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Kelly Ford takes a photo at the Tennessee-North Carolina state line.

Luling hiker retires to tackle 2,193-mile trail

Monique Roth Editor
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He figured he would just try. Last October Kelly Ford headed to the Appalachian Trail for his very first backpacking trip.

"I was more into biking and it was just something different," the Luling resident said. "I just wanted to see what it was all about ... it's way more challenging and harder on the knees than biking."

Ford hiked 100 miles on that 2020 trip.

"I came to see what it was about and if I could handle it," he said.

When Ford realized he could more than just handle hiking - and that he was actually very interested in putting in more miles - he fast-tracked his retirement from Bayer to be able

HIKER on 6A

HHS gymnast captures 2 state titles



TURN to 8A

Track and field stars place at state meet



TURN to 9A

Approximately 30 new homes set for construction in new Hahnville subdivision

Ryan Arena Editor
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Construction is set to begin and sales are open to establish several new homes in the 101 lot River Road Estates subdivision, furthering the development of the newly established neighborhood in Hahnville.

The project, which was to originally be called Berkshire Estates, was approved for construction by the parish's Planning Commission in 2018. D.R. Horton is the construction company taking on the task. The subdivision is located between 16011 and



Rendering of planned River Road Estates home.

16061 River Road.

Horton's website notes the price of the new constructions starts at \$234,900 and the home plans will range between 1,300 **SUBDIVISION on 6A**

Now hiring

Parish businesses struggle to find employees

Monique Roth Editor
moniquer@heraldguide.com

Many local business owners say that while their businesses may be recovering from forced closures, mask mandates and other pandemic-related challenges, there is one key element to their organizations that they are lacking - employees.

"Like everyone else in the industry, we are **HIRING on 7A**



Monica Mustacchia, co-owner of Le PouLe Fou in Boutte, said that her restaurant would have been forced to close without a few dedicated employees and family that have helped out.

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Norco man provides stage for musicians, artists from his home

Ryan Arena Editor
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Dominique Lousteau’s voice lights up as he speaks about his lifelong love of music, but it falls somber when reflecting on the damage done to the local scene over the past year.

“I hate to see music die,” Lousteau said. “New Orleans used to be so well known for its music ... it’s just going away right now, and that’s terrible.”

COVID-19 set many artists back, restricting or outright eliminating their opportunities to perform on stage, earn a living and find their big break for much of the past year. But it’s all only emboldened Lousteau to double down on his passion – and to utilize his skills to provide a unique platform to those who share it.

He is a driving force behind Crescent City Gumbo, a daily show streamed via Facebook that promotes upcoming local musical and live entertainment shows, highlights artists’ works, interviews the performers and even regularly broadcasts live performances.

Those live broadcasts could be from a particular venue Lousteau is visiting on a particular day – or they could come from the garage and backyard of his Norco home, which for awhile represented one of the few landing spots available to put on a live show.

The show did not begin because of COVID – it actually began two years ago – but it was during that time Lousteau dove headfirst into the project. The disabled U.S. Army Veteran has made Crescent City Gumbo his full-time gig since October.

“This is what I do now,” he said. “I dedicate a lot of time to this.”

The sole intention of the show’s beginning, he said, is to raise awareness for local entertainment and art. It highlights several artforms, not just music, and part of the desire to launch the idea came from the fact many of his friends were artists in some form or another.

“It came from having the opportunity to see the world



Dominique Lousteau is a driving force behind Crescent City Gumbo, a daily show streamed on Facebook.

“Music is my biggest passion, with art a close second,”

— Dominique Lousteau

through a lot of different eyes and seeing so many people,” Lousteau said. “We started doing interviews at clubs, and then would bring it home,” Lousteau said of the show’s early days. “A friend of mine would cut it up and put it on YouTube ... that went OK for a little while, but then we saw how easy it was to go live on Facebook and we went down that avenue.”

Facebook provided the opportunity to grow an

audience faster, they found, and indeed the audience grew. Along with it, the show began to grow as well, and sponsors jumped aboard to advertise. His garage studio had very little equipment starting off, and now has a full PA system, lighting and sound board among other amenities.

“It’s still very low budget, but we’ve had awesome support. People have donated guitars that I’ve sold, raffled off to raise money for what I’m doing,” he said.

He opened up his garage for bands to play last year, when there were no other options, and the performers were able to make money via Venmo and Paypal – as well as garner exposure, perhaps the rarest commodity at the time. Lousteau does not charge any of the bands who appear on the show (for live performance or interviews alike) but makes a point to promote their Facebook and Instagram pages as well as their upcoming shows and projects.

“I started out working with people I knew, then I got to the point I’m meeting people for the first time in my front yard. They’d reach out to me and ask if they could come on the show, and drive over to my house,” Lousteau said. “The one thing I can guarantee is the bands who play in my studio will grow their popularity.”

It’s seemingly a natural fit for Lousteau, given his background. He grew up around musicians, starting with his father who played ukulele. Because most of his friends were musicians, he got involved in show production, running sound, lights and cables, and he also went on to become a professional emcee. These experiences helped shape good relationships with local venue and club owners as well as bands, and his network has only grown since the show began.

ARTISTS on 7A

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Crescent City Gumbo aims to raise awareness for local entertainment and art.

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Sheriff's Reports

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Arrests

- **Kelly Myles, 31**, of 802 Westend Drive in New Iberia, was arrested May 7 and charged with aggravated assault with a firearm and simple battery.
- **Emanuel Harris Jr., 49**, of 146 Pitt Road in Boutte, was arrested May 7 and charged with theft by shoplifting (four counts).
- **Shantel McDonald, 27**, of 1547 Burton St. In Jackson, Miss., was arrested May 9 and charged with illegal possession of stolen firearm, turning movements requiring signals, possession of alcohol in motor vehicle, no license plate, possession of drug paraphernalia, legend drug imprint and possession of marijuana.
- **Bijan Ebrahimpour, 28**, of 228 Gum Bayou Lane in Kenner, was arrested May 9 and charged with possession of drug paraphernalia and possession of Schedule III. He was a fugitive.
- **Stephen Castle, 35**, of 2029 Delaware Ave. in Kenner, was arrested May 8 and charged with suspended driver's license, possession of marijuana, careless operation and possession of suboxone.



Obituaries

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

O'Brien

DES ALLEMANDS – A Mass of Christian Burial will be conducted for Hilda Vicknair O'Brien, age 85, at 11:00 am on Saturday, May 15, 2021 at St. Gertrude Catholic Church in Des Allemands, LA. Fr. Ray A. Hymel will officiate. Interment will follow at the church mausoleum.

A gathering of family and friends will take place at Evangeline Funeral Home of New Iberia on Friday from 5:00 pm until 9:00 pm. A rosary will be prayed at 7:00 pm. The visitation will continue on Saturday at St. Gertrude Catholic Church in Des Allemands from 9:00 am until the service time.

A native of Killona, LA and resident of New Iberia, Mrs. O'Brien passed away on Sunday, May 9, 2021 at Iberia Medical Center.

Hilda was a loving mother, grandmother, and great grandmother who cherished her family deeply. She loved to dance and nothing could stop her from "cutting a rug" on a dance floor when the music started playing. Hilda was a talented seamstress, having learned to sew at an early age from



her mother. She will forever be remembered as a kind and loving woman by her family and all those who knew her.

She is survived by her daughters, Amanda Folse and Maxine Rhoads (Taddy); grandchildren, Zack Louviere, Aaron Louviere (Tabitha), Brodie Mouton (Adrin), Jordy Mouton, Jamie Flood, and Johanna Tregre; great grandchildren, Layla, Hunter, Trae, Olivia, Eli, Easton, Sawyer, and Aurora; step-daughter, Cynthia O'Brien Arthur; and step-grandchildren, Nicole Begnaud, Tiffany O'Brien, and Heath Arthur.

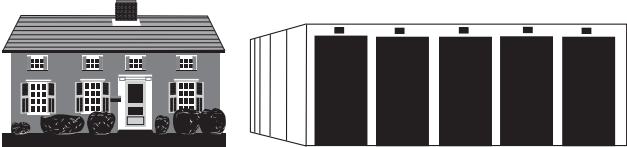
She is preceded in death by her first husband, Stanley P. Folse; second husband, Clarence O'Brien; daughters, Janet Leleaux and Elaine Tregre; parents, Otto Vicknair Sr. and Amanda Vicknair; siblings, Peggy Gautreaux, Ivy LeBlanc, Vivian Pitre, Otto Vicknair, Jr., and Remi Vicknair; and stepson, Orien O'Brien.

Pallbearers will be Zachary Louviere, Aaron Louviere, Brodie Mouton, Jordy Mouton, Floyd Flugence, and Hunter DuBois.

Honorary pallbearer will be Scotty McKenney. To view the on-line obituary and sign the guest register, please visit www.evangelinefuneralhome.com.

Evangeline Funeral Home of New Iberia is in charge of arrangements.

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HIKER from 1A

to spend more time backpacking.

“I was ready,” he said of retiring. “I feel like the past year with the pandemic really showed everybody that life is short and anything can happen ... go enjoy it while you can.”

On April 7 Ford headed back to the Appalachian Trail and started to hike it at the same point he ended hiking last fall. He is currently on track to finish the 2,193 mile trek in late September or early October.

“The trail goes through 14 states, and Virginia is the longest at 570 miles,” Ford said of his current location. “Virginia will be challenging. They call it the ‘Virginia blues.’ I’m trying to get to Maine ... I’m trying to do it all.”

Ford said it will take him a total of 5-6 weeks



to get through Virginia. He is utilizing hostels and campgrounds along the way.

“I’ll be really relieved when I make it through here because 25 percent of people quit in Virginia,” he said, adding one of his favorite parts of

hiking is the competition. “You’re competing against yourself.”

Ford’s passion for the sport of hiking has him planning several more adventures after he checks the Appalachian Trail off of his list.

“I’m going to head to New Zealand in December for three months ... that’s my retirement trip,” he said.

A major hiking goal Ford has his eyes on is completing the Triple Crown, which is often considered the pinnacle of the hiking world.

To complete the feat, a person must hike the Appalachian Trail, Pacific Crest and Continental Divide trails. The task typically takes at least three years, with five or six months dedicated to each trail.

“Once you’ve done the Triple Crown you’re a bad ass,” Ford said laughing.



Kelly Ford is on track to finish the 2,193 mile trek in late September or early October.

SUBDIVISION from 1A

and 2,100 square feet. Each home will have three to four bedrooms and two bathrooms, with some also including an office or study.

The company plans to fulfill the 101 homes in the neighborhood in phases, with a significant chunk of those set for this first wave. Horton began work on it in early May, breaking ground on some of the homes. Approximately 30 homes are planned for this phase, and those homes will be built regardless whether all are contracted. It’s estimated the homes will take approximately five months to build from the start of each construction.

Brandy Nichols of GL Realty said the influx of new homes is nothing but good news for those looking to buy in the area, and called it something that’s been needed.

“We have been needing new, affordable homes in St. Charles Parish for a



Rendering of planned home in new subdivision.

long time now,” Nichols said. “The real estate market is crazy right now and as soon as homes come on the market, there are bidding wars. That means more than likely, houses are going under contract for more than they are appraising for, and people are having to overpay for homes just to get one.”

She said that effect comes down to supply and demand, as it is driven by a national housing deficit and thus homes will continue to rise in value until more

homes are added to the equation.

“The U.S. housing market is 3.8 million single family homes short to meet the demands of our country, (so) builder’s coming into our area and providing homes for an affordable price is helping our housing deficit here in St. Charles Parish for sure,” Nichols said. “There are several neighborhoods going up throughout the parish and that should be a plus for both homebuyers and sellers.”

The plus point for sellers, she said, is because in order to sell a home, the ability to buy another is necessary more often than not.

“I have sellers that are afraid to sell their house right now because they don’t think they will be able to find a house for them to move into,” she said.

The D.R. Horton homes in River Road Estates are not currently listed on the MLS (Multiple Listing Service), but Nichols said the company is working

with buyer agents and the ball can get rolling on a purchase immediately.

“If you’re a buyer working with a realtor currently, just call your realtor and have them reach out to D.R. Horton,” said Nichols, who is not affiliated with D.R. Horton but has worked with the company many times as an independent agent. “I will say that I have sold several homes with DR Horton and they care about the quality of homes that are going up and are very easy to work with.”

In 2007-08, the project was initially planned by former New Orleans Saints football player Willie Whitehead Jr., but he lost it due to financial problems.

Whitehead said he lined up new investors, including another former Saints player, but the property ended up at a sheriff’s auction and sold to River Road Estates LLC of Metairie.



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Notice is hereby given pursuant to Article 7, Section 23(C) of the Louisiana Constitution and R.S. 47:1705(B) that a public hearing of Lafourche Basin Levee District in St. James Parish will be held at its regular meeting place located at 21380 Highway 20, Vacherie, LA on July 7, 2021, at 6:00 p.m. to consider levying additional or increased millage rates without further voter approval or adopting the adjusted millage rates after reassessment and rolling forward to rates not to exceed the prior year’s maximum. The estimated amount of tax revenues to be collected in the next year from the increased millage is \$4,640,560.06, and the amount of increase in taxes attributable to the millage increase is \$47,840.83.

HIRING from 1A

having trouble finding staff,” Ron St. Pierre, operating partner at Truck Farm Tavern in St. Rose, said. “We need more cooks, dishwashers, servers and bussers. We get a lot of applications when we post job openings, but the majority of those applicants don’t even show up for the interview ... they just want to check the box to continue receiving unemployment. Unfortunately, we will not see the employment numbers stabilize until people are no longer getting paid to stay home.”

Currently available until Sept. 6 are \$300-a-week federal unemployment payments, which are a reduced version of a \$600 weekly benefit authorized last March under the CARES Act to help the millions of workers thrown out of work amidst the coronavirus pandemic. These payments are additional to state benefits.

Several state governors have recently opted out of the additional federal benefits, citing that they are hoping to entice people back to work.

All benefits remain available to Louisiana residents.

Corey Faucheux, the St. Charles Parish director of economic development and tourism, said that his office has been

receiving a lot of feedback from local business owners about problems finding people to work.

“That is one of the most widely discussed issues impacting businesses of all sizes,” Faucheux said. “However, it is especially challenging for our smaller, locally-owned businesses and restaurateurs.”

Faucheux said the March 2021 parish unemployment rate was 6.6 percent, in contrast with 3.9 percent in March 2019.

“The estimated labor participation rate is down nearly 5 percent compared to 2019,” he said, adding pre-COVID the parish was experiencing historically low unemployment numbers. “Business activity has mostly recovered except for the hospitality industry - restaurants, hotels and tourist attractions – and the labor market.”

Kassie Griffith, who co-owns Southern HVAC, said she has been looking for employees for nearly a year.

“Currently it is very hard to even get somebody ... to even keep employees,” she said. “Now at this point you’re lucky if you can come in for an interview. We have lots of applicants but no interviewees ... they want top dollar pay.”

Griffith said in the summer months



Ron St. Pierre, operating partner at Truck Farm Tavern, said the restaurant needs cooks, dishwashers, servers and bussers.

her company needs more techs, and lately some new employees will last only a day.

“And then they’re gone,” she said. “A lot of people are in a better situation than what we are paying ... it’s making it harder for us to get employees.”

Monica Mustacchia, co-owner of Le PouLe Fou in Boutte, said finding new employees has been nearly impossible.

“We’ve had a few employees from the get-go who have stuck with us, and we have some family who work with us,” she said. “Without them we probably wouldn’t be open. We’ll try to get a cashier or a cook or a prep or dishwasher and either they only want a few hours or they don’t work out - or the biggest one - we don’t have any applicants.”

Mustacchia said the problem of the lack of employees has been compounded with booming business.

“Business has been better than ever and that’s the problem,” she said. “Before we had enough employees because business was just okay. It’s a blessing and a curse. We’re working ourselves to death as a family ... every place on Highway 90 has a hiring sign and we need employees.”

ARTISTS from 2A



Dominique Lousteau has raised money for Crescent City Gumbo by auctioning off items, such as guitars.

“Music is my biggest passion, with art a close second,” he said. “I’m used to the stage. I’m doing everything I can to promote everybody I can.”

Crescent City Gumbo also gets involved with fundraiser events, including a current partnership with the Gulf Coast Medal Alliance, who Lousteau called a big backer of the show. The fundraiser will benefit those suffering from multiple sclerosis. It’s a great example, Lousteau said, of an opportunity for musicians to help others and brighten their star at the same time.

“Musicians need places to play, and fundraisers and awareness rallies are a great place to do that,” he said.

Crescent City Gumbo hits

Facebook streams daily, Monday through Friday, from 6 a.m. to 7 a.m., where Lousteau speaks about upcoming events around the area. But the show could go live at any time, and he says when there’s an opportunity to feature a live performance, he’s taking it.

“When I can go see a live performance, we’ll always go live (on Facebook), at least for a song or two,” he said. “We’re not on so much on Sundays, but we’re on just about every day otherwise.”

“It’s been a great experience. My passion for it has only grown since it started. I think there are a lot of people just as passionate about this as I am, but don’t have the time or opportunity to do what I am, and I feel really lucky to have that chance.”

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Hahnville's Berggren captures two state crowns, is parish's first boys gymnastics champ

Junior earns two 1st, two 2nd place finishes

Ryan Arena Editor
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Albert Berggren's average day includes hours and hours of practice to hone his skills as a gymnast, all after a full day of school.

It's quite the grind – but Berggren is quite the athlete, and he's got the state championship hardware to prove it after an inspired performance at the LHSAA state gymnastics tournament at Baton Rouge Magnet.

The Hahnville junior captured two state championships, one in the parallel bars (12.300) and the other in the pommel horse (13.000), making him the first boys gymnastics state champion in both Hahnville High and St. Charles Parish history.

“Being the first to do it ... I'm proud of it ... if there are other men's gymnasts to join the team, it's something they can look at and maybe push themselves.” — Albert Berggren

He also earned second in the all-around competition (70.700, behind first place Evan Scully of Patrick Taylor), second in rings (12.500), as well as third, fourth and fifth place finishes in his other respective events.

“It felt really good, knowing how hard I work every day and earning that accomplishment,” said Berggren. “Being the first to do it in men's gymnastics at Hahnville, I'm proud of it ... if there are other men's gymnasts to join the team, it's something they can look at and maybe use to push themselves to work towards and get better.”

Berggren is more than just the first to win a state crown – he's the first male gymnast in the program's history, which began in 2016.

For Hahnville, it continues a tradition for its young gymnastics program, which has now boasted a state champion in at least one event in all five completed seasons in its existence – Kamryn Ryan captured girls state honors

for four consecutive seasons. Berggren will have a chance to push that number to six next year.

Berggren has been involved in gymnastics – almost literally – all his life.

“I started really young ... one or two. My brother and sister both did it before me,” said Berggren. “I started competing at five to six years old.”

The spoils of victory are only part of what drives him. Berggren said he enjoys the process, taxing as it is.

“Working out with my team is really the part I enjoy most,” he said. “Having something to do every day and work at ... it's helped me through some tough times.”

Berggren got his first taste of state competition in his freshman year, when he was one of three HHS competitors at the tournament in 2019, along with Ryan and Katie Kunkel. He hoped to make a return there in 2020, but COVID-19 put a premature end to the season.

“That was crushing,” Berggren said. “I was really working and hoping for it.”

He waited two years for the chance to joust for state glory again, and he didn't forget the lessons he learned as a freshman.

“I felt a lot stronger this time,” Berggren said. “I adapted to their equipment and I knew what to expect going in. It gave me more confidence in what I was doing to know what to expect as things went on ... I've been to a lot of big competitions out of school with my club gym, but the atmosphere is just different. Different warmup patterns, you're facing off with different people ... so the experience really helped.”



Albert Berggren with medals won at state championship meet.

Courtesy Photo

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Hahnville standouts earn top 3 finishes at state championship meet

Ryan Arena Editor
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The Hahnville girls track and field team placed eighth of the 28 competing teams at the Class 5A state track and field meet at LSU's Bernie Moore Stadium Saturday, highlighted by a pair of top three finishes by Alexandra Johnson and another by Kevell Byrd.

Byrd finished third in the 200 (24.36) and seventh in the girls 100 (11.99). Johnson took second in the 800 (2:18.14) and third in the 400 (56.65).

The team finish was a strong conclusion for one of the program's strongest rosters in years, which earned its first district championship in several seasons this year.

The 4x200 relay team (Kevell Byrd, Alexandra Johnson, Genesis Lee and Na'Chaye Holmes) finished sixth (1:42.33). The 4x400 relay team (Kevell Byrd, Genesis Lee, Alexandra Johnson,

Na'Chaye Holmes) took seventh (4:03.80). Mallory Whitaker finished sixth in the high jump (1.52). Kayla Lavin finished eighth in the pole vault (3.19).

For Destrehan, Enaya Kimble finished seventh in the shot put (10.28). Destrehan's 4x100 relay team took eighth (Kaylee Keller, Amiree Henderson, Ja'Leah Gibson and Breion Richard, 50.18) and the 4x200 team (Ja'Leah Gibson, Amiree Henderson, Sydney Hymel and Breion Richard) took ninth (1:48.66). Kaylee Keller finished ninth in the 100 hurdles (16.99).

On the boys side, Hahnville's Jerriek Lucas captured third in the 110 hurdles (14.63) and eighth in the 300 hurdles (41.68). Billy Davis finished fourth in the high jump (1.97). Cincere Simmons took fifth in the discus (40.89).

Destrehan's Eli Taffi finished sixth in the boys discus (39.21). Daniel Blood finished eighth in the triple jump (13.02).



Destrehan's Breion Richard competes in relay competition at the state meet.



Hahnville's Jerriek Lewis proudly holds medal he earned for top three finish in the 110 hurdles.

St. Charles Parish Fish Dat Rodeo

The St. Charles Parish Fish Dat Rodeo will be May 22 at the Bonnet Carre Spillway's lower guide levee boat launch (off Hwy. 61 on the Norco side). St. Charles Parish and area waters are starting from safe light to weigh-in times, which are 1 p.m., 2 p.m. and 3 p.m. Registration is \$5 for ages 12 and under and \$10 for 13 and under. Register online at scpparksandrec.com. All parish residents and legal Louisiana fishing licensed persons are eligible. For more info, contact the parish Parks and Recreation Department at (985) 783-5090.

Saints lean defense heavy in draft

It was an interesting haul for the Saints in last week's NFL Draft, and off-brand to fan expectations – which, I suppose, is rather on-brand when it comes to the past few years of New Orleans drafts.

It was a defense-heavy draft, and it's rather difficult to argue with the team's track record in terms of scouting and drafting that side of the ball since Jeff Ireland joined the team's front office. Of course, it is worth noting that the team did have a high-profile departure this offseason – Terry Fontenot left his post as the team's vice president of pro personnel to become general manager of the Atlanta Falcons (BOOOOO!) so time will tell if or how his loss will be felt.

The team drafted prospects it was linked to prior to draft day, but those selections each came a bit ahead of where analysts had mocked them – Payton Turner, for example, was a popular slot for the team in round two, whereas the



Ryan Arena

Saints took him in round one.

I don't put much stock into that, though – not once you get out of the first 20 picks or so. I put even less stock into pre-draft projections this season (and last), because the process is, well, jacked up for lack of a better term.

Turner's profile sounds a lot like Marcus Davenport, for better and for worse. Very big, very long, very projectable and potentially a force against both the run and the pass. Turner's red flags are injury-related, and also that he wasn't measuring himself against, say, SEC competition every week while at the University of Houston. But at pick 28, a potential difference-maker at defensive end is difficult to find fault with, and several teams took their own shots at finding one at the end of the first round.

End wasn't a target most fans had zeroed in on, but after losing Trey Hendrickson, it makes sense. Cameron Jordan is the heart and soul of the defense, but he's at the age where a decline could factor in. Davenport is a difference-maker when healthy, but he hasn't

been healthy enough so far. The Saints need help in the secondary, but I can promise you, if their ability to pressure the passer is compromised, the house of cards falls apart much faster.

With Werner, it sounds as if the Saints are getting a very athletic, coachable player who people think will have a role in the league for a long time. What that role will be is effectively where the debate comes in. He's a strong blitzter and stout against the run. He ran a strong time at his pro day and whether he will be a two or three down linebacker is the major question here (and perhaps the great determining factor as to whether he ends up being worth a second round selection).

Paulson Adebo, ultimately, could be the pick that makes or breaks this group as a class. The Saints dealt two picks to jump up to get him. He has a high-upside skill set, with the ideal combination of speed, size and length to translate his game to the pros. If the team needs him to be a difference-maker on day one, it could be an issue, though, as rookie

cornerbacks typically take time to adjust to the pros.

The Ian Book pick was not my favorite. As a rule, I don't love drafting quarterbacks in rounds 3 and 4, as the vast, vast majority tend to not work out historically. Book's arm strength for the pros has been questioned, though, as has his upside beyond being a quality backup.

The team's final two picks, of course, are long shots to make a huge difference as are all very late round picks, but the ones you do hit can go a long way in the salary cap era. Landon Young is an offensive tackle in the SEC, and there's never anything wrong with taking a shot on one of those. As for Kawaan Baker of South Alabama, he's a sleeper – he played with 12 different quarterbacks during his four years at the school, and Payton has had a pretty good track record at hand-picking less heralded slot receiver types, like Lance Moore and Willie Snead.



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2021 Run/Walk series kicks off Saturday

This is the first year that the Louisiana's River Parishes Tourist Commission will host a Run/Walk Series.

Monique Roth Lifestyles Editor
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The Louisiana's River Parishes Tourist Commission's 2021 Run/Walk Series will kick off Saturday with the Gator Run/Walk at West Bridge Park in Luling.

The series, which will consist of four races, is the collaborative effort of Buddy Boe, executive director of LARPTC, and Chuck George, race director and president of New Orleans Running Systems.

Boe said this is the first time the LARPTC is sponsoring a race series.

"We wanted to attract a new set of visitors to the region and highlight the outdoors of Louisiana's River Parishes," Boe said. "We hope this gives our residents another set of experiences throughout the region to enjoy where they live."

The series schedule includes Saturday's Gator 5k and Half Mile Run/Walk in Luling and the Gramercy Veterans Memorial Bridge 5k in Edgard on Aug. 28. Sept. 25's Riverside Oaks 5K in Convent and Nov. 20's Old Highway 51 Half-Marathon, 10 Mile and 5K in Manchac complete the series.

Participants who complete all four of the series' events will earn a custom finisher medallion.

The kick-off event this weekend features a 5k run and a half mile walk option on the River Levee jogging trail. Organizers said a percentage of the event's proceeds will benefit Boy Scout Troop No. 107.

There is a \$35 charge for registration on race day.

For more information about the Gator Run/Walk or the event series, or to register for each race, visit www.nolarunning.com.





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Bella Cortez at her first t-ball game.



Cousins Jacob, Beau, Jonah, Lynli and Luke got together on Mother's Day.



Harper Falcon at Stingray's Restaurant on Mother's Day.



Bobbi, Emily, Breelynn and Joseph.



Kason has fun taking his senior pictures.



Joseph Dugas.



The Peri family was blessed on Saturday with beautiful weather and lots of family time at Lafreniere Park.



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Emily hangs out at nanny's house on Mother's Day.



Lyndsey, Fallon, Glenda and Mark Jr. on Mother's Day.



Easton his ready for his t-ball game.



Bella Cortez helps bake her mom a cake on Mother's Day.



Dominic is all smiles at his cousin's baseball game.



Reese had a good fishing day.



Breelynn and Rayne with Coach Brittany.



Nicole celebrated her first Mother's Day with her newborn son Hayden.

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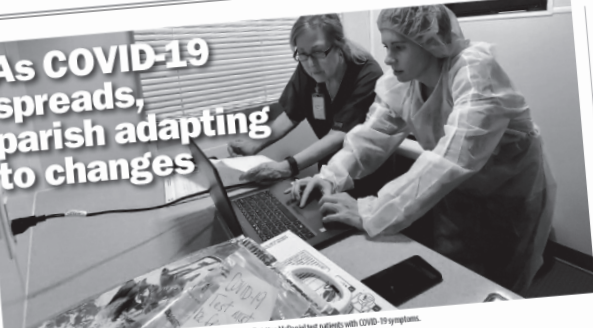
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SERVING ST. CHARLES PARISH SINCE 1873

As COVID-19 spreads, parish adapting to changes



Across Health Louisiana's Nurse Case Manager Peggy Barrios and Physician Assistant Christine McDaniels test patients with COVID-19 symptoms.

Ryan Arena Editor
ryanarena@heraldguide.com

The spread of COVID-19 has brought on a whirlwind of change nationwide, and that is no different in St. Charles Parish as local institutions continue to implement methods to protect the public.

There have been three positive cases of COVID-19 (coronavirus) reported by St. Charles Parish. The high number of cases just outside the parish have been the primary reason for area-wide concern.

Over 100 pounds lost, but more gained



TURN to 2A

Decorator accused of stealing \$36,000



TURN to 2A

COVID-19 on 6A

Small business owners feeling pandemic's effects



Monique Roth Editor
moniquer@heraldguide.com

As COVID-19 concerns plague the country into the unforeseeable future, small business owners in St. Charles Parish are already feeling the pandemic's effects.

"We have lost a lot of New Orleans convention orders due to the virus," Kristi Brocato, owner of The Basketry, said last week. "In the last two weeks, we have done many refunds and have taken apart several projects or have had to throw away projects that

The Basketry had installed standing hand sanitizers for customers, but owner Kristi Brocato eventually decided to temporarily close the shop's doors.

BUSINESSES on 8A

Local grocers try to keep up with non-stop demand



Monique Roth Editor
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"It's worse than Katrina ... ten times worse," Barry Majoria, of Majoria's Supermarket in Boutte, didn't mince words this week when he described the scene at his grocery store.

"There's been a crazy amount of business," he said. "We can't keep up and the shelves are bare."

Because of the coronavirus pandemic, Majoria said shipments of food and product coming into the store are getting delayed, and what he is getting in is selling extremely fast. As of now, he says the store will continue with normal hours and operations.

An influx of customers check out at Majoria's Supermarket Monday evening.

It's normal hours for now for Frank's Supermarket in Des Allemands as well, owner Tara Guidry said. She said the store's crowds have been heavier than

GROCERIES on 12A

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Public Notice

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

The St. Charles Parish, Zoning Board of Adjustment will meet on May 20, 2021 at 7:00 p.m. to hear:

NEW CASES:

2021 33 ZBA Troy Barrios for a flood elevation of -0.30 ft. NAVD where a Preliminary DFIRM AE +5 ft. NAVD also applies at **Lot 13A, Block B, Mitchell's Subdivision - 185 Mitchell Ln., Des Allemands**. Zoning District R-1A. Council District 4.

2021 34 ZBA Dana Frickey for a flood elevation of 1.08 ft. NAVD where a Preliminary DFIRM AE +5 ft. NAVD also applies at **487 Estay Ln., Paradis**. Zoning District R-1A(M). Council District 4.

2021 35 ZBA Warren Deville for a flood elevation of -1.80 ft. NAVD where a Preliminary DFIRM AE +6 ft. NAVD also applies at **304 Beau Place Blvd., Des Allemands**. Zoning District R-1A. Council District 4.

2021 36 ZBA Colby Mair & Alisha Simoneaux for a flood elevation of -3.8 ft. NAVD where a Preliminary DFIRM AE +6 ft. NAVD also applies at **102 Beau Place Blvd., Des Allemands**. Zoning District R-1A. Council District 4.

2021 37 ZBA Cayva & Baldi Mejia to reduce the required front yard at **301 Allie Ln., Luling**. Zoning District R-1A. Council District 7.

2021 38 ZBA Devin & Sarah Dufrene for a flood elevation of -1.26 ft. NAVD where a Preliminary DFIRM AE +6 ft. NAVD also applies at **144 Pleasant Valley Dr., Des Allemands**. Zoning District R-1A. Council District 4.

2021 39 ZBA Gene & Gloria Branford to reduce the required front yard at **108 Ormond Blvd, Destrehan**. Zoning District R-1B. Council District 3.

ALTERNATE DATE: 5/27/21
PUBLISH 5/6, 5/13, 5/20

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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, Design Engineering, Inc. located at 3330 W. Esplanade Avenue, Suite 205 Metairie, Louisiana 70002.

A payment of \$ 100.00 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.38:221(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on May 18, 2021 at 10:00 a.m. the St. Charles Parish Department of Public Works and Wastewater, **403 Milling Ave. Luling, Louisiana, 70070**. 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.

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Thursday, May 06, 2021
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Thursday, May 20, 2021

Public Notice

Public Notice

Notice is hereby given that Watson Court, L.P. is applying for an allocation of 4% tax credit provided by the Louisiana Housing Corporation and proposes to rehabilitate Watson Court, L.P., a \$32,138,582 +/- (\$14,920,000 debt - \$10,924,939 equity- \$6,293,643 deferred fee/ owner contribution), family rental complex consisting of 129 family units (4- Efficiency, 48- 1BRs, 40- 2 BRs, 34- 3BRs, 3- 4BRs) and 1 office/community facility, located on three different sites across St. Charles Parish: 200 Boutte Estates Drive, Boutte, LA 70039, 172 Norman Avenue, Des Allemands, LA 70030 and 200 Sunset Court, Hahnville, LA 70057. The development will offer support services tailored to the needs of large families, single family, and handicapped special needs. The business address for the partnership is P.O. Box 4086, Monroe, LA 71211.

Publish: May 13, 20 & 27, 2021

Public Notice

**ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, MAY 17, 2021, 6:00 P.M.,
COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:**

2021-0121 (5/3/21, Jewell, J. Diaz)

An ordinance to approve and authorize the execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 7, 2021 through July 15, 2021.

2021-0131 (5/3/21, Jewell, M. Bingham)

An ordinance to approve and authorize an Agreement between Eustis Engineering, LLC. and St Charles Parish for geotechnical services on the Ormond CN Railway Culverts (Parish Project Number P200801).

2021-0129 (5/3/21, Jewell)

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement between St. Charles Parish and P.A.C.E.

2021-0132 (5/3/21, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a contract with Byron E. Talbot Contractor, Inc., for the Fifth Street Drainage Improvements (Project No. P190506) in the amount of \$1,182,515.00.

2021-0133 (5/3/21, Jewell, M. Bingham)

An ordinance to approve and authorize the execution of a contract with Barriere Construction Co., LLC for the Maintenance Contract of Parish Project No. P210302 Asphalt Pavement Maintenance, with Bid in the amount of \$2,563,450.00.

2021-0134 (5/3/21, Dufrene)

An ordinance to rename undeveloped Cedar Lane in Boutte to Cedar Street.

PUBLISH: May 6, 13, 2021

Public Notice

NOTICE is hereby given pursuant to article IV, section 21 (D) (1) of the Louisiana Constitution, that on April 30, 2021, Entergy Louisiana, LLC ("ELL"), an electric public utility having facilities to provide retail electric service to residential, commercial, industrial, and governmental customers in fifty-eight Parishes of the State of Louisiana, filed with the Louisiana Public Service Commission ("LPSC") an Application ("Application") for recovery in rates of costs related to Hurricanes Laura, Delta, Zeta and Winter Storm Uri.

The Application requests the following: (1) find ELL's storm costs for Hurricanes Laura, Delta and Zeta of \$1.988 billion and Winter Storm Uri of \$60 million to be reasonable and necessary and approve their recovery from customers; (2) approve ELL's request for the reestablishment of a storm escrow account in an amount equal to that established after Hurricane Isaac, or \$290 million; (3) authorize ELL to recover carrying charges on the approved storm restoration costs from the date on which the storm restoration costs were incurred until the date that bonds are issued pursuant to a financing order or until the storm restoration costs are otherwise recovered; (4) specify and approve the manner in which the storm restoration costs will be functionalized and allocated to rate classes within ELL's retail jurisdiction; and (5) grant such other relief to which ELL may be entitled.

The Company's Application, including proposed changes to the rates and charges, may be viewed in the Office of the Louisiana Public Service Commission in Baton Rouge, Louisiana.

Entergy Louisiana, LLC

Publish: May 13, 2021

Public Notice

Public Notice

"I, James W. Marsh. , **DOC #92600**, have applied for clemency for my conviction of 2nd Degree murder. *If* you have any comments, contact the Board of Pardons (225)342-5421."

Publish: May 13, 20 & 27, 2021

**Legal notice deadline s every
Friday at 3pm for the following week**

legals@heraldguide.com

Public Notice

2020 Stryker Dump Trailer VIN# 7HXB1DD21LP008465

If this trailer is not claimed and all out-standing charges paid by the owner within 15 days, the trailer may be sold or dismantled.

Louie's Wrecker Service, Inc.
653 Magnolia Ridge Road
Boutte, La 70039

Publish: May 6 & 13, 2021

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **Gospel Festival on Saturday, May 29, 2021 and Sunday, May 30, 2021** at the West Bank Bridge Park 13825 River Rd., Luling La 70070 in the Parish of St. Charles.

The times of the festival are:

Saturday, May 29, 2021 and Sunday, May 30, 2021

Publish: May 13, & 20, 2021

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **Metal Monday Inaugural Ball** on Saturday, May 29th, 2021 at 12188 River Rd., St. Rose, la. 70087 in the Parish of St. Charles. Alcohol will be served at this event. The time of the event is:

Saturday, May 29, 2021 1:00pm - 11:00pm

Publish on: May 13 & 20, 2021

Public Notice

"Anyone with information as to the whereabouts of **Chance Coleman**, please contact Juanita R. Marino, Attorney 985-764-1193."

Publish: May 13, 2021

Public Notice

"Anyone with information as to the whereabouts of **Mandy Eiswirth**, please contact Juanita R. Marino, Attorney 985-764-1193."

Publish: May 13, 2021

Public Notice

"Anyone with information as to the whereabouts of **Gwen Morris** and/ or his/her heirs, successors or assigns, please contact Juanita R. Marino, Attorney 985-764-1193."

Publish: May 13 & 20, 2021

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **4th Annual First Responders Crawfish Boil Cook-Off** on Saturday, June 5, 2021 at 13001 River Rd., Luling, La. 70070 in the Parish of St. Charles. Alcohol will be served at this event. The times of the festival are:

Saturday, June 5, 2021 from 11:00am- 8:00pm

Publish on May 13 & 20, 2021

Public Notice

Holcim Dock Repairs

ADVERTISEMENT TO BID

Sealed bids and electronic bids for the construction of the following project will be received by the Port of South Louisiana, 171 Belle Terre Blvd., LaPlace, Louisiana, until 11:00 AM on June 15, 2021 at which time and place bids will be publicly opened and read aloud. No bids will be received after 11:00 AM. As a minimum, "ATTN: Paul Aucoin, Executive Director, SEALED BID for Globalplex Holcim Dock Repairs, *Contractor's Name & License #* " should appear on the outside of the sealed envelope. Bids can also be submitted at www.centralauctionhouse.com.

Holcim Dock Repairs	
LOCATED IN:	St. John the Baptist Parish
TYPE OF CONSTRUCTION:	Repairs to existing dock structure
CONSTRUCTION CLASSIFICATION:	Heavy Marine Construction
CONTRACTING AGENCY:	Port of South Louisiana 171 Belle Terre Blvd. LaPlace, Louisiana
PROPOSAL GUARANTY:	5% of the Amount of Bid Payable to Port of South Louisiana
ENGINEER:	Lanier & Associates Consulting Engineers, Inc.
TELEPHONE:	(504) 895-0368

The project is located at the Port of South Louisiana, Globalplex, in Reserve, Louisiana.

Plans and specifications may be seen at the Port of South Louisiana Office and Engineer's office. Plans may be obtained from the Engineer upon payment of \$30 (electronic copy) or \$200 (hard copy, 8.5"x11" and 11"x17") in certified check, company or cashier's check payable to the Engineer. In accordance with R.S. 38:2212 A(1)(e), deposits on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of the documents, deposits on any additional sets will be refunded less the actual costs of reproduction. Refunds will be made upon return of the documents if within ten days after receipt of bids. The payment for all sets of Bidding Documents furnished to subcontractors and suppliers will be non-refundable. Good condition is defined as free of all pencil, pen, highlighter and other marks, free of significant tears, and free of missing sheets or pages. Partial sets of Bidding Documents will not be issued. Bidding Documents will be shipped only if the requesting party makes all arrangements and assumes responsibility for all charges. An additional Twenty-five Dollars (\$25.00) will be charged for shipping and handling for Federal Express mailing.

A Mandatory Pre-Bid Conference and site visit will be held on June 2, 2021 at 10:00 a.m. at the Port of South Louisiana Guesthouse, 155 West 10th Street, Reserve, Louisiana. All prime Bidders are required to attend and all subcontractors, material suppliers, and other interested persons are strongly encouraged to attend this meeting as a condition of submitting bids. The purpose of the site visit is for all Bidders to familiarize themselves with the project conditions, location, limitations and existing site conditions.

Bids must be submitted on the forms provided by the Port of South Louisiana, must be prepared in accordance with Section 2 of the 2018 Edition of the Louisiana Department of Transportation and Development, Office Multimodal Commerce, General Provisions and must include all the information required by the bid form. Bid forms are available from the Engineer and will not be issued later than 24 hours prior to the time set for opening the bids. Each bid shall include a proposal guaranty in an amount not less than specified above.

Bidder shall certify that he is licensed under the provisions of LSA-R.S. 37:2150 et seq. and shall show his license number on the bid envelope. Except as otherwise provided in LSA-R.S. 37:2163, any bid that does not contain the contractor's certification and show the contractor's license number on the bid envelope shall automatically be rejected, shall be returned to the bidder stamped "Rejected" and shall not be read aloud. Any Bidder who submits a bid for a type of construction for which he is not properly licensed shall be acting in violation of LSA-R.S. 37:2163 and shall be subject to all provisions for violations and penalties thereof. Any interested person may object to the licensing classification of this public project in accordance with LSA-R.S. 37:2163 D. Any bid that does not require the Bidder to hold a license shall state the exemption on the bid envelope and shall be treated as a lawful bid for the purpose of LSA-R.S. 37:2163.

Bids will be received on a unit price bid basis.

The Port of South Louisiana reserves the right to: reject any and all Bids; waive any and all informalities not involving prices, references or product capabilities; and disregard all nonconforming and nonresponsive bids per Louisiana Public Bid Law.

La R.S. 38:2212 (5) Written evidence of the authority of the person signing the bid for public works shall be submitted at the time of bidding. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

- (a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
- (b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.
- (c) The legal entity has filed in the appropriate records of the secretary of state of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

The award of a contract, if awarded, will be made to the lowest qualified bidder whose proposal complies with all requirements prescribed within 45 calendar days after opening proposals. However, when the contract is to be financed by bonds which are required to be sold after receipts of bids, or when the contract is to be financed in whole or part by federal or other funds not available at the time bids are received, the time will not start until receipt of federal and/or state concurrence or concurrence of the other funding source. Award will be within 30 calendar days after the sale of bonds or receipt of concurrence in award from federal and/or state agency or other funding source. The successful bidder will be notified by letter mailed to the address shown in the proposal that the bidder is awarded the contract.

If a nonresident contractor bidding on public work in the State of Louisiana is domiciled in a state that provides a percentage preference in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same preference over contractors domiciled in the other state favoring contractors domiciled therein whenever the nonresident contractor bids on public work in Louisiana (LSA-R.S. 38:2225 B).

The contract will be awarded to the lowest responsible bidder without discrimination on grounds of race, color, sex or national origin. Disadvantaged businesses will be afforded full opportunity to submit bids.

The award of a contract for projects financed either partially or entirely with State bonds will be contingent on approval by the State Bond Commission. On projects involving federal funds the award of contract will also be contingent upon concurrence by the appropriate federal agency. On projects involving state funds the award of contract will also be contingent upon concurrence by the appropriate state agency.

The successful Bidder will be required to furnish a Performance Bond guaranteeing faithful performance and a Labor and Materials Payment Bond guaranteeing the payment of all bills and obligations arising from the performance of the contract.

Pursuant to LSA-R.S. 38:2215, the Owner and the low bidder may, by mutual agreement, extend the award by one or more 30 calendar day extensions.

A Notice to Proceed will be issued for the Project. All work is to commence within seven (7) consecutive calendar days after the issuance of the Owner's Notice to Proceed (Work Order).

The Work shall be substantially completed within one hundred and forty-seven (147) calendar days after the date when the Contract Time commences to run as provided in Paragraph 8.07 of the General Provisions, and fully completed in accordance with Paragraph 8.07 of the General Provisions within one hundred and sixty-one (161) calendar days after the date when the Contract Time commences to run.

Liquidated Damages shall be assessed for every day beyond the date of completion as established in section SP-3 of the Additional Special Provisions Section 00850 which supersedes the damages described in the General Provisions.

All employees must have U.S. Citizenship or legal authorization to work in the United States (E-Verify).

Port of South Louisiana
Paul Aucoin
Executive Director

ADV. DATES
May 13, 2021
May 20, 2021
May 27, 2021

Public Notice

OFFICIAL JOURNAL BID-2021-2022
ST. CHARLES PARISH SCHOOL BOARD

Please publish on May 13 and May 20, 2021.

The St. Charles Parish School Board will accept bids for OFFICIAL JOURNAL for one year beginning July 1, 2021. Bids should contain a firm rate schedule based on a column inch-13 picas wide. Proposals must be received in a sealed envelope with OFFICIAL JOURNAL BID on the outside by May 28, 2021, at the school board office at 13855 River Road, Luling, LA 70070. Bids will be opened and read aloud on May 28, 2021, at 2:00 p.m. at the School Board Office. This notice will be published on the following dates:
May 13, 2021
May 20, 2021

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

Publish: May 13 & 20, 2021

Public Notice

The names of the following persons were drawn to serve as Petit Jurors for Jury Number 3A, for the session of said Court beginning Monday, June 7, 2021 at 9:00 a.m. - Division "E".

- | | |
|---------------------------------|-------------------------------------|
| 1 ADAM, TREVOR MICHAEL | 101 KENNER, KYRSTEN MOLLIE |
| 2 ADAMS, KELLIE MARIE | 102 KREFFT, LAURIE GERVAIS |
| 3 AGURCIA, LEONIE M | 103 KRUPP, EMETT III |
| 4 ALLEMAND, NORBERT JOSEPH | 104 KUESTER, THOMAS A |
| 5 ANDERSON, MELINDA W | 105 LAMARTINIERE, DEANNE MARIE |
| 6 AUBERT, JEFFREY PAUL | 106 LANDRY, LORI PERES |
| 7 AUGUST, HARRY | 107 LANGFORD, JAN FLEMING |
| 8 BABIN, DAVID JOSEPH | 108 LAWRENCE, JAYCEE SAVANNAH |
| 9 BABIN, MARY SANDERS | 109 LEE, WILLIAM ANTOINE |
| 10 BAUDOUIN, RENE JOHN | 110 LEWIS, VIRGINIA H |
| 11 BERGERON, JOY T | 111 LUMAR, ROBERT |
| 12 BILLIOT, NOLAN JAMES | 112 MACLOUD, WILLIAM P |
| 13 BLACKLEDGE, SAGE LAUREL | 113 MADERE, ESSIE NELSON |
| 14 BORDELON, WILLIAM C | 114 MADERE, JAMIE RUTH EVERETT |
| 15 BORNE, JAMES PHILIP | 115 MADERE, SHAWN LAWRENCE |
| 16 BOYER, CHARLES R II | 116 MAGEE, SANDRA RENA |
| 17 BOYER, SEAN JOSEPH | 117 MALASOVICH, COURTNEY LYNN |
| 18 BRADY, MARK PATRICK | 118 MANCUSO, JOSEPH PETER |
| 19 BRINER, JEFFREY JOHN | 119 MARCHESE, JOSEPH ANTHONY |
| 20 BRUNO, VINCENT G | 120 MARKEY, KAMERON RHENEY |
| 21 BURKS, EDWARD | 121 MARTIN, ALLEN LOUIS |
| 22 CAILLOUET, WARNER JOSEPH JR | 122 MAYEUX, KEVIN MICHAEL |
| 23 CAMPO, SOPHIA MATASSA | 123 MCARTHUR, DANIEL CHARLES |
| 24 CANCEINNE, MARIA ANDRUS | 124 MCDONALD, STEFANIE LEIGH |
| 25 CATO, WYATT EARL | 125 MORRIS, MELVYN C |
| 26 CAUSEY, LAURA LUCILE | 126 NAQUIN, ROD JOSEPH |
| 27 CEFALI, DANIEL JOSEPH III | 127 NELSON, TERRI LYNNEL |
| 28 CELESTINE, SANDRA MARIE | 128 NEWSON, JAYCOB KYLE |
| 29 CHAISSON, EVE ANGELIQUE | 129 ORDOGNE, BARRY F |
| 30 CHAMPAGNE, KIM SABASTAIN | 130 PASTOR, JOHN WAYNE JR |
| 31 CHATMAN, HOSEA | 131 PATE, RICKY L JR |
| 32 COLLINS, THEODORE | 132 PAYTON, JUJUAN DONTÉ |
| 33 COOPER, REBECCA ZETSCH | 133 PAYTON, MABLEAN BENDER |
| 34 CORZO, NICHOLAS | 134 PEREZ-HERNANDEZ, STEPHANIE RENE |
| 35 COSS, TAYLOR JAYNE | 135 PERRIN, STANLEY H JR |
| 36 COX, CHRISTIE C | 136 PETIT, ERIN BLASH |
| 37 CREECY, GREGORY | 137 PIERCE, SANDRA BRINKLEY |
| 38 CUMMINGS, KATHERINE CLAIRE | 138 PIERRON, TOBY MICHAEL |
| 39 CUREAUX, SABLE MONET | 139 PITTMAN, GARRY R |
| 40 DALE, STEPHANIE MARIE | 140 POCHÉ, CRAIG MARTIN |
| 41 DEFRISCO, LOGAN ALEXANDER | 141 RAYMOND, BILLY NATHAN SR |
| 42 DEMATTEO, DEANNA LYNN | 142 REED, CHRISTINA CLAIR |
| 43 DIAMOND, ELIZABETH NICOLE | 143 REED, RUSSELL AVERILL |
| 44 DILLENKOFFER, DAREN JOHN | 144 ROBERT, MARJORY R |
| 45 DIMARCO, ALEX D | 145 ROBERT, MICHAEL C |
| 46 DOMINIQUE, MRS OLIVER | 146 ROBERT, TROY MICHAEL |
| 47 DOWNING, KEN HILLERY | 147 ROBINSON, TIFFANY MICHELE |
| 48 DUFRENE, ASHLEY RAY | 148 ROME, RAEGAN RENEE |
| 49 DUFRENE, SAMANTHA C | 149 ROMERO, CESAR A |
| 50 DUFRENE, SARAH ADAMS | 150 ROUSSEL, DENNIS LAWRENCE SR |
| 51 DUNN, SHAWN CHRISTOPHER | 151 ROY, ROBERT MICHAEL |
| 52 EDWARDS, GLYNIS ELIZABETH | 152 RUIZ, TEOGENES ALCANTARA |
| 53 EDWARDS, MELINDA WILLIAMS | 153 SANCHEZ, DAJA LYNN |
| 54 ERICKSEN, MATTHEW KEVIN | 154 SCHEXNAYDER, KEITH J |
| 55 ESPEY, NICOLE LAQUE | 155 SCHEXNAYDER, JAKE MICHAEL |
| 56 FARRIA, TROY | 156 SCHREIBER, GUY R |
| 57 FAUCHEUX, DAVID LYNN JR | 157 SEDACKI, ALAN |
| 58 FINNELL, RINA MURDEN | 158 SELLERS, WILBUR THOMAS |
| 59 FORD, AMBER DUTREIX | 159 SHEFCIK, DEBORAH MARY |
| 60 FORD, ROSANA GONZALEZ | 160 SIGRIST, JAMES SCOTT |
| 61 FOREST, MICHELLE ELIZABETH | 161 SINGLETON, KRISTEN |
| 62 FRANCOIS, MARGO BRANDY | 162 SIMON, CARRIE SMILEY |
| 63 FREMIN, EVAN MICHAEL | 163 SMITH, DELFINA AURORA |
| 64 FRICKEY, JESSY CHERRIE | 164 SMITH, JOSHUA STEVEN |
| 65 FRILOUX, PAULA CHIASSON | 165 SMITH, VICKI FREEMAN |
| 66 GIARDINA, CHARLOTTE GIARDINA | 166 SOULE, MARTHA BRUMFIELD |
| 67 GIBSON, CHRISTI FRAYCHINEAUD | 167 STEWARD, MARVELL LYNN |
| 68 GILL, WHITNEY | 168 STEWART, NATHANIEL JR |
| 69 GILTON, APRIL A | 169 STILLINGER, CARLA RICHARD |
| 70 GLAES, JAMES ALAN JR | 170 STPIERRE, ROGER J JR |
| 71 GORDON, BRAD ALLERY | 171 STUMBO, KRISTIN REBECCA |
| 72 GRAFFAGNINI, CHAUDELLE | 172 TALLMAN, JON PAUL |
| 73 GRANDSART, LAUREN ADELE | 173 TASTET, MARIE CARMOUCHE |
| 74 GREGORY, MELVIN | 174 TAYLOR, MICHAEL BRENNON |
| 75 GRESSE, DENISE AROMY | 175 TERESE, DEBORAH GAIL |
| 76 GRIFFIN, JOHN LLOYD | 176 TODESCO, JULIE BOULLION |
| 77 GRIFFIN, WILLIAM T JR | 177 TREGRE, CHERYL F |
| 78 GRUNTZ, ALEX JOSEPH | 178 TRICHE, ASHLEY WEAVER |
| 79 GUDAN, TYLER JOHN | 179 TROSCLAIR, CORY SCOTT |
| 80 GUJORY, BALIE MARIE | 180 TULLY, ROXANNE MEZZIC |
| 81 GUTIERREZ, KARA PETIT | 181 VALDEPENA, ALEXIS RUBY |
| 82 HAMILTON, ALEXANDER JAMES | 182 VERDE, NICOLE PERTUIT |
| 83 HAMILTON, MEREDITH MENDOZA | 183 VERNOR, SAMANTHA JANE |
| 84 HAMPTON, CHABREYA TYSHANNA | 184 VICKNAIR, TARA ELIZABETH |
| 85 HANSON, BONNIE MCNAMAMON | 185 VIOLA, JEAN C |
| 86 HARRIS, BETTY COOPER | 186 WALTERS, DENEENS FOLSE |
| 87 HELTZ, COURTNIÉ LYNN | 187 WETZEL, SCOTT W |
| 88 HOLLIS, PHILIP ANDREW SR | 188 WHITE, NIKITA NICOLE |
| 89 HORN, GARITH BRANDON | 189 WILKIE, ANDREA BARTHEL |
| 90 HOTARD, DEAN PATRICK | 190 WILLIAMS, RONALD FRED JR |
| 91 HUFFMAN, ASHLEY REBECCA | 191 WILLIAMS, TAKITTA LYCHELLE |
| 92 HULBERT, SHARDI LORRAINE | 192 WILLIAMS, TYRA SHAWANE |
| 93 HUNTER, DOROTHY MYLES | 193 WILRIGHT, ROSE HARRIS |
| 94 HYDE, RACHEL SONAIT | 194 WILSON, TERRELL DAVID |
| 95 JACKSON, JANELLE NICOLE | 195 WITMER, JACLYN NICOLE |
| 96 JACOB, VIJOY | 196 WOITHA, DONNA CARLINO |
| 97 JOHNSON, GABRIELLE ANDREA | 197 WOODS, ASHANTY NICOLE |
| 98 JOHNSON, KIVA KEMKA | 198 YOUNG, JULIUS JOSEPH |
| 99 JONES, KIRSTYN ALEA | 199 ZERINGUE, JO ANN A |
| 100 JOSEPH, ODESSA | 200 ZERINGUE, SHE MICHELLE |

Publish: May 13, 2021

Public Notice

PUBLIC MEETING NOTICE

The Metropolitan District Law Enforcement Planning and Action Commission (METLEC) Board will hold a public meeting on Tuesday, June 8, 2021 at 2:00 p.m. The meeting will be held in the Joseph S. Yenni Bldg., 1221 Elmwood Park Blvd., Council Chambers, 2nd Floor, Jefferson, LA 70123. The purpose of the meeting will be to approve the allocations for FY2020 Victims of Crime Act Program (VOCA) funds, allocations for FY2020 Title II Juvenile Justice & Delinquency Prevention (JJDP) Formula Grant Program funds, and any other business that comes before the board.

Due to current declarations, mandates, requirements, etc. concerning COVID 19, masks covering the mouth and nose shall be worn at all times while in the building.

In accordance with provisions of the American with Disabilities Act Amendments Act of 2008, as amended, Jefferson Parish shall not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you require auxiliary aids or devices, or other reasonable accommodation under the ADA Amendments Act, please submit your request to the ADA Coordinator at least forty-eight (48) hours in advance or as soon as practical. A seventy-two (72) hour advanced notice is required to request Certified ASL Interpreters. ADA Coordinator/Office of Citizens with Disabilities, 1221 Elmwood Park Blvd., Suite 403, Jefferson, LA 70123 (504) 736-6086, ADA@jettparish.net.
Publish: May 13, 2021

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF APRIL 19, 2021, 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

St. Charles Parish
Courthouse
11045 Highway 18
P.O. Box 302
Hahnville, LA 70057
805-733-5000
www.stcharlesparish-la.gov

Final

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

Monday, April 19, 2021 6:00 PM Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President Matthew Jewell, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Fatamone, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Darin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dusson, Public Works/Wastewater Director Miles Bingham, Wastewater Assistant Director David deGeneres, Senior Projects Manager Sam Scholle, Planning & Zoning Director Michael Albert, Grants Officer Carla Chasson, R.S.V.P. Director Jeannie Arable, Eric Zurcher, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Thomas Hines
Hope Church, Destrehan

APPROVAL OF MINUTES

A motion was made by Councilmember Donaldson, seconded by Councilmember Darenbourg Gordon, to approve the minutes from the regular meeting of April 5, 2021. The motion carried by the following vote:

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

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2021-0107

Proclamation: "National Day of Prayer"

Sponsors: Mr. Jewell

Read

2021-0108

Proclamation: "RSVP Volunteer Day in St. Charles Parish"

Sponsors: Mr. Jewell

Read

2021-0109

Proclamation: "Flood Risk Awareness Month in St. Charles Parish"

Sponsors: Ms. Fisher-Perrier

Councilwoman Fisher-Perrier spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

Read

2021-0110

Proclamation: "ALS Awareness Month in St. Charles Parish"

Sponsors: Ms. Bellock

Read

2021-0111

Swearing In: At Large, Division A Councilwoman-Elect Beth A. Billings

Judge Timothy S. Marcel, Division E, administered the Oath of Office to Ms. Beth A. Billings as Councilwoman-At-Large, Division A.

Sworn In

Chairman Bellock announced there will be a brief recess to allow Councilwoman Billings to take her new seat.

ATTENDANCE

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

2021-0112

In Recognition: Bobby Donaldson, Councilman-At-Large, Division A

Sponsors: Mr. Fisher

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2021-0113

Contract Monitor

Discussion: to defer Contract Monitor report until a later date

Report Deferred

2021-0114

Parish President Remarks/Report

Sponsors: Mr. Jewell

Public Works/Wastewater Director Miles Bingham spoke on the matter.
Senior Projects Manager Sam Scholle spoke on the matter.
Chairman Bellock spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BELLOCK AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, MAY 3, 2021, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2021-0103

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 10 - Garbage and Trash, Article II, Uniform Solid Waste Management System, Section 10-19, Scope of legislation. (2) Prohibited activities: (n), to clarify the trees resulting from land clearing and development activities.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on May 3, 2021

2021-0104

An ordinance to approve and authorize the execution of a Lease Agreement with Sacred Heart of Jesus Roman Catholic Church, Norco, Louisiana, and St. Charles Parish

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on May 3, 2021

2021-0116

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 19-10-4, which approved an agreement between Principal Engineering, Inc. and St. Charles Parish for engineering services to rehabilitate the Spillway Road (Parish Project Number P190902).

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on May 3, 2021

2021-0117

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 18-6-5 which approved a contract for Engineering Services with GSA Consulting Engineers for necessary professional

engineering services associated with Parish Project No. WWKS 96, East Bank C Plant Filter Upgrade.

Sponsors: Mr. Jewell and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on May 3, 2021

2021-0118

An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Appendix C, Subdivision Regulations of 1981, Section IV, Design standards, A. Streets, 3. Portland Cement Concrete Pavement: a. Concrete Thickness, and b. Concrete Mix Design, to increase minimum concrete thickness and to include fiber, rebar, or wire mesh.

Sponsors: Mr. Dufrene

Publish/Scheduled for Public Hearing to the Parish Council on May 3, 2021

2021-0119

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Section XXIV, - Fees to remove fee information for building permits and replace with current fees for land use applications.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on May 3, 2021

2021-0120

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to C-2 on Lot B-2, Block B Kellogg Subdivision, 112 Monsanto Avenue, Luling, as requested by Nabul Bros., LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on May 3, 2021

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2021-0097

An ordinance to approve and authorize the execution of an Agreement for Professional Services with GIS Engineering, LLC for providing all necessary services for a new Montz Pump Station (P210301).

Sponsors: 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: Billings, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 21-4-7

2021-0098

An ordinance approving and authorizing the execution of an Agreement for Professional Services with AIMS Group, Inc., to perform engineering services for an Ormond Oaks Channel Project (Project No. P210203).

Sponsors: Mr. Jewell and Department of Public Works

Chairman Bellock stated that Administration requested that File No. 2021-0098 introduced on April 5, 2021 be postponed indefinitely.

Public Hearing Requirements Not Satisfied

Councilwoman Fisher-Perrier asked Administration the reason to postpone indefinitely File No. 2021-0098 was requested.

Parish President Matthew Jewell stated that after the proposal was submitted and placed on the April 5, 2021 council meeting agenda, discrepancies were found with the dimensions of the canal and AIMS Group, Inc. was asked to modify their proposal.

A motion was made by Councilmember Gibbs, seconded by Councilmember Fonseca, to Postpone Indefinitely File No. 2021-0098. The motion carried by the following vote:

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

Nay: 0

Postponed Indefinitely

2021-0099

An ordinance to approve and authorize the execution of an Agreement for Professional Services with Hartman Engineering, Inc. for Conceptual Design for the relocation of five (5) sewer force mains at Cousins pump station, Project No. S210302; P210303.

Sponsors: Mr. Jewell and Department of Public Works

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

Public Hearing Requirements Satisfied

Council Discussion
Mr. deGeneres spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 21-4-8

2021-0100

An ordinance to approve and authorize the execution of an Act of Donation by, Esperanza Land LLC, to St. Charles Parish for a certain parcel of property situated on Deputy Jeff G. Watson Drive attached to the parking lot animal shelter.

Sponsors: Mr. Jewell and Department of Animal Control

Reported:
Animal Control Department Recommended: Approval
Executive Director Darin Duhe spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Duhe spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 21-4-9

RESOLUTIONS

2021-0101

A resolution requesting authorization for St. Charles Parish to accept the work as complete for the Ellington Pump Station, State Project No. H.13148, through the State of Louisiana Department of Transportation and Development (DOTD) under the Louisiana Statewide Flood Control Program.

Sponsors: Mr. Jewell, Department of Public Works and Grants Office

Reported:
Public Works Department Recommended: Approval
Grants Office Recommended: Approval
Grants Officer Carla Chasson spoke on the matter.

Public comment opened; no public comment

Council Discussion
Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6555

2021-0102

A resolution approving and authorizing the Parish President to submit an application for grant funds from the Louisiana Community Development Block Grant - Coronavirus (LCDBG-CV) HVAC Improvements Program to complete HVAC improvements for eligible publicly-owned facilities within the Parish; and certifying that the Parish will utilize its own full-time permanent Grants Office staff for the purpose of administering this LCDBG-CV program, if funded.

Sponsors: Mr. Jewell and Grants Office

Reported:
Grants Office Recommended: Approval

	Public comment opened: no public comment
	VOTE ON THE PROPOSED RESOLUTION
Yea:	9 - Billings, Fonseca, Darenisbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay:	0
	Enactment No: 6556
2021-0115	
	A resolution strongly opposing Senate Bill No. 225, a measure that seeks to create and establish the Southeast Louisiana Taxing District and authorizes the levy of a sales and use tax to reimburse the state for the costs associated with the Hurricane and Storm Damage Risk Reduction System (HSDRRS) infrastructure improvements.
Securers:	Ms. Fisher-Perrier, Ms. Billings, Ms. Fonseca, Ms. Darenisbourg Gordon, Ms. Clulee, Mr. Gibbs, Mr. Dufrene, Ms. Bellock, Mr. Fisher and Mr. Jewell
	Public comment opened on the deviation; no public comment
	A motion was made by Councilmember Fisher, seconded by Councilmember Darenisbourg Gordon, to deviate from the regular order of the agenda to take up File No. 2021-0115; a matter not on the agenda. The motion carried by the following vote:
Yea:	9 - Billings, Fonseca, Darenisbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay:	0
	Deviated
	Reported: Councilwoman Fisher-Perrier Recommended: Approval Councilwoman Billings Recommended: Approval Councilwoman Fonseca Recommended: Approval Councilwoman Darenisbourg Gordon Recommended: Approval Councilwoman Clulee Recommended: Approval Councilman Gibbs Recommended: Approval Councilman Dufrene Recommended: Approval Councilman Bellock Recommended: Approval Councilman Fisher Recommended: Approval Parish President Recommended: Approval Councilwoman Fisher-Perrier spoke on the matter and requested that the resolution also be forwarded to Jefferson Parish, Orleans Parish, Plaquemines Parish, and St. Bernard Parish.
	Public comment opened: no public comment
	VOTE ON THE PROPOSED RESOLUTION
Yea:	9 - Billings, Fonseca, Darenisbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay:	0
	Enactment No: 6557
	A motion was made by Councilmember Fisher, seconded by Councilmember Fisher-Perrier, to return to the regular order of the agenda. The motion carried by the following vote:
Yea:	9 - Billings, Fonseca, Darenisbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay:	0
	Returned
APPOINTMENTS	
2021-0105	
	A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District II Representative.
	Vacancy Announced
2021-0106	
	A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District III Representative.
	Vacancy Announced
ADJOURNMENT	
	A motion was made by Councilmember Dufrene, seconded by Councilmember Fisher, to adjourn the meeting at approximately 7:14 pm. The motion carried by the following vote:
Yea:	9 - Billings, Fonseca, Darenisbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay:	0
	I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.
	Michelle Impastato Council Secretary

Publish: May 13, 2021

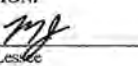
	Public Notice		
	THE FOLLOWING ORDINANCES AND RESOLUTION ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, MAY 3, 2021, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW AT THE PARISH COUNCIL OFFICE, COURTHOUSE, HAHNVILLE.		
2021-0120			
	INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)		
ORDINANCE NO. 21-5-1			
	An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to C-2 on Lot B-2, Block B Kellogg Subdivision, 112 Monsanto Avenue, Luling, as requested by Nabut Bros., LLC.		
WHEREAS,	the property owner requests rezoning from R-1A to C-2 on Lot B-2, Kellogg Subdivision, 112 Monsanto Avenue, Luling, as requested by Nabut Bros., LLC; and,		
WHEREAS,	the Planning and Zoning Department recommended approval of the request; and,		
WHEREAS,	the Planning and Zoning Commission recommended approval of the request at its regular meeting of April 8, 2021.		
	THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:		
	SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A to C-2 on Lot B-2, Kellogg Subdivision, 112 Monsanto Avenue, Luling, as requested by Nabut Bros., LLC.		
	SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A to C-2 on Lot B-2, Block B, Kellogg Subdivision, 112 Monsanto Avenue, Luling, as requested by Nabut Bros., LLC.		
	The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:		
YEAS:	BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER		
NAYS:	NONE		
ABSENT:	FISHER-PERRIER		
	And the ordinance was declared adopted this 3rd day of May, 2021 to become effective five (5) days after publication in the Official Journal.		
	Marilyn Bellock CHAIRMAN: Michelle Impastato SECRETARY: May 4, 2021 DLVD/PARISH PRESIDENT: APPROVED: DISAPPROVED: <tr><td></td><td> Matthew Jewell PARISH PRESIDENT: May 5, 2021 RETD/SECRETARY: 11:30 am AT: RECD BY: </td></tr>		Matthew Jewell PARISH PRESIDENT: May 5, 2021 RETD/SECRETARY: 11:30 am AT: RECD BY:
	Matthew Jewell PARISH PRESIDENT: May 5, 2021 RETD/SECRETARY: 11:30 am AT: RECD BY:		

	activities: (n), to clarify the trees resulting from land clearing and development activities.		
WHEREAS,	the St. Charles Parish Code of Ordinance Chapter 10 - Garbage and Trash, Article II. Uniform Solid Waste Management System, Section 10-19. Scope of legislation. (2) Prohibited activities: (n) already prohibits the burial of trees without a permit from Planning and Zoning; and,		
WHEREAS,	the St. Charles Parish Planning and Zoning Department wishes to clarify what this statement means.		
	THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:		
	SECTION I. That the St. Charles Parish Code of Ordinances, Chapter 10 - Garbage and Trash, Article II Uniform Solid Waste Management System, Section 10-19. Scope of legislation. (2) Prohibited activities: (n), be hereby amended with new text <u>underlined</u> and deleted text in strikethrough:		
	n. It shall be unlawful to bury trees, stumps, or chipped wood waste material without a permit <u>written permission</u> from the Department of Planning and Zoning <u>subject to environmental, drainage, and engineering review</u> . <u>Written permission may be requested at the time of permitting the development activity on a site, prior to any tree burial. This provision does not replace or negate the requirements of other local state or federal regulations which may apply to the burial of trees or clearing/filling activities.</u>		
	The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:		
YEAS:	BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER		
NAYS:	NONE		
ABSENT:	FISHER-PERRIER		
	And the ordinance was declared adopted this 3rd day of May, 2021, to become effective five (5) days after publication in the Official Journal.		
	Marilyn Bellock CHAIRMAN: Michelle Impastato SECRETARY: May 4, 2021 DLVD/PARISH PRESIDENT: APPROVED: DISAPPROVED: <tr><td></td><td> Matthew Jewell PARISH PRESIDENT: May 5, 2021 RETD/SECRETARY: 11:30 am AT: RECD BY: </td></tr>		Matthew Jewell PARISH PRESIDENT: May 5, 2021 RETD/SECRETARY: 11:30 am AT: RECD BY:
	Matthew Jewell PARISH PRESIDENT: May 5, 2021 RETD/SECRETARY: 11:30 am AT: RECD BY:		

2021-0104			
	INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PARKS & RECREATION)		
ORDINANCE NO. 21-5-3			
	An ordinance to approve and authorize the execution of a Lease Agreement with Sacred Heart of Jesus Roman Catholic Church, Norco, Louisiana, and St. Charles Parish.		
WHEREAS,	the Parish seeks to use the property, which is the subject of the lease, to house certain parish agencies and entities including St. Charles Parish County Agent's Office; for additional storage; and for recreational uses; and,		
WHEREAS,	the initial term of the lease is 5 years with the renewal to be two optional 5-year periods.		
	THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:		
	SECTION I. That the lease between Sacred Heart of Jesus Roman Catholic Church, Norco, Louisiana, and St. Charles Parish to house certain Parish agencies and entities including St. Charles Parish County Agent's Office; for additional storage; and for recreational uses is hereby approved and accepted.		
	SECTION II. That the Parish President is hereby authorized to execute said Lease on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to this Lease.		
	The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:		
YEAS:	BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER		
NAYS:	NONE		
ABSENT:	FISHER-PERRIER		
	And the ordinance was declared adopted this 3rd day of May, 2021, to become effective five (5) days after publication in the Official Journal.		
	Marilyn Bellock CHAIRMAN: Michelle Impastato SECRETARY: May 4, 2021 DLVD/PARISH PRESIDENT: APPROVED: DISAPPROVED: <tr><td></td><td> Matthew Jewell PARISH PRESIDENT: May 5, 2021 RETD/SECRETARY: 11:30 am AT: RECD BY: </td></tr>		Matthew Jewell PARISH PRESIDENT: May 5, 2021 RETD/SECRETARY: 11:30 am AT: RECD BY:
	Matthew Jewell PARISH PRESIDENT: May 5, 2021 RETD/SECRETARY: 11:30 am AT: RECD BY:		

	LEASE AGREEMENT
1)	PARTIES. SACRED HEART OF JESUS ROMAN CATHOLIC CHURCH, NORCO, LOUISIANA, a Louisiana non-profit corporation, herein represented by Rev. Edmund Akordor, its Pastor and Secretary/Treasurer, duly authorized ("Lessor"), hereby leases the Leased Premises, as defined in Section 2 below, to ST. CHARLES PARISH, a political subdivision of the State of Louisiana operating under a home rule charter pursuant to Article VI, Section 5, of the Louisiana Constitution of 1974, herein represented by its Parish President, Matthew Jewel, duly authorized by the Parish Counsel ("Lessee").
2)	LEASED PREMISES. The Leased Premises ("Leased Premises") consists of certain portions of land situated in St Charles Parish, Louisiana, being designated as Lots 518-528, and a portion of Lot 516, Block 12, Highland Park Subdivision, Unit No. 1, as well as a portion of the adjoining 7.27 acre tract in Section 5, T12S - R8E St. Charles Parish (the "Land"), Louisiana together with certain constructions and improvements thereon more specifically designated below, the Leased Premises more specifically includes and is limited by the following particulars: A. Lessee is entitled to use of the following designated portions of the buildings, constructions and improvements presently situated upon the Land: use of the two ballfield areas, use of the Gymnasium building with the use of the Classroom #1 Building, and use of the Administration/Classrooms Building, with the exception of the school office area of the Administration/Classrooms Building, total building area consisting of approximately 19,000 square feet as more particularly shown on Exhibit "A" attached hereto and incorporated herein by this reference - also to include parking areas in front of the school and Gymnasium and one-half (1/2) of the church parking area - less and except those areas subject to shared use by and between Lessee and Lessor as set forth in Section (c) hereinbelow, and any other areas of Lessor's property that Lessor may agree to allow Lessee to use from time-to-time in Lessor's sole discretion (hereinafter collectively the "Improvements"); and B. Lessee is also be entitled to use of any and all easements, servitudes and other contractual arrangements affording means of ingress and egress to the Land and use of such other property of Lessor as is reasonably necessary for ingress and egress to and from the Improvements, including entrance and exit corridors, restrooms, hallways, sidewalks, and exterior areas adjacent to the Improvements (the "Access Rights"); C. Lessee and Lessor agree that each shall be entitled to shared use of certain areas of the Land and Improvements as follows: 1. Lessor shall be entitled to shared use of the entire parking lot and adjacent areas for religious education on Monday evenings during the the full Term of the Lease; 2. Lessor shall be entitled to shared use of the gymnasium and all parking areas adjacent to the Improvements for specified church events with proper advance notice to Lessee of seventy-two (72) hours 3. Lessor retains use of the Classroom Building #'s 2 and 3, and Cafeteria and necessary ingress and egress, until such time as any agreement is reached and memorialized in an amendment hereto between the parties for additional use of any of the foregoing areas; 4. Lessor retains exclusive use of the Youth Center, Church and Rectory throughout the full term of this Lease; and 5. Lessor retains exclusive use of one-half (1/2) of the parking areas fronting Spruce Street throughout the full Term of the Lease. 3) TERM. The Lease shall commence at 12:00 AM on May 1, 2021 and end at 11:59 PM on April 30, 2026 (hereinafter the "Lease Term" or simply "Term"). Notwithstanding the foregoing, Lessee shall be permitted to enter the Leased Premises prior to commencement of the Lease Term for the limited purpose of moving its personal property into the Leased Premises ("Early Entry"), provided that Lessor has the right to immediately modify or terminate any Early Entry rights with or without cause by providing written or verbal notice to Lessee. Except for the payment of rent, which shall commence as set forth in Section 6 hereinbelow, all other terms conditions and obligations of Lessee shall apply during Early Entry. 4) RENEWAL OPTION. Lessor hereby grants to Lessee the right to renew the term of this

- Lease for two (2) additional separate; but immediately consecutive five (5) year periods, subject to all of the same terms and conditions contained herein.
- 5) **HOLDING OVER.** If Lessee remains on the Leased Premises beyond the expiration or earlier termination of the Lease Term, such holding over in itself shall not constitute a renewal or extension of this Lease, but such holding over shall be on a month-to-month basis upon the same terms and conditions then in effect, except Rent shall be equal to one hundred ten (110%) percent of any then-current Rent at such expiration or earlier termination. The month-to-month tenancy may be terminated at any time by either party by that party giving thirty (30) days' written notice to the other party of the intent to terminate the tenancy.
- 6) **CONSIDERATION.** This Lease is made in consideration of the obligations assumed by Lessee herein and in further consideration of a monthly rental as follows:
- Rent from May 1, 2021 - April 30, 2022, shall be \$4,000.00 per month; The rent for the first month of the initial term shall be decreased at the pro-rated amount of \$133.33 per day should the lease not commence on May 1, 2021.
 - Rent from May 1, 2022 - April 30, 2023, shall be \$4,200.00 per month;
 - Rent from May 1, 2023 - April 30, 2024, shall be \$4,400.00 per month;
 - Rent from May 1, 2024 - April 30, 2025, shall be \$4,500.00 per month;
 - Rent from May 1, 2025 - April 30, 2026, shall be \$4,600.00 per month;
 - Rent for the second five-year term to be mutually agreed upon by the parties at the time of renewal. In the event the parties cannot agree on an adjusted annual rent for any or no reason, this Lease shall be terminated effective upon thirty (30) days advance written notice by either party to the other party.
 - All Improvements upon the Leased Premises are to be maintained by Lessee at its cost, pursuant to the terms of this Lease.
- The foregoing is, hereinafter, the "**Rent**". All Rent shall be paid on or before the first (1st) day of each month to Sacred Heart of Jesus Roman Catholic Church, Attn: Pastor, 401 Spruce Street, Norco, LA 70079.
- 7) **DEPOSIT.** Lessee and Lessor acknowledge that Lessor will not collect or hold any deposit from Lessee prior to the commencement of the Term of this Lease. However, in the event of any default by Lessee, as a condition, and in addition to, any cure obligations set forth in this Lease, Lessor may also require Lessee to deposit with Lessor a sum equal to the average over the full Lease Term of one (1) month's rent, which will be held to secure Lessee's future performance of all terms, conditions, and obligations of Lessee.
- 8) **USE OF THE LEASED PREMISES.**
- A. **Permitted Use.** The Leased Premises shall be used for the St. Charles Parish uses only, which are anticipated to be as set forth on the Exhibit "B" attached hereto and incorporated herein (the "**Permitted Use**"), but for no other purpose without the prior written consent of Lessor, which consent shall be in Lessor's sole discretion.
- B. **Prohibited Uses.** Notwithstanding anything in this Lease to the contrary, the Leased Premises shall not be used by Lessee, or permitted by Lessee to be used, in a manner that creates a nuisance, nor for any purpose that violates any statute, article, rule, regulation, ordinance, judicial or administrative order or decision, or other legally enforceable doctrine of any federal, state, regional, municipal, parish or other level of government or any order of any governing authority having application in any manner to the Leased Premises or to Lessee's use thereof or to this Lease or any matter described herein ("**Applicable Law**"), whether any violation of Applicable Law is by Lessee or any guest(s) or invitee(s). Lessee further covenants and agrees, as an essential element of the consideration of this Lease, that no part of the Leased Premises will be used by Lessee, its members, employees, agents, students, guests and/or invitees, or any other persons permitted use of the Leased Premises by Lessee at any time, for any purpose that violates any of Lessor's then-current policies as communicated to Lessee from time-to-time and/or violates or contradicts the teachings and beliefs of The Roman Catholic Church, including but not limited to the following specific uses: 1) a counseling service which includes as part of its options and/or recommendations to clients the consideration of abortion as an alternative to carrying a pregnancy through birth; or 2) an organization that advocates, in any manner, abortion or right of free choice of an individual to elect abortion, the determination of which uses violate these prohibitions will be made by Lessor in its sole discretion. Violation of any prohibited use set forth in this Section (8)B shall result in Lessee being in default of the terms of this Lease, reserving unto Lessor the right to terminate this Lease effective immediately upon notice to Lessee.
- C. **Staff:** Lessee shall at all times during the Lease Term provide, at its sole cost and expense, sufficient and properly trained staff capable of adequately supervising all uses of the Leased Premises. Lessee shall retain exclusive control over its employees, volunteers, and agents. Employees of Lessee are not intended to be employees of Lessor under the meaning or application of any federal, state, or local unemployment insurance laws, social security law, or any workers' compensation law, labor law, or otherwise. Neither Lessor nor Lessee shall represent itself as an agent or partner or joint venturer of the other. Neither Lessor nor Lessee shall have any authority to bind the other party in any respect or to enter into contracts or agreements on behalf of the other party.
- D. **Security.** At all times during the Term of this Lease Lessee agrees to and shall provide, at its sole cost and expense, proper and adequate security for its members, employees, agents, students, guests and invitees and for the Leased Premises, at all times taking into account all relevant circumstances.
- 9) **CONDITION, REPAIR, MAINTENANCE, AND UPKEEP.**
- Lessee acknowledges that it has made an inspection of the Leased Premises, finds the same suitable for its intended purpose, and accepts the Leased Premises in its present "AS-IS" condition. Lessor does not warrant that the Leased Premises are free of defects or any other hazards, and Lessor further does not warrant that the Leased Premises are in compliance with federal, state, or local codes for health, safety, or accessibility including, but not limited to, the requirements as set forth by the Life Safety Code, the Fire Marshal, any health code, the Department of Environmental Protection, the State Board of Elementary and Secondary Education, and any other Applicable Law, and a material element of the consideration for Lessor having entered into this Lease, Lessee agrees to and shall comply at its own expense with any foregoing pertaining to its use of the Leased Premises. Additionally, Lessee is responsible for compliance with Applicable Laws pertaining to the existence of asbestos containing materials upon the Leased Premises. Lessor agrees to provide Lessee an Asbestos Hazard Emergency Response Act (AHERA)-compliant asbestos management plan for the Leased Premises, upon request.
- Lessee will at its sole expense keep and maintain in good repair the entire Leased Premises including, without limitation, interior walls, floors, ceilings, wiring, lighting, above-surfaced and/or above-slab plumbing and HVAC such that the Leased Premises are maintained in the same or substantially the same condition as they exist as of the commencement of the Lease Term. Lessor shall not be responsible for any repair or maintenance of any nature to the Leased Premises except for necessary repairs to the roof, but only to the extent total roof repairs or replacements exceed \$15,000.00 per year in aggregate for the entire Leased Premises, foundation, and structural elements of interior and exterior walls (not including doors, floors or stairs), and sub-surface and sub-plumbing. Notwithstanding the foregoing, Lessor shall not be obliged to make any repair unless it has been notified in writing by the Lessee of the need of such repair and shall have had a reasonable period of time to make such repair. Further, Lessor shall not be responsible for any repair it would otherwise be required to make pursuant to this section that are caused by the act(s) or negligence of Lessee or its members, employees, agents, students, guests and/or invitees, or any other persons permitted use of the Leased Premises by Lessee at any time, and Lessee hereby assumes the obligation for any such repairs. Lessor shall not be liable for any damage or loss resulting from leaks, stoppage of water, sewer or drains or any other defects in the Leased Premises. Lessor, its employees, agents, and/or contractors shall have the right to enter the Leased Premises at any reasonable time for the purpose of making any repairs it is obligated to pursuant to the terms set forth herein or for any repairs necessary for preservation of the Leased Premises.
- 10) **UTILITIES, ALARM MONITORING, GROUNDS UPKEEP AND JANITORIAL SERVICES.** Throughout the Term of this Lease Lessee shall maintain, and will be responsible for the full cost of, any and all necessary utilities to the Leased Premises including water, sewerage, gas, and electric current. If Lessee requires installation of any other utilities, including but not limited to internet, cable, or telephone service, Lessee shall be responsible for the cost thereof. Lessee shall be responsible for maintaining alarm and fire monitoring and to regularly maintain the grounds, including grass, shrubs and trees. Custodial service and supplies for the Leased Premises including entrances, exists, and lavatories, shall be provided by Lessee, at its sole cost and expense, on a regular and consistent basis.
- 11) **IMPROVEMENTS/PRIOR APPROVAL.** Lessee is obligated not to make any additions, alterations, or improvements whatsoever to the Leased Premises without Lessor's prior written consent, which consent shall be in Lessor's sole discretion and in

- accordance with any instructions and/or obligations Lessor may require, including but not limited to, requiring performance and payment bonds.
- If Lessor grants consent for any improvement(s) and/or alteration(s) hereunder, Lessee warrants that all improvement(s) and/or alteration(s) shall be performed in a good and workmanlike manner and in accordance with all applicable regulations and laws of the Parish of St. Charles, State of Louisiana, and any other applicable governing or licensing agency. Any work performed upon the Leased Premises shall be performed by a licensed contractor.
- 12) **OWNERSHIP OF IMPROVEMENTS.** Notwithstanding Louisiana Civil Code Article 2695 or any provision of Louisiana law to the contrary, any improvements, alterations, additions, permanent attachments, component parts, and permanent fixtures installed by Lessee in or about the Leased Premises shall, upon expiration or termination of this Lease for any reason, become the property of Lessor, and Lessor shall owe no compensation or payment therefore to Lessee. In the alternative, Lessor may require Lessee to remove any improvements, alterations, permanent attachments, component parts, and/or permanent fixtures installed by Lessee. Such removal shall be at the sole cost and expense of Lessee and Lessee shall be obligated to return the Leased Premises to Lessor in the same or better condition as it existed prior to any installation or alteration.
- 13) **LIENS, JUDGMENTS AND ENCUMBRANCES; DEFENSE, HOLD HARMLESS, AND INDEMNITY.** No consent of Lessor for Lessee to make improvements or repairs to the Leased Premises shall be deemed to permit Lessor's interest to become subject to labor or material liens. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against the payment of all losses, damages, legal costs, and charges, inclusive of attorney's fees, incurred by Lessor or expended by Lessor in or about the prosecution or defense of any suit or other proceeding in the discharging of the Leased Premises, or any part thereof, from any lien, judgment, or encumbrance created, or permitted to be created, by Lessee upon or against the Leased Premises or against Lessee's leasehold estate, and also any costs and charges, inclusive of attorney's fees, incurred on account of proceedings by Lessor in obtaining possession of the Leased Premises after termination of the Lease by forfeiture or otherwise.
- 14) **LEASEHOLD MORTGAGE.** Lessee shall not mortgage or otherwise hypothecate its leasehold estate and/or its interest or rights hereunder, or any part thereof, without the written consent of Lessor, which consent shall be in Lessor's sole discretion.
- 15) **LIABILITY; INDEMNITY.** Lessor is not responsible for vices or defects, latent or otherwise, in the Leased Premises, or the consequences thereof. Lessor shall not be liable for any damage to person or property, regardless of cause, sustained by Lessee or its members, employees, agents, students, guests and/or invitees, or any other persons permitted use of the Leased Premises by Lessee at any time, while in or about the Leased Premises, and any such liability is assumed by Lessee. The foregoing assumption of responsibility and liability by Lessee shall be fully co-extensive with the legal responsibilities of Lessor as to all persons and property.
- Lessee agrees to defend, indemnify, and hold harmless Lessor and The Roman Catholic Church of the Archdiocese of New Orleans, and their members, directors, officers, employees, agents, successors, assigns, related entities, and their insurers and/or self-insurers from any and all claims, causes of action and/or lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, costs, and expenses of any kind or nature that arise out of or are in anyway related to Lessee's use of the Leased Premises or this Lease, including but not limited to, any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, exposure to COVID 19 or any other contagious virus or disease, sexual misconduct, pain, mental anguish and/or death, and/or property loss or damage, arising from the negligence, intentional act(s), fault or willful misconduct of Lessee, its employees, members, agents, students, guests and/or invitees, or any other persons permitted use of the Leased Premises by Lessee at any time, premises liability and/or defects in the Leased Premises, or Lessee's performance of and/or failure to perform its obligations under this Lease, and to pay reasonable attorneys' fees related thereto.
- Lessee acknowledges and agrees that, notwithstanding anything to the contrary in this Lease, for the purposes of this Section 15 the term Leased Premises shall include all Shared Use Areas and sidewalks, driveways and walkways servicing the Leased Premises.
- This assumption of responsibility and liability by Lessee includes without limitation all liability assumable by Lessee under Louisiana Civil Code Article 2699 and Louisiana Revised Statute Section 9:3221. **LESSEE ACKNOWLEDGES THAT THIS LIABILITY AND INDEMNITY PROVISION IS AN ESSENTIAL ELEMENT OF THE CONSIDERATION OF THIS LEASE AND THAT THE LESSOR WOULD NOT HAVE ENTERED INTO THIS LEASE WITHOUT LESSEE AGREEING TO THIS PROVISION.**
- Acknowledged 
Lessee
- For the purposes of this Section 15, the term Leased Premises shall under all circumstances be deemed to include all shared use areas and sidewalks, driveways, parking areas, and walkways servicing the Leased Premises.
- 16) **INSURANCE.** Lessee agrees to and shall at all times during the full term of this Lease and during the full term of any hold-overs, extensions, or other rental agreements carry and maintain at its own cost and expense a policy or policies of commercial general liability insurance with coverage against all claims for personal injury or injuries, including death and property damage occurring in, on, or about the Leased Premises, and coverage for damage to leased premises, such insurance to afford protection to the limits of not less than \$1,000,000.00 Dollars combined single limit, per occurrence, and \$2,000,000.00 Dollars aggregate, in respect to injury to persons (including death), and in respect to property damage or destruction, including loss of use thereof. Lessee shall also maintain in full force a policy of insurance with coverage for sexual and physical abuse of minors with limits of not less than \$1,000,000.00 combined single limit, per occurrence, and \$2,000,000.00 Dollars aggregate. Notwithstanding the foregoing, in the event that Lessee maintains insurance with greater limits, this provision shall in no way be interpreted to limit Lessor's collection to the aforementioned required minimum required insurance limits, and Lessee shall be deemed to be contractually bound to provide insurance coverage to Lessor to the full limit of such policy. Said policy or policies of insurance shall name Lessor and The Roman Catholic Church of the Archdiocese of New Orleans as additional insureds, not merely as certificate holders, and such policy or policies shall be endorsed as such if necessary to provide such coverage. All such insurance shall be procured from an insurance company or companies satisfactory to Lessor. Said insurer(s) must be a Louisiana Admitted Insurer authorized to do business in the State of Louisiana with an A or A+ A.M. Best Rating. All such policies shall provide that the same may not be cancelled or altered except upon thirty (30) days prior written notice to Lessor. All such policies shall be primary to any insurance or self-insurance of Lessor and/or the Archdiocese and/or any self-insurance program which Lessor and/or the Archdiocese, may participate. Further, the insurance must not require waivers of subrogation of any kind by either Lessor or the Archdiocese.
- Lessor makes no representation that the limits of liability specified to be carried by Lessee under the terms of this Lease are adequate to protect Lessee against Lessee's undertaking under this Lease, and in the event Lessee believes that any such insurance coverage called for under this Lease is insufficient, Lessee shall provide, at its own expense, such additional insurance as Lessee deems adequate.
- Lessee understands that neither Lessor, its agents and/or representatives carries Hazard or Flood Insurance on Lessee's contents in the Leased Premises. Lessor is not responsible for damage or loss of Lessee's personal property. Lessor encourages Lessee to acquire adequate insurance to protect itself and its personal property. In the event that any loss, cost, damage or expense resulting from theft, fire or any other casualty or occurrence is incurred by Lessee, Lessee hereby releases Lessor from any and all liability it may have on account of such loss, costs, damage, or expense and waives any right of subrogation which might otherwise exist in, or accrue to, any person to the full extent of such losses, costs, damages, or expenses. Under no circumstances shall any insurance or self-insurance of Lessor inure to the benefit of Lessee.
- 17) **SAFE ENVIRONMENT.** Lessee agrees that it and any and all of its employees, volunteers, agents and/or representatives will abide by any and all laws in regard to abuse and/or neglect of children and, further, will abide by any and all policies of the Archdiocese of New Orleans, including but not limited to the policies in regard to abuse and/or neglect of minors, background checks, and the Archdiocese of New Orleans Safe Environment Program. Lessor reserves the right from time-to-time to have an auditor(s) of its choice to audit Lessee for compliance with the above-referenced requirements, and Lessee's failure to comply therewith shall constitute an Event of Default, entitling Lessor to exercise any right(s) pursuant to this Agreement.
- 18) **SIGNS OR DECORATIONS.** Lessee is obligated not to display in, on, or above the Leased Premises any sign or decoration, the nature of which, in the sole discretion of Lessor, is dangerous, unsightly, or detrimental to the property or to Lessor. Before installation of any sign, Lessee shall provide to Lessor the proposed wording, location and design and a description of where/how any such sign will be affixed to the building for consideration and approval by Lessor. Lessee is obligated to promptly remove at or before the expiration of this Lease any and all signs placed in or upon any part of the Leased Premises and is obligated to pay the cost of said removal.
- 19) **SERVICE CHARGES AND ASSESSMENTS.** The Leased Premises presently are exempt from Louisiana ad valorem property taxes under Article 7, Section 21(B) of the

Louisiana Constitution of 1974, as amended. Should, during the term of this Lease or any renewal thereof, the State of Louisiana, Parish of Orleans, or any other Louisiana state or municipal agency or entity, assess a tax, fee, ad valorem tax, or assessment on the Leased Premises based upon Lessee's Lease or use of the Leased Premises, Lessee shall be obligated, at its own expense, to pay said tax, fee or assessment, and Lessor shall have no responsibility in connection therewith. Lessor shall send all such bills which it receives to Lessee, and Lessee shall be obligated to timely pay the same, or Lessee shall be in default of this Lease.

Notwithstanding anything to the contrary, Lessee or Lessor shall retain the right to challenge any determination by any agency or entity that the Leased Premises is subject to any such tax, assessment, or fee. In the event that Lessor or Lessee challenges said tax, assessment, or fee the parties hereto agree to mutually cooperate with the efforts of each other in said challenge.

20) **DAMAGE BY FIRE OR OTHER CASUALTY.** If the Leased Premises are destroyed, or damaged to an extent so as to render it wholly unfit for the purposes for which it is leased, by fire or other casualty, this Lease shall automatically terminate, provided such destruction or damage is not caused by the act(s) or negligence of Lessee, its invitees, guests, agents, or servants, or in any way arising out of the Lessee's use of the Leased Premises. In such an event all insurance benefits pertaining to destruction of the Improvements or the Land shall be the property of Lessor, regardless of whether such insurance was obtained by Lessor or Lessee. If Lessee failed to provide insurance in the full amount specified herein, Lessee shall pay to Lessor the amount of the deficiency. The Lessee shall also pay to Lessor the amount of any deductible.

21) **DEFAULT BY LESSEE.**

This Agreement may be terminated as follows:

A. Either Lessee or Lessor may terminate this Agreement for cause if the party provides written notice to the other party (the "Defaulting Party") of a material breach of this Lease Agreement by the Defaulting Party (an "Event of Default"), and the Defaulting Party is unable to cure the material breach within ten (10) days of its receipt of the default notice, provided that if the nature of the default is such that it cannot reasonably be cured within ten (10) days, the Agreement will not terminate if the Defaulting Party commences to cure the default within such ten (10) day period and thereafter diligently pursues the cure to completion;

B. Either party may terminate this Agreement for cause for the adjudication of the other party in bankruptcy, the appointment of a receiver, or the filing of a bankruptcy or receivership by or for the other party unless (in the case of a petition filed against the party) the same is dismissed within one hundred twenty (120) days after filing;

C. Upon the occurrence of an Event of Default by Lessee, Lessor may elect any one of the following remedies:

(i) To perform such covenant or agreement and, to the extent sums are expended in connection therewith, invoice Lessee for such sums due to Lessor;

(ii) To terminate this Agreement and/or Lessee's right of possession effective at the end of the cure period allowed above, so long as an Event of Default remains uncured, and retake possession of the Premises by proper eviction proceedings, reentry or otherwise;

(iii) To seek specific performance of the obligation of which Lessee is in default; or

(iv) If Lessee abandons the Premises, to re-enter and re-let the Premises.

D. Either party's failure to strictly and promptly enforce any of its rights upon the occurrence of an Event of Default by the other party shall not operate as a waiver of the party's rights, regardless of any indulgences or extensions previously granted.

E. This Agreement may be immediately terminated by Lessor if:

(i) Lessee fails to comply with any Applicable Law; or

(ii) Lessee violates the use restrictions set forth in Sections 8 and 24(A) herein.

22) **SUBLEASE; ASSIGNMENT.** Lessee shall not assign, or permit any assignment by operation of law of this Lease or any interest hereunder, or sublet or permit the Leased Premises or any part thereof to be used by any party other than Lessee without the prior consent of Lessor, which consent will not be unreasonably withheld. If the Leased Premises or any part thereof is sublet, any such sublease agreement shall be approved by Lessor and shall contain all of the provisions of this Lease. Regardless of Lessor's consent, no subletting or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to perform all of its obligations under this Lease. In the event of default by any assignee or any sub lessee, Lessor may proceed directly against Lessee without the necessity of exhausting remedies against any assignee or sub lessee.

23) **SURRENDER OF PREMISES.** At the expiration of this Lease, or its termination for other causes, Lessee is obligated to immediately surrender possession of the Leased Premises to Lessor in the same or substantially the same condition it was taken. Lessor shall remove from the Leased Premises all personal belongings and any and all trash or other movable property brought into or upon the Leased Premises.

24) **RIGHT OF FIRST REFUSAL.**

In the event the Lessor shall receive a bona fide offer from a third party to purchase the Lessor's interest in the Leased Premises or any part thereof during the term of this Lease or any renewal hereof, and such offer to purchase shall be satisfactory to the Lessor, or in the event Lessor during the term of this Lease should make an offer to sell to a third party said premises or any part thereof, Lessor agrees to grant unto Lessee the right of purchasing Lessor's interest in the premises at the price and on the terms of the offer so made (provided the Lessee is not in default hereunder); said privilege to be given by notice as provided in this Lease sent to the Lessee requiring the Lessee to accept in writing and sign a suitable form of contract to purchase within a period of fifteen (15) days after mailing of such notice; and upon the exercise of said option of Lessee, the purchase of the Leased Premises shall be closed, with the delivery of a customary Louisiana Act of Cash sale, conveying a merchantable title to the premises and the payment of the consideration therefore by Lessee, within 45 days of the date of the agreement to purchase or such mutually agreeable time after the exercise of said option by Lessee.

If the Lessee does not accept such offer or execute such tendered contract within the respective periods, then Lessee's right herein shall thereupon be null and void, and Lessor shall be at liberty to sell the premises to any person or entity on the terms and conditions of the bona fide offer to purchase as aforesaid for a period of six (6) months after notice was given to Lessee of its right to purchase the Leased Premises.

Such sale to a third party shall be subject to this Lease and any present or future Leases of the premises and all of the terms, conditions and covenants of such Lease.

Lessee's right of first refusal shall not apply to: (i) a foreclosing lender (ii) purchase under foreclosure or through deed in lieu of foreclosure or (iii) any subsequent transferee after Lessor.

25) **OTHER PROVISIONS.**

A) Lessee shall at all times responsibly monitor its employees, agents, guests and invitees for symptoms or suspected symptoms of COVID-19 in accordance with federal, state and local laws, guidelines and regulations. Lessee shall prevent any person with COVID symptoms from entering upon or remaining on any part of the Leased Premises and shall immediately report any suspected exposure the Lessor and to the appropriate authorities.

B) The parties to this Lease understand and agree that the provisions herein shall, between them, have the effect of law, but in reference to matters not provided for herein, this Lease shall be governed by the laws of the State of Louisiana.

C) Failure of Lessor to require strict performance by Lessee of any of the covenants, provisions, or conditions of this Lease, on one or more occasions, shall not constitute a waiver by Lessor of the right thereafter to require strict compliance with said covenants, provisions, and conditions.

D) Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits, if any, are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

E) Any provisions of this Lease relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

F) This Agreement may be executed in any number of counterparts, which taken together shall constitute one fully executed agreement.

26) **NOTICE.** All notices (including, without limitation, approvals, consents and exercises of rights or options) required or permitted to be given hereunder may be served by a party or such party's attorneys (and may be given to the other party or its attorneys), shall be in writing and shall be deemed served, if by personal delivery or by facsimile, on the date the same is actually received by the addressee thereof, or if by mail, two business days after the same is deposited with the United States Postal Service (or its successors) for mailing by Certified Mail, Return Receipt Requested, posted fully prepaid, addressed as hereinafter set forth, or, if by overnight messenger service (e.g., Federal Express) on the date of delivery by such overnight messenger service to the address as hereinafter set forth. All notices shall be addressed as follows or to such other address as the party entitled to receive such notice may, from time to time hereinafter, designate by giving written notice pursuant hereto;

If to Lessor:

Sacred Heart of Jesus Roman Catholic Church
Attn: Pastor
401 Spruce Street
Norco, LA 70079

If to Lessee:

St. Charles Parish Government
Attn: Parish President w/ copy to the Chief Administrative Officer
15045 River Road
(LA 18)
P. O. Box 302
Hahnville, LA 70057

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be executed on the dates set forth below and effective as of the last to sign.

LESSOR

Sacred Heart of Jesus Roman Catholic,
Norco, Louisiana

By: Rev. Edmond Akorder
Date: _____

LESSEE

St. Charles Parish

Matthew Jewell
By: Mathew Jewell, Parish President
Date: 5/5/21

Exhibit "A"

Sacred Hearth School/Church Property

401 Spruce Street
Norco, LA 70079
St. Charles Parish

Exhibit B
Permitted Use

- Main Building
 - Office space
 - Storage
 - Open accessibility to public/clientele (for viewing of resources, answering questions, and attendance of programs)
 - Program events, meetings, and workshops, which includes but is not limited to the following:
 - Archery workshops
 - Food preparation demonstrations
 - Fitness workshops
 - Teambuilding activities
 - Teen leadership projects
 - Service projects
 - Sewing workshops
 - Gardening
 - Award events / banquet
 - Note: LSU AgCenter Programs are ever changing to adjust to the needs of our clientele.
- Classroom Building (One classroom coordinated with Parish Government for storage)
 - Storage
- Use of green space
 - Archery
 - Gardening
 - Teambuilding
 - Service projects
 - Fitness
 - Workshops, programs
- Parking Lot
 - Parking for staff and public/clientele
 - Storage of utility trailer
 - Workshops, programs
- Other:
 - Playground equipment
 - Gym – potential occasional use through coordination with Parks and Rec
 - Cafeteria – potential occasional use through coordination with Church
- Other Recreational uses not noted above

2021-0116

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

ORDINANCE NO. 21-5-4

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 19-10-4, which approved an agreement between Principal Engineering, Inc. and St Charles Parish for engineering services to rehabilitate the Spillway Road (Parish Project Number P190902).

WHEREAS, On October 7, 2019 the St. Charles Parish Council approved Ordinance No. 19-10-4; an Agreement between St. Charles Parish and Principal Engineering, Inc. for the design and subsequent construction of Parish Project No. P190902 Spillway Road Rehabilitation; and.

WHEREAS, the low bid for Parish Project No. P190902 Spillway Road Rehabilitation, was a Bid in the amount of \$1,157,156.00. This amount was above the initial estimate of \$848,207.00; and,

WHEREAS, the Agreement between St. Charles Parish and Principal Engineering, Inc. needs to be amended to adjust the engineering and resident inspection fees to compensate for the actual bid price and construction time.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1, attached to and made a part of this Ordinance, to the engineering services agreement dated October 11, 2019 (Ordinance No. 19-10-4) with Principal Engineering, Inc., for Project No. P190902 Spillway Road Rehabilitation is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Amendment No. 1 to the Agreement on behalf of the Parish of St. Charles.

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

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

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 3rd day of May, 2021 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellock

SECRETARY: Michelle Dupont

DLVD/PARISH PRESIDENT: May 4, 2021

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: May 5, 2021

AT: 11:30 am RECD BY: [Signature]

AMENDMENT NO. 1
to
AGREEMENT BY AND BETWEEN

ST CHARLES PARISH
AND
PRINCIPAL ENGINEERING, INC

BE IT KNOWN that on this ____ day of _____, 2021 St. Charles Parish and Principal Engineering, Inc. have agreed to amend their Contract for Engineering Services for the Project No. P190902 Spillway Road Rehabilitation, dated October 11, 2019 and approved by Ordinance Number 19-10-4 as follows:

Section 4.1 (Currently)

4.1	For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the attached Hourly Rates schedule, and actual time and costs. The not-to-exceed fees for each phase are as follows:	
4.1.1	Topographic Survey	\$ 15,000
4.1.2	Geotechnical Services	\$ 6,000
4.1.3	Preliminary Engineering	\$ 15,128
4.1.4	Final Engineering	\$ 27,230
4.1.5	Permitting	\$ 20,000
4.1.6	Bidding Assistance	\$ 3,026
4.1.7	Construction Phase	\$ 15,128
4.1.8	Resident Inspection	\$ 35,000

Section 4.1 (Revised)

4.1	For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the attached Hourly Rates schedule, and actual time and costs. The not-to-exceed fees for each phase are as follows:	
4.1.1	Topographic Survey	\$ 15,000
4.1.2	Geotechnical Services	\$ 6,000
4.1.3	Preliminary Engineering	\$ 25,620
4.1.4	Final Engineering	\$ 34,160
4.1.5	Permitting	\$ 20,000
4.1.6	Bidding Assistance	\$ 4,270
4.1.7	Construction Phase	\$ 21,350
4.1.8	Resident Inspection	\$ 75,000

Said amendment shall be effective immediately upon approval by the St. Charles Parish Council and signature by legal representatives of both parties.

ST CHARLES PARISH PRINCIPAL ENGINEERING, INC

By: Matthew Jewell By: _____

Parish President President

Matthew Jewell Henry deFranco

Parish President President

2021-0117
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WATERWORKS)
ORDINANCE NO. 21-5-5

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 18-6-5 which approved a contract for Engineering Services with GSA Consulting Engineers for necessary professional engineering services associated with Parish Project No. WWKS 96, East Bank C Plant Filter Upgrade.

WHEREAS, on June 4, 2018, the St. Charles Parish Council approved Ordinance No. 18-6-5 authorizing the execution of a Contract for Engineering Services with GSA Consulting Engineers for Parish Project No. WWKS 96, East Bank C Plant Filter Upgrade; and,

WHEREAS, it is necessary to amend the contract and modify the scope of work, Section 2.0 Character and Extent of Basic Services of the Engineer, Section 2.1.2.; and Compensation Section 4.0, by adding section 4.2.4.1; and,

WHEREAS, for the additional engineering associated with Amendment No. 1, the Owner shall authorize and pay the Engineer a lump sum fee not to exceed a total \$21,100.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to Ordinance No. 18-6-5, a contract for Engineering Services between GSA Consulting Engineers and the Parish of St. Charles for necessary professional engineering services associated with Parish Project No. WWKS 96, East Bank C Plant Filter Upgrade, amending Section 2.0 Character and Extent of Basic Services of the Engineer, Section 2.1.2 and Section 4.0 Compensation, by adding Section 4.2.4.1 to the contract, is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Amendment No. 1 on behalf of St. Charles Parish.

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

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

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 3rd day of May, 2021 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellock

SECRETARY: Michelle Dupont

DLVD/PARISH PRESIDENT: May 4, 2021

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: May 5, 2021

AT: 11:30 am RECD BY: [Signature]

Amendment No. 1 to Contract for Engineering Services

THIS AGREEMENT made and effective as of the ____ day of _____, 2021, by and between ST. CHARLES PARISH acting, herein by and through its Parish President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and GSA CONSULTING ENGINEERS, a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to modify its Contract for Engineering Services with the Engineer for the EAST BANK C PLANT FILTER UPGRADE (WWKS-96).

EAST BANK C PLANT FILTER UPGRADE (WWKS-96)

Section 2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER is hereby amended as follows by modifying the following:

Delete Section 2.1.2 in its entirety and replace as follows:

"2.1.2 In general, the Project consists of the Design and Construction Management of the following major elements:

- Upgrade to existing filters at the East Bank Water Treatment Plant "C";
- Redesign the existing catwalk between the buildings at Plant "C". Catwalk shall have a roof frame constructed with FRP panels but no walls and shall consist of aluminum grating walkways. Such work shall be considered part of Amendment No. 1; and
- Redesign current support steel beams for replacement with aluminum framing for operating and access platforms. Such work shall be considered part of Amendment No. 1."

Section 4.0 COMPENSATION is hereby amended as follows by modifying the following:

Add Section 4.2.4.1 as follows:

"4.2.4.1 For the additional engineering associated with Amendment No. 1, the Owner shall authorize and pay the Engineer a lump sum fee not to exceed a total \$21,100.00."

All other provisions of said Contract for Engineering Services shall remain as first written.

WITNESSES: ST. CHARLES PARISH

Billy Raymond Matthew Jewell

BY: MATTHEW JEWELL
PARISH PRESIDENT

GSA CONSULTING ENGINEERS

BY: DAVID A. EINSEL, P.E.

2021-0118
INTRODUCED BY: NICKY DUFRENE, COUNCILMAN, DISTRICT IV
ORDINANCE NO. 21-5-6

An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Appendix C, Subdivision Regulations of 1981, Section IV. Design standards. A. Streets. 3. Portland Cement Concrete Pavement: a. Concrete Thickness. and b. Concrete Mix Design. to increase minimum concrete thickness and to include fiber, rebar, or wire mesh.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix C, Section IV. Design standards. A. Streets. 3. Portland Cement Concrete Pavement: a. Concrete Thickness. and b. Concrete Mix Design. be hereby amended as follows with new text underlined and deleted text in ~~strikethrough~~:

A. Streets.

3. Portland Cement Concrete Pavement:

a. Concrete Thickness. The minimum concrete thickness shall be ~~seven (7) inches~~ eight (8) inches for local streets, and ~~eight (8) inches~~ for collector streets, except and in commercial subdivisions, where the minimum for all streets shall be eight (8) inches. The minimum concrete thickness of arterial streets shall be ten (10) inches.

b. Concrete Mix Design. Concrete shall be proportioned to produce a minimum compressive strength of four thousand (4,000) p.s.i. at twenty-eight (28) days. All concrete streets shall be reinforced. Concrete reinforcement shall be one of the following: fiber, rebar or highway wire mesh. Fiber reinforcement is preferred. The minimum cement content shall be five and one-half (5½) bags ninety-four (94) lbs/bag of cement per cubic yard with a maximum water-cement ratio of six (6) gallons of water per bag. Slump of the concrete shall range from two (2) inches to four (4) inches when using a vibrating screed and from one (1) inch to two and one-half (2½) inches when using a slip form paver.

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

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

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 3rd day of May, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellock

SECRETARY: Michelle Dupont

DLVD/PARISH PRESIDENT: May 4, 2021

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: May 5, 2021

AT: 11:30 am RECD BY: [Signature]

2021-0119
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 21-5-7

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Section XXIV. - Fees to remove fee information for building permits and replace with current fees for land use applications.

WHEREAS, the St. Charles Parish Department of Planning & Zoning collects fees for permit and land use applications; and,

WHEREAS, fees for permits, plan review, and inspections are detailed in Section 6-15 of the Code of Ordinances and Section XXIV of the Zoning Ordinance; and,

WHEREAS, Section 6-15 undergoes regular updates and is currently used to determine fees for permits, plan review, and inspections; and,

WHEREAS, Section XXIV of the Zoning Ordinance is no longer updated or used to determine fees; and,

WHEREAS, the Department of Planning & Zoning wishes to remove the building permit fees from Section XXIV and replace with a table listing current land use application fees.

NOW, THEREFORE, THE ST. CHARLES PARISH COUNCIL ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances, Appendix A.XXIV. - Fees is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

Building Permit Fees for Single-Family-Residences, Mobile-Homes, and Multi-Family-Residences:

Square-Feet	Fee
0-100	\$-12.00
101-200	24.00
201-300	36.00
301-400	48.00
401-500	60.00
501-600	72.00
601-700	84.00
701-800	96.00
801-900	108.00
901-1,000	120.00
1,001-1,100	132.00
1,101-1,200	144.00
1,201-1,300	156.00
1,301-1,400	168.00
1,401-1,500	180.00

2,201—2,300	276.00
2,301—2,400	288.00
2,401—2,500	300.00
2,501—2,600	312.00
2,601—2,700	324.00
2,701—2,800	336.00
2,801—2,900	348.00
2,901—3,000	360.00
3,001—3,100	372.00
3,101—3,200	384.00
3,201—3,300	396.00
3,301—3,400	408.00
3,401—3,500	420.00
3,501—3,600	432.00
3,601—3,700	444.00
3,701—3,800	456.00
3,801—3,900	468.00
3,901—4,000	480.00
4,001—4,100	492.00
4,101—4,200	504.00
4,201—4,300	516.00
4,301—4,400	528.00
4,401—4,500	540.00
4,501—4,600	552.00
4,601—4,700	564.00
4,701—4,800	576.00
4,801—4,900	588.00
4,901—5,000	600.00

For single-family homes replacing an existing mobile home, a flat fee of \$60.00.

Commercial (Building Layout Required) C-1, C-S, C-3, A-1, CR-1

Square Feet	Fee
0—500	\$ 46.00
501—1,000	90.00
1,001—1,500	135.00
1,501—2,000	180.00
2,001—4,000	360.00
4,001—6,000	540.00
6,001—8,000	720.00
8,001—10,000	900.00
10,001—12,000	1,080.00
12,001—14,000	1,260.00
14,001—16,000	1,440.00
16,001—18,000	1,620.00
18,001—20,000	1,800.00
20,001—30,000	2,700.00
30,001—40,000	3,600.00
40,001—50,000	4,500.00
50,001—60,000	5,400.00
60,001—70,000	6,300.00
70,001—80,000	7,200.00
80,001—90,000	8,100.00
90,001—100,000	9,000.00
100,001—200,000	18,000.00
200,001—over	20,000.00

A-1 Refers to mausoleums, nurseries, or any Commercial activities in an A-1 Zoning District.

Industrial Permits:

Contract Amount	Fee
\$ 0—100,000	\$ 800.00
100,001—500,000	2,000.00
500,001—1,000,000	3,000.00
1,000,001—3,000,000	4,000.00
3,000,001—6,000,000	5,000.00
6,000,001—10,000,000	6,000.00
Over \$10,000,001	9,000.00

Additions/Accessory Buildings:

Square Feet	Fee
100—200	\$ 10.00
201—300	15.00
301—400	20.00
401—500	25.00
501—600	30.00
601—700	35.00
701—800	40.00
801—900	45.00
901—1,000	50.00

Miscellaneous Fees:

Category
Fencing of required front yard
\$10.00
Special permit use application
40.00
Swimming pool construction
25.00

Land use application fees are detailed as follows:
(see Appendix C, Section V.A, for subdivision application fees)

Home Occupation	Administrative: \$25 Planning Commission: \$200 ¹
Rezoning	\$5 per acre or fraction thereof (\$40 minimum, \$200 maximum)
Special Permit	\$50
Zoning Board of Adjustments (Variance) ²	Single Family: \$50 All other use types: \$100

¹For home occupations requiring additional state or federal licensing, permits, certification, etc., beyond standard business licensing (Appendix A, Section XXII.B.5.b.)
²See Appendix A, Section XIII.C.7.d.

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

And the ordinance was declared adopted this 3rd day of May, 2021,
to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Marlene Bellock*
SECRETARY: *Michelle Dupont*
CLVD/PARISH PRESIDENT: *May 4, 2021*
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: *May 5, 2021*
AT: 11:30 am RECD BY: *[Signature]*

2021-0126
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(BOND COUNSEL)
RESOLUTION NO. 6558

A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to authorize the renewal of a special tax (mosquito abatement renewal) therein; making application to the State Bond Commission and providing for other matters in connection therewith.

BE IT RESOLVED by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), that:

SECTION 1. Election Call. Subject to the approval of the State Bond Commission, and under the authority conferred by the Constitution of the State of Louisiana of 1974, including Article VI, Section 32 thereof, the applicable provisions of the Louisiana Election Code, and other constitutional and statutory authority, a special election is hereby called and ordered to be held in the Parish on **SATURDAY, OCTOBER 9, 2021**, between the hours of seven o'clock (7:00) a.m. and eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, and at the said election there shall be submitted to all registered voters qualified and entitled to vote at the said election under the Constitution and laws of this State and the Constitution of the United States, the following proposition, to-wit:

PROPOSITION
(MOSQUITO ABATEMENT RENEWAL)
Shall the Parish of St. Charles, State of Louisiana (the "Parish"), continue to levy a one and six hundredths (1.06) mills tax on all property subject to taxation in said Parish (an estimated \$1,800,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2022 and ending with the year 2031, for the purpose of abatement, control, eradication and study of mosquitos and other arthropods of public health importance and all activities incidental thereto?

SECTION 2. Publication of Notice of Election. A Notice of Special Election shall be published in the *St. Charles Herald-Guide*, a newspaper of general circulation within the Parish, published in Boutte, Louisiana, and being the official journal of the Parish, once a week for four consecutive weeks, with the first publication to be made not less than forty-five (45) days nor more than ninety (90) days prior to the date of the election, which Notice shall be substantially in the form attached hereto as "Exhibit A" and incorporated herein by reference the same as if it were set forth herein in full.

Notwithstanding the foregoing, prior to the publication of the Notice of Election, the Secretary of this Governing Authority is authorized and directed to make any amendments to the foregoing proposition that may be required to comply with any state or federal regulatory agencies.

SECTION 3. Canvass. This Governing Authority shall meet at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, on **MONDAY, OCTOBER 18, 2021**, at **SIX O'CLOCK (6:00) P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election.

SECTION 4. Polling Places. The polling places for the precincts in the Parish are hereby designated as the polling places at which to hold the said elections, and the Commissioners-in-Charge and Commissioners, respectively, will be the same persons as those designated in accordance with law.

SECTION 5. Election Commissioners; Voting Machines. The officers designated to serve as Commissioners-in-Charge and Commissioners pursuant to Section 4 hereof, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, shall hold the said special election as herein provided, and shall make due returns of said election for the meeting of the Governing Authority to be held as provided in Section 3 hereof. All registered voters in the Parish will be entitled to vote at the special election, and voting machines shall be used.

SECTION 6. Authorization of Officers. The Secretary of the Governing Authority is hereby empowered, authorized and directed to arrange for and to furnish to said election officers in ample time for the holding of said election, the necessary equipment, forms and other paraphernalia essential to the proper holding of said election and the Chairman and/or Secretary of the Governing Authority are further authorized, empowered and directed to take any and all further action required by State and/or Federal law to arrange for the election.

SECTION 7. Furnishing Election Call to Election Officials. Certified copies of this resolution shall be forwarded to the Secretary of State, the Clerk of Court and *Ex-Officio* Parish Custodian of Voting Machines of St. Charles Parish and the Registrar of Voters of St. Charles Parish, as notification of the special election, in order that each may prepare for said election and perform their respective functions as required by law.

SECTION 8. Application to State Bond Commission. Application is made to the State Bond Commission for consent and authority to hold the special election as herein provided, and in the event said election carries for further consent and authority to continue to levy and collect the special tax provided for therein. A certified copy of this resolution shall be forwarded to the State Bond Commission on behalf of this Governing Authority, together with a letter requesting the prompt consideration and approval of this application.

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

And the resolution was declared adopted this, the 3rd day of May, 2021.

CHAIRMAN: *Marlene Bellock*
SECRETARY: *Michelle Dupont*
CLVD/PARISH PRESIDENT: *May 14, 2021*
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: *May 5, 2021*
AT: 11:30 am RECD BY: *[Signature]*

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), on May 3, 2021, NOTICE IS HEREBY GIVEN that a special election will be held within the Parish on **SATURDAY, OCTOBER 9, 2021**, and that at the said election there will be submitted to all registered voters in the Parish qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following proposition, to-wit:

PROPOSITION
(MOSQUITO ABATEMENT RENEWAL)
Shall the Parish of St. Charles, State of Louisiana (the "Parish"), continue to levy a one and six hundredths (1.06) mills tax on all property subject to taxation in said Parish (an estimated \$1,800,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2022 and ending with the year 2031, for the purpose of abatement, control, eradication and study of

mosquitos and other arthropods of public health importance and all activities incidental thereto?

Said special election will be held at each and every polling place in the Parish, which polls will open at seven o'clock (7:00) a.m. and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541.

The polling places for the precincts are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.

The estimated cost of this election as determined by the Secretary of State based upon the provisions of Chapter 8-A of Title 18 and actual costs of similar elections is \$67,000.

Notice is further given that a portion of the monies collected from the tax described in the Proposition shall be remitted to certain state and statewide retirement systems in the manner required by law.

The said special election will be held in accordance with the applicable provisions of Chapter 5 and Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, will make due returns thereof to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, on **MONDAY, OCTOBER 18, 2021, at SIX O'CLOCK (6:00) P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election. All registered voters of the Parish are entitled to vote at said special election and voting machines will be used.

THUS DONE AND SIGNED at Hahnville Louisiana, on this, the 3rd day of May, 2021.

ATTEST:

Michelle Impastato
Secretary

Mailynne Bissett
Chairman

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: May 13, 2021

Public Notice

PUBLIC NOTICE REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

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

The following lots are in violation of parish ordinance Chapter 16, Article III Sec. 16-24 through Sec. 16-33:

Estate of Edwin Boudouin (Village of Hahnville)
Lot 4 (127 Shaw Street)
Nature of violation: Grass cutting & removal of debris

Lucille Vinnett (St. Charles Terrace Subd)
Lot 102 (268 St. Charles Street)
Nature of violation: Grass cutting & removal of debris

Cochise Sequeyca (Meadowlands, Phase 1&2)
Lot 96 (134 Hollywood Park Dr.)
Nature of violation: Grass cutting & removal of debris

PUBLISH: May 13, 2021

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