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Yutsi, a Norco native and Destrehan High School graduate, created a game based on his hometown of Norco.

Monique Roth Editor
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It has always been the name of his hometown, but now it is also the name of his award-winning work. “Norco,” a video game named after and inspired by the St. Charles Parish town, took top honors in the Tribeca Festival’s

first-ever games competition this summer. The Tribeca Games Award is described by the Hollywood Reporter as a recognition that honors an unreleased video game “for its potential for excellence in art and storytelling through

design, artistic mastery and highly immersive worlds.” The game was created by Yutsi, a Norco native and Destrehan High School

GAME on 5A

River AAU squad captures the crown



TURN to 1B

New queens crowned



TURN to 2B

Catfish Festival canceled due to rising COVID-19 numbers

Alligator Festival still on, for now

Monique Roth Editor
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While organizers of the Alligator Festival are still planning to hold their fall event, the Louisiana Catfish Festival committee announced that its Sept. 18 festival has been canceled due to the rising number of COVID-19 cases statewide. Sheena Candies, a Catfish Festival organizer, said she and others involved in the planning process were devastated to have to cancel the festival for the second year in a row. “This decision was a very difficult



CATFISH on 5A The Catfish Festival has been canceled for the second year in a row.

‘Mastery’ scores fall, but parish schools still performed better than state average

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While it was always known that students across the state have faced challenges for the past two school years due to the coronavirus pandemic, those challenges were first quantified this month when the Louisiana Department of Education released the first batch of standardized test data that measures how students fared on major exams during the pandemic.

The LEAP tests were not administered in 2020 due to school shutdowns, but the 2021 data indicates that the number of students scoring at the “mastery” level or above on the state’s benchmark test



dropped about five percentage points. Officially known as the LEAP 2025, the annual test measures what students know in math, English, science and

LEAP TEST on 5A

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One-mile walk planned to honor 9/11 victims

Monique Roth Editor
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“It’s our way of showing respect to all those that died that day and the hundreds who have died since then.”

Jim Chimento, a member of Destrehan’s Eastside St. Charles Parish Volunteer Fire Department, became emotional when he talked about the upcoming 20th anniversary of the infamous 9-11 attacks. The fire department of New York lost 343 firefighters on 9/11, and many more are battling illnesses believed to stem from the contaminated air at the site.

Over 110 firefighters have reportedly died of their 9/11 injuries since 9/11.

Chimento said he and other firefighters he knows were greatly affected by the tragedy.

“We have been honoring the memory of the September 11th attacks each year with a memorial flag ceremony at our 1901 Ormond Blvd station,” he said. “This year marks the 20th anniversary, and since it falls on a Saturday we are planning something special.”



The ceremony will be held at the Jerusalem Shriners facility in Destrehan on Sept. 11.

On Sept. 11 the public is invited to join parish firefighters, the St. Charles Parish Sheriff’s Office and parish officials at a special ceremony and commemorative walk. The ceremony will be held at the Jerusalem Shriners, located at 1940 Ormond Boulevard in Destrehan – directly across Ormond Boulevard from the fire station.

“It starts at 7:30 a.m.,” Michael Heath, another

9/11 on 7A

Former HHS principal pleads no contest

Ryan Arena Editor
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Former Hahnville High School principal Brian Lumar pleaded no contest to a charge of simple battery earlier this month, following an arrest in May.

Lumar, who was accused of inappropriately touching the parent of a student without consent, was sentenced to one day of parish prison (credited for time served) and was fined \$500. He was ordered to attend counseling and follow any recommendations for treatment.

He was ordered to have no contact with the victim, who the state advised had approved the plea, according to court records.

The no contest plea was to a charge of simple battery, down from an initial charge of sexual battery, which was dismissed.

Lumar reiterated Monday he vehemently denies the allegations. A no contest plea means one admits no guilt for a crime but leaves the court to determine the punishment.

In June, Lumar announced he was retiring as Hahnville principal and from the St. Charles Parish school system. He has since been succeeded by Jose



Brian Lumar

Gonzales. Lumar served as the school’s principal since 2018 and prior to that was its vice principal for five years. He said through a statement that the decision was in no way forced or coerced by the school district.

According to a statement from the St. Charles Parish Sheriff’s Office, the parent told police that after she arrived in the reception area of the principal’s office, she was advised by Lumar to leave the reception area and re-directed to meet him in another private office location on school grounds.

It was during that meeting, the parent said, that Lumar allegedly committed sexual

NO CONTEST on 7A

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Thibodaux Regional welcomes Dr. Christen McDaniel, Pediatrician. Dr. McDaniel earned her undergraduate degree from Florida State University in Tallahassee, FL, and received her medical degree from Ross University School of Medicine. She completed her Residency in Pediatrics at WVU Medicine Children’s Hospital in Morgantown, West Virginia. Dr. McDaniel is board certified by the American Board of Pediatrics.

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Jimmy Breaux, Personnel Officer Dayna Parker and St. Charles Parish President Matt Jewell.

Ama man retires after 40 years on civil service board

Monique Roth Editor
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“The first parish president, Kevin Friloux, asked me after he got elected if I’d like to serve three years on the Civil Service Board because I had union experience and he felt like it would be a good fit ... that lasted 40 years.”

James “Jimmy” Breaux, an Ama resident, fondly recalls how he first got involved with the St. Charles Parish Civil Service Board four decades ago. It is a post that he gave up this month because of health concerns, but one that he said he will always treasure.

“The employees needed somebody to represent them,” Breaux said. “I felt like I was the representative of the employees, but I also took into consideration the parish. My years of service give me a sense of accomplishment for sure. I enjoyed serving on the board and I hope I have served the parish well.”

Breaux served as chairman of the board from 2004-2010 and 2018-2021 and served as vice-chairman of the board from 1987-1994, 2001-2003 and 2014-2017.

Sandra Zimmer, the parish’s former personnel officer of 30 years, said Breaux’s tenure was the epitome of community service.

“Being on the Civil Service Board is pretty much a thankless job,” she said laughing. “It’s not one where you get a lot of praise, but he loves St. Charles Parish and he was very interested in who was in office and what they were doing.”

Zimmer recalled how one year Breaux

won the Monte M. Lemann Award, an award given out annually by the Louisiana Civil Service League. The prestigious award is given to five individuals outside of the state classified service who made the greatest contributions to the advancement of Louisiana’s merit system of public employment. It is named for Monte M. Lemann, a long-time supporter and defender of civil service in Louisiana.

“It was a pleasure and an honor to work with Jimmy all those years,” Zimmer said.

Dayna Parker, the current parish personnel officer, agreed.

“His encouragement and guidance, often through handwritten notes, has yielded me a solid foundation to more effectively administer the personnel system for the parish,” Parker said. “It has truly been a pleasure and a benefit to learn from his vast experience. Jimmy’s loyalty, dedication and professionalism established an exemplary standard during his tenure as a member of the St. Charles Parish Civil Service Board.”

Parker said Breaux held the position on the board very close to his heart.

“He feels very strongly about the Civil Service System and its benefits to employees and St. Charles Parish government,” she said. “He served with a true understanding of his role to represent the public interest in matters of personnel administration in the services of parish government.”

Finding child care during the day can prove difficult, but there are options

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In an age where it’s common for both of a child’s parents to be in the workforce, finding available child care options for the youngest children in the area can prove challenging.

More than 7 in 10 children under age 6 in the River Parishes have all available parents in the workforce, according to a 2014-2018 American Community Survey. While 68 percent of children under 6 had all available parents in the workforce, this was true for 71 percent of children under 6 in St. Charles Parish, 81 percent in St. James and 70 percent in St. John the Baptist Parish.

Despite widespread labor force participation among parents with young children, the combined capacity of all of the licensed centers in the River Parishes (2,640) is far surpassed by the number of children ages 0 to 4 in the River Parishes (7,267). There are only enough seats in centers to serve 36 percent of children ages 0-4.

“I would say, on average, it’s fairly typical for Louisiana parishes to not have enough available seats to serve all kids

in the parish, and one of the main reasons for that is child care is just not affordable for many state residents,” said Jennifer Roberts, CEO of the Agenda for Children advocacy organization. “For infants to 3-year-olds, it would cost almost \$15,000 a year to put them into a licensed center. To put that in perspective, the median income in St. Charles Parish is \$72,000 a year, so you’d be spending 20 percent of your income on child care alone.”

That becomes a major problem for lower income families. Roberts noted most try to make due how they can, such as asking a family member to care for the children during the work day,

CHILD CARE on 7A



The Art Squad is a group of teens and tweens who meet at the library to develop their artistic skills.

Library Art Squad shares creations, learns from pro comic artist

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Splashy colors and creative vision are what it’s all about these days at the St. Charles Parish East Regional Library – the Art Squad would have it no other way.

The recently established group combines a group of tweens and teens who meet at the library to develop their artistic skills, learn different art techniques, and get real instructions from professional comic artist Becca Hillburn.

Hillburn, a Hahnville High School alum, grew up hearing she should put aside her hopes of becoming a professional comic artist one day and perhaps pursue a more traditional line of work.

“People really didn’t get me,” said Hillburn, who has illustrated and published two graphic novels. “I’ve always kind of been a nerd. I fell in love with comics when I was 13 ... a lot of people picked on me for wanting to go into this world, I think because I strayed from the pack.”

Hillburn wants the experience to be

different for young, aspiring artists she encounters, and aims to inspire. The team was born in November of 2020, in part due to Hillburn’s desire to work with the children of her hometown community and teach the joys of art-work, along with the skills to go with it.

She taught classes online before things evolved, and it became a full-fledged squad with two instructors when the library paired Hillburn with Sarah Triche, library circulation assistant and a fellow artist.

“We paired both of them up and started doing this over Zoom,” said Lesley Campbell, youth services librarian.

It’s been a hit.

“It’s absolutely wonderful,” said Campbell. “We love working with Becca. Giving her this platform to be able to reach young artists seems like such a winning combination. And being

ART SQUAD on 7A





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GAME from 1A

graduate who now lives in Virginia.

“I’d prefer to use my pen name,” Yutsi said when asked about his birth name. “I don’t take online anonymity too seriously, especially given how many biographical details are included in the game, but it helps compartmentalize different parts of my life.”

“Norco” the game has a gothic aesthetic and features local spots such as Apple Street, Airline Highway and I-10. It allows users to play out the story of Kay, who journeys through south Louisiana to uncover the mysteries around her mother’s death and her brother’s disappearance.

Yutsi said his hometown was the perfect setting for the story.

"It's a beautiful, fascinating, complicated and sometimes tragic place," Yutsi said of the town of Norco. "It's ringed by swampland and refineries. The sky glows and pulses at night. It's full of interesting, wonderful people. A lot of the older generation remembers things about Louisiana's natural history and landscape that are being forgotten."

Yutsi said he and Aaron Gray, the game's other developer, never expected their game to win at the Tribeca Festival. Formerly known as the Tribeca Film Festival, the event now celebrates storytelling in a number of forms and mediums.

“We admired many of the titles featured and felt a little bit like imposters,” he said. “We settled into feeling excited and proud, but the imposter syndrome took a couple of days to wear off.”

Yutsi said as a child growing up in St. Charles



A gas station from the game, "Norco."

Parish he dreamed that his hometown would serve as artistic inspiration in his future work.

"I've been inspired and fascinated by the River Parishes for as long as I can remember," he said. "I've spent my entire life researching them, drawing and painting them, exploring the swamps and highways and writing about my experiences there. Most of my family still lives in Norco and I'm there regularly to visit them."

Yutsi said Norco the game is expected to be released in early 2022, and that he hopes people who experience it step away with an appreciation for his hometown.

"I hope they come away with the impression that it's a complex, beautiful, beloved place," he said. "The game covers other areas of the metro region, and things get a little strange, surreal and occasionally violent. But the underlying emotion that the game tries to communicate is reverence. I admire my home. I want that admiration to shine through."

LEAP TEST from 1A

social studies.

“In the face of immense adversity, students, teachers, administrators and parents showed unwavering resiliency, demonstrating a deep commitment to both safety and learning,” State Superintendent of Education Dr. Cade Brumley said. “This LEAP 2025 data will be invaluable in guiding our instructional, policy and resource allocation decisions as we recover and accelerate from this unprecedented interruption to student learning.”

Local students fared slightly better than the state average as St. Charles Parish Public Schools students dropped an average of four percentage points.

Lakewood Elementary and Hahnville High School saw the greatest decrease in mastery level scores at 13 percent, while JB Martin Middle had no change to its mastery scores.

R.K. Smith Middle fared the best in parish, with an increase of 1 percent in its mastery scores.

Luling and Ethel Schoeffner Elementary Schools each experienced a 1 percent decrease, while RJ Vial had a 2 percent decrease. Harry Hurst Middle, Norco

Elementary, Albert Cammon Middle and St. Rose Elementary each had a 3 percent decrease, while Destrehan High had a 7 percent decrease.

“After taking into consideration the recurring interruptions and pandemic-related circumstances presented during the 20-21 school year, the LEAP results are celebrated as it reflects the commitment and resiliency towards teaching, learning, and safety of all stakeholders,” St. Charles Parish Public Schools Assistant Superintendent of Curriculum, Instruction and Assessment Erin Granier said. “While the results from 2020-2021 do not compare to district achievement results in the past, St. Charles Parish public school students outperformed the state average at every grade level and content area. St. Charles Parish Public Schools is poised and positioned to accelerate student learning and provide interventions for students who exhibit deficits.”

Granier said that disaggregating student achievement results this year is “more important than ever as we must proceed with increased intentionality.”

CATFISH from 1A

one as we know everyone just wants to get back to a normalcy, however with the rise in COVID cases across Louisiana we had to consider the safety of our visitors and volunteers,” she said. “The COVID-19 virus has put a damper on all of us financially, physically and emotionally.”

The festival was established in 1975 by Rev. William McCallion as a fundraiser for St. Gertrude the Great Catholic Church. The church was set to celebrate the 45th anniversary of the festival in 2020, but the pandemic canceled that celebration. To make up for lost revenue – the festival brought in an average of \$40,000 a year – local parishioners including Candies pivoted to organizing craft fairs to keep the church afloat.

This year the plans were to hold a one-day festival with no rides but with the traditional fair foods and bands. In place of the festival, Candies said the church will now host a drive-thru lunch on Sept. 18 that will consist of the option of fried catfish or shrimp platters, po-boys or boats.

“There will also be an abundance of homemade sweets available for purchase,” she said, adding the winner of the 50/50 raffle will be selected at the lunch. “We invite everyone to come out and still support the Catfish Festival and St. Gertrude Catholic Church ... all proceeds will go to the church.”

Tickets for the 50/50 are being sold after mass or can be purchased by messaging the festival's Facebook page. The festival committee is also selling festival T-shirts as a fundraiser. Order forms can be found by visiting www.Louisianacatfishfestival.com.

Candies said at this time a craft fair is still planned for November, and that updates on that would be posted on the festival's Facebook page.



2021 Leap Scores	
Destrehan High School	-7
Hahnville High School	-13
R.K. Smith Middle School	1
Lakewood Elementary School	-13
Luling Elementary School	-1
J.B. Martin Middle School	0
Norco Elementary School	-3
Albert Cammon Middle School	-3
St. Rose Elementary School	-3
R.J. Vial Elementary School	-2
Harry M. Hurst Middle School	-3
Ethel Schoeffner Elementary School	-1

2019 to 2021 change in percentage of students
scoring mastery or above



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Obituaries

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Detillier

Esther Z. Detillier, 92, a native and resident of Ama passed away on Friday, August 13, 2021. Visitation will be held at Holy Family Catholic Church on Friday, August 20th from 10:00 a.m. until funeral time. A Mass of Christian Burial will be celebrated at 12:00 p.m. with burial to follow in St. Charles Cemetery.

She is survived by her children, Liz Prejean (Terry), Paul Detillier, Teresa Majoria (Mark), Henry Detillier, Lenore Matherne (Randy) and Alfred Detillier (Ikaha); 19 grandchildren and 12 great-grandchildren.

She was preceded in death by her husband, John G. Detillier, Sr.; parents, Henry and Olive Zeringue; son, John G. Detillier, Jr.; granddaughter, Jaclyn Prejean; daughter-in-law, Lisa B. Detillier; son-in-law, William “Bill” Henderson; daughter-in-law, Dawn Todd; 6 brothers and sisters.

Esther married John on November 30, 1957 and was a devoted wife for 53 years. Together they raised their 7 children in the Catholic faith and had a special devotion to the Sacred Heart of Jesus and the Blessed Mother Mary.

She cared for her family with much devotion, oftentimes sacrificing herself and her needs in the process. She was supportive and encouraging, wise and kind and so proud of her children and grandchildren.

Esther was ever so calm and serene in her Catholic faith and shared her faith with her family and others by teaching religion, being a Eucharistic Minister, traveling to EWTN and working with The Miracle of the Rosary Mission.

In lieu of flowers, please make donation for masses in her name. Falgout Funeral Home entrusted with arrangements.



Granier

Pattie Ann Granier was born on March 1, 1953. She died August 14, 2021 at Ormond Nursing Home in Destrehan, LA. Her parents were the late Irving Granier and Norris Landry Granier.

She was a native and permanent resident of Norco, LA. Sister of Brenda Badeaux (EJ) and was preceded in death by sister, Marlene Donaldson and brother, Barton Granier (Leslie).

Aunt of Todd Badeaux, Jeremy Granier (Stephanie), Michelle Granier, and Aaron LeBlanc (Brittany). Great-aunt of Kaylah Cooch (Bradley) and Bethany James (Eric). Great-great-aunt of Kenzie Granier, Everett Granier, Avery, Grace, and Ella LeBlanc, Beaux and Sylis Cooch, and Ember James.

Pattie was a cashier at Schwegmann's, Norco Co-op, Loupe's and Greaud's Fine Foods. She was a member of Sacred Heart Church in Norco and the Rosary Group at Ms. Margaret's. Patty loved to go out with her friends shopping, to movies, and especially eating out at restaurants. She will be missed by all who were blessed to know her.

The family would like to thank Ormond Nursing Home and St. Catherine's Hospice for the wonderful care given to Pattie.

Family and friends are invited to attend a funeral service on Friday, August 20, 2021 at Sacred Heart of Jesus Church, 401 Spruce St. Norco, LA. Visitation will be held form 10AM – 11AM with a Mass to begin at 11AM. Interment will follow at St. Charles Borromeo Cemetery in Destrehan, LA. Masks are required.



Pitre

Dick “Pete” Pitre passed away on Thursday evening, August 12, 2021. He was 67 years old. Beloved husband of Deborah Watson Pitre. Loving father of Tracy Pitre Guidry (Jason) and Dwan Pitre. Grandfather of Jaselyn Michelle Guidry, Joseph Michael Guidry, Christopher Lee Switzer Jr., Jacob Cole Switzer, and Raph Conner Veillon. Brother of Joyce P. Horn, Jane P. Ogea, Thomas Joseph Pitre III, Marilyn P. Farrell, Carolyn P. Andrews, Helen P. Johnson, Hope P. Zeller, and the late Johnny Joseph Pitre. Son of the late Florance Thibodeaux Pitre and Thomas Joseph Pitre Jr. Also survived by many nieces and nephews. Dick was a lifelong resident of Luling.

He proudly served his country in the United States Army, and retired from Shell Oil Company in Norco after over 15 years of service. He and Debbie owned two Edsels, and he was a proud member of the International Edsel Club. He was a skilled mechanic that always was willing to lend a helping hand to anyone that needed it. Pete had infectious laugh, strong personality, and terrible dancing skills that will be greatly missed by many.

Relatives and friends of the family are invited to celebrate his life at H.C. Alexander Funeral Home, 821 Fourth Street, Norco, on Saturday, August 28, 2021 from 10:00 until 12:00 noon. An online guestbook is available at www.hcalexander.com.



Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

• **Claire Lusk, 18**, of 131 Calendar Street in New Orleans, was arrested Aug. 16 and charged with unauthorized entry of an inhabited dwelling.



• **Quinton Conish Jr., 27**, of 224 Sycamore Street in Hahnville, was arrested Aug. 16 and charged with domestic abuse strangulation with child endangerment.



• **Heather Ballum, 28**, of 635 West B. Street in Norco, was arrested Aug. 17 and charged with domestic abuse battery with child endangerment.

• **Christopher Frasier, 22**, of 101 Churchill Downs Drive in Montz, was arrested Aug. 13 and charged with violation of stop sign, possession of drug paraphernalia, turning signal required, resisting an officer and distribution of methamphetamine.



• **Alfred Boffone, 36**, of 1117 Wiegand Drive in Bridge City, was arrested Aug. 14 and charged with possession of drug paraphernalia, violation of protective order, fugitive (seven counts), possession of methamphetamine, possession of suboxone and possession of legend drug without prescription (four counts). He had an attachment.



• **Michael Richardson, 33**, of 207 Killona Drive in Killona, was arrested Aug. 15 and charged with domestic abuse battery/subsequent offenses.

• **Carrisa Oxford, 42**, of 63 St. Anthony Street in Luling, was arrested Aug. 14 and charged with domestic abuse battery-child endangerment.

• **Ernest Gardner Jr., 52**, of 121 Montpelier Street in Boutte, was arrested Aug. 13 and charged with domestic abuse battery/subsequent offenses.



St. Charles HERALD-GUIDE

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9/11 from 2A



After the ceremony, firemen will lead a one-mile walk down Ormond Boulevard.

member of the Eastside Department, said. “The memorial will begin at 7:46 a.m. ... the time the first plane flew into the first tower.”

Heath said after a short ceremony, firemen will lead a one-mile walk down Ormond Boulevard.

“We’ll end up at the fire house and have an open house,” he said. “There will be hats for the kids and snowballs. Hopefully it’ll be a nice morning.”

Heath said the day of remembrance is important for everyone, but especially for some members of the fire department.

“The majority of the people in the fire service today ... this is why they got in the fire service,” he said of 9/11. “It’s so meaningful. Many of us are not paid to be fire fighters ... this was just the main thing that got us involved in service.”

NO CONTEST from 2A

battery against her, without her consent, and she left the school’s campus.

“During the course of the investigation, detectives were able to corroborate the victim’s statement through sufficient evidence, and thereafter an arrest warrant was obtained from a 29th Judicial District Court Judge,” a statement from the Sheriff’s Office said.

Earlier this summer, Lumar released a statement announcing his decision to retire from the school system. The statement read:

“Effective July 1, 2021, it is with heartfelt appreciation and pride that I retire from the St. Charles Parish Public School System. This decision has been made based on what I believe is in the best interest of my family and my future career endeavors. It allows me the chance to pursue professional opportunities aligned with my life work. Please know that under no circumstances was I forced to retire. The announcement to retire is presented without any coercion from the school system.

“While I continue to maintain my innocence, the decision to retire affords me, my family, the students I serve, and the school system clarity of future action and direction. I vehemently deny the allegation made against me. This has certainly compromised the perception of my character and integrity as an educational leader and person. As I continue to maintain my innocence, I will certainly remain committed to enriching the lives of students.”

CHILD CARE from 4A

but when that isn’t available, it can really put someone in a bind.

“You see people actually become underemployed. They may take part-time jobs because they can’t get childcare to co-exist with their schedule for a full-time job, or maybe they take a lower-paying position so that they can make the schedule work,” Roberts said.

It’s a need St. Charles Parish Public Schools has taken steps to alleviate, with programs like the Early Childhood Network, a collaboration of 10 child care programs, public and private, serving children from birth to age 4, including special education children. In 2019, the district added 120 additional spots for its Pre-K program as well, and features a before and after school child care program for children grades Pre-K through fifth grade.

It’s also a cause Roberts and Agenda for Children has taken on, the oldest child advocacy group in the state at 37 years.

Agenda for Children offers several services in the River Parishes. The Child Care Resource and Referral department supports the 40 early learning centers in the region, providing group workshops, onsite and virtual coaching, mini-grants and monthly directors’ network meetings. The organization assists families with finding child care that meets their specific needs.

“We really work to increase access to high quality early care and education, connecting families with child care centers, teachers and policy makers. It’s all an effort to improve the well-being of children and their families,” Roberts said.

The onset of COVID-19 created a new landscape, but even for those working from home, there can be issues, Roberts notes.

“I think COVID’s really shown us how hard it can

be to juggle your work at home while caring for your children at the same time,” Roberts said. “And for those out of work, it’s hard to actively seek work if there’s no safe, quality place for a child to be during the day. There are burdens unique to the pandemic itself, so we’re stepping up to see if there’s anything we can do.”



Part of that is making families aware of assistance that could be available. Roberts noted the Department of Education has been able to garner additional funds through stimulus, so for the first time in many years, parents may receive child care assistance while job hunting.

“There are more resources available than have been previously,” she said.

One may call Agenda for Children at (504) 586-8509 or visit the group’s website, agendaforchildren.org, for assistance and resources.

ART SQUAD from 4A

able to set Becca up with Sarah and build such a good following before the summer, the ball’s really rolling on it now.”

It seems a natural fit for Hillburn, whose mother was a teacher at J.B. Martin for approximately 20 years.

During this summer, the meetings came off of Zoom and to the library itself, where the squad spaces out to be safe while sharing both their work and their ideas.

The group meets twice a month – traditionally the first and third Thursday of each month - usually with one meeting being a ‘hangout’ type of meet with discussion and critique of the group’s featured works, and the other geared around exercises, tips and instruction from Hillman and Triche.

“It’s really like two different art squads,” Campbell said. “The meetings are kind of themed. With the lessons, they get the materials and are able to take them home.”

To that end, the library’s been bringing in some different art supplies for the squad members to have access to, like a watercolor palette set, for example.

Following each meet up, Hillburn recaps what the squad accomplished on video via the library’s YouTube channel.

“She’ll show some of the kids’ art, and some of her own and kind of feature it all in a wrap-up,” Campbell said. “I think they’re all having a lot of fun with it.”

Campbell said there’s been a mix of young teenagers with children as young as 10 participating thus



far.

A recent squad project was choosing a mascot, with several illustrations to choose from. Ultimately, a butterfly earned the nod and the group will decide next month how to feature its brand-new logo, which could be featured on stickers, buttons, tags and/or other library materials.

The Art Squad’s next meeting is set for Sept. 2.

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VACANT LAND

928 & 951 HWY 306 HWY - DES ALLEMANDS

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Elliott among strong fantasy targets

Harris, Jefferson also strong picks for your league this year

Ryan Arena Editor
ryana@heraldguide.com

With fantasy football drafts ramping up, time for the annual roadmap to your league title.

Or to the sewer. Either way.

Players to target: First 3 rounds.

Ezekiel Elliott, RB Cowboys (mid to late round one). Yes, I know. I feel your pain. He was my first rounder last year, too.

So, why am I dragging you in to make the same mistake twice? Maybe I'm a sucker. Everything went wrong around Elliott last year – his line was tattered, Dak Prescott went down and the defense was a rumor. There weren't many leads to run out in Dallas.

But he was also bad. Elliott got outplayed by his backup, Tony Pollard, for much of the season. This wasn't the runner we were used to ... he seemed a bit slower, to go down a bit easier. I'm not one to often play the "he didn't show up in shape" card, but I will here, mostly because it appears Elliott himself subscribes to that notion, and by all accounts rectified that this year and looks like a monster in camp. Dallas has a loaded offense when healthy, and it will likely feed Elliott while Prescott gets back to full speed.

Antonio Gibson, RB Washington Football Team (LOL ... and Round Two) – Back to the NFC East, because I love bad football.

I kid. Sort of. Gibson broke out before an injury derailed his rookie season. A converted wide receiver in the mold of David Johnson, the 220+ pound rusher didn't play on all passing

downs last season as he learned to pass block at the NFL level (and with Alex Smith on that roster, even as a backup, let's just say that skill was paramount). Sounds like they're ramping him up on third downs for this season, and that's going to put plenty of stress on linebackers across the league.

The offense is not good. At best, it can be scrappy behind Ryan Fitzpatrick and a very good wide receiver in Terry McLaurin (another player to keep an eye on in your draft). But the ... sigh ... the FOOTBALL TEAM's defense is legit as can be. Gibson is going to get a metric ton of touches.

Most of all: Ron Rivera does not believe in resting starters. Ron Rivera plays his best guys, and plays them a trillion snaps. Christian McCaffery never came off the field in Carolina. If he believes Gibson can be trusted, he's going to eat the whole pie at running back.

Najee Harris, RB Steelers (Round 2 or early 3). In case you miss one of the first backs, or elect to go with another position, I'll vouch for Harris here. This one is short and simple:

Like Ron Rivera ... Mike Tomlin rides his best back. The only times he's deviated from this have been times where Pittsburgh lacked well-rounded talent in the backfield, usually when the top back has been injured. They drafted Harris in round one. Big Ben just celebrated his 95th birthday. Harris is going to get the ball.

Justin Jefferson, WR Destrehan High School.



After a record-setting rookie season, Justin Jefferson is primed to take another step in 2021.

Oh, also the Vikings (Round 3)

No write up needed. You know.

Allen Robinson, WR Bears (mid rounds). This is a bet on Justin Fields. If Fields is half the player he was in college (I know, story of every rookie), he'll be the best passer Robinson's ever played with. And Robinson is a dominator.

Brandon Aiyuk, WR, 49ers (mid rounds). The 49ers had plenty of mouths to feed, yet a rookie often looked like the offensive focal point. George Kittle is the straw that stirs the drink there, but when they drafted Aiyuk last year, the word from beat writers was Kyle Shanahan was throwing him into the fire like they hadn't seen before with a rookie. An injury set him back, but once he got into the lineup, he popped. Deebo Samuel will see a lot of touches, but he is less of a traditional wide receiver than Aiyuk, which means a heavy load will fall on the latter in the downfield game.

Chase Claypool, WR, Steelers (mid rounds). You just have to take a shot if the chance arises. 6'4. 238 pounds. This is a wide receiver and allegedly not Godzilla.

Lamar Jackson, QB, Ravens (mid rounds). ESPN has Jackson ranked 68th overall. Fair given his less than expected output last season, but two years ago this guy was the MVP.

In most fantasy leagues, a running quarterback gives you a nice floor of points.

Antonio Brown, WR, Buccaneers (Round 9+). Brown started to find his groove with Tom Brady late last season and in the playoffs. He's behind Mike Evans and Chris Godwin for targets, yes. And he's more of a flex play if all three receivers

are healthy, at least for now. But this was a player who was considered the absolute best route runner in football not that ... ok ... not ALL that long ago, and he's the type of player Brady's traditionally thrived with. There's plenty to go around in Bruce Arians' offense, and were either Godwin or Evans to miss time, look out.

Warriors AAU wears the crown



The Warriors Elite brought home the gold, placing first in the AAU Southeastern National Championship this year. The team went 6-0 in the regional world championship bracket, defeating teams from New Jersey, Florida, North Carolina and the Bahamas. Pictured from left to right are as follows: Head Coach Randall Campbell, Darrius Davis, Chance Joseph, Jayden Gordon, Ramaj Cox, Dale Smith, Jr., Kenneth Lorio, Jr., Jabari Young, Carter Guitierrez and Assistant Head Coach Joshua Dunmiles. Not pictured is Kyvan Fobb. This team consists of all local kids from the River Parish area.

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2 new queens crowned at fest

Monique Roth Lifestyles Editor
moniquer@heraldguide.com

St. Charles Parish has two new queens, as the St. Charles Parish Festival organization held its 62nd Sweet Soiree this month at the Ormond Manor Grand Ballroom.

Kinyson Voges was awarded the title of Miss St. Charles Parish Festival Queen LXII and Emma Cazentre was crowned Teen Miss St. Charles Parish Festival Queen XXV. They will each represent St. Charles Parish at local events and festivals throughout the state over their year-long reign, and Voges will compete in the Louisiana Sugar Cane Festival in New Iberia the last full weekend in September.

Mistress of Ceremonies Doreen Becnel Landry, who also serves as the pageant's director, said it was important to the organization to hold an event this year since last year's festivities were cancelled due to the pandemic.

"For me as a director, it was extremely important to crown our new queens to symbolize that we are moving in a positive direction and keeping our historical event alive," she said. "Last year was hard on us all. The thought of not having our long-standing event again this year weighed heavy on my heart, but with an abundance of creativity, I was determined to have our 62nd annual St Charles Parish Festival."

This year the format of the event and competition were different, with contestants submitting their applications beforehand.

"The day of the young ladies went through a private interview with judges, modeled in cocktail attire and did a self-introduction followed by a question and answer conversation session ... all done in a dinner type seating formation," Landry said. "Our new format and new venue within a social setting was a huge success. Change is always hard, but the reinvention of our event was embraced and met with enthusiasm."



Outgoing Queens Miss St. Charles Parish Festival Queen Abby Rochelle and Teen Miss St. Charles Parish Festival Queen Quincy Hymel presided over the event. Five young ladies vied for the title of Miss St. Charles Parish Festival Queen LXII and Teen Miss St. Charles Parish Festival Queen XXV, and the three contestants in the Miss Division were all former Teen Miss St. Charles Parish Festival Queens.

Results from the evening were Teen Division: 1st Runner Up Lilian Troxler of Hahnville and Miss Sweetness and Queen Emma Cazentre of Destrehan, and Miss Division: 2nd Runner Up Alyssa Acker of Destrehan, 1st Runner Up Lauren Watson of Luling and Queen Kinyson Voges of Destrehan.

"My hope for my new queens is to take everything that happened over the last 18 months and reflect on the impact of COVID had on their lives ... and to use their positive experiences and propel them to be great ambassadors representing St Charles Parish," Landry said. "Our queens have to find new adventures, new ways to learn and new ways to meet people, and this will allow them to be the voice for young people echoing that in the face of adversity they can also prosper."



Kinyson Voges was awarded the title of Miss St. Charles Parish Festival Queen LXII and Emma Cazentre was crowned Teen Miss St. Charles Parish Festival Queen XXV at the festival's 62nd Sweet Soirée held earlier this month at the Ormond Manor Grand Ballroom.



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Amanda and Harper Falcon celebrate Harper's first birthday.



Lynda and Carlette had a fun week at the beach.



Whitney, John, Dominic and Cayenne in Grand Isle.



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Isabella Distefano at move in day at Southeastern.



Korbin and Camden play on the alligator at Cajun Critters in Houma.



Emily sees off Charles for his first day of school.



Megan Troxler was ready for her first day back at school.



Madalyn and Ella Moberley celebrate turning 8 and 6 years old.



Easton plays putt putt at Reunion Lake.



Anthony Distefano at move in day at Nicholls State.



Cowen Johnson has some fun.

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“The Tongue”

The tongue of the wise uses it right,
but the fool does not.
The omnipresence of God is every-
where & behold the good & the bad
the tongue can do.
He sees it all.
The right words from our tongue can
bring joy to someone, but the wrong
words from the fool can bring sadness
& sorrows.
So little tongues be careful
what you say.
Also little hands be
careful what you do.
And little feet be careful where you go.
The Omnipresence of God knows &
sees whatever we do, say or go.
Let us use our tongue wisely.
Amen

Edna Matherne

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Public Notice

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

The St. Charles Parish, Zoning Board of Adjustment will meet on August 19, 2021 at 7:00 p.m. to hear:
NEW CASES:
2021 50 ZBA Darnell Vinnett for a flood elevation of +2.4 ft. NAVD where a Preliminary DFIRM AE +5 ft. NAVD also applies at **16671 Old Spanish Trail, Des Allemands**. Zoning District R-1A(M). Council District 4.
2021 52 ZBA William Bertrand to increase the maximum fence height in the required front yard for **214 Lake Catherine Dr., Luling**. Zoning District R-1A. Council District 2.
2021 53 ZBA Jean-Philip Matherne for a flood elevation of +4 ft. NGVD where a Preliminary DFIRM AE +6 ft. NAVD also applies at **584 G Magnolia Ridge Rd., Boutte**. Zoning District OL. Council District 4.
2021 54 ZBA Sharon A. Silvas for a flood elevation of +1.8 ft. NAVD where a Preliminary DFIRM AE +7 ft. NAVD also applies at **876 Grand Bayou Rd., Des Allemands**. Zoning District OL Council District 4.
2021 55 ZBA Nelda Woodruff for a flood elevation of 3.1 ft. NAVD where a Preliminary DFIRM AE +5 ft. NAVD also applies at **192 Boras Ln., Des Allemands**. Zoning District R-1A(M). Council District 4.
2021 56 ZBA All Star Premier Homes to reduce the required front yard along Belle Lane and vary the driveway requirement for corner lots at **400 Belle Ormond Circle, Destrehan**. Zoning District R-1A. Council District 3.

ALTERNATE DATE: 8/26/21
PUBLISH 8/5, 8/12, 8/19

Public Notice

**PUBLIC NOTICE
STORM DEBRIS MONITORING 2021**

**St. Charles Parish
Request for Proposals**

Sealed Proposals will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested or hand delivered, **no later than 10:00 a.m. local time on Tuesday October 5, 2021**. Promptly thereafter, the Proposals will be publicly opened and read aloud in the Council Chamber of the St. Charles Parish Court House. Submittals shall be made in accordance with Instructions in the Proposal Package furnished by St. Charles Parish. The Parish reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make and award in any manner, consistent with law, deemed in the best interest of the Parish.

The Proposal Package (Forms and Instructions) is available to interested parties with demonstrated experience in executing FEMA reimbursable storm monitoring of disaster debris removal projects. Beginning **Thursday, August 12, 2021** the Proposal Package can be obtained from the St. Charles Parish Contract Monitor's Office located at the Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Office hours are Monday- Friday 8:30 a.m. to 4:00 p.m. Telephone number is 985-331-8604.

A Pre-Proposal Conference to discuss the scope of the work and requirements will be held on **Tuesday, September 14, 2021 at 9:00 A.M.** at the St. Charles Parish Contract Monitor's Office located at the Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance at the Pre-Bid Conference is recommended but not mandatory.

The successful proposer will be required to furnish a Letter of Surety from a company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide. Certificates of Insurance will also be required as specified.

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

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Times Picayune
The Advocate

Thursday, August 12, 2021
Thursday, August 19, 2021
Thursday, August 26, 2021
Thursday, September 2, 2021

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON SEPTEMBER 2, 2021 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

POSTPONED CASES:
2021-11-R requested by **Ida Holmes** for a change of zoning from R-1A to R-2 on approx. 7,725 sq. ft. Lots 3 & 4, Block 3, St. Charles Terrace Annex, **204 Annex Street, New Sarpy**. Council District 6.

NEW CASES:
2021-20-HOP requested by **Catherine Marie Clements** for a home occupation – "Garden & Gifts" – a florist at **203 Santa Cruz Court, Luling**. Zoning District R-1A. Council District 7.

2021-12-R requested by **Helm Developments, LLC** for a change of zoning from M-1 to R-1B and C-2 on 3 acres, Lot J-2A, Plantation Business Campus, **101 Campus Drive East, Destrehan**. Council District 2.

2021-9-MIN requested by **Helm Developments, LLC** for resubdivision of one lot into six, Plantation Business Campus, **101 Campus Drive East, Destrehan**. Zoning District M-1. Council District 2.

2021-10-MIN requested by **Cheryl Mahler, Diane Carter, Richard Hamilton, & Brett Duke** for resubdivision of a portion of the upper half of Lot 23, Fashion Plantation into four lots, **231 Lee Lane, Hahnville**. Zoning District O-L. Council District 1.
2021-11-MIN requested by **Moore New Homes, LLC** for resubdivision of two lots into four, Sq. 2, Unit 6 of Evangeline City Subdivision, **888 & 900 Evangeline Road, Montz**. Zoning District R-1A. Council District 6.

2021-4-ORD Matthew Jewell, Parish President/Dept. of Planning and Zoning an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Section III. Definitions, Section VI. Zoning District Criteria and Regulations, and Section VII. Supplemental use and performance regulations to add language regulating transmission towers in residential zoning districts.

2021-5-ORD Matthew Jewell, Parish President/Dept. of Planning and Zoning an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 to clarify minor and major automotive, commercial vehicle, and equipment uses in commercial and industrial zoning districts.

ALTERNATE DATE: 9/9 PUBLISH: 8/19, 8/26, 9/2

Public Notice

**PUBLIC NOTICE
STORM DEBRIS REMOVAL AND RECOVERY 2021**

**St. Charles Parish
Request for Proposals**

Sealed Proposals will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested or hand delivered, **no later than 10:00 a.m. local time on Tuesday, October 5, 2021**. Promptly thereafter, the Proposals will be publicly opened and read aloud in the Council Chamber of the St. Charles Parish Court House. Submittals shall be made in accordance with Instructions in the Proposal Package furnished by St. Charles Parish. The Parish reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make and award in any manner, consistent with law, deemed in the best interest of the Parish.

The Proposal Package (Forms and Instructions) is available to interested parties with demonstrated experience in executing FEMA reimbursable storm and disaster debris removal projects. Beginning **Thursday, August 12, 2021** the Proposal Package can be obtained from the St. Charles Parish Contract Monitor's Office located at the Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Office hours are Monday- Friday 8:30 a.m. to 4:00 p.m. Telephone number is 985-331-8604.

A Pre-Proposal Conference to discuss the scope of the work and requirements will be held on **Tuesday, September 14, 2021, at 10:00 a.m.** at the St. Charles Parish Contract Monitor's Office located at the Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance at the Pre-Bid Conference is recommended but not mandatory.

The successful proposer will be required to furnish a Letter of Surety from a company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide. Certificates of Insurance will also be required as specified.

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
St. Charles Parish Website
Times Picayune
The Advocate

Thursday, August 12, 2021
Thursday, August 19, 2021
Thursday, August 26, 2021
Thursday, September 2, 2021

Public Notice

**ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, AUGUST 23, 2021,
6:00 P.M., COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:**

2021-0212 (8/9/21, Jewell, G. Gorden)

An ordinance to approve and authorize the execution of a contract with Pintail Contracting Services, LLC for West Bank A Plant Filter Upgrade (Project No. WWKS 97) in the amount of \$394,304.00.

2021-0213 (8/9/21, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with All South Consulting Engineers, LLC., to perform engineering services for Des Allemands Bulkhead (Project No. P210601).

2021-0214 (8/9/21, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Volkert, Inc., to perform engineering services for Evangeline Road & CN Railroad Box Culvert (Project No. P210701).

2021-0220 (8/9/21, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with CSRS, Inc., to perform professional services and consulting services for Judge Edward Dufresne Parkway Extension (Project No. P210706).

2021-0221 (8/9/21, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with C.H. Fenstermaker & Associates, Inc., to perform engineering services for Davis Plantation Subdivision Drainage Analysis (Project No. P210703).

2021-0222 (8/9/21, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Duplantis Design Group (DDG), to perform engineering services for a Des Allemands Boat Launch (Project No. P210705).

2019-0061 (8/9/21, Dufrene)

An ordinance to amend Chapter 7. Article 1 of the St. Charles Parish Code of Ordinances to add regulations to protect adjacent properties from increased runoff when fill is added to any lot of ground, by adding 7-3 "Adjacent Lot Runoff Protection."

PUBLISH: August 12, 19, 2021

Sheriff's Sale

**SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 89190-C
Date: Thursday, July 8, 2021
FINANCE OF AMERICA REVE
RSE LLC**

**VS
ELSIE SANCHEZ CARMOUCHE
Parish of St. Charles
29th Judicial District Court
State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, MAY 3, 2021, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, AUGUST 25, 2021, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THOSE CERTAIN LOTS OF GROUND, situated in the CITY OF ST. ROSE, PARISH OF ST. CHARLES, STATE OF LOUISIANA, in what is known as ST. ROSE GARDENS, and according to a plat of survey by Elbert C. Saunders, C.e., dated July 12, 1927, a copy of which is filed in the Office of the Clerk of Court for the Parish of St. Charles, said lots are designated as Lots 139, through 144, inclusive and according to which said lots adjoin each other and measures each 20 feet front on St. Rose Avenue and have same width in the rear and have varying depths as more fully set forth on the plan of Elbert G. Saunders, C.E. Improvements thereon bear the Municipal No. 330 St. Rose Avenue, St. Rose, Louisiana 70087.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED SIXTEEN THOUSAND ONE HUNDRED THREE AND 09/100 (\$116,103.09) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
**PUBLISH ON: July 22, 2021
August 19, 2021
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
Cris Jackson
935 Gravier Street, Suite 1400
New Orleans, LA 70112
504-581-9444
SCSO-CIV-209-0402**

Sheriff’s Sale

SHERIFF’S SALE
SHERIFF’S OFFICE
Suit No: (45) 84745-E
Date: Thursday, August 5, 2021
DITECH FINANCIAL LLC
VS
YOLANDA BREAUX A/K/A
YOLANDA MARSE
BREAUX A/K/A YOLANDA M.
BREAUX, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, JUNE 27, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, SEPTEMBER 22, 2021, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in St. Charles Parish, Louisiana, Boutte, being a portion of a larger tract referred to a Lot 2 of a subdivision of farm lots 34 and 35, Ellington Plantation, as per survey of E.M. Collier, Surveyor, dated May 18, 1971 a copy of which is attached to an act of sale filed under Entry No. 38987 and paraphred “Ne Varietur” by James P. Vial, Notary Public, to identify same therewith and according to said plan, said lot or portion of ground is designated as LOT 2-A, and commences at a point located 1440 feet S 27 degrees 0’ West of the intersection of the western boundary line of Lot 2 with the south right of way line of U.S. Highway 90 forming the northwest corner of said lot or portion of ground, thence run N 68 degrees 44’ East for a distance of 125 feet, thence run S 27 degrees 0’ West for a distance of 560 feet, thence runs South 68 degrees 44’ West from a distance of 125 feet, thence run N 27 degrees 0’ East for a distance of 560 feet to the point of beginning. All as more fully shown by a survey of Lucien C. Gassen, registered land surveyor, dated March 6, 1987; subject to restrictions, servitudes, rights of way and outstanding mineral rights of record affecting the property. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED SIXTY-ONE AND 64 / 100 (\$144,161.64) DOLLARS, along with interest and attorney’s fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER’S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: August 19, 2021
September 16, 2021
ATTORNEY FOR PLAINTIFF:
Harold E. Cradic
P.O. Box 87379
Baton Rouge, LA 70879
SCSO-CIV-209-0402

Public Notice

Notice: In 1986 all asbestos materials were identified in all school buildings. A management plan was developed for each school as per the Asbestos Hazard Emergency Response Act (AHERA). The management plan is located in a binder in the main office of each school. The binders are available for review upon request.

Since the plan was developed, most of the asbestos has been removed. In a few buildings, some floor tile still remains that contains asbestos. All of the schools meet the health requirements that pertain to the regulation. If you have any questions concerning this topic, please contact Kevin Barney, Director of Physical Plant Maintenance at 985-331-3600 between the hours of 7:00 a.m. and 4:00 p.m.

Publish: August 19 & August 26, 2021

Public Notice

29TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. CHARLES

STATE OF LOUISIANA

NUMBER: P 13070

SUCCESSIONS OF LORRAINE MAE BAUDOUIN

FILED: _____

NOTICE OF APPLICATION FOR AUTHORITY
TO SELL IMMOVABLE PROPERTY AT PRIVATE SALE

NOTICE IS HEREBY GIVEN that Merele Baudouin Estay, the duly appointed, qualified and acting Administratrix of the Succession of Lorraine Mae Baudouin has, pursuant to the provisions of the Louisiana Code of Civil Procedure, article 3281, petitioned this Honorable Court for authority to sell at private sale, for the price of \$150,000.00, the Succession's interest in and to the following described property:

A CERTAIN LOT OR PORTION OF GROUND, together with all buildings and improvements thereon, and any rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Village of Hahnville in the Parish of St. Charles, State of Louisiana, on the right descending bank of the Mississippi River, and being LOT NO. FOUR (4) which is bounded by the Public Road, Shaw, Roselius and Hahn Streets, and which lot measures One hundred Sixteen (16') feet front on an oblique line on the Public Road, by a depth and front on Shaw Street of Two hundred fifty-eight (258') feet, by a width in the rear of One hundred fourteen (114') feet, and by a depth of Two hundred forty-five (245') feet on the line separating said lot from Lot No. ____, the whole as per plan of O. McLeran, C.E., made in 1877.

Municipal Address of 127 Shaw Street, Hahnville, Louisiana 70057.

NOW THEREFORE, in accordance with law, notice is hereby given that Merele Baudouin Estay, the duly appointed, qualified and acting Administratrix of the Succession of Lorraine Mae Baudouin proposes to sell the aforesaid immovable property, at private sale, for the price and upon the terms aforesaid, and the heirs, legatees, and creditors are required to make opposition, if any they have or can, to such sale, within seven (7) days, including Sundays and holidays, from date whereon the last publication of this notice appears.

LANCE MARINO, CLERK OF COURT
29TH Judicial District Court

ATTORNEY: Ronald W. Morrison, Jr.
PUBLICATION: St. Charles Herald Guide (two times)
ADDRESS: 3813 N. Causeway Blvd., Ste: 200
Metairie, LA 70002
TELEPHONE: (504) 831-2348

Publish: August 12 & 19, 2021

29TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. CHARLES

STATE OF LOUISIANA

NUMBER: P 12,765

SUCCESSIONS OF NOELIE CHAMPAGNE BAUDOUIN, wife of and
EDWIN BAUDOUIN, SR.

FILED: _____

NOTICE OF APPLICATION FOR AUTHORITY
TO SELL IMMOVABLE PROPERTY AT PRIVATE SALE

NOTICE IS HEREBY GIVEN that Merele Baudouin Estay, the duly appointed, qualified and acting Administratrix of the Successions of Noeie Champagne Baudouin and Edwin Baudouin, Sr., has, pursuant to the provisions of the Louisiana Code of Civil Procedure, article 3281, petitioned this Honorable Court for authority to sell at private sale, for the price of \$150,000.00, the Successions' undivided whole interest in and to the following described property:

A CERTAIN LOT OR PORTION OF GROUND, together with all buildings and improvements thereon, and any rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Village of Hahnville in the Parish of St. Charles, State of Louisiana, on the right descending bank of the Mississippi River, and being LOT NO. FOUR (4) which is bounded by the Public Road, Shaw, Roselius and Hahn Streets, and which lot measures One hundred Sixteen (16') feet front on an oblique line on the Public Road, by a depth and front on Shaw Street of Two hundred fifty-eight (258') feet, by a width in the rear of One hundred fourteen (114') feet, and by a depth of Two hundred forty-five (245') feet on the line separating said lot from Lot No. ____, the whole as per plan of O. McLeran, C.E., made in 1877.

Municipal Address of 127 Shaw Street, Hahnville, Louisiana 70057.

NOW THEREFORE, in accordance with law, notice is hereby given that Merele Baudouin Estay, the duly appointed, qualified and acting Administratrix of the Successions of Noeie Champagne Baudouin and Edwin Baudouin, Sr., proposes to sell the aforesaid immovable property, at private sale, for the price and upon the terms aforesaid, and the heirs, legatees, and creditors are required to make opposition, if any they have or can, to such sale, within seven (7) days, including Sundays and holidays, from date whereon the last publication of this notice appears.

LANCE MARINO, CLERK OF COURT
29TH Judicial District Court

ATTORNEY: Ronald W. Morrison, Jr.
PUBLICATION: St. Charles Herald Guide (two times)
ADDRESS: 3813 N. Causeway Blvd., Ste: 200
Metairie, LA 70002
TELEPHONE: (504) 831-2348

Publish: August 12 & 19, 2021

Public Notice

PUBLIC NOTICE

Notice is hereby given of the availability of federal funds through the Bureau of Justice Assistance housed in the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). The Louisiana Commission on Law Enforcement (LCLE) administers and allocates these funds through the Jefferson Parish Criminal Justice Coordinating Council (CJCC) & Metropolitan District Law Enforcement Planning and Action Commission (METLEC). The total amount available to the CJCC & METLEC in FY2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds is \$231,004. If interested in this competitive opportunity:

The complete Notice of Funding Opportunity, application materials and instructions for submitting proposals may be obtained from the Louisiana Commission on Law Enforcement (LCLE) website <http://www.lcle.la.gov/programs/funding.asp>. Complete guidelines & instructions for applying may be obtained from the Jefferson Parish Community Justice Agency: Ronald E. Lampard, Director, District 7 – Jefferson CJCC / Metropolitan District, 1221 Elmwood Park Blvd., Suite 607, Jefferson, LA 70123-2337, (504) 736-6844.

The deadline for submitting is: September 20, 2021, no later than 4:00 pm. Proposals will be considered for approval at the CJCC & METLEC Board meetings (date and time to be determined) which will be held at the Joseph S. Yenni Bldg., 1221 Elmwood Park Blvd., Jefferson, LA 70123. Representatives of agencies under consideration will be required to attend these meetings in order to receive funding.

Publish: August 19, 2021

Public Notice

Monday, July 12, 2021
Council Chambers

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

PRESENT:

Major Sam Zinna, Sheriff's Office Representative
Chief Tommy Barreca, Council Representative
Armond Bourque, Parish President's Representative
EMS Director Michael Guillot, St. Charles Hospital Representative
Major Donnie Smith, Sheriff's Office Representative
Amber Walsh, Minute Clerk

ABSENT:

Captain Johnny Bourgeois, Firemen's Association
Chief Oliver Dufrene, Firemen's Association

IN ATTENDANCE:

Ravenel Mixon / 9-1-1 Director
Amanda Pertuis / 9-1-1 Assistant Director

CALL TO ORDER:

Maj. Zinna called the Monday, July 12, 2021 meeting of the Board of Commissioners of the St. Charles Parish Communications District to order at 5:02 p.m., which was held in the Council Chambers.

SILENT PRAYER & PLEDGE:

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

Motion was made by Mr. Bourque and seconded by Maj. Smith approving minutes of the meeting held on Monday, June 14, 2021.

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

REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES:

A. SECRETARY/TREASURER REPORT:

No invoices were submitted.

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

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

C. 9-1-1 CENTER EXPANSION COMMITTEE

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

UNFINISHED OLD BUSINESS:

NONE

NEW BUSINESS:

A. Motion was made by Chief Barreca and seconded by Mr. Guillot to approve the annual maintenance service agreement for the Standby Generator at the Bayou Gauche Tower with Taylor Power Systems in the amount of \$1,420.00 for the Agreement Period of August 2021 to August 2022.
YEAS: ZINNA, BARRECA, BOURQUE, GUILLOT, SMITH
NAYS: NONE
ABSENT: BOURGEOIS, DUFRENE
Motion carried.

ANNOUNCEMENTS:

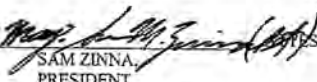
Maj. Zinna announced that there will be a 9-1-1 Center Open House on Thursday, September 23rd from 11:00 a.m. to 4:00 p.m.

The next regular meeting will be held Monday, August 9, at 5:00 p.m. at the 9-1-1 Communications Center.

Motion to adjourn was made by Mr. Bourque and seconded by Maj. Smith.
YEAS: ZINNA, BARRECA, BOURQUE, GUILLOT, SMITH
NAYS: NONE
ABSENT: BOURGEOIS, DUFRENE
Motion carried.

There being no further business Maj. Zinna adjourned the meeting at 5:14 p.m.

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE,

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

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

Publish: August 19, 2021

Sheriff’s Sale

SHERIFFS SALE
SHERIFF’S OFFICE
Suit No: (45) 86370-D
Date: Thursday, August 5, 2021
REVERSE MORTGAGE SOLU-
TIONS, INC.
VS
THE SUCCESSION OF THOMAS
LEMAIRE A/K/A THOMAS
LEMAIRE
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, JULY 3, 2019, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, SEPTEMBER 22, 2021, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in any wise appertaining situated in or near the Town of Luling, Parish of St. Charles, State of Louisiana, and being located in DAVIS HEIGHTS SUBDIVISION, which is a subdivision of a portion of the former Davis Plantation near Luling, St. Charles Parish, Louisiana, in Section 25, T 13JS, R 21 E, as per map by E.M. Collier, Surveyor, dated March 6, 1963, revised December 3, 1964 and again revised December 23, 1964, a copy of which is on file in the office of the Clerk of Court of St. Charles Parish for reference. According to the above referred to map by E.M. Collier, the lot of ground conveyed herein is designated as LOT 17 of BLOCK “G”, and has a width fronting on Evelyn Drive of Seventy-One Feet (71f), a depth between equal and parallel lines of one hundred ten feet (110’), with a width in the rear of seventy-one feet (71’). Lot 17 of Block “G” forms the corner of Evelyn Drive and Nola Street. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED TWENTY-TWO AND 45 / 100 (\$146,622.45) DOLLARS, along with interest and attorney’s fees and all other costs including my own costs and charges. TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER’S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH
PUBLISH ON: August 19, 2021
September 16, 2021
ATTORNEY FOR PLAINTIFF:
COREY GIROIR
13541 RIGER BEND ROAD
BATON ROUGE, LA 70879
SCSO-CIV-209-0402

Public Notice



St. Charles Parish
PROCUREMENT



MATTHEW JEWELL
(PARISH PRESIDENT)



DAVID FERRARO
PROCUREMENT OFFICE

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:
11:00 A. M., THURSDAY, September 09, 2021

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3400, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3rd FLOOR PARISH PRESIDENT’S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT:
<https://www.centralbidding.com> PROMPLY THEREAFTER, THE BID(S) WILL BE PUBLICLY OPENED AND READ ALOUD ON THE 2ND FLOOR IN THE PARISH COUNCIL CHAMBERS OF THE ST. CHARLES PARISH COURTHOUSE. FOR: BID #X-21-465

X-21-465 - WESTERN GEAR BOX 280PMR480 (OR APPROVED EQUIAL) (1 or more)

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

**BID SHOULD BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE:
“DENOTING APPROPRIATE BID ITEM”**

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

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
August 19, 2021
August 26, 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 CPI 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:

Murray Development, LLC (Mule Subd.) Lot E Blk. 1 (31 Mary St.) Nature of violation: Grass cutting & removal of debris
Estate of Jeffrey Johnson (Natis Subd.) Lot 20 (1381 Paul Frederick Dr.) Nature of violation: Grass cutting & removal of debris
Lena M. Matherne (Oak Ridge Park) Lot 62 Blk. C (1120 Kinler St.) Nature of violation: Grass cutting & removal of debris
Barrios Builders, LLC (Addn. to Gassen) Lot 57 Blk. 3 (1008 Gassen St.) Nature of violation: Grass cutting & removal of debris
Birdie Bee LLC (Paul Mallard) Lot 16 (738 Paul Maillard) Nature of violation: Grass cutting & removal of debris
Clarence Gross (Flaggville Subd.) Lot A15 Blk. 15 (646 Courthouse Lane) Nature of violation: Grass cutting & removal of debris
Claudine Hampton Baron Reed (Gassen Subd. Addition) Lot 55 Blk. 3 (1004 Gassen St.) Nature of violation: Grass cutting & removal of debris
Linda Revader Green (Oak Ridge Park) Lot 48 Blk. D (1018 Paul Frederick Dr.) Nature of violation: Grass cutting & removal of debris
Linda Revader Green (Oak Ridge Park) Lot 52 Blk. D (1028 Paul Frederick) Nature of violation: Grass cutting & removal of debris
TNB Constructors LLC (Boutte Estates) Lot B2 (454 Boutte Estates Dr.) Nature of violation: Grass cutting & removal of debris
Estate of Jeffrey Johnson (Natis Subd.) Lot 20 (1391 Paul Frederick Dr.) Nature of violation: Grass cutting & removal of debris
Stephanie L. Clay (Luling Estates) Lot 19 Blk. C (1173 Luling Estates Dr.) Nature of violation: Grass cutting & removal of debris
Earl Gordon (Luling Estates Dr.) Lot 28 Blk. C (1140 Luling Estates Dr.) Nature of violation: Grass cutting & removal of debris
Melvin Honor Lot 1 Blk. 90 (470 Alexander St.) Nature of violation: Grass cutting & removal of debris
Cora Sandolph Honor 425 Alexander St. Nature of violation: Grass cutting & removal of debris
Letitia Ann Mott (Oak Ridge Park) Lot 20 Blk. F (1337 Paul Frederick Dr.) Nature of violation: Grass cutting & removal of debris
Letitia Ann Mott (Oak Ridge Park) Lot 20 Blk. F (1343 Paul Frederick Dr.) Nature of violation: Grass cutting & removal of debris
Cedric Jemal Robinson (Oak Ridge Park) Lot 16A Blk. G (1316 Paul Frederick Dr.) Nature of violation: Grass cutting & removal of debris
Theresa Ann Charles (Booker T. Washington) Lot 18 (418 S. Kinler St.) Nature of violation: Grass cutting & removal of debris
Alendyea Simmons (Booker T. Washington) Lot 7 (524 S. Kinler St.) Nature of violation: Grass cutting & removal of debris
Louis D. Fouce (Dupre Tract) Lot 3220 (11414 River Road) Nature of violation: Grass cutting & removal of debris
Mildred (Griffin) Hall, ETALS (Booker T. Washington) Lot 6 (532 S. Kinler St.) Nature of violation: Grass cutting & removal of debris
Douglas Turner (Boutte Estates) Lot B7 (426 Boutte Estates Dr.) Nature of violation: Grass cutting & removal of debris

Danny Ray Morris (Oak Ridge Park)
Lot 32 Blk. D (908 Paul Frederick Dr.)
Nature of violation: Grass cutting & removal of debris

Mohammed W. Nabat (Keller Acres)
Lot 3 Blk. 2 (15683 River Road)
Nature of violation: Grass cutting & removal of debris

Anthony Bellow (Hahnville-Levee Side)
Lot 20 Blk. L (15640 River Road)
Nature of violation: Grass cutting & removal of debris

Gore St. Charles LLC (Viteoria Plnt.)
Lot 3106 (14296 River Road)
Nature of violation: Grass cutting & removal of debris

Evelyn & Joan Fotiades (Prospect Pltn.)
Lot 9 Blk. 9 (14610 River Road)
Nature of violation: Grass cutting & removal of debris

Denaud G. Roudoze (Keller Acres)
Lot 2 Blk. E (422 Julia St.)
Nature of violation: Grass cutting & removal of debris

Yun Jiang Zuo (Victoria Acres)
Lot 7 (14400 River Road)
Nature of violation: Grass cutting & removal of debris

Edward Franklin (Preston Hollow)
Lot Blk. E (429 Mockingbird Lane)
Nature of violation: Grass cutting & removal of debris

Alex M. Louque (McCutcheon Prop.)
Lot 1AG1 Blk. 1 (136 Cali Lane)
Nature of violation: Grass cutting & removal of debris

Gore-St. Charles L.L.C. (Prospect Pltn.)
Lot 3107 (624 Ninth St.)
Nature of violation: Grass cutting & removal of debris

Arles O. Acosta (McCutcheon Prop.)
Lot 3AH1 Blk. 1 (162 Cali Lane)
Nature of violation: Grass cutting & removal of debris

Yeti Holding L.L.C. c/o India Maxwell (Fairview Comm.)
Lot B-1 (10352 River Road)
Nature of violation: Grass cutting & removal of debris

Melvyn T. Duplantis (Hahnville Jr. High Village)
Lot A4 (131 Keller St.)
Nature of violation: Grass cutting & removal of debris

United Ocean Shipping, Inc. (Hahnville Levee Side)
Lot 9 Blk. L (15520 River Road)
Nature of violation: Grass cutting & removal of debris

Hazel Dallon (Home Place Pltn.)
Lot 26 Blk. 2 (400 Pioneer Dr.)
Nature of violation: Grass cutting & removal of debris

Sandra Tinney Phillips (Magnolia Ridge)
Lot 77B (242 Magnolia Ridge Road)
Nature of violation: Grass cutting & removal of debris

Thomas Hill (Luling Heights)
Lot 41 (110 Barton Ave.)
Nature of violation: Grass cutting & removal of debris

PUBLISH: August 19, 2021

Public Notice

PUBLIC NOTICE
Solid Waste Collection 2021
St. Charles Parish

Request for Statements of Qualifications and Cost Proposals

Sealed Proposals will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested or hand delivered, **no later than 10:00 a.m. local time on Thursday, October 7, 2021.** Promptly thereafter, the Proposals will be publicly opened and read aloud in the Council Chamber of the St. Charles Parish Court House. Submittals shall be made in accordance with Instructions in the Proposal Package furnished by St. Charles Parish. The Parish reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make and award in any manner, consistent with law, deemed in the best interest of the Parish.

The Proposal Package (Forms and Instructions) is available to interested parties with preferably 5 years’ of experience and at least a minimum of 3 years’ experience. Beginning **Thursday, August 19, 2021** the Proposal Package can be obtained from the St. Charles Parish Contract Monitor’s Office located at the Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana.** Office hours are Monday – Friday 8:30 a.m. to 4:00 p.m. Telephone number is 985-331-8604.

A Pre-Proposal Conference to discuss the scope of the work and requirements will be held on **Thursday, September 16, 2021 at 10:00 a.m.** at the St. Charles Parish Contract Monitor’s Office located at the Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana.** Attendance at the Pre-Bid Conference is recommended but not mandatory.

The successful proposer will be required to furnish a Letter of Surety from a company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best’s Key Rating Guide. Certificates of Insurance will also be required as specified.

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates
St. Charles Herald Guide
St. Charles Parish Website
Times Picayune
The Advocate

Thursday, August 19, 2021
Thursday, August 26, 2021
Thursday, September 2, 2021
Thursday, September 9, 2021

Public Notice

PUBLIC NOTICE
STORM DEBRIS DISPOSAL 2021

St. Charles Parish
Request for Proposals

Sealed Proposals will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested or hand delivered, **no later than 10:00 a.m. local time on Tuesday, October 5, 2021.** Promptly thereafter, the Proposals will be publicly opened and read aloud in the Council Chamber of the St. Charles Parish Court House. Submittals shall be made in accordance with instructions in the Proposal Package furnished by St. Charles Parish. The Parish reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make and award in any manner, consistent with law, deemed in the best interest of the Parish.

The Proposal Package (Forms and Instructions) is available to interested parties operating qualified Type III landfills that have sufficient area for a Temporary Disposal Storm Reduction Site (TDSRS) within the facility or be otherwise permitted by LDEQ to handle daily deliveries, store, and reduce storm debris by at least 50% weight and 50% volume in accordance with LA R.S. 30:2413.1, and then eventually serve as final disposal site. Beginning **Thursday, August 12, 2021** the Proposal Package can be obtained from the St. Charles Parish Contract Monitor's Office at the Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana.** Office hours are Monday-Friday 8:30 a.m. to 4:00 p.m. Telephone number is 985-331-8604.

A Pre-Proposal Conference to discuss the scope of the work and requirements will be held on **Tuesday, September 14, 2021 at 11:00 a.m.** at the St. Charles Parish Contract Monitor's Office located at the Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana.** Attendance at the Pre-Bid Conference is recommended but not mandatory.

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St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
St. Charles Parish Website
Times Picayune
The Advocate

Thursday, August 12, 2021
Thursday, August 19, 2021
Thursday, August 26, 2021
Thursday, September 2, 2021

Public Notice

ST CHARLES PARISH HOSPITAL SERVICE DISTRICT NO 1

The Board of Commissioners of St. Charles Parish Hospital Service District, Parish of St. Charles, State of Louisiana met for a regular Board of Commissioners' meeting on April 28, 2021, at 2 00 PM. Following the Pledge of Allegiance, it was noted the following Board Members were present: Mr. Jake Lemmon, Mrs. Karen Raymond, Mr. Timothy Vial, Mr. William Sirmon and Mrs. Pamela Smith. Absent: None.

Mr. Jake Lemmon announced Public Hearing and requested anyone wishing to address the Board on any of the agenda items for today's meeting to please speak now. There being none, after three (3) announcements, the Public Hearing was closed.

Under Special Business, Mr. Keith Dacus announced the special recognition. Dr. Victoria Smith recognized the Provider of the Month for February 2021 as Dr. Kimberly Dalmau, Gastroenterology. Dr. Smith stated Dr. Dalmau has helped to grow the GI program and breaks records monthly and is recognized on surveys. Mr. Jarrett Fuselier recognized Ms. Orié Tregre, RN Infusion as the Employee of the Month for February 2021. Mr. Fuselier stated Ms. Tregre's patients love her, she reaches out to patients daily and we couldn't ask for a better employee. Mr. Fuselier recognized the Department of the Month for March 2021 as Rehab Services. Mr. Fuselier stated the Rehab department consistently has patient experience scores above 90%, the employees are committed to their patients and do a great job. Dr. Victoria Smith recognized the Provider of the Month for March 2021 as Dr. David Klibert, Primary Care at PVMO. Dr. Smith stated Dr. Klibert excels in patient experience, quality and values. Dr. Smith also stated Dr. Klibert is the site lead at PVMO and is honored to recognize him. Mr. Jeff Edge recognized Mr. Adam Landry as the Leader of the Quarter for Q1 2021. Mr. Edge stated Mr. Landry works tirelessly behind the scenes and is always stepping up. Mr. Edge stated that he was privileged to recognize Mr. Landry for all his hard work with COVID and six weather events last year.

Mr. Jake Lemmon thanked the members of the community for the bond approval on behalf of himself and the board.

Mr. Jake Lemmon entertained a motion to enter Executive Session for discussing Strategic Planning and/or Personnel issues. It was motioned by Raymond seconded by Sirmon to enter Executive Session at 2 09 PM for the purpose previously stated.

For: Lemmon, Raymond, Vial, Sirmon and Smith
Against: None

It was motioned by Raymond seconded by Vial to return to regular session at 3 08 PM.

For: Lemmon, Raymond, Vial, Sirmon and Smith
Against: None

The Board of Commissioners' Minutes from the March 31, 2021 meeting were presented. There being no revisions, it was motioned by Sirmon seconded by Vial to approve the March 31, 2021 Board of Commissioners' minutes as presented.

For: Lemmon, Raymond, Vial, Sirmon and Smith
Against: None

Dr. Brian Brogle, Chief of Medical Staff, presented the Medical Staff Report from the April 6, 2021 Meeting. It was motioned by Raymond seconded by Smith to approve the Medical Staff Executive Committee Report from the March 2, 2021 Meeting as presented.

For: Lemmon, Raymond, Vial, Sirmon and Smith
Against: None

Dr. Brogle reported that all credential files were thoroughly reviewed by the appropriate physician members prior to the meeting. Files were reviewed for licensure, challenges or relinquishments to licensure, training, education, current competence, proof of professional malpractice insurance, and claims history. It was motioned by Smith seconded by Raymond to approve the following credentials as presented: There were seven new physicians: Adam Arcement, MD – Emergency Medicine, Priscilla Becnel, MD – Hospital Medicine, Abby Gandolfi, MD – Internal Medicine, Tuan Nguyen, MD – Hospital Medicine, Ashley Pastore, MD – Emergency Medicine, Addy Reine, MD – Hospital Medicine, Joy Rosenblatt, MD – Emergency Medicine, two new telemedicine physicians: Brett Martin, MD – Radiology, Bala Prakash, MD – e-ICU, two new advanced practice providers: Melanie Hochman, NP – Transplant-Infusion, Barbara Hubbell, NP – Hospital Medicine, four resignations: Gordon Downie, MD – e-ICU, Oksana Numkevych, MD – Nephrology, Michael Nissenbaum, MD – TeleRadiology, Richard Ramsay, MD – TeleNeurology, six provisional reviews: Supriya Donthamesetty, DO – Pathology, Hassan Fares, MD – Internal Medicine, Laura Finn, MD – Hematology/Oncology, Matthew Lafleur, MD – Radiology, Carl Scherer, MD – Radiology, Tommy Weaver, MD – Radiology, and ten reappointments: Benjamin Bailey, MD – Internal Medicine/Psychiatry, Lauren Davezac, MD – Emergency Medicine, Anshu Duggal, MD – Radiology, Laura Finn, MD – Hematology/Oncology, Renee Meadows, MD – Hospital Medicine, Sumanth Punukollu, MD – Emergency Medicine, Adam Harris, MD – Radiology, Vibhu Kapoor, MD – Radiology, Kayleigh Bimet, PA – Orthopedics, Gabrielle Weyer, NP – Nephrology, FPPE and OPPE. Emergency Medicine, Hospital Medicine, Nephrology.

For: Lemmon, Raymond, Vial, Sirmon and Smith
Against: None

The Nursing Report was provided by Mr. Jarrett Fuselier. Dr. Victoria Smith and Mr. Jeff Edge. Mr. Fuselier presented Prove Our Value: Quality, HCAHPS, EDCAHPS, Ambulatory and Outpatient Diagnostics. Dr. Victoria Smith presented Prove Our Value: Medical Practice, Serve More Patients

data and the Primary Care Goals/Metrics. Mr. Jeff Edge presented Serve More Patients: Physician Updates and St. Charles Clinic Unique Patients by Care Type.

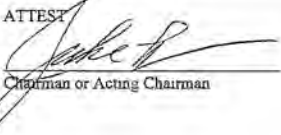
The Safety Committee Report from the November 24, 2020 Meeting was reviewed and it was motioned by Smith seconded by Raymond to approve the November 24, 2020 Safety Committee Report as presented.

Ms. Tara Allemen presented the Finance Report: YTD and MTD Statistical Graph, YTD and MTD Financial Graphs, Financial Summary Statistical Report, Surgery Report, Cash Receipts Report and Infusion Update for the month of March were presented.

The Chief Executive Officer's Report followed. Mr. Keith Dacus gave the Moment of Quality, a patient on the behavioral health unit stated that for the Easter holiday they were provided an entire meal and celebration and were very grateful to the staff. Also, a patient on the Med-Psych Unit stated he was given a birthday celebration and it was the first birthday he remembers celebrating. Mr. Dacus also presented the Community Outreach topic, including the Volunteer Services/Auxiliary/Community Outreach/Synergy Important Dates.

Mr. Lemmon stated being no announcements, the next scheduled Board of Commissioners' Meeting is May 26, 2021 at 2 00 PM.

There being no further business, it was motioned by Vial seconded by Raymond to adjourn. The motion carried, and the meeting adjourned at 3 29 PM.

ATTEST

Chairman or Acting Chairman


Secretary

Publish: August 19, 2021

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF JULY 26, 2021, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish
Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish-la.gov

St. Charles Parish

Meeting Minutes

Parish Council

Final

Council Chairman Marilyn B. Bellock

Councilmembers Beth A. Billings, Holly Fonseca,
La Sandra Darenbourg Gordon, Mary K. Clulee, Dick Gibbs,
Nicky Dufrene, Bob Fisher, Julie Fisher-Perrier

Monday, July 26, 2021

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present

7 – Beth A. Billings, La Sandra Darenbourg Gordon, Mary K. Clulee, Dick Gibbs,
Nicky Dufrene, Marilyn B. Bellock, and Bob Fisher

Absent

2 – Holly Fonseca, and Julie Fisher-Perrier

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Cuhns, Deputy Chief
Administrative Officer Billy Raymond, 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, Public Works Assistant Director Brandon Bernard, Wastewater Assistant
Director David deGeneres, Planning & Zoning Director Michael Albert, Grants Officer
Carla Chlasson, Dayna Parker, Personnel Officer, Eric Zurcher, Public Information Office

CALL TO ORDER

Meeting called to order at 6:03 pm.

PRAYER / PLEDGE

Reverend Marilyn Diggs
Mount Zion Community Church, Boutte

APPROVAL OF MINUTES

A motion was made by Councilmember Fisher, seconded by Councilmember
Billings, to approve the minutes from the regular meeting of June 21, 2021. The
motion carried by the following vote:

Yea: 7 – Billings, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 – Fonseca and Fisher-Perrier

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2021-0202

In Recognition: Joseph Perilloux, Jr., 100th Birthday

Sponsors: Mr. Fisher

Read

2021-0203

In Recognition: Madalin Costella, Girl Scout Gold Award

Sponsors: Mr. Jewell

Read

2021-0204

In Recognition: Tatum Dugas, Girl Scout Gold Award

Sponsors: Mr. Jewell

Read

2021-0206

In Recognition: Remi Melo, Girl Scout Gold Award

Sponsors: Mr. Jewell

Read

2021-0205

In Recognition: Kennedy Ertel, Girl Scout Gold Award

Sponsors: Mr. Jewell

Read

2021-0194

Proclamation: "Vehicular/Heatstroke Awareness Month"

Sponsors: Ms. Clulee

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2021-0189

Civil Service Board/Personnel Office

Dayna Parker, Personnel Officer

Reported

2021-0190

Parish President Remarks/Report

Sponsors: Mr. Jewell

Councilwoman Darenbourg Gordon spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Public Works/Wastewater Director Miles Bingham spoke on the matter.
Chairman Bellock spoke on the matter.

Director of Communications/Public Information Officer Samantha de Castro spoke
regarding the Parish's new website.
Chairman Bellock spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION 8 OF THE HOME RULE CHARTER, CHAIRMAN BELLOCK AUTHORIZED THAT THE ORDINANCE, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, IS TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING & ADOPTION TO BE HELD AT THE PUBLIC MEETING ON MONDAY, AUGUST 9, 2021, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2021-0189

An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47:1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Council on Aging Program (2); Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish.

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on August 9, 2021

IN ACCORDANCE WITH ARTICLE IV, SECTION 8 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, AUGUST 9, 2021, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2021-0191

An ordinance approving and authorizing the execution of Change Order No. 1 (final) for the East Bank Transmission Line Repair/Replacement Project No. WVK5 101 to increase the contract amount by \$130,590.28, and to increase the contract time by one hundred sixty (160) days.

Sponsors: Mr. Jewell and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on August 9, 2021

2021-0192

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform all necessary testing services for the 5th Street Drainage Improvements Project (Parish Project No. P190506).

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 9, 2021

2021-0193

An ordinance to approve and authorize the execution of a contract with LA Contracting Enterprise, LLC, of Thibodaux, LA, for the St. Charles Parish Memorial Plaza Project (Parish Project No. CMPK0418) located at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne, Luling, LA, in the amount of \$1,399,825.00.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on August 9, 2021

2021-0196

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 20-7-6, which approved the Engineering Services Agreement with Principal Engineering, Inc., for providing all necessary services for the 2020 East Bank Master Drainage Plan (MDP) (Parish Project No. P200601).

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 9, 2021

2021-0201

An ordinance approving a Donation by St. Charles Parish to Entergy Louisiana, L.L.C. its successors and assigns to the Bayou Gauche Fire Department, in Des Allemands, Louisiana.

Sponsors: Mr. Jewell and Department of Legal Services

Publish/Scheduled for Public Hearing to the Parish Council on August 9, 2021

2021-0207

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc. for the testing of Parish Project No. P210302 Asphalt Pavement Maintenance.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 9, 2021

2021-0208

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 20-7-7, which approved the Engineering Services Agreement with T. Baker Smith, LLC., for providing all necessary services for the 2020 West Bank Master Drainage Plan (MDP) (Parish Project No. P200602).

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 9, 2021

2021-0209

An ordinance approving and authorizing the execution of Change Order No. 002 for Parish Project No. S190901, Destrehan Wastewater Treatment Plant (UV Replacement), resulting in a decrease of \$10,000.00 in contract price.

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

Publish/Scheduled for Public Hearing to the Parish Council on August 9, 2021

2021-0210

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Appendix A, as amended, Section XIII., C., 7.d. and Section XIII., E., 3. and Section XX., D., 5.a.5. and Section XXIV, Fees to provide for recordation of variances with the Clerk of Court.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on August 9, 2021

2021-0211

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Appendix A, as amended, Section VI. in order to permit transmission towers in the OL zone as a Special Exception and in the R-1A, R-1A(M), R-1B, R-1M, and R-2 zoning districts as a Special Permit Use.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on August 9, 2021

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2021-0173

An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Appendix C, Subdivision Regulations of 1981, Section IV. Design standards. B. Sewer Systems. 3. Acceptance Test to include new language for testing of new wastewater infrastructure.

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

Reported:
Public Works/Wastewater Department Recommended: Approval
Wastewater Assistant Director David deGeneres spoke on the matter.
Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier

Enactment No: 21-7-1

2021-0182

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 20-7-8 which approved a contract for Engineering Services between Meyer Engineering, Ltd. and St. Charles Parish for Phase 2 for the 2020 West Bank Sewer Master Plan, Project No. S200603.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Wastewater Assistant Director David deGeneres spoke on the matter.
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier

Enactment No: 21-7-2

2021-0184

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 20-7-9 which approved a contract for Engineering Services between Kyle Associates, LLC and St. Charles Parish for Phase 2 for the 2020 East Bank Sewer Master Plan (Destrehan Plant System), Project No. S200601.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Wastewater Assistant Director David deGeneres spoke on the matter.
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier

Enactment No: 21-7-3

2021-0185

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 20-7-10 which approved a contract for Engineering Services between Linfield, Hunter & Junius, Inc. and St. Charles Parish for Phase 2 for the 2020 Luling Oxidation Pond Sewer Master Plan, Project No. S200602.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Wastewater Assistant Director David deGeneres spoke on the matter.
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier

Enactment No: 21-7-4

2021-0169

An ordinance to amend the 2021 Consolidated Operating and Capital Budget, Amendment No. 3, to add revenues totaling \$5,157,026 for the American Rescue Plan Act relief and apply these funds to Fund 401 (Wastewater) improvements other than buildings for the following projects: New Sarpy Booster Lift Station totaling \$1,800,000, install ten generators and transfer switches at various lift stations totaling \$1,526,000; Major repairs for pipe lining old sewer lines throughout the Parish totaling \$1,632,000, as well as \$200,000 for Architectural/Engineering for the New Sarpy Booster Lift Station.

Sponsors: Mr. Jewell and Department of Finance

Reported:
Finance Department Recommended: Approval
Chairman Bellock spoke on the matter.
Finance Director Grant Dussan spoke on the matter.
Wastewater Assistant Director David deGeneres spoke on the matter.
Public Hearing Requirements Satisfied

Council Discussion

Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier

Enactment No: 21-7-5

2021-0167

An ordinance to amend the 2021 Consolidated Operating and Capital Budget, Amendment No. 4, to add revenues and transfers totaling \$27,792,982, accumulated fund balance of \$58,452,391 and expenditures, including transfers, totaling \$79,427,823 for all Governmental Funds for the purpose of adjusting beginning 2021 fund balances across all funds to match ending 2020 Final Budget balances and to re-apply various construction, architectural/engineering, and other fees unexpended in 2020 for Parish projects that were not completed during 2020 and apply them to 2021.

Sponsors: Mr. Jewell and Department of Finance

Reported:
Finance Department Recommended: Approval
Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier

Enactment No: 21-7-6

2021-0168

An ordinance to amend the 2021 Consolidated Operating and Capital Budget, Amendment No. 5, to recognize anticipated additional sales tax revenue based upon current receipts. The Parish is forecasting an additional 2% increase in collections over 2020 total collections thus this amendment will recognize \$2,763,544 Sales Tax Revenue for the General Fund and apply this total as follows: \$950,000 transferred to Roads and Drainage for capital improvements \$1,810,000 transferred to Recreation or Improvements other than buildings and architectural and engineering fees; and to allocate the additional sales tax collected in 2020 for the General Fund totaling \$937,216 (reflected in amendment #4), transfer this to Recreation via \$500,000 for the new Dog Park and \$400,000 for West Bank Bridge Park Upgrades. This amendment will also recognize the anticipated Gulf Restore Bill Grant for \$1,841,115, which is being applied to the West Bank Boat Launch as well as \$800,000 in grant revenue from the Louisiana Department of Treasury and applying \$500,000 of this amount to St. Charles Parish drainage improvements for Fund 112.

Sponsors: Mr. Jewell and Department of Finance

Reported:
Finance Department Recommended: Approval
Public Hearing Requirements Satisfied

Council Discussion

Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier
Enactment No: 21-7-7

2021-0186

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the South Central Planning & Development Commission for Building Code Plan Review and Inspections.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval

Public Hearing Requirements Satisfied

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

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier
Enactment No: 21-7-8

RESOLUTIONS

2021-0197

A resolution to approve and authorize the execution of a letter by St. Charles Parish approving McKim & Creed, Inc. as assignee in title of GSA Consulting Engineers, Inc. in connection with the Contract for Engineering Services with GSA Consulting Engineers, Inc. for the Luling Oxidation Pond Rehab. & Upgrade.

Sponsors: Mr. Jewell and Department of Legal Services

Reported:
Legal Services Department Recommended: Approval
Public comment opened: no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 7 - Billings, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier
Enactment No: 6571

2021-0198

A resolution to approve and authorize the execution of a letter by St. Charles Parish approving McKim & Creed, Inc. as assignee in title of GSA Consulting Engineers in connection with the Engineering Services Contract with GSA Consulting Engineers, for the East Bank C Plant Filter Upgrade (WWKS 96).

Sponsors: Mr. Jewell and Department of Legal Services

Reported:
Legal Services Department Recommended: Approval
Public comment opened: no public comment

Council Discussion
Public Works/Wastewater Director Miles Bingham spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 7 - Billings, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier
Enactment No: 6572

2021-0200

A resolution supporting the application for funding of the Judge Edward Dufresne Parkway Extension Project Phase I through the Economic Development Administration's American Rescue Plan funding opportunity.

Sponsors: Mr. Jewell and Grants Office

Reported:
Grants Office Recommended: Approval
Public comment opened: no public comment

Council Discussion
Parish President Matthew Jewell spoke on the matter.
Grants Officer Carla Chasson spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 7 - Billings, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier
Enactment No: 6573

APPOINTMENTS

2021-0183

A resolution to appoint Mr. Brett Terrebbonne to the St. Charles Parish Civil Service Board.

VOTE ON THE APPOINTMENT OF MR. BRETT TERREBONNE

Yea: 7 - Billings, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier
Enactment No: 6574

2021-0187

A resolution to appoint a member to the St. Charles Parish Civil Service Board.

Councilmembers present nominated Ms. Sara Champion

Nomination(s) Accepted

A motion was made by Councilmember Fisher, seconded by Councilmember Billings, to Close Nomination(s) for File No. 2021-0187. The motion carried by the following vote:

Yea: 7 - Billings, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier
Enactment No: 6575

2021-0188

A resolution to appoint (Retired Major) Lieutenant Sam Zinna to the St. Charles Parish Communications District representing the St. Charles Parish Sheriff's Office.

VOTE ON THE APPOINTMENT OF (RETIRED MAJOR) LIEUTENANT SAM ZINNA

Yea: 7 - Billings, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier
Enactment No: 6575

2021-0195

A resolution to appoint Mr. Johnny Bourgeois to the St. Charles Parish Communications District representing the Fireman's Association.

VOTE ON THE APPOINTMENT OF MR. JOHNNY BOURGEOIS

Yea: 7 - Billings, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier
Enactment No: 6576

2021-0196

A motion was made by Councilmember Billings, seconded by Councilmember Gibbs, to adjourn the meeting at approximately 7:54 pm. The motion carried by the following vote:

Yea: 7 - Billings, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 2 - Fonseca and Fisher-Perrier

ADJOURNMENT

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Michelle Impastato
Council Secretary

Publish: August 19, 2021

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, AUGUST 9, 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.

2021-0199
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)

ORDINANCE NO. 21-8-1

An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Council on Aging Program (2); Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That acting under the authority of Section 23 of Article VII of the Constitution of the State of Louisiana and Section 47.1705(B) of the Louisiana Revised Statutes of 1950, as amended.

A. As Governing authority of St. Charles Parish, Library Service District No. 1, and Road Lighting District No.1 of St. Charles Parish, acting under the authority of special elections held in said Parish, there is hereby levied, assessed and imposed special taxes on all of the taxable property within the Parish and the respective Districts for the year 2021 for the respective purposes contained in the propositions voted upon at said elections, and said taxes shall be levied, assessed and imposed at the following millage rates:

	2021 Millages Levied
General Parochial	3.11
Levees	3.99
ARC	0.66
Road Lighting District No. 1	1.01
Library Service District No. 1	4.53
Road Maintenance Program	5.90
Recreation Program	2.90
Mosquito Control Program	1.06
Council on Aging Program	0.94
Council on Aging Program (2)	0.78
Fire Protection	1.58
E-911 Telephone System	1.00
Wastewater Facilities	2.16
Health Unit	0.61

SECTION II. That the proper administrative officers of the Parish of St. Charles, State of Louisiana, be and they are hereby empowered, authorized and directed to spread said taxes, as herein above set forth, upon the assessment roll of said Parish for the year 2021, and to make the collection of the respective taxes imposed for and on behalf of said Parish and said Districts, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

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

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

And the ordinance was declared adopted 9th day of August, 2021 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Marilyn Bellock*
SECRETARY: *Michelle Impastato*
DLVD/PARISH PRESIDENT: August 10, 2021
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Math Jewell*
RET/SECRETARY: August 12, 2021
AT: 9:24 am RECD BY: *[Signature]*

2021-0191
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WATERWORKS)

ORDINANCE NO. 21-8-2

An ordinance approving and authorizing the execution of Change Order No. 1 (final) for the East Bank Transmission Line Repair/Replacement Project No. WWKS 101 to increase the contract amount by \$130,590.28, and to increase the contract time by one hundred sixty (160) days.

WHEREAS, Ordinance No. 20-6-5 adopted June 1, 2020 by the St. Charles Parish Council, approved and authorized the execution of a contract with Wallace C. Drennan, Inc. for the East Bank Transmission Line Repair/Replacement Project No. WWKS 101 in the amount of \$433,000.00; and,

WHEREAS, Change Order No.1 (final) is a result of changes within the contract to eliminate the mechanical cleaning item (as it was used) and adds the extra costs for the project due to CN Railroad (Illinois Central Railroad Co.) safety requirements (including extra insurance, flagging expenses, and work downtime due to passing trains; and,

WHEREAS, the increase in contract amount by \$130,590.28 is a result of an increase of \$100,078.75 for CN Railroad ROE and Flagger costs, an increase of \$32,511.53 for railroad downtime for labor and equipment, and a decrease of \$2,000.00 for eliminating mechanical cleaning/descaling; and,

WHEREAS, the increase in contract time by one hundred sixty (160) calendar days is a result of Wallace C. Drennan, Inc.'s work downtime due to passing trains.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (final) for the East Bank Transmission Line Repair/Replacement Project No. WWKS 101 to increase the contract amount by \$130,590.28, and to increase the contract time by one hundred sixty (160) days is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 9th day of August, 2021 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Marilyn Bellock*
SECRETARY: *Michelle Impastato*
DLVD/PARISH PRESIDENT: August 10, 2021
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Math Jewell*
RET/SECRETARY: August 12, 2021
AT: 9:24 am RECD BY: *[Signature]*

SECTION 00806

CHANGE ORDER

No. 1

DATE OF ISSUANCE 6/8/21

EFFECTIVE DATE 5/18/21

OWNER St. Charles Parish
CONTRACTOR Wallace C. Drennan, Inc.
Contract: East Bank Transmission Line Repair/Replacement
Project: East Bank Transmission Line Repair/Replacement
OWNER's Contract No. W/WKS 101
ENGINEER Shred-Kuyrkendall & Associates, Inc.

ENGINEER's Contract No. 89283

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

Description: See attached example on how to fill in this information

1. **Delete the Following Work Items:**

a. Contract Item 5: Mechanical Cleaning / Descaling (Alternate #1)
Delete item in its entirety. (-\$ 2,000.00)

Total of Deducted Items = (-\$2000.00)

2. **Add the Following Work Items:**

a. New Contract Item 6: CN Railroad ROE & Flagger Costs
Addition of \$ 100,078.73 (L.S.). See attached for details.

b. New Contract Item 7: Railroad Downtime for Labor & Equipment
Addition of \$ 32,511.53 (L.S.). See attached for details.

Total of Added Work Items = (+\$32,590.28)

Reason for Change Order: List a reason for each Line Item listed above. See attached example on how to fill in this information

1. Deleted Work Items

a. Work item (Alternate #1) not required.

2. Add Work Items

a. Flagging costs not included in project work scope.

b. Equipment and labor downtime costs due to Railroad not included in project work scope.

Attachments: (List documents supporting change)

1) See Enclosed Change Order Summary
2) CN Railroad ROE & Flagger Costs
3) Railroad Downtime for Labor & Equipment
4) See Enclosed Time Change Summary

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$433,000.00	Original Contract Times: 20 Days Substantial Completion: 10/8/20 Ready for final payment: (days or dates)
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$0.00	Net change from previous Change Orders No. ___ to No. ___: 0 Days Substantial Completion: 10/8/20 Ready for final payment: (days)
Contract Price prior to this Change Order: \$433,000.00	Contract Times prior to this Change Order: 0 Days Substantial Completion: 10/8/20 Ready for final payment: (days or dates)
Net increase of this Change Order: \$130,590.28	Net increase this Change Order: 60 Days Substantial Completion: 3/13/21 Ready for final payment: (days)
Contract Price with all approved Change Orders: \$563,590.28	Contract Times with all approved Change Orders: Substantial Completion: 3/13/21 Ready for final payment: (days or dates)

RECOMMENDED: APPROVED: ACCEPTED:

By:  By:  By: 

ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)

Date: 6/10/21 Date: 8/11/21 Date: 6/8/21

2021-0192

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

ORDINANCE NO. 21-B-3

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform all necessary testing services for the 5th Street Drainage Improvements Project (Parish Project No. P190506).

WHEREAS, on May 17, 2021, the St. Charles Parish Council approved Ordinance No. 21-5-11 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; and,

WHEREAS, the purpose of the 5th Drainage Improvements Project is to increase the storm water drainage capacity by the construction and upsizing of subsurface drainage along 5th Street in Norco; and,

WHEREAS, testing services are required, therefore, Alpha Testing and Inspection, Inc. is requested to perform these services for the above-mentioned project in accordance with all standard testing procedures and methods (ASTM, ACI, etc.); and,

WHEREAS, St. Charles Parish shall authorize and pay for the performance of testing services provided by Alpha Testing And Inspection, Inc. in an estimated "not to exceed" cost of \$30,000.00 according to the attached proposal dated June 18, 2021.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., for services as required by the Department of Public Works is hereby approved and accepted.

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

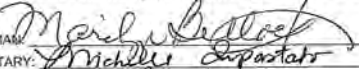
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

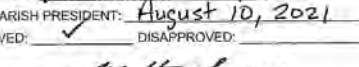
YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

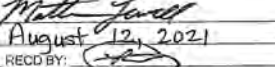
ABSENT: GIBBS

And the ordinance was declared adopted this 9th day of August, 2021 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

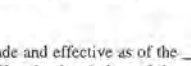
SECRETARY: 

CLVD/PARISH PRESIDENT: August 10, 2021

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 

RETD/SECRETARY: August 12, 2021

AT: 9:24 am RECD BY: 

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the 11th day of August, 2021 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and ALPHA TESTING AND INSPECTION, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for 5th STREET DRAINAGE IMPROVEMENTS Project No. P190506 as described in Ordinance No. 21-B-3, which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

- Perform all necessary Testing Services for:
5th STREET DRAINAGE IMPROVEMENTS
Projects No. 190506
- 2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
b. Timesheets for all hours invoiced.
c. Invoice copies, logs or other substantiation of non-salary expenses.

- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
- b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person; \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 OTHER

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

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

WITNESSES:

Reckell C. Champagne
Billy Raymond

ST. CHARLES PARISH

Matthew Jewell
By: Matthew Jewell
Parish President
8-11-21
Date:

WITNESSES:

Bonnie A. Little
7/1/21

ALPHA TESTING AND INSPECTION, INC.

Michael A. Duvall
By:
7/1/21
Date:

ATTACHMENT "A"

5th STREET DRAINAGE IMPROVEMENTS
Projects No. 190506

Project Scope:

CONSULTANT shall perform the scope of services described in the following paragraphs.

Consultant shall perform all necessary testing services for the above-mentioned project in accordance with all standard testing procedures and methods (ASTM, A.C.I., etc.).

ATTACHMENT "B"

5th STREET DRAINAGE IMPROVEMENTS
Projects No. 190506

Project Schedule:

Work shall be for the entire length of construction contract (180 calendar days) and any additional which may be added via Change Order.

ATTACHMENT "C"

5th STREET DRAINAGE IMPROVEMENTS
Projects No. 190506

Project Cost:

For performance of the testing surveying services the Owner shall authorize and pay the CONSULTANT Time and Materials in an estimated "not to exceed" cost of \$30,000.

Pricing for all work shall be according to the proposal dated June 18, 2021 as follows:

ALPHA TESTING AND INSPECTION, INC.	
100 HINDRYAN 2140, BAYVIEWLAK, LOUISIANA 70057 TEL: 504-842-8475 FAX: 504-842-8474	
June 18, 2021	
St. Charles Parish, Louisiana 100 River Oaks Drive Metairie, LA 70001 Attn: Mr. Lee Zenggen	
Re: 5 th Street Drainage Improvements PUNJIS St. Charles Parish, LA	
To Whom it May Concern:	
We submit herewith, our schedule of fees covering testing laboratory services on the above-referenced project.	
1. <u>Direction/Maintenance</u>	
A.) Services of technician and equipment to assist in construction of test specimens, including: materials	\$ 40.00
B.) Additional Unit Time Day	\$ 75.00
2. <u>Concrete Testing and Inspection</u>	
A.) Placement of A.C.I. Certified Technicians at points of supply or release during concrete operations. Also, provide on-site concrete temperature test equipment. Rate/Hour	\$ 45.00
B.) Core and testing of concrete cylinders in Compression with control. Rate/24-Hr.	\$ 17.50
3. <u>Soil Testing - Laboratory</u>	
A.) Soil Classification, Field	\$ 75.00
B.) Slime Analysis (Limeless), Each	\$ 75.00
C.) Moisture Density Relationship Test (Proctor), Each	\$ 140.00
D.) Relative Density (Dry Admix), Each	\$ 225.00
4. <u>Soil Testing - Field</u>	
A.) Services of Inspector to visit project site and conduct field Density Tests - Nuclear Method 12" Maximum Depth. Rate/Hour or each	\$ 45.00
B.) In place Density Test (Nuclear), Each	\$ 15.00
5. <u>Sampling Charge</u>	
Services of Technicians to sample materials for laboratory Testing. Rate/Hour	\$ 45.00
6. <u>Asphalt Inspection</u>	
A.) Service of a technician for road asphalt plant inspection. Rate/Hour	\$ 45.00
B.) Inplace Test/Inspection. Rate/Hour	\$ 45.00
7. <u>Asphalt Testing</u>	
Density and Thickness Determination on Contractor mix samples. Each	\$ 75.00
8. <u>Transmission Charge</u>	
Rate/Node Traveled	\$ 0.50
Total Estimated Cost \$ 34,608.00	
(NOTE: Travel time is partial to partial. There is a 1/2 day minimum charge for any call out for inspection. Overtime hours are charged at 1 1/2 times regular rate for all hours worked on Saturdays, Sundays and holidays.	
We thank you for the opportunity of quoting you for these services. Your selection of Alpha Testing and Inspection, Inc. to perform these services will be appreciated.	
Yours very truly,	
ALPHA TESTING & INSPECTION, INC.	
<u>Michael A. Duvall</u> Michael A. Duvall President	

2021-0193

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

ORDINANCE NO. 21-8-4

An ordinance to approve and authorize the execution of a contract with LA Contracting Enterprise, LLC, of Thibodaux, LA, for the St. Charles Parish Memorial Plaza Project (Parish Project No. CMPK0418) located at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne, Luling, LA, in the amount of \$1,399,825.00.

WHEREAS, sealed bids were received by St. Charles Parish on June 24, 2021, for the St. Charles Parish Memorial Plaza Project (Parish Project No. CMPK0418); and,

WHEREAS, Linfield, Hunter & Junius, Inc., the engineer for the project has reviewed the bids and recommended that the project be awarded to the low bidder, LA Contracting Enterprises, LLC, of Thibodaux, LA, in the amount of \$1,399,825.00; and,

WHEREAS, the construction of this Memorial Plaza on the grounds of the Edward A. Dufresne Community Center will be gratefully and respectfully dedicated to the men and women of St. Charles Parish who have valiantly served in the military on behalf of the parish and the United States of America; and,

WHEREAS, the Memorial Plaza represents each branch of the United States Armed Forces and will act as a memorial to those who lost their lives in service to our country; and,

WHEREAS, in addition to being the first Memorial Plaza of its kind in St. Charles Parish, the Memorial Plaza will provide a peaceful place for residents who are veterans, or serving on active-duty military to reflect on their personal sacrifices as well as others who have paid the ultimate sacrifice in service for their country and community; and,

WHEREAS, the Memorial Plaza will provide a beautiful venue for veterans to utilize when planning events in memory of fallen brothers and sisters, such as Veteran's Day, Memorial Day, and other ceremonies, as well as a place of reflection and relaxation for citizens visiting the Edward A. Dufresne Community Center.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of LA Contracting Enterprises, LLC, of Thibodaux, LA, for the construction of the St. Charles Parish Memorial Plaza Project (Parish Project No. CMPK0418) is hereby approved and accepted in the amount of \$1,399,825.00.

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

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

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

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

And the ordinance was declared adopted this 9th day of August, 2021,
to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellack
SECRETARY: Nichelle Dupont
CLVD/PARISH PRESIDENT: August 10, 2021
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Math Jewell
RETD/SECRETARY: August 12, 2021
AT: 9:24 am RECD BY: [Signature]

SECTION 00500

CONTRACT

ST. CHARLES PARISH MEMORIAL PLAZA
Parish Project No. CMPK0418

This agreement entered into this 12th day of August, 2021, by LA Contracting Enterprise, Inc., hereinafter called the "Contractor", whose business address is 1045 Saint Patrick St., Thibodaux, LA 70301 and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner.

The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Linfield, Hunter & Junius, Inc.

1.02 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated May 21, 2021, Addenda number(s) 1, the instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.03 The Work is generally described as follows: St. Charles Parish Memorial Plaza is a memorial plaza consisting of monument recognizing the five armed services and three branches of emergency response. In addition, the site will consist of raised planters, seating areas, water and fire features along with strategic plantings with irrigation.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

3.01 The Contractor shall complete all of the Work under the Contract within 120 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner St. Charles Parish Five Hundred dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:

a) (\$1,399,825.00) One million three hundred ninety-nine thousand eight hundred twenty-five and no cents Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.

6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.

6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:

- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.

6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.

6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.

6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.

6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.3, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.

7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

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

- a) Contract (Section 00500);
b) Performance Bond (Section 00611);
c) Payment Bond (Section 00610);
d) Insurance Certificates;
e) Advertisement for Bids (Section 00010);
f) Louisiana Uniform Public Works Bid Form (Section 00300);
g) Addenda (Numbers 1 to 1 inclusive);
h) Contract documents bearing the general title "St. Charles Memorial Plaza" dated May 21, 2021;
i) Drawings, consisting of a cover sheet dated May 21, 2021 and the sheets listed on Drawing 1; each sheet bearing the following general title: St. Charles Parish Memorial Plaza;
j) General Conditions (Section 00700);
k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

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

9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

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

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

CONTRACTOR: LA Contracting Enterprise, Inc.
By: [Signature]
Title: Member

ATTEST:
By: Nedra C. Champagne
Title: Exec. Assistant

ATTEST:
By: [Signature]
Title: Office Manager

2021-0196
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 21-9-5
An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 20-7-6, which approved the Engineering Services Agreement with Principal Engineering, Inc., for providing all necessary services for the 2020 East Bank Master Drainage Plan (MDP) (Parish Project No. P200601).

WHEREAS, On July 6, 2020, the St. Charles Parish Council approved Ordinance No. 20-7-6, an Engineering Services Agreement with Principal Engineering Inc. for providing all necessary services for the 2020 East Bank Master Drainage Plan (Parish Project No. P200601); and,

WHEREAS, St. Charles Parish now desires for Principal Engineering to start Phase II of the Master Drainage Plan (MDP) which includes the following watersheds: St. Rose, Dianne Place, Bar None, Turtle Pond, and Almedia; and,

WHEREAS, St. Charles Parish and Principal Engineering have mutually agreed upon a not-to-exceed fee of \$479,250.00 to complete the work.

WHEREAS, the attached Amendment to the Engineering Services Agreement between St. Charles Parish and Principal Engineering, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 attached to and made a part hereof, to the Engineering Services Agreement with Principal Engineering, Inc., for providing necessary services for the 2020 East Bank Master Drainage Plan (MDP) (Parish Project No. P200601) is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Amendment 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, DUFRENE,
BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: GIBBS

And the ordinance was declared adopted this 9th day of August, 2021,
to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellack
SECRETARY: Nichelle Dupont
CLVD/PARISH PRESIDENT: August 10, 2021
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Math Jewell
RETD/SECRETARY: August 12, 2021
AT: 9:24am RECD BY: [Signature]

AMENDMENT NO. 1
TO
ENGINEERING SERVICES AGREEMENT
FOR EAST BANK MASTER DRAINAGE
PLAN

THIS AMENDMENT NO. 1 is made and entered into on this _____ day of _____, 2021;

BY AND BETWEEN:

ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and

PRINCIPAL ENGINEERING, INC. (PRINCIPAL), represented herein by Henry I. DiFranco, Jr., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "ENGINEER"):

WHEREAS, On July 6, 2020 the St. Charles Parish Council approved Ordinance No. 20-7-6 to authorize an Agreement between St. Charles Parish and Principal Engineering Inc. for the design of The East Bank Master Drainage Plan (Parish Project No. P200601); and,

WHEREAS, St. Charles Parish now desires for Principal Engineering to start Phase II of the Master Drainage Plan (MDP) which includes the following watersheds: St. Rose, Dianne Place, Bar None, Turtle Pond and Almedia; and,

WHEREAS, St. Charles Parish and Principal Engineering have mutually agreed upon a not-to-exceed fee of \$479,250.00 to complete the work.

SECTION 8.0 PAYMENTS

Delete subsection 8.1 and replace with the following:

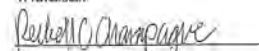
8.1 For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates in the Proposal and actual time worked and charges incurred. For the various phases the Engineer shall be paid as follows:

Montz	\$32,360.00
Norco	\$171,640.00
New Sarpy	\$163,500.00
Ormond	\$340,010.00
St. Rose	\$112,580.00
Dianne Place	\$80,330.00
Bar None	\$80,330.00
Turtle Pond	\$125,680.00
Almedia	\$80,330.00
Destrehan Plantation	TBD*
Plantation Business Center	TBD*
Destrehan West	TBD*
Destrehan East	TBD*

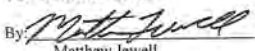
*Scope and cost to be negotiated between parties and authorized by mutual written amendment to the contract.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2021.

Witnesses:



ST. CHARLES PARISH

By: 
Matthew Jewell
Parish President

Date: August 13, 2021

PRINCIPAL ENGINEERING, INC.
(PRINCIPAL)

By: _____
Henry I. DiFranco, Jr., P.E.
President

Date: _____

2021-0201

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

ORDINANCE NO. 21-8-6

An ordinance approving a Donation by St. Charles Parish to Entergy Louisiana, L.L.C. its successors and assigns to the Bayou Gauche Fire Department, in Des Allemands, Louisiana.

WHEREAS, Entergy Louisiana, L.L.C. has expressed a need to extend electrical services to the Bayou Gauche Fire Department which will enhance fire department services to the Bayou Gauche area; and,

WHEREAS, Entergy Louisiana, L.L.C. has requested a servitude on property of St. Charles Parish owns and as shown in the Donation Instrument and survey attached hereto and made a part hereof.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the identified ten (10') foot servitude is hereby approved and attached hereto.

SECTION II. That the Donation of Servitude between St. Charles Parish and Entergy Louisiana, L.L.C. is approved and accepted.

SECTION III. That the Parish President is hereby authorized to execute said Donation of Servitude between St. Charles Parish and Entergy Louisiana, L.L.C. on behalf of St. Charles Parish.

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

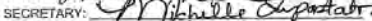
YEAS: BILLINGS, DARENSBOURG GORDON, CLULEE, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

ABSENT: PONSECA, GIBBS

And the ordinance was declared adopted this 9th day of August, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY: 

CLVD/PARISH PRESIDENT: August 10, 2021

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: 

RETD/SECRETARY: August 12, 2021

AT: 9:24am RECD BY: 

DONATION OF SERVITUDE

UNITED STATES OF AMERICA

BY: ST. CHARLES PARISH

STATE OF LOUISIANA

TO: ENTERGY LOUISIANA, LLC

PARISH OF ST. CHARLES

BE IT KNOWN, that on the dates hereinafter stated,

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified as hereinafter stated, therein residing, and in the presence of the two competent witnesses hereinafter undersigned;

PERSONALLY CAME AND APPEARED:

PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, herein represented by MATTHEW JEWELL, its Parish President, whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057; authorized pursuant to Ordinance No. 21-8-6 adopted by St. Charles Parish Council on the 9th day of August, 2021, a copy of which is attached hereto and made a part thereof;

(hereinafter referred to as (Grantor), who declared that they do hereby donate a servitude to Entergy Louisiana, LLC, a Limited Liability Company registered to do business in the State of Louisiana, with an address of 2821 Richland Ave., Suite 100, Metairie, Louisiana, 70002 (hereinafter referred to as Grantee).

GRANTOR does hereby donate, grant, present, designate, assign, transfer, deliver, and set over a servitude, easement, and right-of-way unto GRANTEE for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, including but not necessarily limited to poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors, and other equipment's, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee under land of Grantor in the Parish of St. Charles, State of Louisiana described as follows, to wit:

Commence at the intersection of the southeast corner of Lot B-2 and the western right of way line of First Street, said point being marked by an Iron Rod Found; Thence N00°14'27"W, a distance of 45.00' to the Point of Beginning (P.O.B.); Thence S88°58'33"W, a distance of 189.88' to a point; Thence S00°02'54"W, a distance of 45.00' to a point; Thence S88°58'33"W, a distance of 10.00' to a point; Thence N00°02'54"E, a distance of 55.00' to a point; Thence N88°58'33"E, a distance of 199.83' to a point; Thence S00°14'27"E a distance of 10.00' to the Point of Beginning. Containing 2,449 Square Feet.

This description is based on The Survey Titled: 10' Entergy Louisiana, LLC Right of Way, Mun. 410 First Street, Lots A-2 & B-2, Sunset Drainage District, Section 3, T15S-R20E, Des Allemands, St. Charles Parish, Louisiana. Job No. 21-0209, Plat File No. 210209.

The location of the ten (10') foot right-of-way and servitude herein granted and fully shown in red on the drawing dated June 11, 2021, a copy of which is attached hereto and made a part hereof.

Together with the right of ingress and egress to and from the said right-of-way across the adjoining land of the GRANTOR and the right to attach wire and cables of any other party to GRANTEE'S facilities. GRANTEE shall have the full and continuing right to clear and keep clear trees, limbs, and/or other vegetation which the GRANTEE considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to GRANTOR or any of GRANTEE'S customers, by use to a variety of methods used in the vegetation management industry. GRANTOR shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including, but not limited to, house, barn, garage, shed, pond, pool, or well, excepting only GRANTOR'S fence(s) and GRANTEE'S facilities. GRANTOR shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearance from the lines and facilities of Grantee, as provided in the National Electric Safety code.

GRANTOR retains the rights to fully use and enjoy the above-described property, except as to the rights hereinabove granted. GRANTEE agrees to indemnify and hold harmless GRANTOR from any and all damages which GRANTOR may suffer, caused either wholly or in part, by reason of the negligence of Entergy Louisiana, LLC, its agents or employees, in the installation, operation or maintenance of this utility servitude.

To have and to hold said easements, right and rights of way unto the said GRANTEE, its successors and assigns in perpetuity.

THUS DONE AND SIGNED at _____, Louisiana, on the _____ day of _____, 2021, in the presence of the two undersigned competent witnesses, who hereunto sign their names with said appearers and me, Notary, after reading of the whole.

WITNESSES:

GRANTOR:

ST. CHARLES PARISH

BY:

MATTHEW JEWELL
PARISH PRESIDENT

Sworn to and subscribed before me this _____ day of _____, 2021, at _____, St. Charles Parish, Louisiana.

NOTARY PUBLIC
NAME:
NOTARY #

THUS DONE AND SIGNED at _____, Louisiana, on the _____ day of _____, 2021, in the presence of the two undersigned competent witnesses, who hereunto sign their names with said appearers and me, Notary, after reading of the whole.

GRANTEE:

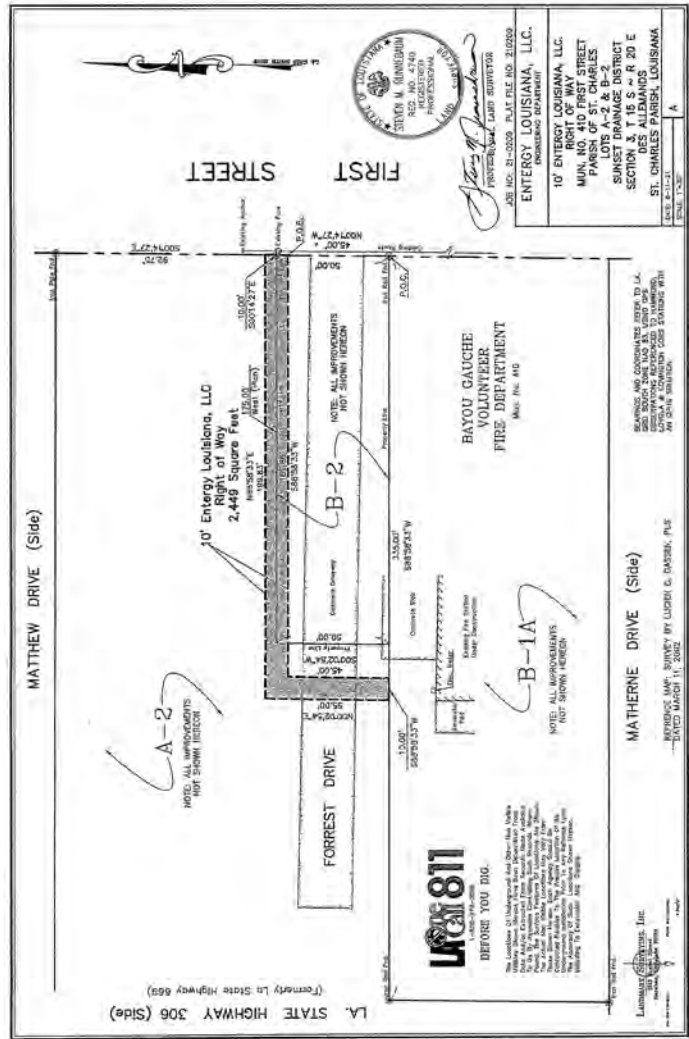
ENTERGY LOUISIANA, LLC

BY:

CHRISTOPHER FRICKE
MANAGER, DISTRICT ENGINEERING

Sworn to and subscribed before me this _____ day of _____, 2021, at _____, Jefferson Parish, Louisiana.

NOTARY PUBLIC
NAME:
NOTARY #



2021-0207
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 21-8-7

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc. for the testing of Parish Project No. P210302 Asphalt Pavement Maintenance.

WHEREAS, on May 17, 2021, the St. Charles Parish Council approved Ordinance No. 21-5-12 approving and authorizing 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; and,

WHEREAS, St. Charles Parish Department of Public Works/Wastewater desires to have work performed on the project tested to ensure compliance with contract plans and specifications; and,

WHEREAS, the attached Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc. describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc. for services as required by the Department of Public Works is hereby approved and accepted.

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

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

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

NAYS: NONE

ABSENT: GIBBS

And the ordinance was declared adopted this 9th day of August, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Matthew Jewell*
SECRETARY: *David L. Boudreaux*
CLERK/PARISH PRESIDENT: *August 10, 2021*
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RET'D/SECRETARY: *August 12, 2021*
AT: *7:24am* RECD BY: *[Signature]*

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2021 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and ALPHA TESTING AND INSPECTION, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for ASPHALT PAVEMENT MAINTENANCE Project No. P210302 as described in Ordinance No. 21-8-7 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows;

Perform all necessary Testing Services for:
ASPHALT PAVEMENT MAINTENANCE
Projects No. 210302

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.

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

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

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

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

8.0 PAYMENTS

8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 25th Judicial District Court of St. Charles Parish, State of Louisiana.

8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

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

8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.

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

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

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

- 8.8 For *Supplementary Services* described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.
- 9.0 BUDGET LIMITATIONS
- The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.
- If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.
- If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.
- 10.0 FUNDS
- No work shall be authorized until funds are established for each individual task.
- 11.0 TERMINATION OR SUSPENSION
- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.
- 12.0 INSURANCE
- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person; \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.
- 13.0 INDEMNIFICATION
- Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.
- 14.0 WARRANTY
- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.
- 15.0 EXCLUSIVE JURISDICTION AND VENUE
- For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.
- 16.0 OTHER
- This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.
- IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.
- WITNESSES:
- ST. CHARLES PARISH
- By: Matthew Jewell
- Parish President
- Date: 8/11/21
- By: Billy Raymond

WITNESSES: ALPHA TESTING AND INSPECTION, INC

By: _____

Date: _____

ATTACHMENT "A"

ASPHALT PAVEMENT MAINTENANCE

Projects No. 210302

Project Scope:

CONSULTANT shall perform the scope of services described in the following paragraphs.

Consultant shall perform all necessary testing services for the above mentioned project in accordance with all standard testing procedures and methods (ASTM, ACI, etc.)

ATTACHMENT "B"

ASPHALT PAVEMENT MAINTENANCE

Projects No. 210302

Project Schedule:

Work shall be for the entire length of construction maintenance contract. No authorization shall be given past the expiration date of the above mentioned contract (December 31, 2021).

ATTACHMENT "C"

ASPHALT PAVEMENT MAINTENANCE

Projects No. 210302

Project Cost:

For performance of the testing surveying services the Owner shall authorize and pay the CONSULTANT Time and Materials in an estimated cost of \$30,000.

Pricing for all work shall be according to the proposal dated June 30, 2021 as follows:

ALPHA TESTING AND INSPECTION, INC.

338 HIGHWAY 268, HAMPVILLE, LOUISIANA 70057 TEL: 409-763-4771 FAX: 409-763-4774

June 30, 2021

St. Charles Parish Dept. of Public Works
300 River Oaks Drive
Baton Rouge, LA 70802
Attn: Mr. Tom Ferguson

Re: Asphalt Pavement Maintenance
(Project No. P200602)
St. Charles Parish, LA

By Whose & May Commence

For Submittal, Approval, and schedule of fees covering testing laboratory services on the following:

Project:

1. <u>Asphalt Inspection:</u>	
A.1. Service of a technician for road work shop inspection	\$ 47.00
B.1. Service Technician, Road/Year	\$ 47.00
2. <u>Asphalt Testing:</u>	
2.1. Density and Thickness Computations on Compacted road samples (Each)	\$ 10.00
3. <u>Transportation Charges:</u>	
3.1. Rate/ Mile/Truckload	\$ 0.50
	Estimated Cost \$ 30,000.00

NOTES: Travel time is paid to point. There is a 10 day minimum charge for any test run for inspection. Overruns: Hours are charged at 1 1/2 hours regular rate for all hours worked in excess of 8 hours per day. Mondays through Fridays, and for all hours worked on Saturdays. Schedules not included.

We thank you for the opportunity of quoting you for these services. Your selection of Alpha Testing and Inspection Inc. as your testing service will be appreciated.

Yours very truly,

ALPHA TESTING & INSPECTION, INC.

Michael A. Deschre

Michael A. Deschre
President

2021-0208

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

ORDINANCE NO. 21-8-8

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 20-7-7, which approved the Engineering Services Agreement with T. Baker Smith, LLC., for providing all necessary services for the 2020 West Bank Master Drainage Plan (MDP) (Parish Project No. P200602).

WHEREAS, on July 6, 2020, the St. Charles Parish Council approved Ordinance No. 20-7-7; an Engineering Services Agreement with T. Baker Smith, LLC., for providing all necessary services for the 2020 West Bank Master Drainage Plan (MDP) (Parish Project No. P200602); and,

WHEREAS, St. Charles Parish now desires for T. Baker Smith to start Phase II of the Master Drainage Plan (MDP) which includes the following watersheds: Mimosa/Willowdale, Luling, and Luling I-310; and,

WHEREAS, St. Charles Parish and T. Baker Smith have mutually agreed upon a not-to-exceed fee of \$358,516.75 to complete the work; and,

WHEREAS, the attached Amendment to the Engineering Services Agreement between St. Charles Parish and T. Baker Smith, LLC., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 attached to and made a part hereof, to the Engineering Services Agreement with T. Baker Smith, LLC., for providing necessary services for the 2020 West Bank Master Drainage Plan (MDP) (Parish Project No. P200602) is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Amendment 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, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

ABSENT: GIBBS

And the ordinance was declared adopted this 9th day of August, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marlene G. G. G.

SECRETARY: Michelle G. G.

CLERK/PARISH PRESIDENT: August 10, 2021

APPROVED: Matthew Jewell

DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: August 12, 2021

AT: 7:24am, RECD BY: Matthew Jewell

AMENDMENT NO. 1
TO
ENGINEERING SERVICES AGREEMENT
FOR WEST BANK MASTER DRAINAGE PLAN

THIS AMENDMENT NO. 1 is made and entered into on this ____ day of _____, 2021;

BY AND BETWEEN:

ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and

T. BAKER SMITH LLC., represented herein by Kenneth Wm. Smith duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "ENGINEER");

WHEREAS, On July 6, 2020 the St. Charles Parish Council approved Ordinance No. 20-7-7 to authorize an Agreement between St. Charles Parish and T. Baker Smith LLC., for the design of the 2020 West Bank Master Drainage Plan (Parish Project No. P200602); and,

WHEREAS, St. Charles Parish now desires for T. Baker Smith LLC., to start Phase II of the West Bank Master Drainage Plan which includes the following watersheds: Mimosa/Willowdale, Luling, and Luling I-310; and,

WHEREAS, St. Charles Parish and T. Baker Smith LLC., have mutually agreed upon a not-to-exceed fee of \$358,516.75 to complete the work.

SECTION 8.0 PAYMENTS

Delete subsection 8.1 and replace with the following:

8.1 For performance of Basic Engineering, the Owner shall authorize and pay the

Engineer a not-to-exceed fee, based on the hourly rates in the Proposal and actual time worked and charges incurred. For the various phases the Engineer shall be paid as follows:

St. Charles Parish - West Bank Master Drainage Plan
Phase II - Luling and Luling I-310 & Phase IIIA Mimosa/Willowdale

Phase:		
I	Ama-Sellers, Hahnville 1 and Hahnville 2	\$218,493.35
II	Luling and Luling I-310	\$188,692.20*
IIIA	Mimosa/Willowdale	\$169,824.55
IIIB	Des Allennands, Sunset, Paradis	TBD
IIIC	Kilona/Taft	TBD

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

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2021.

Witnesses: ST. CHARLES PARISH
By: Matthew Jewell
Matthew Jewell
Parish President

Date: 8/11/21

T.BAKER SMITH, LLC.

By: _____
Kenneth Wm. Smith

Date: _____

2021-0209

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

ORDINANCE NO. 21-8-9

An ordinance approving and authorizing the execution of Change Order No. 002 for Parish Project No. S190901, Destrehan Wastewater Treatment Plant (UV Replacement), resulting in a decrease of \$10,000.00 in contract price.

WHEREAS, Ordinance No. 20-7-17 adopted July 27, 2020, by the St. Charles Parish Council, approved and authorized the execution of a contract with Volute, Inc. for Parish Project No. S190901 Destrehan Wastewater Treatment Plant (UV Replacement), with a Bid in the amount of \$342,887.00.

WHEREAS, Ordinance No. 21-5-12 adopted June 6, 2021, by the St. Charles Parish Council, approved and authorized the execution of Change Order No. 001 for Parish Project No S190901 Destrehan Wastewater Treatment Plant (UV Replacement) to increase the contract amount by \$22,707.58 and increase the number of days by 14; Change Order No. 001 increased the contract price to \$365,594.58 and increased the number of days by 14; and,

WHEREAS, it is necessary to decrease the contract price by \$10,000.00 due to an unused line item, final contract price will be \$355,594.58.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 002 for Parish Project No S190901, Destrehan Wastewater Treatment Plant (UV Replacement), to decrease the contract price by \$10,000.00 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 9th day of August, 2021, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Michelle Boudreau
SECRETARY: Michelle Boudreau
DLVD/PARISH PRESIDENT: August 10, 2021
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 12, 2021
AT: 9:24 am RECD BY: _____

SECTION 00806

CHANGE ORDER

No. 002

DATE OF ISSUANCE July 8, 2021

EFFECTIVE DATE August 11, 2021

OWNER St. Charles Parish Government (Department of Public Works & Wastewater)
CONTRACTOR Volute, Inc.
Contract: S190901
Project: Destrehan Wastewater Treatment Plant Improvements
OWNER's Contract No. S190901 ENGINEER's Contract No. A19-020
ENGINEER AIMS Group, Inc.

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

Description:

1. Delete the Following Work Items:
a. Contract Item #: 003 - Relocation of Infrastructure
Total of Deducted Items = (\$10,000.00)

2. Add the Following Work Items:
a. New Contract Item #:

3. Revise the Following Work Item Quantities:
a. Contract Item #:

Total of Change in Work Items Quantity = (\$10,000.00)

Reason for Change Order:

- Deleted Work Items
a. Item No. 003 - "Relocation of Infrastructure" was included as a not to exceed cost for relocating, replacing or removing any unforeseen utilities, pipelines or structures that are in conflict with items to be installed under this project. Since there were not any unforeseen obstructions located during construction, this item was not necessary.
- Add Work Items
a. None
- Revise Work Item Quantities
a. None

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 342,887.00	Original Contract Times: Substantial Completion: 180 days or March 30, 2021 Ready for final payment: 210 days or April 29, 2021 (days or dates)
Net Increase (Decrease) from previous Change Orders No. 1 to 2: \$ 22,707.58	Net change from previous Change Orders No. 1 to No. 2: Substantial Completion: 14 Ready for final payment: 14 (days)
Contract Price prior to this Change Order: \$ 365,594.58	Contract Times prior to this Change Order: Substantial Completion: 194 days or April 13, 2021 Ready for final payment: 224 days or May 13, 2021 (days or dates)
Net (increase) decrease of this Change Order: \$ 10,000.00	Net (increase) (decrease) this Change Order: Substantial Completion: 0 Ready for final payment: 0 (days)
Contract Price with all approved Change Orders: \$ 355,594.58	Contract Times with all approved Change Orders: Substantial Completion: 194 days or April 13, 2021 Ready for final payment: 224 days or May 13, 2021 (days or dates)

RECOMMENDED:

By: Matthew Jewell
ENGINEER (Authorized Signature)

Date: 7/8/21

APPROVED:

By: Matthew Jewell
OWNER (Authorized Signature)

Date: 8/11/21

ACCEPTED:

By: Matthew Jewell
CONTRACTOR (Authorized Signature)

Date: 7/08/21

2021-0210

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

ORDINANCE NO. 21-8-10

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Appendix A, as amended, Section XIII., C., 7.d. and Section XIII., E., 3. and Section XX., D., 5.a.5. and Section XXIV, Fees to provide for recordation of variances with the Clerk of Court.

WHEREAS, if a property is developed with the benefit of a variance from any requirements of granted by the Zoning Board of Adjustments, a purchaser should be aware of this prior to purchasing it; and,

WHEREAS, many other jurisdictions require variances to be filed in the records of their Clerk of Court, attached to the deed to the property, in order to advise future owners; and,

WHEREAS, the Planning and Zoning Department wishes to have variances filed with or attached to the deed of a property in order to make future owners aware; and,

WHEREAS, the current application fee for a variance does not include the cost of filing record with the deed in the St. Charles Parish Clerk of Court.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances, Appendix A, Section XIII., C., 7.d. "Fees" is hereby amended as follows with new text in underline and deleted text in ~~strikethrough~~:

d. Fees. A fee of ~~fifty dollars (\$50.00)~~ one hundred fifty dollars (\$150) for single family residential. A fee of ~~one hundred dollars (\$100.00)~~ two hundred fifty dollars (\$250) for all other applications. No public hearing will be held on any case until all required fees are paid in full. No fees shall be refunded once a case or petition has been advertised for a public hearing.

SECTION II. That the St. Charles Parish Code of Ordinances, Appendix A, Section XIII., E., ~~Public hearings and decisions issued by the Board~~, item 3. is hereby amended as follows, with new text in underline and deleted text in ~~strikethrough~~:

3. The Planning Director shall keep records of all such appeals or applications and of all fees paid therefore, shall file with the St. Charles Parish Clerk of Court record of permits completed pursuant to variances issued by the Board, and shall transmit all of such fees collected to the Director of Finance for deposit to the general fund of the Parish of St. Charles.

SECTION III. That the St. Charles Parish Code of Ordinances, Appendix A, Section XX., D., 5., a. Appeal Board: 5. is hereby amended as follows, with new text in underline and deleted text in ~~strikethrough~~:

5. The Director of Planning and Zoning shall maintain the records of all appeal actions, including technical information, shall file with the St. Charles Parish Clerk of Court record of buildings permitted pursuant to variances issued by the Board, and shall report variances to the Federal Emergency Management Agency upon request.

SECTION IV. That the St. Charles Parish Code of Ordinances, Appendix A, Section XXIV. Fees, recently amended by Ordinance No. 21-5-7, is hereby amended as follows, with new text in underline and deleted text in ~~strikethrough~~:

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 <u>\$150</u> All other use types: \$100 <u>\$250</u>

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

And the ordinance was declared adopted this 9th day of August, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Boudreau
SECRETARY: Michelle Boudreau
DLVD/PARISH PRESIDENT: August 10, 2021
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 12, 2021
AT: 9:24 am RECD BY: _____

2021-0211

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

ORDINANCE NO. 21-8-11

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Appendix A, as amended, Section VI. in order to permit transmission towers in the R-1A, R-1A(M), R-1B, R-1M, and R-2 zoning districts as a Special Permit Use.

WHEREAS, the Zoning Ordinance of 1981, as amended, defines *Transmission tower* as: A structure or framework, usually of a steel lattice construction, principally intended to support radio, cellular, telecommunications, television, electric utility and/or any other electromagnetic transmissions, and receiving antennas and/or equipment (Ord. No. 97-7-4, § 1, 7-7-97); and,

WHEREAS, the Zoning Ordinance of 1981, as amended, also defines *Accessory building or structure* as: A subordinate structure, not sharing a common wall with the main structure, the use of which is incidental to that of the main structure; and,

WHEREAS, the St. Charles Parish Council wishes to provide for transmission towers to be permitted, for personal use, as residential accessory structures in residential land use zones in a way that promotes the public health, safety, and welfare.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section VI., B., [(I).1.c. *Special permit uses and structures [in the R-1A zoning district]*] is hereby amended as follows with new text in underline and deleted text in ~~strikethrough~~:

(10) Transmission towers when accessory to a permitted use.

SECTION II. That the Code of Ordinances, Appendix A, Section VI., B., [(I).1.c. *Special permit uses and structures [in the R-1A(M) zoning district]*] is hereby amended as follows with new text in underline and deleted text in ~~strikethrough~~:

(8) Transmission towers when accessory to a permitted use.

SECTION III. That the Code of Ordinances, Appendix A, Section VI., B., [(II).c. *Special permit uses and structures [in the R-1B zoning district]*] is amended as follows with new text in underline and deleted text in ~~strikethrough~~:

(11) Transmission towers when accessory to a permitted use.

SECTION IV. That the Code of Ordinances, Appendix A, Section VI., B., [(IV).2. *Special permit uses [in the R-1M zoning district]*] is amended as follows with new text in underline and deleted text in ~~strikethrough~~:

(c) Transmission towers when accessory to a permitted use.

SECTION V. That the Code of Ordinances, Appendix A, Section VI., B., [(VII).1.c. *Special permit uses and structures [in the R-2 zoning district]*] is amended as follows with new text in underline and deleted text in ~~strikethrough~~:

(7) Transmission towers when accessory to a permitted use.

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

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

And the ordinance was declared adopted this 9th day of August, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Boudreau
SECRETARY: Michelle Boudreau
DLVD/PARISH PRESIDENT: August 10, 2021
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 12, 2021
AT: 9:24 am RECD BY: _____

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2021-0217

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

RESOLUTION NO. 6577

A resolution in support of resuming Federal Offshore Leasing in the Gulf of Mexico.

WHEREAS, the United States of America Offshore Oil and Gas Program, since its authorization by the Outer Continental Shelf Lands Act (OCSLA), has provided significant energy to help fuel the great economy of America; and,

WHEREAS, the United States of America Offshore Oil and Gas Program, has been very effective in helping America achieve energy security and strengthening our National Security; and,

WHEREAS, the offshore industry and government have collaborated with groups such as the Coastal Conservation Association to create innovative ways to find beneficial cooperation such as the Rigs-to-Reef program, which benefits the recreational fishing community by repurposing obsolete structures of which nearly 600 reefed platforms in the United States Gulf of Mexico are home to almost seven million fish and other critical marine species, enriching marine life; and,

WHEREAS, since its inception the United States of America Offshore Oil and Gas Program is responsible for helping to create hundreds of thousands of jobs with a significant economic impact and has generated hundreds of billions in royalty revenue for the United States Treasury; and,

WHEREAS, the United States Congress in 2020 permanently funded the Land and Water Conservation Fund at \$900 million per year with wide bipartisan support. Relying solely on earnings from federal offshore oil and gas leasing, the Land and Water Conservation Fund has funded more than \$4 billion worth of projects since its inception in 1965 for purposes of conservation, recreation, restoration and protection of vital national resources; and,

WHEREAS, since 2006, more than \$1 billion, funded exclusively by federal offshore lease revenues, has been disbursed to four Gulf energy-producing states through the Gulf of Mexico Energy Security Act to support coastal conservation and restoration projects; hurricane protection programs; and activities to implement marine coastal or conservation management plans; and,

WHEREAS, in the most recent conservation legislation, the Great American Outdoors Act, the United States Congress set aside up to \$1.9 billion a year from federal offshore lease revenues for the next five years to repair facilities and infrastructure in our national parks, forests, wildlife refuges and American Indian Schools; and,

WHEREAS, it is important for the funding of these conservation, recreation, restoration and protection efforts that the United States of America Offshore Oil and Gas Program continues; and,

WHEREAS, the United States of America Offshore Oil and Gas Program has been managed in such a way that it is recognized as an environmentally advantaged energy producer with approximately half (53%) of the carbon intensity per barrel of other producing regions worldwide; and,

WHEREAS, United States of America Offshore Energy represents a significant opportunity to help improve the health of our planet due to its low carbon intensity; and,

WHEREAS, President Biden and Department of Interior Secretary Deb Haaland have caused regularly scheduled lease sales for offshore resources, previously authorized by administrations of both political parties, to be canceled resulting in great uncertainty for the economy, the energy, and the environment of America; and,

WHEREAS, Terry A. Doughty of the United States District Court recently decided in a suit filed by the States of Louisiana, Alabama, Alaska, Arkansas, Georgia, Mississippi, Missouri, Montana, Nebraska, Oklahoma, Texas, Utah and West Virginia that the Executive Branch does not have the legal right to stop leasing Federal territory for Oil and Gas production without approval from Congress; and,

WHEREAS, the future production of these oil and gas resources and consequently the funding of conservation, recreation, restoration and protection and further consequently the denial of environmentally advantaged, low carbon intensity barrels of production as a substitution for higher carbon intensity barrels of production from foreign sources; all will be negatively impacted by the continued cancellation of offshore lease sales.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby petition President Biden and Secretary Haaland to immediately schedule Lease Sales for the Gulf of Mexico, a historic energy producing province, to assist in producing a larger portfolio of some of the planet's lowest carbon intensity barrels of oil and to assist in producing a larger portfolio of natural gas which can serve the Liquefied Natural Gas (LNG) worldwide market; all in an effort to restore confidence, generate economic activity, enhance environmental stewardship, create American jobs, and strengthen national and energy security.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to President Biden, Secretary Haaland, members of the United States Congress, the City and Parish governing authorities within the State of Louisiana, the Louisiana Police Jury Association, the Louisiana Municipal Association, and the National Association of Counties.

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

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

NAYS: NONE

ABSENT: GIBBS, FISHER-PERRIER

And the resolution was declared adopted this 9th day of August, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Maribyn Bellock

SECRETARY: Michelle Impastato

DLVD/PARISH PRESIDENT: August 10, 2021

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RET'D/SECRETARY: August 12, 2021

AT: 7:24am REC'D BY: [Signature]

2021-0187

RESOLUTION NO. 6578

A resolution to appoint a member to the St. Charles Parish Civil Service Board.

WHEREAS, there exists a vacancy on the ST. CHARLES PARISH CIVIL SERVICE BOARD due to the expiration of the term of Ms. Sara Champion on August 1, 2021; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Ms. Sara Champion

314 Willowdale Blvd, Luling, LA 70070

is hereby appointed to the ST. CHARLES PARISH CIVIL SERVICE BOARD.

BE IT FURTHER RESOLVED that said appointment shall be effective IMMEDIATELY and shall expire AUGUST 1, 2024.

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

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

NAYS: NONE

ABSENT: GIBBS

And the resolution was declared adopted this 9th day of August, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Maribyn Bellock

SECRETARY: Michelle Impastato

DLVD/PARISH PRESIDENT: August 10, 2021

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RET'D/SECRETARY: August 12, 2021

AT: 7:24am REC'D BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato

MICHELLE IMPASTATO

COUNCIL SECRETARY

Publish: August 19, 2021

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