauctionhouse.com. Failure to comply with these requirements may cause your bid to be disqualified.

The purpose and intention of this invitation to bid is to afford all bidders an equal opportunity to bid on all material, operating supplies and or equipment listed in this bid proposal. Items bid must meet specifications or be equivalent thereto, and must include all items listed as standard equipment by the manufacturer.

The barge shall be delivered to the Port of South Louisiana Globalplex Facility. Quoted prices shall remain firm and shall include all fees applicable for purchase and delivery.

All equipment, materials, and components are to be in good and sufficient condition and functional.

In these specifications, there are specified equipment and materials most suitable for the service anticipated. This is not done to eliminate other items as good and sufficient. Where these specifications are definite specifications, it shall be understood that this is for the purpose of conveying the general style, type, character and quality of the used quarter barge and that equivalent products will be acceptable. It is necessary that the used quarter barge be able to dock at a specific location.

The Port reserves the right to reject any or all bids for just cause. Any such action will be in accordance with the Louisiana Revised Statute 38.

For questions or additional information, please contact Brian Cox, Operations Director, at (985) 652-9278 or bc Cox@portsl.com.

Port of South Louisiana

Paul G. Aucoin
Executive Director

PUBLISH: January 14 & 21, 2021

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of SPILLWAY ROAD REHABILITATION, PROJECT NUMBER: P190902 as follows:

Owner: **St. Charles Parish**

Project Title: SPILLWAY ROAD REHABILITATION

Project No.: P190902

Principal Work Location: BONNET CARRE SPILLWAY RIVER ROAD

Description of Basic Work: Full depth asphalt rehabilitation and culvert crossing reconstruction.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 10:00 a.m. local time on February 2, 2021**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers, of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Principal Engineering, Inc. 1011 Causeway Blvd, Suite 19 Mandeville, LA 70471.

A payment of \$ 150.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on January 22, 2021 at 10:00 a.m. the Edward A. Dufresne Community Center, **274 Judge Edward Dufresne Parkway, Luling Louisiana** Attendance of the Pre-Bid Conference is **non-mandatory**.

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

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

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

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

St. Charles Parish Council
Mathew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, January 07, 2021
Thursday, January 14, 2021
Thursday, January 21, 2021

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, JANUARY 25, 2021, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2021-0003 (1/11/21, Darensbourg Gordon)
An ordinance to provide for the installation of “**ALL-WAY STOP**” signs on Shaw Street at its intersection with Pine Street in Hahnville.

2021-0016 (1/11/21, Jewell, M. Bingham)
An ordinance to approve and authorize the execution of an Intergovernmental Agreement with the Coastal Protection and Restoration Authority Board for the Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project (State Project No. BA-0001).

2021-0017 (1/11/21, Jewell, M. Bingham)
An ordinance to approve and authorize the purchase of the property at 110 Ducayet Drive, Destrehan, Louisiana, for drainage improvements.

2021-0018 (1/11/21, Jewell, G. Dussom)
An ordinance to amend the 2021 Consolidated Operating and Capital Budget, Amendment No. 1, to add expenditures totaling \$180,000.00 for the General Fund Account 001-400610 Planning and Zoning – unspent in 2020 and apply this amount to professional services for the update to the Parish Comprehensive Land Use Plan.

PUBLISH: January 14, 21, 2021

Public Notice		
ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF DECEMBER 21, 2020, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.		
 St. Charles Parish Meeting Minutes Parish Council Final Council Chairman Dick Gibbs Councilmembers Bobby Donaldson, Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Clulee, Nicky Dufrene, Marilyn B. Bellock, Bob Fisher, Julia Fisher-Perrier St. Charles Parish Courthouse 15045 Highway 19 P.O. Box 302 Hahnville, LA 70057 985-783-5000 www.stcharlesparish-la.gov		
Monday, December 21, 2020	6:00 PM	Council Chambers, Courthouse
ATTENDANCE		
Present: 8 - Bobby Donaldson, Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Perrier		
Absent: 1 - Nicky Dufrene		
Also Present		
Parish President Matthew Jewell, Legal Services Director Corey Outris, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palomone, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Dawn Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works/Wastewater Director Miles Bingham, Wastewater Assistant Director David deGenères, Earl Matheme, Planning Administrator, Parks and Recreation Director Duane Foret, Animal Control Director Jena Troxler, Dayna Parker, Personnel Officer, R.S.V.P. Director Jeannia Arabie, Justin Robert, Public Information Officer		
CALL TO ORDER		
PRAYER / PLEDGE		
Pastor Thomas Hines Hope Church, Destrehan		
APPROVAL OF MINUTES		
A motion was made by Councilmember Bellock, seconded by Councilmember Donaldson, to approve the minutes from the regular meeting of December 7, 2020. The motion carried by the following vote:		
Yea: 8 - Donaldson, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Bellock, Fisher and Fisher-Perrier		
Nay: 0		
Absent: 1 - Dufrene		
SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)		
2020-0356		
In Recognition: Trey Granier, Planning & Zoning Commission		
Sponsors: Mr. Gibbs		
Read		
2020-0357		
In Recognition: Chief Rodney Madore, St. Charles Parish Communications District		
Sponsors: Mr. Donaldson		
Read		
REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)		
2020-0358		
South Louisiana Port Commission		
Mr. Paul Aucoin, Executive Director		
Parish President Matthew Jewell spoke on the matter. Mr. Aucoin spoke on the matter. Councilwoman Clulee spoke on the matter.		
Reported		

<u>2020-0359</u>	R.S.V.P. Program R S V P Director Joanne Arzbie Reported
<u>2020-0360</u>	Workforce Innovations and Opportunity Act (WIOA) Discussion: to defer File No. 2020-0360 until a later date Report Deferred
<u>2020-0361</u>	Parish President Remarks/Report <u>Sponsors:</u> Mr. Jewell Councilwoman Fisher-Perrier spoke on the matter. Parish President Matthew Jewell spoke on the matter. Councilwoman Bellock spoke on the matter. Chairman Gibbs spoke on the matter. Director of Communications Samantha deCastro spoke on the matter. Councilman Fisher spoke on the matter. Finance Director Grant Dussom 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, JANUARY 11, 2021, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

<u>2020-0362</u>	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. <u>Sponsors:</u> Mr. Jewell and Department of Public Works Publish/Scheduled for Public Hearing to the Parish Council on January 11, 2021
<u>2020-0363</u>	An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from M-1 to R-1M on approximately 7.2 acres of Parcel D-2AA, Fairview Plantation Subdivision, St. Rose, as requested by BMB Real Estate, LLC. <u>Sponsors:</u> Mr. Jewell and Department of Planning & Zoning Publish/Scheduled for Public Hearing to the Parish Council on January 11, 2021
<u>2020-0364</u>	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. <u>Sponsors:</u> Mr. Jewell and Department of Wastewater Publish/Scheduled for Public Hearing to the Parish Council on January 11, 2021
<u>2020-0346</u>	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. <u>Sponsors:</u> Mr. Jewell and Department of Planning & Zoning Publish/Scheduled for Public Hearing to the Parish Council on January 11, 2021
<u>2020-0348</u>	An ordinance approving and authorizing the execution of an Act of Dedication for River Place Estates Phase 1, Hahnville. <u>Sponsors:</u> Mr. Jewell and Department of Planning & Zoning Publish/Scheduled for Public Hearing to the Parish Council on January 11, 2021

PLANNING AND ZONING PETITIONS

<u>2020-0349</u>	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 Frloux Ventures by T. Baker Smith, located south of Lagattuta Estates Subdivision, as requested by Melissa & Brennen Frloux and Kourtne & Kris Donnaud, on behalf of the property owners Geraldine B. Hooper (Vannoy), Wade D. Hooper, and Lydia H. Lingle <u>Sponsors:</u> Mr. Jewell and Department of Planning & Zoning Reported: P & Z Department Recommended: Denial Planning Commission Recommended: Denial Mr. Earl Matheme, Planning Administrator, spoke on the matter. Speakers: Ms. Melissa Frloux, Luling Public Hearing Requirements Satisfied Council Discussion Mr. Matheme spoke on the matter. Legal Services Director Corey Cluise spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 5 - Darenbourg Gordon, Cluise, Gibbs, Bellock and Fisher-Perrier Nay: 3 - Donaldson, Fonseca and Fisher Absent: 1 - Dufrene Enactment No. 20-12-8
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ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)

<u>2020-0331</u>	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. <u>Sponsors:</u> Mr. Jewell Reported: Parish President Recommended: Approval Ms. Deyns Parker, Personnel Officer, spoke on the matter. Public Hearing Requirements Satisfied Council Discussion Ms. Parker spoke on the matter. Parish President Matthew Jewell spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 8 - Donaldson, Fonseca, Darenbourg Gordon, Cluise, Gibbs, Bellock, Fisher and Fisher-Perrier Nay: 0 Absent: 1 - Dufrene Enactment No. 20-12-9
<u>2020-0342</u>	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. <u>Sponsors:</u> Mr. Jewell and Department of Animal Control Reported: Animal Control Department Recommended: Approval Speakers: Mr. Walter Pille', Destrehan Public Hearing Requirements Satisfied Council Discussion Parish President Matthew Jewell spoke on the matter. Animal Control Director Jena Truxler spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 8 - Donaldson, Fonseca, Darenbourg Gordon, Cluise, Gibbs, Bellock, Fisher and Fisher-Perrier Nay: 0 Absent: 1 - Dufrene

<u>2020-0343</u>	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. <u>Sponsors:</u> Mr. Jewell Reported: Parish President Recommended: Approval Parish President Matthew Jewell deferred to Clerk of Court Lance Marino Mr. Marino spoke on the matter. Public Hearing Requirements Satisfied Council Discussion VOTE ON THE PROPOSED ORDINANCE Yea: 8 - Donaldson, Fonseca, Darenbourg Gordon, Cluise, Gibbs, Bellock, Fisher and Fisher-Perrier Nay: 0 Absent: 1 - Dufrene Enactment No. 20-12-11
<u>2020-0344</u>	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). <u>Sponsors:</u> Mr. Jewell and Department of Public Works Reported: Public Works Department Recommended: Approval Public Hearing Requirements Satisfied Council Discussion Public Works/Wastewater Director Miles Bingham spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 8 - Donaldson, Fonseca, Darenbourg Gordon, Cluise, Gibbs, Bellock, Fisher and Fisher-Perrier Nay: 0 Absent: 1 - Dufrene Enactment No. 20-12-12
<u>2020-0345</u>	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. <u>Sponsors:</u> Mr. Jewell Reported: Parish President Recommended: Approval Deputy Chief Administrative Officer Billy Raymond spoke on the matter. Public Hearing Requirements Satisfied Council Discussion Mr. Raymond spoke on the matter. Parish President Matthew Jewell spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 8 - Donaldson, Fonseca, Darenbourg Gordon, Cluise, Gibbs, Bellock, Fisher and Fisher-Perrier Nay: 0 Absent: 1 - Dufrene Enactment No. 20-12-13
<u>2020-0346</u>	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. <u>Sponsors:</u> Mr. Jewell and Department of Planning & Zoning Mr. Earl Matheme, Planning Administrator requested that File No. 2020-0346 be removed and reintroduced. Public Hearing Requirements Not Satisfied A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Cluise, to Postpone Indefinitely and Reintroduce File No. 2020-0346. The motion carried by the following vote: Yea: 8 - Donaldson, Fonseca, Darenbourg Gordon, Cluise, Gibbs, Bellock, Fisher and Fisher-Perrier Nay: 0 Absent: 1 - Dufrene Postponed Indefinitely and Reintroduced
<u>2020-0347</u>	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. <u>Sponsors:</u> Mr. Jewell and Department of Parks and Recreation Reported: Parks & Recreation Department Recommended: Approval Public Hearing Requirements Satisfied Council Discussion Parks & Recreation Director Duane Foret spoke on the matter. Public Works/Wastewater Director Miles Bingham spoke on the matter. Parish President Matthew Jewell spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 8 - Donaldson, Fonseca, Darenbourg Gordon, Cluise, Gibbs, Bellock, Fisher and Fisher-Perrier Nay: 0 Absent: 1 - Dufrene Enactment No. 20-12-14
<u>2020-0348</u>	An ordinance approving and authorizing the execution of an Act of Dedication for River Place Estates Phase 1, Hahnville. <u>Sponsors:</u> Mr. Jewell and Department of Planning & Zoning Mr. Earl Matheme, Planning Administrator requested that File No. 2020-0348 be removed and reintroduced. Public Hearing Requirements Not Satisfied A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Darenbourg Gordon, to Postpone Indefinitely and Reintroduce File No. 2020-0348. The motion carried by the following vote: Yea: 8 - Donaldson, Fonseca, Darenbourg Gordon, Cluise, Gibbs, Bellock, Fisher and Fisher-Perrier Nay: 0 Absent: 1 - Dufrene Postponed Indefinitely and Reintroduced
<u>2020-0350</u>	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. <u>Sponsors:</u> Mr. Jewell and Department of Finance Reported: Finance Department Recommended: Approval Public Hearing Requirements Satisfied Council Discussion Finance Director Grant Dussom spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 8 - Donaldson, Fonseca, Darenbourg Gordon, Cluise, Gibbs, Bellock, Fisher and Fisher-Perrier Nay: 0 Absent: 1 - Dufrene Enactment No. 20-12-15

RESOLUTIONS

2020-0352

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 AI39862 - Destrehan Wastewater Treatment Plant**, and set forth the required action.

Sponsors: Mr. Jewell and Department of Wastewater

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

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 6 - Donaldson, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 1 - Dufrene

Enactment No: 6527

2020-0353

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.

Sponsors: Mr. Jewell and Department of Wastewater

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

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 1 - Dufrene

Enactment No: 6528

2020-0354

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.

Sponsors: Mr. Jewell and Department of Wastewater

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

Public comment opened; no public comment

Council Discussion
Mr. deGeneres spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 1 - Dufrene

Enactment No: 6529

2020-0355

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.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Denial
Planning Commission Recommended: Approval w/ stipulation Approval with stipulation that the lot line between 21A and 25A be shifted towards W. Lawson and the house by 5 ft., the required setback is 15 ft. from W. McAdoo St., and that the waiver is indicated on the plat.
Mr. Earl Matherne, Planning Administrator, spoke on the matter

Public comment opened; no public comment

Council Discussion
Mr. Matherne spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 1 - Dufrene

Enactment No: 6530

2020-0365

A resolution urging the Louisiana Legislature to pass legislation which will invest in the installation of high speed internet for rural Louisiana.

Sponsors: Mr. Jewell

Public comment opened on the deviation; no public comment.
Councilwoman Fisher-Perrier questioned if this is timely and had to happen tonight?
Parish President Matthew Jewell spoke on the matter.

A motion was made by Councilmember Fisher, seconded by Councilmember Darenbourg Gordon, to deviate from the regular order of the agenda to take up File No. 2020-0365; a matter not on the agenda. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Dufrene

Deviated

Reported:
Parish President Recommended: Approval

Public comment opened
Mr. Cory Savoie, Luling
Mr. Jewell spoke on the matter.

Council Discussion
Mr. Jewell spoke on the matter.

Mr. Jewell stated that if the parish council would like, they could make a motion to add the entire council as co-sponsors.

Amendment: to amend the proposed resolution by adding the entire council as co-sponsors

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fisher, to Amend File No. 2020-0365. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Dufrene

Amended

2020-0365

A resolution urging the Louisiana Legislature to pass legislation which will invest in the installation of high speed internet for rural Louisiana.

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

VOTE ON THE PROPOSED RESOLUTION AS AMENDED

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

Nay: 0

Absent: 1 - Dufrene

Enactment No: 6531

A motion was made by Councilmember Darenbourg Gordon, seconded by Councilmember Bellock, to return to the regular order of the agenda. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Dufrene

Returned

APPOINTMENTS

2020-0293

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

Nominee:
Councilwoman Darenbourg Gordon nominated Ms. Olivia Tate.

Nomination(s) Accepted

A motion was made by Councilmember Fisher, seconded by Councilmember Donaldson, to Close Nomination(s) for File No. 2020-0293. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Dufrene

Nomination(s) Closed

2020-0295

A resolution appointing Mr. Cory Savoie to the St. Charles Parish Board of Adjustment as the District VII Representative.

VOTE ON THE APPOINTMENT OF MR. CORY SAVOIE

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

Nay: 0

Absent: 1 - Dufrene

Enactment No: 6532

2020-0325

Council Ex-Officio Appointment of Councilwoman Marilyn B. Bellock to the St. Charles Parish Housing Authority.

VOTE ON THE APPOINTMENT OF COUNCILWOMAN MARILYN B. BELLOCK

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

Nay: 0

Absent: 1 - Dufrene

Confirmed

ADJOURNMENT

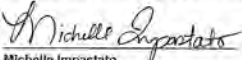
A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Donaldson, to adjourn the meeting at approximately 8:08 pm. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Dufrene

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

PUBLISH: January 21, 2021

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, JANUARY 11, 2021, 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.

2020-0362

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

ORDINANCE NO. 21-1-1

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.

WHEREAS, St. Charles Parish has determined that Lakewood Drive in Luling requires reconstruction from East Heather Drive to Highway 90; and,

WHEREAS, the cost of said project is beyond the funds available to the Parish and as such the Parish has obtained funding from the Transportation Improvements Program (TIP) (in a 20% Parish, 80% TIP contribution); administered through DOTD; and,

WHEREAS, in order to secure the funding and move the project forward, an Entity/State Agreement is required and is attached to this ordinance.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the agreement with the Louisiana Department of Transportation and Development for the construction of project P190201 Lakewood Drive Reconstruction (State Project No. H.014051, Federal Aid Project No. H014051) is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the attached Entity/State Agreement documents on behalf of St. Charles Parish.

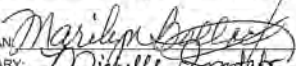
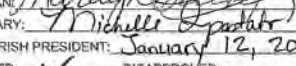
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

NAYS: NONE

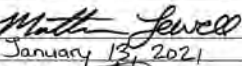
ABSENT: NONE

And the ordinance was declared adopted this 11th day of January, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 

DLVD/PARISH PRESIDENT: January 12, 2021

APPROVED: ☒ DISAPPROVED: ☐

PARISH PRESIDENT: 

RETD/SECRETARY: January 13, 2021

AT: 8:00pm RECD BY: 

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.014051
FEDERAL AID PROJECT NO. H014051
LAKEWOOD DR. RECONSTRUCTION
ST. CHARLES PARISH

THIS AGREEMENT, is made and executed in two originals on this _____ day of _____, 20____, by and between the Louisiana Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD," and the St. Charles Parish, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity".

WITNESSETH: That;

WHEREAS, under the provisions of Title 23, United States Code, "Highways," as amended, funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD; and

WHEREAS, the Entity has requested an appropriation of funds to finance a portion of the Project as described herein; and

WHEREAS, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

WHEREAS, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

WHEREAS, Federal Funds have been appropriated to finance improvement projects under the direct administration of DOTD; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

WHEREAS, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual.

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

The foregoing recitals are hereby incorporated by reference into this agreement.

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to reconstruct Lakewood Drive from US 90 to East Heather Drive, in Luling, St. Charles Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.014051 and Federal Project No. H014051**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

Responsibility Table Roadway Control Section 000-45			
	Entity	DOTD	Comments
Roadway Owner	Yes	No	
Environmental Process	Yes	No	If PCE, DOTD may prepare the environmental document
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Services	Yes	No	
Acquisition and Relocation	Yes	No	
Permits	Yes	No	
Utility (Clearance/Permits/Relocation)	Yes	No	
Construction	Yes	No	
Construction Engineering Administration and Inspection	Yes	No	
Construction Engineering Testing	Yes	No	
Non-Infrastructure Enhancements	Yes	No	

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

Funding Table ¹ Roadway Control Section 000-45			
Method of Payment	Disbursement		
	Percentage Funded By Entity ²	Percentage Funded By DOTD ^{3,4}	Comments
Environmental Process	100%	0%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Services	100%	0%	
Acquisition and Relocation	100%	0%	
Utility (Clearance/Permits/Relocation) ⁵	100%	0%	
Construction	20%	80%	
Construction Engineering and Inspection	100%	0%	
Non-Infrastructure Enhancements	100%	0%	

¹Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.

²If DOTD holds contract on a Non-state route, any required matching funds and the DOTD administration fee must be paid to DOTD by the Entity prior to any preconstruction contract action or construction letting. If DOTD holds the contract on a State route, any required matching funds must be paid to DOTD by the Entity prior to any preconstruction contract action or construction letting.

³When DOTD consents to use its own staff to provide the required services, the staff will track their time and charge it to the cost of the Project at the indicated percentages.

⁴DOTD portion shall be funded by Federal Funds

⁵Includes railroads

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD will be designated as being responsible, as per the Responsibility Table.

In addition, if DOTD manages the contract for an off-system (locally owned) route, the Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be required to pay for DOTD's indirect costs associated with the administration of that contract, in proportion to the local share of the contract (as specified in the funding table). The amount of indirect costs will be calculated based on the most current federally-approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request, in writing from the DOTD Project Manager, an exemption from the obligation to pay a share of DOTD's indirect costs.

For construction contracts the Entity will be required to pay 1.2 times the amount described in the above paragraph, with the additional amount to be held in reserve for change orders and claims. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate (and the amount held in reserve, as applicable) DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity will be designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment from DOTD, Entity shall provide proof to DOTD of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 90 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within a thirty day period after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, no new Local Public Agency projects for the Entity will be approved until such time as the cited amount is reimbursed to DOTD.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

Federal regulation provision 23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, with the exception of the construction Stage/Phase on state routes. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an Entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public Entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the Entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the Entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the Entity makes a selection pursuant to its approved procedures, the Entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants.

If DOTD is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the Entity is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

ARTICLE VI: ENVIRONMENTAL PROCESS

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1:

Manual of Standard Practice” and “Environmental Manual of Standard Practice.” All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 (“Preconstruction Procedures”), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 (“Design Standards For Highways”) and DOTD guidelines. The format of the plans shall conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. Conformance to the applicable Publications and Manuals found on the DOTD website is required. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the

Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms see the LPA Manual located on the DOTD website (http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx).

The standard procedures and expectations to be used for this Project will be identified in the kickoff/pre-design meeting.

For projects including lighting systems, the Entity will execute a lighting agreement. The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity’s name where projects are built on state rights-of-way.

ARTICLE VIII: RIGHT-OF-WAY ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way acquisition is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD’s Right-of-Way Manual; DOTD’s LPA Right-of-Way Manual; DOTD’s Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the “Location & Survey Manual.”

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Real Estate Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Real Estate Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project can be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity’s road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity’s Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD’s sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

ARTICLE X: PERMITS

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated will be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain, from affected utility companies or railroads, all agreements and designs of any required systems or relocations.

Entity will be required to obtain relocation and other necessary agreements related to utilities or railroads on Entity owned routes. The Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

The Entity is responsible for any and all costs associated with utility relocations, adjustments and construction time delays on non-state routes after the project is awarded.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

DOTD will obtain agreements to relocate utilities and coordinate with railroads on state routes.

ARTICLE XII: BIDS FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD’s standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while the DOTD Review Committee will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. The contract will be awarded by DOTD on behalf of the Entity following the favorable recommendation of award by the DOTD Review Committee and concurrence by the Federal Highway Administration (FHWA) and the Entity. The Entity is responsible for all costs above the amounts shown in their MPO’s TIP and must acknowledge this with an approval letter, unless additional state/Federal funds are made available. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity

will be responsible for construction contract recordation with the Clerk of Court in the Project’s parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the contractor an official NTP for construction.

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated, to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table.

If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted and, if necessary, will direct that appropriate remedial action be taken. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspection personnel utilized by the Entity and/or the Entity’s consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.
4. Construction documentation shall be performed in Site Manager by the Entity or the Entity’s consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.
5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and ensure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD’s Sampling Manual or as directed by DOTD through Site Manager Materials.
6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.
7. All laboratory personnel utilized by the Entity and/or the Entity’s consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.
8. Shop drawing review is the responsibility of the design engineer.

9. The Entity or the Entity’s consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 day for projects over \$2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

ARTICLE XIV: SUBCONTRACTING

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

The Entity or its consultant agrees to ensure that the “Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts” are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

DOTD will include as part of the solicitation of bids a current list containing the names of firms that have been certified as eligible to participate as a DBE on US DOT assisted contracts. This list indicates the project numbers and letting date for which this list is effective. Only DBEs listed on this list may be utilized to meet the established DBE goal for these projects. It is the Entity or its contractor’s responsibility to monitor that only the certified DBEs committed to this Project are performing the work items they were approved for.

The above requirements shall be included in all contract and/or subcontracts entered into by the Entity or its contractor.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must

establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing and signing the Risk Assessment form. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An Entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be hand delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.
3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity will not be eligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.
5. If the project has not progressed to construction within the time periods provided for below, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.

(1) Project for acquisition of rights-of-way. In the event that actual construction on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid under the terms of this agreement.

(2) Preliminary engineering project. In the event that right-of-way acquisition, or actual construction, for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid to the transportation department under the terms of the agreement.

6. Failure to comply with the requirements of 2 C.F.R. 200.302 and Title 23, U.S.C.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

The Entity agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Entity agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, gender identity, national origin, veteran status, genetic information, political affiliation or disabilities.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction- DOTD

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If DOTD is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the Entity is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to the Entity, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located on right-of-way owned by DOTD or the Entity, upon the Final Acceptance of the Project, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

Construction- Entity

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If DOTD is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the Entity is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE XXII: HOUSE BILL 1 COMPLIANCE

The Entity shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.

The Entity understands and agrees that no funds will be transferred to the Entity prior to receipt and approval by DOTD of the submissions required by House Bill 1.

ARTICLE XXIII: COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

ARTICLE XXIV: VENUE

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Billy Raymond
Richard Champagne

ST. CHARLES PARISH

BY: *Matthew Jewell*
Matthew Jewell
Typed or Printed Name

Parish President

Title

72-6001208

Taxpayer Identification Number

07-944-8924

DUNS Number

20.205

CFDA Number

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

2020-0364

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

ORDINANCE NO. 21-1-2

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.

WHEREAS, sealed bids were received by St. Charles Parish on November 17, 2020 for S181201 Lone Star Sewer Rehabilitation; and,

WHEREAS, N-Y Associates, Inc., Consulting Engineers for the Project, have reviewed the bids and recommend that the Bid is awarded to the low bidder, BLD Services, LLC, in the total amount of \$288,254.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of BLD Services, LLC, for the construction of St. Charles Parish Project No. S181201 Lone Star Sewer Rehabilitation, is hereby approved and accepted in the amount of \$288,254.00;

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, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 11th day of January, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Maribeth Bortch*
SECRETARY: *Michelle Espinosa*
CLVD/PARISH PRESIDENT: *January 12, 2021*
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RET/SECRETARY: *January 13, 2021*
AT: 3:00 pm RECD BY: *[Signature]*

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____, herein called "Owner," acting herein through its _____, and **BLD Services, LLC** a corporation, a partnership, an individual (Strike Out Inapplicable Terms) doing business as _____ of _____, Parish of St. Charles and State of Louisiana hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Two Hundred Eighty Eight Thousand hereinafter called the project, for the sum of Two Hundred Fifty Four Dollars (\$288,254.00) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the contract; and at his/her (its/their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the General conditions and Supplemental General Conditions and Special Conditions, prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by N-Y Associates, Inc., herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner to fully complete the project within 90 consecutive calendar days thereafter. The Contractor further agrees to pay, as Liquidated Damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

(Seal)	_____	(Owner)
By _____	_____	_____
(Secretary)	(Witness)	(Title)
	BLD Services, LLC	
(Seal)	_____	(Contractor)
By <u>Garrett Wagner</u>	<u>Brent Albert</u>	<u>Project Manager</u>
(Secretary)	(Witness)	(Title)
	<u>2424 Tyler Street, Kenner, LA 70062</u>	
	(Address and Zip Code)	

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

2020-0346

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

ORDINANCE NO. 21-1-3

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.

WHEREAS, the Parish's existing comprehensive land use plan, St. Charles Parish 2030 Comprehensive Plan, *St. Charles 2030*, was adopted June 20, 2011 pursuant to a Planning Commission Resolution passed on the 2nd day of June, 2011, and by Ordinance No. 11-8-11; and,

WHEREAS, *St. Charles 2030* expresses what the citizens of St. Charles Parish envision and desire their community to be like in the year 2030" in the 2030 Vision Statement (page 35), and makes recommendations for policies, capital improvements, and future land uses to enact that vision; and,

WHEREAS, *St. Charles 2030* was updated one time, with changes to the Future Land Use Map (ordinance 16-9-16); and,

WHEREAS, *St. Charles 2030* is due for a mid-horizon update; and,

WHEREAS, a consultant-selection process was completed that included a Request for Qualifications which were reviewed by a Selection Committee and resulted in four consultant teams invited to submit proposals and complete in-person interviews; and,

WHEREAS, The Center for Planning Excellence, Inc. scored highest in the selection process and has agreed to contract with St. Charles Parish to update *St. Charles 2030* as defined by the attached agreement for professional services, and Exhibit A, Scope of Services for St. Charles Parish Comprehensive Land Use Plan Update, and Exhibit B Budget for St. Charles Parish Comprehensive Land Use Plan Update.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement for Professional Services between The Center for Planning Excellence, Inc. and St. Charles Parish to update *St. Charles 2030*, the Parish's comprehensive land use plan, is hereby approved and accepted.

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

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

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

NAYS: DONALDSON, FONSECA, FISHER

ABSENT: NONE

And the ordinance was declared adopted this 11th day of January, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Butts

SECRETARY: Michelle Carpenter

CLVD/PARISH PRESIDENT: January 12, 2021

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Math Jewell

RET'D/SECRETARY: January 13, 2021

AT: 3:00 pm RECD BY: [Signature]

AGREEMENT FOR PROFESSIONAL SERVICES

St. Charles Parish Comprehensive Land Use Plan Update

Be it known that this agreement for professional services ("Agreement") has been entered into and is effective as of this 11th day of January, 2021, by and between

St. Charles Parish, 15045 River Road, P.O. Box 302, Hahnville, LA 70057 ("Client"), and

The Center for Planning Excellence, Inc., 100 Lafayette Street, Baton Rouge, LA 70801 ("Consultant"),

under the following terms and conditions:

Article 1.

INTRODUCTION

1.1 Client desires to hire a consultant team that will update its comprehensive land use plan.

1.2 At the request of Client, Consultant will update Client's comprehensive land use plan ("Services")

1.3 With the support of the Client, Consultant will provide the Services.

1.4 Consultant represents that it has the present capacity and is experienced and qualified to perform the Services as specified in this Agreement, provided, nothing herein shall be construed as a warranty of results.

Article 2.

CONSULTANT'S SERVICES

2.1 Consultant shall complete the Services which will include, without limitation, the tasks and deliverables outlined in Exhibit "A", attached hereto.

2.2 Consultant is, for all purposes arising out of this Agreement, an independent contractor, and neither Consultant nor its employees shall be deemed an employee or agent of Client for any purpose, nor shall Consultant and Client be deemed to be joint ventures in any respect.

Article 3.

AGREEMENT TERM

The term of this Agreement ("Term") shall begin on January 1, 2021 and shall end on March 31, 2022.

Article 4.

TERMINATION OF AGREEMENT

4.1 Either Consultant or Client may terminate this Agreement, with or without reason, by providing ten (10) days written notice to the other for cause or thirty (30) days without cause, which notice shall state the date of termination.

4.2 In the event that Consultant's Services are terminated or if Consultant shall be discharged before all of the Services are performed, Client shall pay to Consultant the payment identified in Article 5 of this Agreement ("Payment Terms") based on the fractional amount of work performed by Consultant prior to termination or discharge, plus all costs.

Article 5.

PAYMENT TERMS

5.1 For the work that Consultant performs as set forth in Exhibit "A," Client shall pay Consultant a total of Two Hundred Seventy-Seven Thousand and no/100 dollars (**\$277,000.00**), as set forth on Exhibit "B." Consultant will invoice monthly on a percent complete basis by task and include a narrative of work performed. Each invoice shall be paid by Client within thirty (30) days of receipt. This payment represents the expenses Consultant will incur as it performs the Services listed above.

Article 6.

USE OF CONSULTANT'S DOCUMENTS

6.1 The documents, plans, studies, analysis, deliverables and other work product prepared by Consultant for the Project are works for hire contracted for pursuant to this Agreement. Client shall be deemed the owner of these documents and work products and Consultant shall transfer all law, statutory, and other rights including copyright to the Client.

6.2 Upon completion of the Services or earlier termination of this Agreement for any reason and payment by Client, Consultant shall deliver all such materials to Client.

PUBLICATION

Consultant shall have the right to reference the Project among Consultant's promotional and professional materials. Client shall have the right to reference Consultant's names in its materials related to the Project.

Article 7.

CLIENT'S RESPONSIBILITIES

Client shall provide available information regarding its requirements outlined in the Services, including related budgetary information.

Article 8.

PROFESSIONAL RESPONSIBILITY

All of the work performed by Consultant shall be performed in accordance with the standard of care, skill and due diligence provided by competent professionals who perform work or services of a similar nature to the Services.

Article 9.

MISCELLANEOUS PROVISIONS

9.1 **Conflict of Interest.** Consultant agrees that no official, officer or employee of Client shall have any personal or beneficial interest whatsoever in the Services.

9.2 **Confidentiality.** Except as provided by law, Consultant agrees not to divulge or release any information, report, research, analysis or recommendation developed or obtained in connection with the performance of the Services, except to authorized personnel upon the prior written approval of Client.

9.3 **Notice.** For the purpose of this Agreement, notices, demands and all other communications provided in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or (unless otherwise specified) mailed by United States certified or registered mail, return receipt requested, postage prepaid, or by any overnight delivery service providing tracking information and delivery confirmation, addressed as follows:

If to Consultant:	The Center for Planning Excellence, Inc. Attn: Camille Manning-Brooms 100 Lafayette Street Baton Rouge, LA 70801
If to Client:	St. Charles Parish Attn: Michael Albert 15045 River Road P.O. Box 302 Hahnville, LA 70057

or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

9.4 **Governing Law/Venue.** The terms and conditions of this Agreement shall be governed by the laws of the State of Louisiana. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought in St. Charles Parish.

9.5 **No Third Party Beneficiaries.** It is expressly understood and agreed that the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Client and Consultant, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person.

9.6 **Time is of the Essence.** The parties agree that the performance of the terms, conditions and requirements of this Agreement by Consultant, time is of the essence.

9.7 **Severability or Limitation.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way. If any statute or regulation limits fees that may be earned by this type of contract then this Agreement shall be limited to the maximum allowed by any such statute or regulation.

9.8 **Binding Effect.** Client and Consultant respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to this Agreement and to the members, managers, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement.

9.9 **Amendment.** This Agreement may be altered, amended, extended or renewed only by mutual written agreement of the parties.

9.10 **Mediation.** The parties shall attempt to settle disputes by mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen.

9.11 **Attorney's Fees.** If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

9.12 **Entire Agreement.** This Agreement sets forth the entire agreement of the parties in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any member, manager, officer, employee or representative of any party hereto, and any prior agreement of the parties in respect of the subject matter contained herein is hereby terminated and cancelled.

9.13 **Paragraph Headings.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms or provisions hereof.

9.14 **Multiple Counterparts.** This Agreement may be executed in multiple counterparts and, as so executed, shall constitute one agreement binding on the parties hereto, notwithstanding that both parties have not executed the original or the same counterpart.

9.15 **Indemnification.** Client hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with the performance of the Services, except to the extent that such claims, liabilities, losses or expenses arise from gross negligence of Consultant in the performance of its duties.

9.16 **Force Majeure.** A party shall not be deemed in default of this Agreement, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, epidemic, pandemic, or other similar events beyond the reasonable control of the party, provided that the party relying upon this provision gives prompt written notice thereof, and takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 180 days in the aggregate, either party may immediately terminate this Agreement upon written notice.

9.17 **Release.** Client hereby releases Consultant, to the fullest extent permitted by law, from any claims, causes of action, liability or damages resulting from or related to the performance of the Services by Consultant.

IN WITNESS WHEREOF, the following party and witnesses hereto have executed this Agreement as of this _____ day of _____, 2020, 2021.

WITNESSES: THE CENTER FOR PLANNING EXCELLENCE, INC.

By: Camille Manning-Broome
President and CEO

Print Name:

IN WITNESS WHEREOF, the following party and witnesses hereto have executed this Agreement as of this 13th day of January, 2020.

WITNESSES: ST. CHARLES PARISH

By: Matthew Jewell
Print Name: Matthew Jewell
Title: Parish President

Exhibit A
Scope of Services for St. Charles Parish Comprehensive Land Use Plan Update

The following scope of work provides for the facilitation of a transparent and citizen-driven parish visioning process which results in an updated comprehensive plan and implementation strategy that will assist St. Charles Parish in directing the growth of the parish to meet the current and future needs of its citizens. CPEX will conduct a project kickoff and existing conditions analysis, develop a public and stakeholder involvement plan and communications strategy, create and evaluate scenarios, develop a vision and comprehensive plan, develop a strategic implementation plan, work with the parish through the adoption process, and assess ordinance amendments needed to align the development code with the adopted plan.

1. PROJECT KICKOFF AND EXISTING CONDITIONS ANALYSIS

1.1 Kickoff Meeting and Collect Data and GIS, Review Existing Plans, and other background Information.

- Project Kickoff
- Meet with members of the parish staff, key stakeholders, and local experts to understand critical issues.
 - Coordinate with parish departments and the parish's two drainage and wastewater consultants.
 - Review relevant plans, existing development patterns, studies, building codes, resolutions and maps and identify questions and information gaps.
 - Identify ways to collaborate and build on the St. Charles Parish 2030 Comprehensive Plan and other previous planning efforts.
 - Document progress on previous planning initiatives to identify successes that need to be built upon and areas where additional work or alternative strategies are necessary.
 - Assess existing conditions and potential opportunities and barriers to development.

- Technical Committee
- Work with parish leadership and staff to establish a technical committee of representatives from parish departments, boards, and commissions.
 - Assist Planning and Zoning Department in forming committee.

- Stakeholder Committee
- Work with parish leadership and staff to establish a Stakeholder Committee that will serve in an advisory capacity throughout the planning process.
 - Assist planning staff in identifying a cross-section of residents, key stakeholder and/or professional groups, government staff members, and appointed and elected leaders.

- Database Development
- Using parish data, build a database of current uses, regulations, and growth trends, as well as demographic trends and socioeconomic data
 - Conduct an assessment and opportunities analysis, identifying the amount of development that might be expected given the anticipated increase in population and employment forecast along with potential impacts and associated opportunities.
 - Provide all tools and composite data that is developed to the parish in a format compatible with existing data.

- DELIVERABLES:
- Collect and review previous plans and planning initiatives and GIS data
 - Updated demographic assessment
 - 10-year population/growth assessment
 - Analysis of existing land uses and infrastructure capacity
 - Attend kickoff meeting and give presentation
 - Confirm schedule and potential dates for outreach, engagement and committee meetings
 - Progress report on recommendations in the implementation matrix
 - Begin calibration of the Envision Tomorrow tool

- 1.2 Tours and Stakeholder Interviews
- Tour the parish with staff, as allowed by COVID-19 guidelines
 - Conduct interviews with up to 12 key parish leaders and stakeholders to understand current issues and concerns. Interviews will be conducted in-person, online or by phone to assist the team in obtaining detailed information, goals, and perceptions about the parish. During each interview, ask for suggestions on how best to communicate with and engage peers or constituency

- DELIVERABLES:
- Hold up to 12 interviews with key leaders and stakeholders, such as representatives from the parish, other key agencies and civic organizations
 - Provide summary of interviews

2. PUBLIC PARTICIPATION AND VISIONING

- 2.1 Engagement and Outreach
- Enlist a diverse spectrum of community residents, businesses, agencies, organizations and officials with close community connections to engage residents, neighborhoods, industries, and small businesses.
 - Offer a variety of input opportunities to ensure diversity in input
 - Follow COVID-19 recommendations to guide the project team's engagement plan
 - Ensure input opportunities cover both the east and west banks and reflect St. Charles Parish's values and culture.
 - Prepare a public outreach and engagement plan that lays out the public input process for review by the parish.
 - Maintain an outreach database to ensure representatives from a broad range of groups are included.
 - Provide periodic email updates corresponding to major project milestones, including notices of public events.

- 2.2 Outreach Tools
- Use social media including a web page on the parish's website, Facebook, Twitter, and other mechanisms approved to engage and inform stakeholders and residents of the process and upcoming surveys and events.
 - Create flyers, posters, email blasts, yard signs and other media to promote input opportunities and events.
 - If appropriate, work with parish staff to prepare interviews and materials for SCP-TV and YouTube.
 - Provide agendas, discussion materials, meeting presentations and facilitations, and summaries of input and results.

- 2.3 Engagement Activities
- Obtain input on preferences, priorities, and initial recommendations through posted surveys.
 - Work with the parish to establish a Stakeholder Committee that provides input into the planning process and helps set the direction of the planning work throughout the duration of the project. Meet online or in person (following COVID-19 guidelines) approximately once a month or every-other month.
 - Host an online or in person business and developer forum for business owners, industry representatives, and developers to understand needs, barriers, and opportunities of the business community.
 - Host two rounds of community forums customized to accommodate in person or online formats.
 - Provide online presentations and focus groups to community groups, homeowner association and business association meetings, Rotary clubs, and other civic organizations.
 - Provide virtual or in person updates to the Parish Council at several key points in the planning process.

- DELIVERABLES:
- Public outreach and participation plan
 - Outreach including:
 - Surveys
 - Two rounds of community forums
 - Business forum
 - Presentations at stakeholder meetings such as HOA and business association meetings, Rotaries, and other community groups

o Council updates

3. SCENARIO DEVELOPMENT AND ALTERNATIVE SCENARIO EVALUATION

- Develop scenarios to:
- Provide a replicable and transparent methodology using Envision Tomorrow that identifies development opportunities that support community goals
 - Use data to measure impacts and understand change over time
 - Use data and tools to communicate to stakeholders in a meaningful way
 - Incorporate adaptation and resilience into all planning and infrastructure concepts

- 3.1 Evaluate Existing Land Use and Constraints
- Use St. Charles Parish's GIS layers and aerial photography as available to map current land uses to perform detailed analysis of current conditions and evaluate future land use, transportation infrastructure, and employment types and locations
 - Conduct a GIS based capacity analysis
 - Analyze wetland constraints based on existing data
 - Analyze amenities such as parks and open space
 - Analyze employment centers
 - Update other parish assets

- DELIVERABLES:
- Summary of capacity analysis and existing conditions results
 - GIS land use layer

- 3.2 Buildable Lands Analysis
- Evaluate the current capacity of the existing zoning code in relation to vacant land
 - Use the land use database to determine buildable lands by zoning district
 - Develop a preliminary classification
 - Identify lands that have physical or policy constraints.
 - Use existing data and coordinate with the ongoing drainage and wastewater planning work and other relevant planning efforts and documents, to identify constrained lands that are not available for development.
 - Work with St. Charles Parish staff to verify the classifications and development constraints, based on aerial photos, and fieldwork, if necessary.

- DELIVERABLES:
- Land base and classification system
 - Constraint evaluation
 - Buildable land classifications
 - Evaluation of constrained lands

3.3 Development of Alternative Scenarios

- Form alternative scenarios representing different ways to accommodate the anticipated change in population and employment. Each scenario is realistic with regard to vacant and re-developable land capacity, market trends, and demographic forecasts.
- Provide evaluation indicators for the scenarios using economic, connectivity, environmental, and livability criteria.
- Facilitate public review of scenarios either online or during a community workshop where participants indicate their scenario preferences.

- DELIVERABLES:
- Scenario development and evaluation based on the indicators, comparing them with the base case scenario and taking into account adaptation and resilience principles
 - Presentations describing the scenario themes and indicators
 - Description of recommended vision scenario for St. Charles Parish, including maps, data, and evaluation summary with measurements such as projected employment, property tax and sales tax revenues

4. VISION AND COMPREHENSIVE PLAN DEVELOPMENT

- Update the Comprehensive Plan to guide the land use decisions and policies in St. Charles Parish for the next 20 years.
- Prepare a document that includes maps, narratives, images, and illustrations to define the vision and focus on innovative policies and strategies that preserve existing assets,

improve quality of life, and catalyze redevelopment and reinvestment. Focus on viable and measurable implementation measures.

- Primary objectives for the Comprehensive Plan Update:
 - Use the public process to provide stakeholders and citizens with meaningful opportunities to participate
 - Coordinate with and integrate previous or underway planning efforts
 - Make policy recommendations and implementation strategies that are supported and able to be achieved
 - Create a robust policy framework to shape development patterns and reinvestment into the parish and create multi-modal transportation opportunities
 - Incorporate best practice adaptation and resiliency planning in strategies and implementation plans
 - Develop a user-friendly final document that is focused on implementation, easy to navigate, easy to read and well-illustrated
- Work with parish staff to determine organization of updated plan chapters

4.1 Vision for St. Charles Parish and Executive Summary

- Build on the St. Charles 2030 Comprehensive Plan principles and citizen input to prepare vision
- Design a graphical draft vision document that captures the citizens' vision, based on public and stakeholder input. This document will describe the future of the parish in both words and graphics, and allow people to have a clear picture of what the future could look like if various policies and other measures are adopted

- DELIVERABLES:
- Draft illustrated vision document and concept map
 - Obtain input on the draft vision

4.2 Land Use, Housing and Community Character

- Update the St. Charles Parish 2030 Comprehensive Plan's Land Use, Housing and Community Character chapter
- Update future land use map based on analysis of recent zoning decisions and community input
- Identify and/or confirm ideal locations for the efficient and appropriate accommodation of the expected household and employment growth over the next several decades, and areas of natural resources and environmental sensitivity to preserve and protect
- Describe a variety of land use types desired for the future and the policies, investments, and other tools that can be used to achieve the vision
- Discuss new forms of housing to address future demands
- Include policies and strategies that will help the parish determine public infrastructure investments and how to partner with private developers to create these desired places

- DELIVERABLES:
- Updated Land Use, Housing and Community Character Chapter
 - Policies and strategies that will help determine public infrastructure investments and partnerships with private developers
 - Recommended actions for growth, preservation, and redevelopment
 - Updated Future Land Use Map

4.3 Transportation and Mobility

- Link transportation and land use to emphasize land use patterns that optimize investment in the transportation system
- Incorporate road and streets design that is functional, convenient, safe, attractive and sensitive to the rural and town landscape
- Incorporate context sensitive design principles to maintain or increase bike and pedestrian options
- Analyze the parish's current investments, capacities, and future plans
- Conduct an initial analysis of the transportation system and use it to inform the visioning process and to identify transportation issues and opportunities
- Confirm and update the St. Charles Parish 2030 Comprehensive Plan goals, evaluate the existing transportation system and mobility recommendations regarding traffic patterns, access management and other tools to make travel within and through the parish safer and more efficient
- Address multimodal solutions and discuss adoption of a complete streets policy as part of this chapter

- DELIVERABLES:
- Updated Transportation and Mobility Chapter linked to land use plan
 - Policies and recommended actions for complete streets and multimodal facilities

4.4 Economic Development and Redevelopment

- Consider policies to build on the existing tax base to create a balanced, resilient economy and bring a wider variety of jobs to the parish.
- Work with parish staff to build on existing and ongoing planning and economic development efforts, assess current conditions, and coordinate with economic development entities to confirm economic development goals
- Update economic development strategies and implementation actions, building on current economic development strategies.

- DELIVERABLES:
- Updated Economic Development and Redevelopment Chapter
 - Economic development strategies and implementation actions aligned with the land use and transportation chapters

4.5 Infrastructure

- Conduct an inventory of existing environmental resources such as wetlands, water bodies, and other sensitive areas, and review readily available data from state and federal agencies
- Prepare a summary documenting the parish's natural assets as they exist
- Review the existing plans and summarize potential constraints to future development, in coordination with the parish's two drainage and wastewater infrastructure consultants.
- Work in consultation with the parish's drainage and wastewater consultants and

- incorporate water management analysis and recommendations into the land use and buildable land analysis.

• Develop Infrastructure strategies in consultation with parish staff and consultants using a resilience lens to ensure that recommendations support a strong, sustainable and adaptable future environment.
- DELIVERABLES:

• Coordination with the parish's two drainage and wastewater consultants

• Identification of drainage and stormwater issues and strategies

• Incorporation of the goals, policies, and implementation measures recommended in the drainage and wastewater analyses

• Updated Infrastructure Chapter in coordination with the parish's consultants with the goal of successfully adapting to coastal challenges
- 4.6 Parks, Recreation and Cultural Resources

• Coordinate with the parish's parks and recreation department and their consultant to obtain data for land use analysis

• Provide park and recreation indicators from scenarios to the parish's parks consultant; discuss and obtain input

• Provide maps for use by the parks department and their consultant

• Incorporate parish's Parks and Recreation strategies into the comprehensive plan, as appropriate
- DELIVERABLES:

• Scenario indicators for parks and recreation analysis

• Maps showing parks and recreation indicators based on vision

• Incorporation of parks and recreation strategies as appropriate
5. IMPLEMENTATION STRATEGIES AND CAPITAL IMPROVEMENTS FRAMEWORK

• Focus on identifying the parish's pressing needs as well as the most feasible first actions and projects to undertake

• Outline immediate actions to jump-start the community's vision and implementation of the plan's goals

• Identify longer-term implementation recommendations

• Prepare an implementation strategy that outlines and prioritizes actions, including immediate priority actions and information about key roles and responsibilities and performance measures, as well as long-term implementation systems with measurable benchmarks

• Develop the implementation strategy in partnership with parish staff and stakeholders

• Update the capital improvement framework in concurrence with parish staff from multiple departments, as well as the two consultant teams working on drainage and wastewater improvements
- DELIVERABLES:

• Updated Implementation Plan with short- and longer-term strategies

• Simplified implementation matrix with measurable benchmarks

• Updated Capital Improvement Framework
6. ASSESSMENT OF ORDINANCE AMENDMENTS REQUIRED TO ALIGN WITH ADOPTED PLAN

• Review development codes to assess needed ordinance amendments to achieve the vision and strategies set forth in the updated comprehensive plan
- DELIVERABLES:

• Report with recommendations for amendments to development codes
7. PLAN ADOPTION

• Work with the parish staff through the adoption process of the comprehensive plan and implementation strategy

• Present the final plan to the Parish Planning Commission and Parish Council

• Prepare a public hearing draft and keep a comment log of proposed changes throughout the public hearing process
- DELIVERABLES:

• Refine draft updated plan based on public input and prepare a Public Hearing Draft Comprehensive Plan

• Attend Planning Commission and Council meetings (virtually or in person)
8. FINAL DELIVERABLES

• Provide the comprehensive plan update and all associated maps and drawings in a form that is economically reproducible, and easily accessed and understood by the public

• Give all files and databases included in the comprehensive plan update to the parish for ownership and future use
- DELIVERABLES:

• Final deliverable draft

• Print-ready final plan document in high quality PDF and Adobe InDesign format

• GIS library and files in digital format usable by the parish

PARISH PRESIDENT: Matthew Jewell

RET'D/SECRETARY: January 11, 2021

AT: 8:15 pm REC'D BY: [Signature]

ACT OF DEDICATION UNITED STATES OF AMERICA

BY: JCJR ST. CHARLES, LLC STATE OF LOUISIANA

TO: PARISH OF ST. CHARLES PARISH OF ST. CHARLES

BE IT KNOWN, that on this 21st day of December, in the year of Our Lord two thousand and twenty (2020),

BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

JCJR ST. CHARLES, LLC, a Louisiana limited liability company appearing herein by and through Joel T. Chaisson II, duly authorized as evidenced by the Certificate of Authority dated 12/1/20, which is attached hereto and which is issued in accordance with the Articles of Organization which are on file with the Louisiana Secretary of State.

Who after being duly sworn, declared unto me, Notary, that it is the owner of a certain tract of real property situated on the West Bank of St. Charles Parish, which lands are designated as RIVER PLACE ESTATES PHASE 1, described as follows:

Resubdivision of a portion of Lots 18, 19, 20, L-1, L-2 & L-3 of Fashion Plantation into lots herein designated as Lots 1 through 42, River Place Estates, Phase 1, Parcel 100 of Lots 18 & 19 of Fashion Plantation & Parcels 101, 102 & 103 (calculated) of Lots 18, 19 & 20 of Fashion Plantation situated in Sections 12 & 13, T-13-S, R-20-E, Hahnville, St. Charles Parish, Louisiana.

JCJR ST. CHARLES, LLC, further declared unto me that it has caused that portion of the above property designated as RIVER PLACE ESTATES PHASE 1 on the survey by Stephen P. Flynn, PLS, dated November 13, 2020, to be laid out in lots on the plan of survey and/or resubdivision referred to above, a copy of which is attached and made a part hereof, and

JCJR ST. CHARLES, LLC, further declared unto me, Notary, that on the aforesaid plan of resubdivision it has laid out certain streets within RIVER PLACE ESTATES PHASE 1 which are named and identified in accordance with the annexed plan of Stephen P. Flynn, PLS, dated November 13, 2020, as River Place Drive and Brazan Street, and within which said streets the water, sewer, drainage and street light infrastructure lies and all of which improvements is herein dedicated to St. Charles Parish. Also by this Act, JCJR ST. CHARLES, LLC, does hereby create the streets identified below as being a part of RIVER PLACE ESTATES PHASE 1, the description of which streets are as follows, to-wit:

That piece or portion of ground being the River Place Drive & Brazan Street right of way of River Place Estates Phase 1, Situated in Sections 12 & 13, T-13-S, R-20-E, Hahnville, St. Charles Parish, Louisiana per a subdivision plat entitled "Final Plan River Place Estates Phase 1" by Stephen P. Flynn, P.L.S., dated November 13, 2020 and being more fully described as follows:

Commence at a point being the northeast corner of Lot 1 and the west right of way of LA Highway 18.

Thence proceed in a southeasterly direction along the east line of Lot 1 being the west right of way of LA Highway 18 a bearing of S16°17'49"E a distance of 113.91' to a point;

The Point of Beginning

Thence proceed in a southwesterly direction along the north right of way of River Place Drive being the south line of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 & 20 a bearing of S61°25'56"W a distance of 2066.70' to a point;

Thence proceed in a northwesterly direction along the east right of way of Brazan Street being the west line of Lot 20 a bearing of N28°34'04"W a distance of 119.40' to a point;

Thence proceed in a southwesterly direction along the north right of way of Brazan Street a bearing of S61°39'15"W a distance of 51.09' to a point;

Thence proceed in a southeasterly direction along the west right of way of Brazan Street being the east line of Lots 21 & 22 a bearing of S29°10'44"E a distance of 289.55' to a point;

Thence proceed in a northeasterly direction along the south right of way of Brazan Street a bearing of N61°12'39"E a distance of 50.00' to a point;

Thence proceed in a northwesterly direction along the east right of way of Brazan Street being the west line of Lot 23 a bearing of N29°10'44"W a distance of 119.40' to a point;

Thence proceed in a northeasterly direction along the south right of way of River Place Drive being the north line of Lots 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 & 42 a bearing of N61°25'56"E a distance of 2055.10' to a point;

Thence proceed in a northwesterly direction along the east right of way of River Place Drive being the west right of way of LA Highway 18 a bearing of N16°17'49"W a distance of 51.17' to a point;

The Point of Beginning

The said appearer further declared unto me, Notary, that under the covenants, conditions, and stipulations hereinafter recited it does, by these presents, dedicate in fee simple title to St. Charles Parish, the said River Place Drive and Brazan Street and within which streets the water, sewer, drainage and street light infrastructure lies and all of which improvements, as hereinabove described and, all as shown on the annexed plan by Stephen P. Flynn, PLS, dated November 13, 2020, to the public use, unto and in favor of the Parish of St. Charles, the inhabitants of the Parish of St. Charles, and to the public in general.

The said appear further declared unto me, Notary, that the aforesaid dedication and grant of servitude are subject to all of the following terms and conditions, to-wit:

1. The dedication of the fee ownership of the property covered by the streets identified hereinabove as River Place Drive and Brazan Street, only as far as said streets are located within the River Place Estates Phase 1.
2. The appearer does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the aforesaid dedication of River Place Drive and Brazan Street, and the utility and drainage servitudes granted herein. In that connection the appearer does however agree to prohibit the use of any part of the surface of any of the property covered by River Place Drive and Brazan Street and the servitudes

Exhibit B

Budget for St. Charles Parish Comprehensive Land Use Plan Update

The following is a not-to-exceed project budget based on the scope of services.

ST CHARLES COMPREHENSIVE LAND USE PLAN UPDATE		
	Task	Budget
1	Project Kickoff & Existing Conditions Analysis	\$15,000
1.1	Kickoff Meeting, Collect Data, Existing Plans, GIS	\$7,000
1.2	Tours & Stakeholder Interviews	\$8,000
2	Public Participation & Visioning	\$49,000
3	Scenario Development and Alternative Scenario Evaluation	\$41,000
3.1	Evaluate Existing Land Use and Constraints	\$12,000
3.2	Buildable Lands Analysis	\$10,000
3.3	Development of Alternative Scenarios	\$19,000
4	Vision and Comprehensive Plan Development	\$120,000
4.1	Vision for SCP and Executive Summary	\$24,000
4.2	Land Use, Housing & Community Character	\$31,000
4.3	Transportation & Mobility	\$25,000
4.4	Economic Development & Redevelopment	\$19,000
4.5	Infrastructure	\$16,000
4.6	Parks, Recreation & Cultural Resources	\$5,000
5	Implementation Strategies & Capital Improvements Plan	\$37,000
6	Assessment of Ordinance Amendments Required to Align with Plan	\$5,000
7	Plan Adoption	\$7,500
8	Final Deliverables	\$2,500
	Total	\$277,000

2020-0348

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

ORDINANCE NO. 21-1-4

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

WHEREAS, JCJR St. Charles, LLC is the owner and developer of property located in Sections 12 & 13, T-13-S & R-20-E, Hahnville as indicated on a Final Plat prepared by Stephen P. Flynn, PLS, dated November 13, 2020 entitled FINAL PLAN RIVER PLACE ESTATES PHASE 1; and,

WHEREAS, said subdivision has been constructed in accordance with the St. Charles Parish Subdivision Regulations of 1981, as amended; and,

WHEREAS, all required reviews and approvals for the subdivision are complete.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Dedication by JCJR St. Charles, LLC for River Place Estates Phase 1 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the Final Plat and Act of Dedication on behalf of St. Charles Parish.

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 11th day of January, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Michelle Dupontato

CLVD/PARISH PRESIDENT: January 11, 2021

APPROVED: [Signature] DISAPPROVED: _____

granted herein with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with the appearance's plan and intention to impose a restriction on the entire subdivision again any use of the surface of any lot for the exploration, development or production of minerals.

3. The herein dedication of the streets and grant of servitudes for utility and drainage purposes are made by the appearer without any warranty whatsoever, except as provided herein.
4. Appearer warrants that all servitudes and streets have been placed within the servitudes granted herein.
5. The Parish must bind and obligate itself not to use the property dedicated herein for street purposes in any manner which would be inconsistent with or detrimental to such use as public streets. The parish must further bind and obligate itself to use the utility and drainage servitudes granted herein only for utility and drainage purposes.
6. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the streets dedicated herein, and maintaining the various utility and drainage facilities within the various utility and drainage servitude areas.
7. The granted herein of various servitudes for utility and drainage purposes is not exclusive and the appearer reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grants. The aforesaid grants of servitude for utility and drainage purposes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the streets dedicated herein to any of the lots in the River Place Estates Phase 1.
8. The dedication and grant made herein are made subject to any existing servitudes affecting the River Place Estates Phase 1 such as by way of illustration but not limitation, pipeline servitudes and levees.
9. The herein dedication and grant shall inure to the benefit of St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
10. Appearer warrants that the herein dedication of the streets and grant of servitudes are free of any liens and/or encumbrances and that no lots in River Place Estates Phase 1 have been sold or alienated prior to the date hereof.

AND NOW, to these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing through Matthew Jewell, Parish President, duly authorized by virtue of Ordinance of said Parish adopted on 1-11-2021, a certified copy of which is annexed hereto and made a part hereof,

and said St. Charles parish does hereby accept, approve and ratify there herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of the streets in said subdivision dedicated herein has been satisfactorily completed in accordance with all requirements, and that all utility and drainage facilities in River Place Estates Phase 1 have been likewise satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept the said streets and utility and drainage facilities and assumes the maintenance thereof.

THUS DONE AND PASSED, in triplicate originals, in my office on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

Belinda Poik
Name: Belinda Poik

Yvonne L. Hebert
Name: Yvonne L. Hebert

JCJR ST. CHARLES, LLC

Joel T. Chaisson II
BY: JOEL T. CHAISSON II



JOSEPH B. ROCHELLE
NOTARY PUBLIC
BAR ROLL #32230
STATE OF LOUISIANA
My Commission is for Life

THUS DONE AND PASSED, in triplicate originals, in my office on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

Michelle Argente
Name: Michelle Argente

3
Name: 3

ST. CHARLES PARISH

Matthew Jewell
BY: MATTHEW JEWELL
PARISH PRESIDENT

Notary Public

Corey M. Oubre #28709
St. Charles Parish, LA
Commission is for Life

CERTIFICATE OF AUTHORITY FOR
JCJR ST. CHARLES, LLC

The undersigned, being the Manager and Sole Member of JCJR ST. CHARLES, LLC, (the "Company") and acting in such capacity, hereby certifies that:

JOEL T. CHAISSON II, is hereby appointed as the Agent for JCJR ST. CHARLES, LLC, and is authorized and empowered for and on behalf of this company to sign and execute any and all documents, notarial acts or other instruments regarding River Place Estates Phase 1 for JCJR ST. CHARLES, LLC, located in Hahnville, Louisiana, as he deems fit and proper.

BE IT FURTHER RESOLVED that the said Joel T. Chaisson II is hereby authorized to sign and execute on behalf of this company any and all documents, notarial acts, or other instruments in order to carry out the purpose of this Certificate of Authority; to do any and all other things as he, in his sole discretion, deems fit or proper to carry out this Certificate of Authority.

JCJR ST. CHARLES, LLC

Joel T. Chaisson II
By: JOEL T. CHAISSON II
Manager and Sole Member

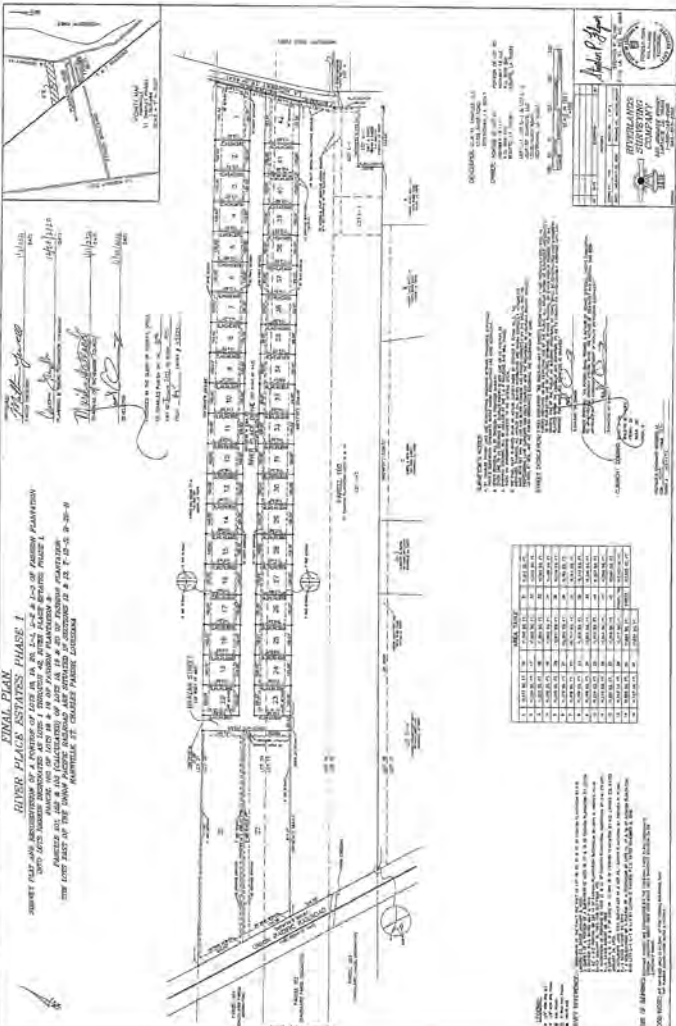
CERTIFICATE

The undersigned duly designated Certifying official does hereby certify that Joel T. Chaisson II is the Manager and Sole Member of JCJR ST. CHARLES, LLC, and that the foregoing Certificate of Authority has been duly adopted and approved by the Company.

JCJR ST. CHARLES, LLC

Joel T. Chaisson II
By: JOEL T. CHAISSON II
Certifying Official

Date: 12/21/20



2021-0004

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

RESOLUTION NO. 6533

A resolution supporting the application to the Louisiana Office of Community Development Local Government Assistance Program for FY 2020-2021 funding in the amount of \$58,800 for the St. Charles Parish Public Works Director's Office Restroom Renovation project, located at 101 River Oaks Drive in Destrehan.

WHEREAS, Louisiana Legislature House Bill 2, Act 2 allocated \$58,800 per parish for the Local Government Assistance Program for fiscal year 2020-2021; and,
WHEREAS, the St. Charles Parish Public Works Director's Office, an essential government building, is in need of restroom renovations to the interior of the building including plumbing and electrical work, which is an activity that is eligible for assistance under the program; and,
WHEREAS, the Parish Council's support for the application to have said project included in the Louisiana Office of Community Development Local Government Assistance Program is required,

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize this resolution in support of the application for the renovation of the St. Charles Parish Public Works Director's Office restrooms for the Louisiana Office of Community Development Local Government Assistance Program for FY 2020-2021.

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

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

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

And the resolution was declared adopted this 11th day of January, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Argente
SECRETARY: Michelle Argente
DLVD/PARISH PRESIDENT: January 12, 2021
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETO/SECRETARY: January 12, 2021
AT: 3:00pm RECD BY:

2021-0005

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

RESOLUTION NO. 6534

A resolution supporting the application for funding of the Water Meter Replacement Project through the Louisiana Office of Community Development's FY 2020-2021 Community Water Enrichment Fund.

WHEREAS, Louisiana Legislature House Bill 2, Act 2, allocated \$64,500 per parish for the Community Water Enrichment Fund for fiscal year 2020-2021; and,
WHEREAS, the 243 water meters throughout the Parish are need of replacement, which is an activity that is eligible for assistance under the program; and,
WHEREAS, the Parish President and the Department of Waterworks requests the Parish Council's support for the application to have this recommended improvement partially funded through the Louisiana Office of Community Development's FY 2020-2021 Community Water Enrichment Fund.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and support the application for funding of the Water Meter Replacement project through the Louisiana Office of Community Development's FY 2020-2021 Community Water Enrichment Fund.

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

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

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

And the resolution was declared adopted this 11th day of January, 2021, to become effective five (5) days after publication in the Official Journal.

