

See inside for important information about Medicare options from Blue Cross and Blue Shield of Louisiana.



Louisiana

Blue Cross and Blue Shield of Louisiana is an independent licensee of the Blue Cross and Blue Shield Association.

SEPTEMBER 30 - OCTOBER 6, 2021

vol. 148 | NO. 39 | **75¢**
Subscribe at www.HeraldGuide.com



St. Charles

HERALD AGUIDE

SERVING ST. CHARLES PARISH SINCE 1873

[f /HERALDGUIDE](#) [t /STCHARLESHERALD](#) • WWW.HERALDGUIDE.COM

Friends, community leap to aid of Hahnville family who lost home

Ryan Arena Editor
ryana@heraldguide.com

While Hurricane Ida came and went on Aug. 29, Kati Ward of Hahnville says she’s experienced a “whirlwind of emotions” since.

Ward, who with her husband Josh have an 8-year-old son and just celebrated the birth of a baby boy, lost their home and nearly all of their belongings in the destruction of Ida.

“We had nothing but the bag we packed,” said Ward, who with her family took shelter at her parents’ St. Rose home during the storm. “All of their power lines were underground and we came thinking, well, they won’t lose power.

LOST HOME on 6A



Home of Josh and Kati Ward following destruction caused by Hurricane Ida.



DHS, HHS get set for Week 2



TURN to 1B

Des Allemands mother of 5 cooks, opens up donation station

Monique Roth Editor
moniquer@heraldguide.com

Jerri Lynn Cooper and her family evacuated from their Des Allemands home for Hurricane Ida, but Jerri Lynn said she couldn’t stay away for too long. Ever since she’s been back, the mother of five has been cooking meals for the community and collecting supplies for those in need.

“We went to Houston and came home the Tuesday after landfall,” she said. “I love Des Allemands because the people here are real. They’re appreciative of help but never waiting for resources and



Jerri Lynn and Sebastian Cooper cook up a meal for the community.

handouts ... we hop to action and help one another like one big family.”

COOKS on 6A

Local mom cleans up park after Hurricane Ida

Monique Roth Editor
moniquer@heraldguide.com

After being stuck in the house for a COVID quarantine and then Hurricane Ida, Brittney Dufrene knew she had to take matters into her own hands to give her kids a sense of normalcy.

And that’s exactly what she did.

The Norco mother of two headed to Destrehan’s East Bank Bridge Park to let her kids play, but when she got there she discovered it littered with large tree branches and tons of leaves.

“I called up my grandmaw to bring me a rake,” Dufrene said laughing.

She spent about an hour and a half cleaning up the park grounds. She



Brittney Dufrene recently cleaned up the East Bank Bridge Park.

PARK on 6A

Majoria's Own Hogs Head Cheese



\$6.59/lb

THIS WEEK'S HOT BUYS!

Majoria's
SUPERMARKET

We're Family Owned & Operated Since 1964

Fresh French Bread and Pistolettes Baked Daily

DEALS OF THE WEEK FOR SEPTEMBER 30 OCTOBER 5, 2021

Hot or Cold Grab and Go Meal Solutions Now Available!

Open: Monday - Saturday 8 am - 6 pm • Closed Sunday • (985) 785-2431 • www.majoriasgrocery.com

Malibu Splash Assorted Flavors 4-Pack



\$8.49

13413 Hwy. 90 • Boutte
Check us out online at majoriasgrocery.com

New Sarpy family shifts focus to recovery of 4 homes and a business – all within a block

Ryan Arena Editor
ryana@heraldguide.com

The New Sarpy neighborhood of Raelyn Cavallo and Kyle Schexnaydre is home to numerous homes that wear significant battle scars from Hurricane Ida – and for this couple, that means several others in their family are paying a major toll as well.

Between Schexnaydre’s parents and siblings, five properties – all nearby one another - took on considerable damage. Cavallo and Schexnaydre’s home is uneven after the storm shifted it off center. The ceiling is cracked and the carport destroyed, the latter sent into each of the couple’s respective cars. About a block away, Ida drove a tree into the home of Schexnaydre’s brother, Blake, where the ceiling caved in. Those were the two most damaged homes, Cavallo said, and making matters tougher, the two brothers are St. Charles Parish employees needed to tend to the recovery on a parish-wide level, which divided attention away from their own respective situations.

Schexnaydre’s parents live next door to he and Cavallo, and his sister lives next door to them. His father’s business is next to his home on the other side.

The Schexnaydres’ father, Eric, who Cavallo said has traditionally been the family’s leader



Damage to New Sarpy home caused by the winds of Hurricane Ida.

and rock in these situations, is battling cancer and has been unable to fill that role in the same way; their mother, Toni, is recovering from a broken leg.

“(Schexnaydre’s father) has been directing a bunch of women trying to clean up and do everything as best we can,” Cavallo said last Tuesday, just two days after Ida’s impact. “Blake and Kyle have been on call (since the day of the

NEW SARPY on 7A

Norco man crafts keepsakes from fallen trees caught in Ida’s path

Ryan Arena Editor
ryana@heraldguide.com

Chantelle Simoneaux of Norco recently found a unique – and inspirational – item outside her home.

She held in her hand a piece of wood cut cleanly from a tree with an inscription carved on its surface: Norco Strong Hurricane Ida 2021. Simoneaux took to Facebook to learn who had left the item, and she soon learned she was not the only person to find the uplifting message.

It was her neighbor Chris Kimble who made that item and several more, dropping them off at the homes of various neighbors in an effort to raise their spirits in a difficult time.

“I saw all these trees down in front of people’s houses and, you know, this was a historical event,” Kimble said. “The worst storm since 1850, it’s said. I have a machine that I’ve been able to use to make signs for people in past years. So, I’ve got this equipment already. And I remember in the past, you had those messages



Carving from tree with inscription made by Chris Kimble of Norco.

like Lafayette Strong, things made for people to remember and hold onto, maybe to pass down to their grandkids. So, maybe I can do

TREE CARVING on 9A



Neighbors use lemonade stand earnings to feed linemen

Monique Roth Editor
moniquer@heraldguide.com

School may not be back in session yet due to the aftermath of Hurricane Ida, but five Boutte children are proving that there are still many life lessons to be learned outside of the classroom.

Tiffany Schlumbrecht said she was initially confused when her three children – 10-year-old Molly, 9-year-old Michael and 14-year-old Olivia – and her neighbor Christina Lirette’s two children – 11-year-old Jordan and 9-year-old Hannah – came running through her house rummaging for groceries.

“The kids came running in and grabbing sugar and water and lemons and then said they were making a lemonade stand,” Tiffany said. “They were very successful and ended up making \$120 and after it was over they talked about what they could do with the money. They said, ‘How do we help?’”

The kids decided to use the money – as well as the \$95 they made the next day on the lemonade stand and a \$200 donation from the Harahan Winn Dixie- to provide a meal, drinks and chips to 100 linemen who were working in the area to restore power after the storm.

LEMONADE STAND on 8A



Siblings Molly, Olivia and Michael Schlumbrecht and their neighbors Jordan and Hannah Lirette raised money to feed linemen after Hurricane Ida.

St. Charles

HERALD  GUIDE

 /HERALDGUIDE

 /STCHARLESHERALD • WWW.HERALDGUIDE.COM

Our Office is Temporarily Relocated at

105 E Campus Drive in the

Plantation Business Park, Destrehan, LA

Local women join forces to Restore the River Parishes

Monique Roth Editor
moniquer@heraldguide.com

Two local women with strong ties to community service have partnered together on a new venture – to Restore the River Parishes.

“My hope is to bring awareness and resources to the most forgotten communities and individuals within the River Parishes,” Tramaine Eugene-Robinson, a St. Rose resident, said.

In 2020 Eugene-Robinson and her family created the non-profit United 1st Steps with the mission to restore self-dignity and self-reliance, decrease homelessness and unite individuals in the community with the resources needed to take the first steps toward their education, career and housing stability.

In her venture to Restore the River Parishes after Hurricane Ida, Eugene-Robinson is partnering with Imani Gros.

Gros, a Boutte native and resident, owns her own cooking business Mani Meals and is known in the community for organizing community events and feeding people in their times of need.

Eugene-Robinson said the goal of Restore the River Parishes is to provide the elderly and disabled population of the River Region with the essentials they need. She said herself and other volunteers have been communicating with eligible individuals in St. John the Baptist, St. Charles and St. James parishes to assess needs and deliver supplies.

Food, clothing, toiletries and other personal



Imani Gros, Tramaine Eugene-Robinson and Marshe Ursin have donated their time recently to local community events.

items are just some of the available deliveries, Eugene-Robinson said, adding the group hopes to be able to expand their services to single mothers in the future.

To coordinate a delivery or to request service,
contact Eugene-Robinson at 504-858-3635.



Rev. Gordon Taylor, Jessica Sadiku and Billie Jo Mitchell were each instrumental in feeding people in the aftermath of Hurricane Ida.

Restaurant owner drives in from Mississippi to feed Ida victims

Monique Roth Editor
moniquer@heraldguide.com

It all started when Billie Jo Mitchell came back to her Luling home on Sept. 1 and saw that some of the food in her freezer was still good.

“My husband Terrence and myself set up a kitchen outside and started cooking,” Mitchell said. “We gave plates away in

the neighborhood and then I posted on Facebook asking if anyone needed a hot meal.”

Jessica Sadiku, one of Mitchell's friends, saw the post and asked if she could give Mitchell a break from cooking

RESTAURANT on 9A

Majoria's SUPERMARKET

*Everyone in St Charles Parish is dealing
with the effects of Hurricane Ida.*

Our community has suffered the loss of homes and businesses.

*But the recovery from this disaster
gives our parish an opportunity to grow
closer and stronger.*

Let's help each other move forward.

***Be on
the lookout
for our ad in
next week's
paper!***

Fresh French Bread and Pistolettes Baked Daily

We're Family Owned & Operated Since 1964

Come in and see our unadvertised sale items

**OPEN: Monday - Saturday 8 am - 6 pm
Closed Sunday**

(985) 785-2431 • www.majoriasgrocery.com

**13413 Hwy. 90
Boutte**

No sales to dealers
Quantity rights reserved
on sale items



Valero helps employees, partners with agencies and donates gifts cards following Hurricane Ida

Monique Roth Editor
moniquer@heraldguide.com

From repairing homes and gifting gas cards to donating supplies and feeding the community, Valero sprang into action to support its employees, community partners and neighbors in St. Charles Parish following Hurricane Ida's Category 4 landfall on Aug. 29.

"As we all know, it has takes a collective effort to support ongoing restoration and recovery efforts," Valero Vice President and General Manager Jerry Stumbo said. "Valero stood ready to support our employees, community partners and our neighbors. I am so proud our dedicated and hard-working team at Valero St. Charles."

Once it was safe to do so, Valero deployed its own post-hurricane relief teams who assisted the company's Louisiana employees with much-needed items such as food, fuel and supplies. The company also organized equipment and labor to help with employees' home repairs and debris cleanup efforts.

Within one week of landfall, Valero had supported its employees' recovery with 9,400 meals, 156 homes repaired, 35,000 gallons of fuel for vehicles and generators, 700 gas cans, 60 pallets of water or sports drinks, 200 chainsaws, 200 residential generators and

300 extension cords.

Valero also announced a contribution of \$500,000 to agencies on the front lines directly serving communities affected by Hurricane Ida. Valero's contributions were divided among three agencies that serve the New Orleans and South Louisiana areas, including St. Charles Parish.

The American Red Cross received \$250,000 in support of relief needs, including shelter, cleaning supplies and other basic necessities to those displaced from their homes. Convoy of Hope received

VALERO on 10A





Louisiana Dental Center
FAMILY DENTISTRY AND SPECIALTY PRACTICE

Over 39 Years of Quality Gentle Care

YOUR DENTAL HOME TEAM

"We'll See You...TODAY!"

- ✓ Emergencies & Walk-Ins Welcome
- ✓ In-Network With Most Dental Insurance & Medicaid
- ✓ Friday & Saturday Appointments
- ✓ Interest-Free Financing
- ✓ Sedation Options to Ease Anxiety
- ✓ In-House Denture Lab: Repairs & Relines While You Wait
- ✓ Specialists On Staff For Your Convenience

Visit us at LaDentalCenterBoutte.com

14243 Hwy 90 East • Boutte
758-5110



Proud Partner of the
New Orleans Saints
and the LSU Tigers®



Access Health Care responds to challenges brought on by Hurricane Ida

Monique Roth Editor
moniquer@heraldguide.com

From providing residents with hot meals and cleaning supplies to utilizing its mobile health unit to provide healthcare to those in hard hit areas, Access Health Louisiana kept the safety of its staff and patients at the forefront of its Hurricane Ida response.

AHL operates the St. Charles Community Health Centers in Luling and Norco and serves as the parish health unit. They also operate the Albert Cammon Wellness Center and J.B. Martin/R.J. Vial Wellness Center, both of which serve students during the school day.

Alongside other businesses, AHL initiated its Emergency Operations Plan as Hurricane Ida grew in size over the Gulf of Mexico and its projected track included southeast Louisiana.

“Vaccines were relocated for safety purposes, staff evacuated or hunkered down at home and employees were communicated with throughout the storm to ensure everyone’s safety,” Assistant Vice President of Marketing and Development Chenier Reynolds-Montz said. “After the hurricane passed through the state ... leadership worked rigorously to assess damage at community health center sites, check on the whereabouts and safety of staff and get operations back up and running.”

Within two weeks of the storm, AHL resumed 50-percent of its clinical operations while providers worked remotely with patients to refill or transfer prescriptions and conduct telemedicine visits for medical or behavioral health care.

“As a St. Charles Parish resident myself, I knew our families would be needing medication refills, especially those with chronic illnesses,” AHL Pharmacy Director Stephanie Thompson said. “Our focus in the pharmacy was getting operational so we could help our neighbors get the medications they needed after the storm. The first week after the storm, we worked remotely mostly assisting with prescription transfer requests for those who evacuated.”

The AHL pharmacy reopened on Labor Day week with limited hours for in-person pickup and limited free home delivery of medications.

“Due to storm debris, our courier was doing everything possible to meet up with patients and give them their medications,” Thompson said. “We all worked hard doing what it needed to take to get people they help they needed.”

Reynolds-Montz said some providers and staff worked from hotel rooms or even their vehicles to help and assist patients.

“We worked tirelessly to connect providers and patients and get our pharmacy back up and running as quickly as possible,” Reynolds-Montz said. “Human Resources worked with staff who lost their homes and belongings to connect them to resources such as temporary shelter, clothing and mental health support. Our employees are helping to support one another by donating clothing, furniture and even paid time off to their co-workers most impacted by Ida.”

In addition to taking care of its employees and patients, Access Health Louisiana also teamed up with Good Hope Baptist Church and the American Red Cross in September to offer free hot meals and cleaning supplies from its St. Charles Community Health Center in Norco. The mobile health unit also provided medical care and prescription assistance to the community from that same location.

Additionally, Reynolds-Montz said AHL is working with St. Charles Parish President Matt Jewell’s office to send its mobile health unit to hard hit areas needing access to healthcare.

The unit was stationed outside the St. Charles Community Health Center in Norco for several days assisting residents, and medical providers also joined

the Louisiana Workforce Commission outside the Killona Community Center for several days.

“Most of the patients being seen in the mobile unit need help with their prescriptions or managing their chronic illnesses such as hypertension and diabetes,” Physician’s Assistant and AHL Assistant Vice President of Practice Transformation Christine McDaniel said. “It feels good connecting with these families and knowing that you are helping them as they try to recover from



Access Health Louisiana teamed up with Good Hope Baptist Church and the American Red Cross to offer free hot meals and cleaning supplies from its St. Charles Community Health Center in Norco.

this devastating storm. This is what being in health-care is all about – helping people.”

The AHL St. Charles Community Health Center, located at 843 Milling Ave in Luling, is open and operating

ACCESS HEALTH on 10A

NOTICE OF RESCHEDULED ELECTIONS

Pursuant to Executive Order No. 2021 JBE 13, issued on September 9, 2021, the elections previously scheduled for October 9, 2021 and November 13, 2021 have been rescheduled for November 13, 2021 and December 11, 2021. Early voting for the November 13, 2021 election will be held October 30 - November 6, 2021 (excluding Sunday October 31, 2021) Early voting for the December 11, 2021 election will be held November 27, 2021 - December 4 (excluding Sunday November 28, 2021).



Prepared by Secretary of State R. Kyle Ardoin
pursuant to Executive Order No. 2021 JBE 13

LOST HOME from 1A

We were very oblivious to the storm.”

After a scary night of riding out the onslaught of the Category 4 hurricane, the Wards awoke planning to return to their home and assess what damage it may have absorbed. But before they could do so, a neighbor texted Ward photos of the aftermath: their home was destroyed.

The storm took the roof completely off the house and its insulation and ceiling caved in. For Ward, it packed an emotional punch on several levels.

“When I saw it, I just lost it,” she said. “We couldn’t get there fast enough. It was such a punch to the gut.”

So much of what the couple had worked for was before them in wreckage. The home was considered a total loss. But beyond processing a reaction to what had happened, there was another daunting matter at hand: the family’s insurance would only cover a portion of the loss, meaning the “if” of rebuilding was suddenly surpassed by the “how” of it.

Not knowing where else to turn, Ward took to social media to ask for help, guidance and prayers. Within minutes, people began providing all of that and then some – more than she could have imagined.

“It’s been overwhelmingly amazing,” Ward said. “From the donations to people offering us a place to store our things ... they would ask me, ‘What do you need?’ And I didn’t know. I really didn’t know where to start. And they would just send things ... diapers, body wash, detergent, literally anything you

could think of. It’s so incredible.”

Michelle Landry of Luling, a friend of Ward’s, has made a fundraising push. She’s begun selling special “Soul Dang Good” T-Shirts for \$30 with all proceeds going to the Ward family and their efforts to rebuild their home.

“She is such a sweet, kind person,” said Landry. “Say you’re having a bad day, she’s one of those people that you can come in to contact with that will totally turn your whole day around. Her positivity and all-around enthusiasm for life is contagious.”

Preorders for the shirt closed earlier this month, but Landry said extras have been ordered to be made available for purchase. She has also launched another fundraiser with t-shirts that say “We Stand Bayou” where one has the opportunity to choose a family or charity to donate to.

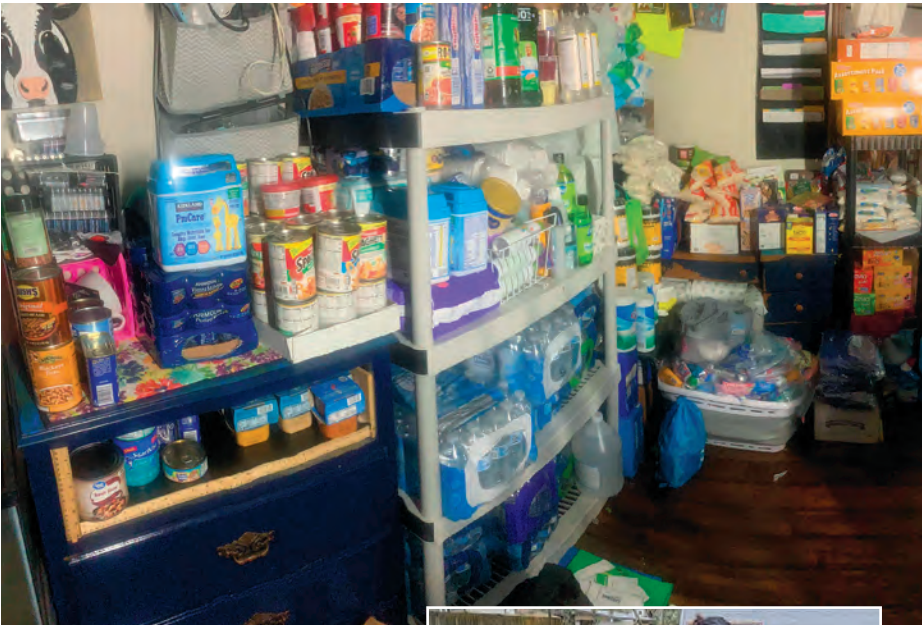
To order, one may Venmo \$30 to @graceholiccoaching with name, email, size, unisex or v neck included.

For those who would like to make a monetary donation directly to the Ward family, one may Venmo @Kati-Ward-2.

Ward said the generosity and goodwill she’s encountered during this situation have already inspired her to begin thinking of ways to pay it forward.

“When I get back on my feet, just how do I give back to this amazing place we call home,” Ward said, adding the family indeed plans to rebuild their home. “I could never imagine living anywhere else. This is a special place.”

COOKS from 1A



Hopping to action is exactly what Jerri Lynn has been doing.

“My very supportive Facebook friends have been sending me Venmo money and bringing me some food to cook so it wouldn’t go bad in their freezers. I even got blessed with a new huge pot, propane burner and propane from community members.”



Jerri Lynn Cooper has created a donation station in her home and has cooked meals for the community in the aftermath of Hurricane Ida.

Jerri Lynn has fed 30-60 people every day, sometimes twice a day. She has also been able to open a donation station with supplies and food for people who need it.

“This wouldn’t have been possible without the support and donations of the community,” she said. “I’ve been blessed with a livable home so I can focus on helping others.”

Jessica Henry met Jerri three years ago when she and her fiancé Blake bought Jerri and her husband Peadie’s house.

“Jerri is the most amazing, selfless person I’ve ever met in my life,” Henry said. “Not only does she take care of

her large family like a boss, but anytime she hears of someone in need she does whatever she can to help them. She has really showed up and showed out in the aftermath of Hurricane Ida by providing friendship, supplies, hot meals and so much more to so many people. She’s like a little energized bunny that just keeps going.”

Jessica said Peadie says it best - “Jerri just can’t not do for people.”

PARK from 1A

said her effort was well worth the time spent considering her children got to play.

“The kids surely enjoyed it, I must say,” she said. “I am no professional

safety inspector or engineer, but myself and other parents, including guys, have been on the playground and the structure seems to have held up fine.”

GIVE. ADVOCATE. VOLUNTEER.
LIVE UNITED



United Way of St. Charles

To make monetary donations please visit
UWAYSC.ORG

Interested in getting more involved with United Way of St. Charles?
Contact Melissa: 985-331-9063 / melissa@uwaysc.org

Appointments
7am–7pm & on Saturdays!
Emergency Dental Care Available Today!


504-469-9778 
CrescentCityDentistry.com



NEW SARPY from 2A

storm) and can only really take 30 minutes at a time on their own situation, even being the two with the most damage. We're all either next door to each other or a block away from each other.

"You can't dwell on it ... you want to cry, but when there are so many tears around you, it's up to you to be the strength that holds it all together."

This is all new to her, and it's learn as you go.

"But they say Louisiana women are the toughest men you'll meet in your life," she said.

Cavallo remembers Hurricane Katrina. It struck when she was 15 years old, and she and her family evacuated. This time, not so, because of the family's extenuating circumstances. They rode out the storm.

"Because of how sick Papa is, they had to stay. And for us, if they're not (leaving), we're not, either," Cavallo said.

As it was for so many that night, one in which the Category 4 storm hovered above and pounded the area for hours, it was a truly scary night. Cavallo called it a night of prayer, and said being surrounded by family allowed her to maintain a sense of peace through much of the event.

"We were consumed in prayer and love," she said. "T-Maw (Toni) prays enough for all of us, just by herself."

That peace was shaken, however, when her 10-year-old daughter watched the carport ripped from their home.

"She sat there crying, asking me why did we not just leave," Cavallo said.



Damage from homes of the Schexnaydre family following Ida.



"That's the one time I cried. It was definitely an experience. I saw on Facebook, they say the daughters of Katrina are the mamas of Ida."

They got through it, and despite that experience, Cavallo said she does not regret staying through the storm.

"I was part of the cleanup crew in my area, part of putting some order back for people who weren't here," she said. "I documented everyone's damage and was able to start making preparations and working the next morning."

It became one big family gathering at the home of Schexnaydre's mother and father, the one home of the five powered up through a generator.

"(They had) six people in their house who don't have power (themselves)," Cavallo said. "And she (Schexnaydre's mother) needs all the help she can get

right now. She's not working at full capacity either, she broke her leg around Thanksgiving. *(But) the Schexnaydres are known to be willing to give the shirt off their back."

Though their own bounce-back from this storm is taxing, Cavallo said she also feels blessed, because for many, the damage has been far more severe.

"I have a lot of friends, in Bayou Gauche, in Des Allemands, who lost everything," she said. "Houses flipped upside down. It's like we're dealing with two different storms at the same time."



To the dedicated team members of Ochsner Health and St. Charles Parish Hospital who work tirelessly to care for our community, we **thank you**. We will never forget the countless hours you spent putting the needs of others ahead of your own as you fought through **Hurricane Ida** during the fourth surge of COVID-19. Today, and every day, we honor you, your heroic acts and unwavering spirit. You are our real-life **SUPERheroes** shining bright for others in darkness.

Together, we are Louisiana Proud and **#OchsnerStrong**.

Healthcare *Superheroes*

caring for our communities

Visit ochsner.org/superhero to support our Ochsner Heroes who were impacted by Hurricane Ida.

St. Charles Parish Hospital

Managed by  **Ochsner**

LEMONADE STAND from 2A



Michael said it made him feel happy to help others, and Molly said it made her happy to put a smile on someone else’s face.

Hannah said it made her feel proud and happy to help others, and Jordan agreed.

“It made my heart feel happy and very selfless in time of need,” Jordan said.

The children and their families each face their own obstacles. While the Schlumbrecht residence did experience storm damage, Tiffany said the family will be able to live in their home during the rebuilding.

The Lirette family, however, will live in a camper in their driveway while their home is being repaired.

“It was rewarding as a parent for your kids to think about others when our home is unliveable,” Christina said.

Tiffany said she was happy to see that her kids’ eyes were opened to selfless acts and thinks the experience was a great way for them to think about others and figure out a way to help people who



With the proceeds from their lemonade stand, the Schlumbrechts and Lirettes were able to feed 100 linemen.

are struggling.
“I was extremely impressed with them doing it on their own,” Tiffany said.

St. Charles

HERALDGUIDE

PUBLISHERS EMERITUS:
Allen J. Lottinger
& Colette Lottinger

PUBLISHER:
Jonathan Menard

EDITORIAL
Ryan Arena Sports Editor
Monique Roth Lifestyles Editor

ADVERTISING
Jonathan Menard Director

DESIGN
Desiree P. Lewis Production Manager
Kevin Orgeron Art Director
Jeff Cashio Graphic Designer
Alissa Zeringue Graphic Designer

ADMINISTRATION
Juanita Guidry Controller
Vette Dunn Classifieds & Legals Receptionist

The St. Charles Herald-Guide (USPS 475-680) is published weekly on Thursday for \$22.99 for six months, \$34.99 annually, by Herald-Guide Publishing, L. L. C., 14236 Hwy. 90, Boutte, LA 70039-1199. Periodicals postage paid in Boutte LA, and additional mailing offices.

POSTMASTER:
Send address changes to
St. Charles Herald-Guide,
P.O. Box 433294
Palm Coast, FL 32143

**14236 U.S. HWY. 90,
BOUTTE, LA 70039**
Solely owned by
Louisiana Publishing, Inc,
Allen J. Lottinger, president
Office Hours: 8:30-4:30
Phone: 758-2795

SUBSCRIPTION RATES:
• 4 Weeks \$2.99
Recurring Billing
• 26 Weeks \$22.99
Bill every 6 months
• 52 Weeks \$34.99
Billed Annually
• 104 Weeks \$59.99
Billed every 2 years

Phone: 1-866-282-1498
or visit
www.Heraldguide.com



EL

PASO

MEXICAN GRILL



12895 HWY 90,
SUITE A LULING
985-331-1984

TREE CARVING from 2A

something to help out my neighbors.”

Kimble collected tree branches from his neighborhood and went to work for what he thought would be likely be a brief project, then dropped the finished product door to door.

It was not that brief. Simoneaux’s Facebook post drew nearly 300 likes and over 100 comments. The thread of responses directed her to Kimble, but the majority were made for a different reason.

People wanted their own keepsake, and not just people in Norco.

“She saw me and asked about it,” Kimble said. “She let me know there were a number of people who said they’d like one.”

He began carvings of St. Charles Parish Strong, Paradis Strong, Luling Strong, Destrehan Strong and LaPlace Strong among the signs made to fulfill the requests. He would sell each for \$5, with a discount to those ordering three or more. A second post by Simoneaux to gauge orders brought almost as many replies as the first.

“She said she had orders for 86 of them,” Kimble said. “I was taken aback by such a large number so quick. I was definitely not



expecting that. There have been a lot of Norcos ... really just about every (nearby) town, and even parish-wide. St. Charles Strong, St. John Strong, everybody representing their own town.”

Between collecting, cutting and sanding the trees and putting the finishing touches on, the task isn’t that physically demanding, though it is time-consuming.

“But I’ve got nothing to do right now,” said Kimble, who said while his Clayton Drive neighborhood was devastated by Ida, his home was relatively unscathed compared to others. “If this can make people a little happier and things a little better right now, then why not?”

RESTAURANT from 3A

and bring food from La Vita Bella, her Long Beach, Miss. restaurant, to St. Charles Parish.

“Jessica had been through Hurricane Katrina on the coast of Mississippi and knew how it felt and just wanted to help,” Mitchell said.

Sadiku said she followed Hurricane Ida very closely.

“I really thought it was going to come to the Mississippi Gulf Coast, where I’m from and where I live and I thought, ‘Oh my gosh ... this is like watching Hurricane Katrina from when I was 18 years old,” she said. “Once Ida passed through Louisiana, I watched news stations out of New Orleans. What I felt when I saw the devastation of Louisiana was the same feeling I had when Katrina hit my hometown. I just remember the hundreds maybe even thousands of volunteers that helped us. I wanted to do the same thing - help those in need.”

Mitchell contacted the parish EOC and asked them connect her with someone who could help her get the hot meals to more people.

“I was connected to Rev. Gordon Taylor of St Matthews Baptist Church in New Sarpy and by the very next day Jessica was here with hot food and with the help of Rev Taylor we fed more than 100 people,” Mitchell said.

Sadiku and her husband drove down two trays of lasagna, two trays of chicken parmesan, two trays of chicken alfredo, two trays of spaghetti and meatballs, two trays of tortellini and two trays of garlic bread knots.

“I drove two hours to Destrehan with all of the trays of food in my trunk,” Sadiku said. “It was devastating to see homes destroyed, families misplaced, furniture tossed on the curb, mobile homes flipped upside down and on their sides. It was a flashback for me. I’m glad I could be there for them ... I’m grateful we could help out.”

Taylor, an associate minister at the St. Matthew, said he, Mitchell and the Sadikus were joined by Tracy Mims Peterson, Pastor Jimmie Gooden and Reverend Jeff Patterson in serving the meals.

“Everyone was very appreciative to get a delicious meal,” he said, adding the United Way of St. Charles delivered 65 boxes of goods and supplies donated by Churches of Christ from the state of Tennessee. “We are very appreciative of the blessing, love, support and teamwork by everyone who put smiles on our faces.”

Another Reason to Choose
THIBODAUX REGIONAL
for Your Healthcare Needs



Lindsay Lasseigne, MD, MBA
Neurosurgeon

Thibodaux Regional welcomes Dr. Lindsay Lasseigne, Neurosurgeon. A native of Lockport, Dr. Lasseigne earned her undergraduate degree from Nicholls State University and received her medical degree from Louisiana State University Health Sciences Center in New Orleans. She also completed her Internship and Residency in Neurosurgery at Louisiana State University Health Sciences Center in New Orleans. Additionally, Dr. Lasseigne completed a Fellowship in Neurocritical Care at Case Western Reserve University - University Hospitals Cleveland Medical Center in Cleveland, OH.

Dr. Lasseigne specializes in surgical treatment and management of disorders of the nervous system including degenerative disc disease, chronic neck and back pain, radiculopathy and myelopathy, traumatic injuries and spine fractures, carpal tunnel syndrome, traumatic brain injury, and brain and spinal tumors. She has special training in minimally invasive spine surgery and management of critically ill neurological patients.

Dr. Lasseigne has a great sense of pride with regard to her bayou roots, making the choice to return to Thibodaux an easy one. It is her lifelong ambition to dedicate her education and training in service of the needs of her local community, so people of the bayou region can receive the finest and most compassionate care close to home.

Office Location:
Thibodaux Regional Brain and Spine Clinic
726 North Acadia Road, Suite 2100
Thibodaux, LA

To Schedule an Appointment:
985.447.2645



THIBODAUX REGIONAL
HEALTH SYSTEM

thibodaux.com

Obituaries

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

Sassin

James “Jimmy” Edward Sassin, Jr. January 27, 1961 - September 12, 2021 James “Jimmy” Edward Sassin, Jr. ascended into his eternal life on September 12, 2021. He was born on January 27, 1961 in Texas City, Texas to the late Barbara Lynette Sassin and James Edward Sassin, Sr. Jimmy enjoyed working on cars, cooking, grilling and taking long drives in his truck. Jimmy was famous for making his homemade chili and barbeque ribs. He worked in the chemical field for 37 years. He met the love of his life Tammy in 1980, and they were married on June 26, 1982. They were married for 39 wonderful years. Jimmy was an exceptional father and grandfather. He loved spending time with his family and cooking for them. He is survived by his loving wife, Tammy Sassin; their children Brandon Sassin (Miranda), Ryan Sassin and Lindsay Sassin; his five grandchildren Kaylyn, Peyton, Macie, Briana, and Jace. Jimmy is also survived by one brother Jeffrey Sassin, Sr. (Louise). He is



preceded in death by his mother and sister, Catherine Denise Sassin. He was also survived by nieces, nephews, other family and friends and will miss him dearly. Relatives and friends of the family are invited to attend the funeral service in the parlor of Mothe Funeral Home, 7040 Lapalco Blvd., Marrero, LA on Friday, September 24, 2021 at 11 AM. Interment St. Charles Catholic Cemetery, Luling, La. Visitation will be held from 9 AM until funeral time.

Zeringue

Ronald Charles Zeringue, passed away peacefully on September 23, 2021 at the age of 72. He was born November 11, 1948 and a longtime resident of Hahnville, LA. On his final day he was surrounded by his wife and children, whom he loved dearly. Service and internment will be held on Thursday, September 30th at 10AM at St. Charles Cemetery in Luling for family and friends to attend.



Ronald worked for the St. Charles Parish School Board for 25 years. In his spare time, he loved to fish and hunt, but his passion was gardening year round. Ronald is survived by his wife of 47 years, Irma Mae Hymel Zeringue; His children- Kristie Zeringue Orgeron (Jason), Brooke Michelle Zeringue (Chad), and Ron Michael Zeringue. Grandchildren- Braeden Christopher Orgeron and Addison Noelle Orgeron. He is also survived by his siblings, James “Jabo” Zeringue, Sr. (Dale), Isabelle Z. Benoit (Carlton), Gayle Z. Bourgeois, Jenny Z. Oncale, and Sister-in-law, Carolyn Bechel Zeringue. He is preceded in death by his parents Joseph Andre’ and Isabelle Schexnayder Zeringue, and siblings- Nelwyn Ann Zeringue, Janice “Dee-Dee” Hymel, and Paul Zeringue, Sr. The family would like to give a special thanks to Passages Hospice. Your teamwork was amazing. To Cindy, Casie, Sylvia, Stephanie, Starr, and Anthony- You have touched our hearts and will never be forgotten. The care and support provided by this team was exceptional. Falgout Funeral Home is in charge of arrangements.

VALERO from 4A

\$200,000 for distribution of hygiene kits, and another \$50,000 was contributed to Second Harvest Food Bank for meals for affected families. Working hand-in-hand with the St. Charles government, Valero also helped feed emergency responders, school personnel and residents in neighborhoods near the refineries with more than 5,400 meals and hundreds of cases of bottled water. “Thanks to Valero for the donation of sandwiches which were distributed in a few neighborhoods in need,” St. Charles Parish President Matthew Jewell said. “They are also helping to feed essential personnel and first responders... we are all extremely grateful.” In an effort to express appreciation to first responders, Valero also held a series of fuel card giveaways for St. Charles Parish Hospital and St. Charles Parish Government employees, as well as St. Charles Parish firefighters. “I am so proud to be part of the



Valero has held a series of fuel card giveaways for St. Charles Parish Hospital and St. Charles Parish Government employees, as well as St. Charles Parish firefighters. Valero team, especially in times like these,” St. Charles Parish Councilman Bob Fisher said. “As St. Charles Parish Councilman District VI, I feel both fortunate to serve my community and see all of the support my company gives to St. Charles Parish.”

ACCESS HEALTH from 5A

with regular hours for in-person and telemed appointments. The AHL St. Charles Community Health Center, located at 16004 River Road in Norco, is open for telemedicine appointments only at this time due to building damage and repairs. Reynolds-Montz said anyone needing medical assistance in St. Charles Parish should call 1-866-530-6111 to connect with a provider or schedule an appointment, including COVID testing and/or vaccines. While AHL's school-based clinics with reopen following the school district's schedule, Reynold-Montz said providers continued caring for student patients from its school-based health centers by phone or telemedicine appointments and that they worked with parents to transfer prescription medications to pharmacies in the cities families were evacuated to. Reynolds-Montz said she is proud of all AHL employees. “While almost every employee was



Access Health Louisiana has provided residents with hot meals in the aftermath of Hurricane Ida.

impacted in some way by Hurricane Ida, most have returned to work helping care for patients, only to return home each night to face storm damage and repairs at their homes and children in limbo from school closures,” she said. “The impact of Hurricane Ida will be felt for many months. Our job in healthcare is to be there for our patients. Louisiana families are resilient ... we will come out of this stronger as a community.”

LeBlanc Wealth Management





DIVERSIFYING OUTSIDE OF YOUR 401(K)

The LeBlanc Wealth Management Team at LPL Financial provides comprehensive financial services to help clients achieve their financial goals.

⌘ Mutual Funds

⌘ Variable Annuities

⌘ Real Estate Investment Trusts

⌘ Private Equity

⌘ Managed Money

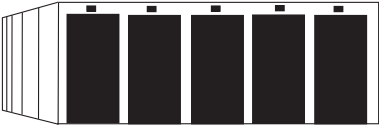
⌘ Individual Stocks

Make an appointment or stop in to see us!

12225 Highway 90, Suite A Luling, LA 70070 | 504.305.2080

www.leblancwealthmanagement.com | LPL Financial member FINRA/SIPC

GISCLAIR PROPERTIES



Houses, Trailers & Trailer Spaces

THREE LOCATIONS

Paradis

Mini-Storage

Standard & Climate

Controlled

Parking Spaces for

R.V.'s & Boats

(985) 758-5858

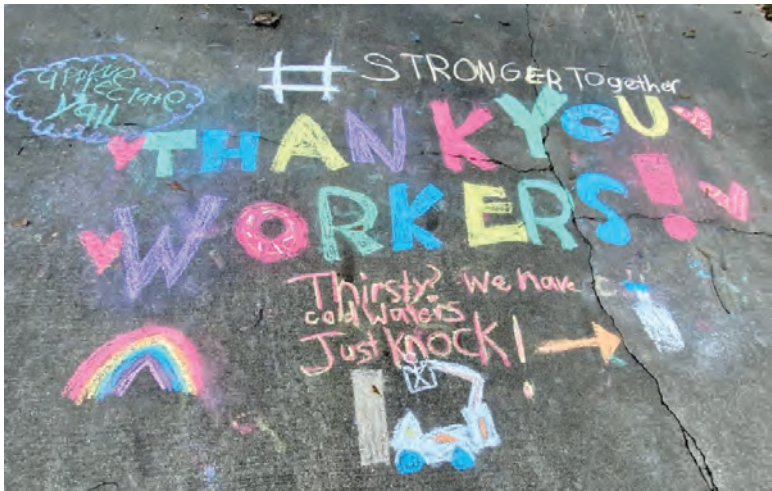
St. Rose

Mini-Storage

Norco

Self Storage

(504) 463-3363



A message from children to workers after Ida.



The crew from New York gave us power.



Reese catching frogs.



Always having a good time, no matter the circumstance.



August Clesi.



Herald-Guide

facebook

MEMORIES

Photos submitted by fans of the St. Charles Herald-Guide's Facebook page.

Find us at www.facebook.com/heraldguide

Sponsored by THE ONLY LOCAL BANK IN ST. CHARLES PARISH

FREE CHECKING • FREE CHECKS • FREE GIFT

FIRST NATIONAL BANK U S A

13386 US-90 • Boutte, LA • 985-785-8411





Tatum, Aubrey and Rhett enjoy the wind in their hair during hurricane.



Korbin and Kaizer in Houston for Ida.



Kylie, Paisley, and Ethan love to play dress up.



Justin and Maverick Ward.



Watching it happen.



Jayson, Cole and Jayden feeding some of the linemen.



Jason, Jackson and Blake Louise planning their new house.



Harper Falcon so happy to see her cousin Dean Bourgeois after he finally returned from evacuating.



Enjoying a ride.

Delivering the Best Heart Care To Our Region



Shown in Photo: Thibodaux Regional and Cardiovascular Institute of the South Physicians and Staff

Through our combined expertise and state-of-the-art technology, we bring a broad range of cardiovascular treatments and procedures to the Bayou Region. Why is this so important? **Because high quality heart care close to home is not only convenient, it's life-saving.**

**RECOGNIZED
AS ONE OF
THE NATION'S**

Watson Health®
50 Top Cardiovascular Hospitals 2021



**THIBODAUX REGIONAL
HEALTH SYSTEM**

For more information call 985.493.4703.

50 Top Cardiovascular Hospitals® is a registered trademark of Watson Health™



“It’s imperative. You can’t start 0-2 ... it gets no easier from here.”
— HHS head coach Daniel Luquet on securing a win this Friday at ESJ

Cole Villaseñor of Hahnville rushes against Destrehan in Saturday’s season opener.

Hahnville preps for critical ESJ clash

Two rivals with high expectations and difficult circumstances square off, determined to avoid 0-2 start

Ryan Arena Editor
ryana@heraldguide.com

The Hahnville Tigers were eager to return to the football field after the cancellation of the season’s first three weeks, but it wasn’t the outcome they’d envisioned.

A 42-7 loss to archrival Destrehan was the result of a game that went off the rails for Hahnville after a first quarter that saw the Tigers emerge with a 7-0 lead. But Destrehan’s relentless pass rush kept first-time starting quarterback Donovan Friloux from ever getting into a groove. The Wildcats’ offensive line controlled the action on the other side of the ball, and after DHS took its first lead, turnovers buried the Tigers.

“You have to protect the football, and you have to do the things you need to do up front on both sides of the ball,” said Hahnville head coach Daniel Luquet after the game, the first for both St. Charles Parish teams following Hurricane Ida. “We didn’t do that, and when that happens, you get your tails whipped by a good team.”

There’s no time to step back and regroup, however – the Tigers must repair on the fly, as next on the slate is a Friday night date in Reserve with another River rival, East St. John, another team pegged before the season as a District 7-5A title contender.

These games carry even more importance than usual, given the early cancellations – each remaining regular season game will be one of seven, opposed to the expected 10.

“We knew this four-game stretch would be our toughest part of the schedule (before the storm),” said Luquet. “You’d like to have had some games under your belt before this, but it’s the way it goes. And this is the same kind of East St. John team as always: big, athletic playmakers all over the field.”

Under head coach Brandon Brown, East St. John has reestablished itself among the state’s most difficult matchups – and among its local rivals. After falling behind in the 7-5A pecking order for several seasons, ESJ has gone 16-5 over the past two seasons, and over the past three seasons has scored two wins over Hahnville – including a 38-16 win last season - and one over Destrehan.

A big reason for that is the development of a defensive unit that, when at its best, is among the state’s stingiest.

“They’re fast, man,” Luquet said. “So fast. They do a great job of keeping you

in front and rallying to the football. They make you sustain drives down the field.”



K’Jon Smith of Hahnville

At 6’3, 287 lbs., Durell Daigre is an imposing figure up front for East St. John, and not just because of his size and strength – Luquet notes the athletic Daigre moves like a much smaller player, splits double teams and uses his hands well.

On the offensive side of the ball, Hahnville must find an answer for wide receiver Kylon Harris, who burned the Tigers for three touchdowns in last year’s game.

“He’s very explosive,” Luquet said. “He’s not big in stature but he plays big. We’ll have to line up correctly and really bracket him.”

Luquet said the team will welcome back two starters to the secondary who were still evacuated last week, which should considerably help in the effort to contain Harris and his fellow playmakers.

“I believe in our secondary,” Luquet said. “I know it didn’t show against Destrehan, but I’m a firm believer that this defense is much improved from last year – more physical, faster ... we need to do a better job of playing complementary football if we’re to get out of Reserve with a win Friday. Because that’s imperative. You can’t start 0-2. Thibodaux and De La Salle come next, so it gets no easier.”

Like Hahnville, ESJ operates with a first-year starter at quarterback, George Smith. Joining Smith in the backfield is Cortez Fisher, a talented running back who also made his mark last season in the Tigers/Wildcats’ clash.

ESJ fell 16-14 in a defensive battle last week with Thibodaux. Another school ravaged by Ida, ESJ could not practice in pads – those arrived on game day – and Luquet expects ESJ to be all the more prepared and determined this week.

Hahnville at East St. John

Time: 7 p.m. Friday

Place: Joe Keller Stadium in Reserve

Opposing player to watch: WR Kylon Harris scored a trio of TDs in last season’s ESJ win over the Tigers.



TODAY’S CAR CARE



Complete Automotive Services

90 MIMOSA AVE
AT HWY. 90
985-785-9510



TODAYSCARCARE.COM

THE TEAM YOU CAN TRUST

CALL NOW TO SET UP AN APPOINTMENT

Your friendly,
no
hassle
bank.



FREE CHECKING

First order
of checks are free
FREE GIFT
AT ACCOUNT
OPENING

Lot, Construction
and Home Loans

FIRST NATIONAL
BANK ★U★S★A★


BOUTTE

13386 Highway 90

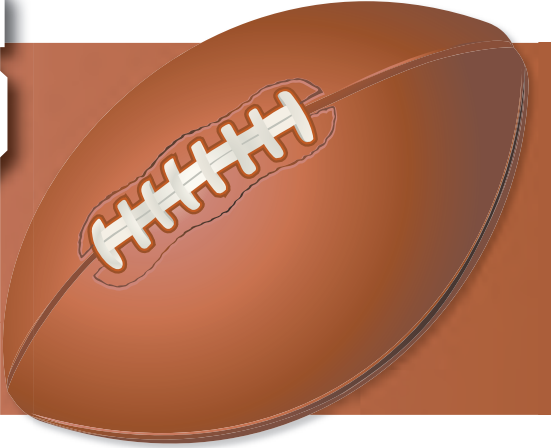
985.785.8411

www.fnbusa.com



MEMBER
FDIC

HHS PLAYERS
OF THE WEEK





YOUR
DENTAL HOME
TEAM



We'll See You... Today!

✓ Emergencies & Walk-Ins Welcome

✓ Friday And Saturday Appointments

✓ Interest-Free Financing

✓ In-Network With Most Dental Insurance & Medicaid

✓ Sedation To Ease Anxiety

✓ In-House Denture Lab: Repairs, Relines While You Wait

Quynh Nguyen, D.D.S.

Samir Hamdan, D.D.S.

Joseph Le, D.D.S.

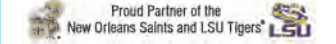
Minh Do, D.D.S.

Joseph R. Lacoste, Jr., D.D.S.

Robert Freeman, D.D.S., M.S.D., Pediatric Dentist

Khanh Luong, D.D.S., M.S., Orthodontist

Luis Moncada, D.M.D., Periodontist



Proud Partner of the
New Orleans Saints and LSU Tigers

985-758-5110

14243 Hwy 90 East • Boutte

(1/2 mile from Hahnville High School)

A Team of General Dentists and Specialists
Working Together to Care for Your Entire Family

LaDentalCenterBoutte.com



OFFENSE

Troy Kendrick

Wide receiver

Hahnville's top returning receiver got off to a hot start Saturday, his long reception from Donovan Friloux setting up a Tigers' touchdown. He caught three passes for 50 yards to pace the Tigers' offense.



DEFENSE

Jadden Green

Defensive tackle

The Tigers' nose tackle did not have an easy assignment in his first varsity start, facing off against a veteran and powerful Destrehan defensive line. He held his own taking on double teams and was strong in pursuit, however, and a strong effort earns him the nod as Week 1 standout.



TODAY'S CAR CARE





Complete Automotive Services

**90 MIMOSA AVE
AT HWY. 90**

985-785-9510



TODAYSCARCARE.COM

THE TEAM YOU CAN TRUST

CALL NOW TO SET UP AN APPOINTMENT

DHS PLAYERS
OF THE WEEK



OFFENSE

Brandon Freeman
Running back

His first extended regular season varsity action came with the spotlight of the Destrehan/Hahnville rivalry upon it, and Freeman made it count. He scored two rushing touchdowns and tallied 85 yards on just six carries, including a third-quarter breakaway run that effectively put things away in a 42-7 win.



DEFENSE

Patrick Rojas
Linebacker

Rojas made nine tackles, flying all over the field and to the ball over and over again against Hahnville. A first-year starter at inside linebacker, his promising spring and summer has translated to live action.

Majoria's

SUPERMARKET

We're Family Owned & Operated Since 1964

Hot Grab & Go Meals!

MONDAY
Red Beans and Rice with Sausage

TUESDAY
Beef or Turkey with Snap Beans and Mac & Cheese

WEDNESDAY
Italian

THURSDAY
Fried Chicken

FRIDAY
Fried Seafood

13413 Hwy. 90 • Boutte

OPEN
Monday - Saturday: 8am - 7pm
Sunday: 8am - 2pm

785-2431 • 785-2441
FAX: 785-8884

Propane Exchange Now Available



SCENES
FROM THE SIDELINES



Scenes from the
Sidelines is sponsored by

Orthopedics and Therapy & Wellness: 1057 Paul Maillard Rd., Luling, LA 70070
Performance Training, Therapy & Wellness: 105 Plantation Rd., Destrehan, LA 70047
Orthopedics & Sports Medicine: 13100 River Rd., Destrehan, LA 70047

St. Charles
Parish Hospital

Managed by
Ochsner

Get back in the game with **Ochsner Health.**

985-772-6206 | ochsner.org/schedule



Wildcats eye 2-0 start in season, district play

Ryan Arena Editor
ryana@heraldguide.com

Off the field, things have been a nightmare for Destrehan and St. Charles Parish as a whole over the past month.

On the field, however – the Wildcats could not have scripted a better beginning to a season.

A dominant in all phases effort resulted in a 42-7 win over Hahnville in the annual rivalry battle between the teams, and along with it a 1-0 start to both the regular and District 7-5A seasons.

“It’s big,” said Destrehan quarterback Jai Eugene, who accounted for two touchdowns in the game. “This is one of the biggest rivalries in the country ... for us, it was about gaining momentum, playing as a team and keeping everyone level. It’s all about winning.”

Five different Destrehan players scored rushing touchdowns in the most decisive victory the rivalry has seen since 2015, a 49-23 DHS win;

the greatest victory margin of the previous five meetings of the teams has been 13 points.

“It was all about momentum, playing as a team and keeping everyone level. It’s all about winning.”
— QB Jai Eugene on win over HHS

As these things are in prep football, though, a team must turn the page and keep pushing forward after a strong performance. And as Destrehan prepares for its home opener this Friday night against district foe H.L. Bourgeois, Wildcats’ head coach Marcus Scott does not want to see his team take its foot off the gas pedal.

“It’s easy to get complacent,” Scott said. “But the good teams find ways to challenge themselves and constantly seek improvement. And that’s what we challenge each player and each coach to do, find

ways to do that.

“Once you think you have it all down, that you know it all, that’s usually

the day something bad happens.”

Bourgeois opened the season with a strong effort of its own, a 19-0 victory over Terrebonne, a result more impressive when considering the Braves were regrouping on several levels, both Ida-related and not. Tawaskie Anderson stepped down from his post as head coach in mid-September after two seasons leading the team. Sterling Washington stepped into that role and led the Braves to the win. Anderson resigned after losing his home to Ida and moving to Texas

thereafter.

“They’ve changed the offense a little bit this year,” said Scott. “They were mixing in some spread stuff last year but now they seem to be a lot more-wide open. They have some capable skill guys.”

That group is led by wide receiver Luke Lirette, who Scott noted stands out.

Defensively, Scott sees a team that plays hard and competes every snap, and a scheme that looks to confuse the quarterback.

“They mix up their looks. They seem to be able to send pressure and get home at times, and they all play as a unit. They get to the ball,” he said.

The Wildcats know a little something about defense. Despite losing six starters from a year ago, Destrehan looked suffocating as ever.

Two of the team’s new starters stepped into the



Brandon Freeman of Destrehan breaks outside in Saturday’s win over Hahnville.

spotlight in a big way. Linebacker Patrick Rojas led the team in tackles, while safety Jacobi Green was second on the team in his first action since converting to defense from wide receiver.

Scott said Green’s physicality stood out on offense last year, inspiring the move.

“He’s really gotten comfortable on the defensive side,” Scott said. “He has the size and speed of what people look for at that safety spot ... he was very physical and a willing blocker, plus he’s a good athlete. So when we

had to replace some guys (on defense), he was at the top of the list to see if he could come over to defense and contribute, and he’s done just that.”

H.L. Bourgeois at Destrehan

Time: 7 p.m. Friday

Place: Wildcat Stadium

Opposing player to watch: WR Luke Lirette is the top playmaker of what’s been a more wide-open offense this season.

Another Reason to Choose THIBODAUX REGIONAL for Your Healthcare Needs



Derek Haight, MD
Interventional Pain Management Specialist

Office Location:
Thibodaux Regional Pain Clinic
726 North Acadia Road, Suite 2400
Thibodaux, LA

To Schedule an Appointment:
985.493.4080

Thibodaux Regional welcomes Dr. Derek Haight, Interventional Pain Management Specialist. Dr. Haight earned his medical degree from McGovern Medical School at the University of Texas Health Science Center in Houston, TX. He completed his Residency in Anesthesiology at the University of Alabama at Birmingham in Birmingham, AL. Additionally, Dr. Haight completed a Fellowship in Pain Medicine at University of Texas Medical Branch at Galveston in Galveston, TX.

Dr. Haight specializes in treating various pain conditions including low back pain, neck pain, joint pain, peripheral neuropathy, diabetic peripheral neuropathy, complex regional pain syndromes, post-herpetic neuralgia and chronic post-operative pain.

Dr. Haight says he chose to practice at Thibodaux Regional because he is able to treat his patients in a comfortable environment with state of the art technology. He also states that it is a beautiful area with great people and great food.



THIBODAUX REGIONAL
HEALTH SYSTEM

thibodaux.com

ST. CHARLES PARISH PUBLIC NOTICES



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



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



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



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



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



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



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



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



Beth Billings
Councilwoman, Division A
985-603-4068
bbillings@stcharlesgov.net



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

Public Notice

NOTICE

Out of an abundance of caution, and pursuant to Article IV, Section 21(D)(1) of the Louisiana Constitution, notice is hereby given that on August 29, 2021 Entergy Louisiana, LLC ("ELL"), a public utility providing retail electric and gas service throughout the State of Louisiana, filed with the Louisiana Public Service Commission ("LPSC") its Formula Rate Plan ("FRP") Rider Schedule FRP Evaluation Report Compliance Update for Test Year 2020.

The filing reflects an earned return on common equity ("EROE") for the 2020 Evaluation Period/Test Year of 8.45%, which is below the approved FRP midpoint and is unchanged from the original Evaluation Report filing made on June 30, 2021. Pursuant to Section C.4 of the approved Stipulation Term Sheet, Basic FRP Revenue will be increased by \$63 million. Due to other changes in overall FRP Revenues, including recognition of FERC Opinion 575 in Docket ER13-1508 and offsetting reductions in capacity cost, the net increase in overall FRP Revenues is \$64,865,336. Subject to final LPSC review, the resulting FRP factors to be applied to the respective ELL rate classes (including Legacy ELL and Legacy EGSL rate classes) effective for customer bills rendered on and after the first billing cycle of September 2021, are as follows:

Lin No.	Rate Class	Total ELL FRP Rate Adj.
1	ELL- Residential	83.2089%
2	ELL- Small General Service	82.1267%
3	ELL- Large General Service	82.2447%
4	ELL- Large Industrial Power Service	80.4632%
5	ELL- Large Load, High Load Factor Power Service	80.3632%
6	ELL- Large Industrial Service	81.2083%
7	ELL- Lighting	82.5804%
8	EGSL- Residential	83.6409%
9	EGSL- Small General Service	83.1188%
10	EGSL- General Service	82.8061%
11	EGSL- Large Power Service	80.8445%
12	EGSL- High Load Factor Service	80.7960%
13	EGSL- Municipal Water Pumping Service	82.8748%
14	EGSL- Street & Area Lighting	82.8069%

It is estimated that the proposed adjustment in rates will have the following effects upon applicable Legacy ELL customers' typical monthly bills: for a Residential customer using 1,000 kWh the bill would change by approximately \$2.95, from \$121.23 to \$124.18; for a Small General Service customer using 50 kW and 12,500 kWh the bill would change by approximately \$32.47, from \$1,602.47 to \$1,634.94; for a Large General Service customer using 1,000 kW and 500,000 kWh the bill would change by approximately \$753.13, from \$44,324.19 to \$45,077.32.

It is estimated that the proposed adjustment in rates will have the following effects upon applicable Legacy EGSL customers' typical monthly bills: for a Residential customer using 1,000 kWh the bill would change by approximately \$3.73, from \$114.13 to \$117.86; for a Small General Service customer using 5000 kWh the bill would change by approximately \$21.30, from \$656.13 to \$677.43; for a Large General Service customer using 500 kW and 255,500 kWh the bill would change by approximately \$508.71, from \$21,176.64 to \$21,685.35.

For questions and comments regarding ELL's filing, please call the LPSC toll free at (800) 256-2397. Additionally, the filing, including its attachments may be viewed in the Records Division of the LPSC at the following address:

Records Division
602 N. 5th Street, 12th Floor
Baton Rouge, Louisiana 70802
Telephone: (225) 342-3157

ENTERGY LOUISIANA, LLC

Publish: September 30, 2021

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON OCTOBER 14, 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.

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.

2021-5-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.

2021-6-ORD Matthew Jewell, Parish President/Dept. of Planning and Zoning an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Section VI, Zoning District Criteria and Regulations, adding transmission towers as a special permit use in the O-L zoning district.

NEW CASES:

2021-21-HOP requested by **Michael Wright** for a home occupation – "Investigative Security Solutions, LLC" – a private investigator at **115 Apple Street, Norco**, Zoning District R-1A, Council District 6.

2021-22-HOP requested by **Andrea Wilkie** for a home occupation – "No.311 Salon, LLC" – a salon at **20 Patricia Court, Luling**, Zoning District R-1A, Council District 2.

2021-12-MIN requested by **Whitney Properties XII, LLC** for resubdivision of one lot into four, Lot 6, Division of Gassen Estate, **131 Antoine Lane, Luling**, Zoning District R-1A, Council District 2.

2021-5-SPU requested by **Reve, Inc.** for a for an R-1A use in a C-2 zoning district, Lot C-6-B, Home Place Plantation, **122 Keller Street, Hahnville**, Council District 1.

2021-6-SPU requested by **Zachary Babin & Lindsay Collins** for an R-1A use in a C-2 zoning district, Lot 5, Square 201, Ellington Addition, **209 Milling Avenue, Luling**, Council District 2.

2021-7-ORD Matthew Jewell, Parish President/Dept. of Planning and Zoning an ordinance to suspend the enforcement of the Preliminary Digital Flood Insurance Map elevation requirements for non-repetitive loss properties for a period of 12 months, for structures damaged or destroyed by Hurricane Ida.

ALTERNATE DATE: None PUBLISH: 9/30, 10/7, 10/14

Public Notice

St. Charles Parish Public Schools Board Meeting - REVISED (Wednesday, September 22, 2021)
Generated by Shellyy Babiniaux on Thursday, September 23, 2021

Members present:
Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Sufirin

Meeting called to order at 6:26 PM

1. Opening Items

1.01 Call To Order

The Board President called the meeting to order.

Hahnville High School senior Annemarie McMillan led the opening prayer.

1.02 Pledge of Allegiance

Dennis Naquin led the pledge of allegiance.

1.03 Roll Call

All 8 Board members, the Superintendent and Executive Secretary were in attendance.

2. Business Items

2.01 Minutes, August 16, 2021 Committee Meetings and August 18, 2021 Regular Board Meeting

Approve the minutes of the August 16, 2021 Committee Meetings, August 18, 2021 Regular Board Meeting, and Emergency September 6, 2021, Board Meeting as presented to the Board.

Motion by John W. Robichaux, second by Dennis J. Naquin.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Sufirin

2.02 Emergency Resolution - Curriculum & Instructional Program

Approve the resolution authorizing emergency authority of the Superintendent to temporarily modify policy and procedure relative to Board Policy 3.0 - Curriculum and Instruction Program.

E. Alexander asked how long the resolution will be in effect. M. Bernard clarified this resolution was for the 2021-22 school year. The Superintendent added that the Board will be provided monthly updates if any policies are modified.

Motion by Arthur A. Aucoin, second by Clarence H. Savoie.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Sufirin

2.03 Bid Authorization Request Lease-Purchase School Buses

Approve the bid authorization request for the purchase of up to four (4) school buses through a lease-purchase agreement. E. Alexander asked how many buses were being used for Head Start. Director of Ancillary Services Teresa Brown said 9 (5 for Carver Early Learning Center and 4 for East Bank Head Start). He also asked if the money spent on these buses, specifically for Head Start, go towards Head Start matching funds? T. Brown said she would follow up with that information for him.

Motion by Arthur A. Aucoin, second by Alex L. Sufirin.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Sufirin

2.04 Bid Authorization Request-Purchase School Buses

Approve the bid authorization request for the purchase of up to three (3) school buses to transport students with special needs.

Motion by Arthur A. Aucoin, second by Dennis J. Naquin.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Sufirin

2.05 Risk Management and Benefits Clerical Support

Approve the hiring of clerical support for the Director of Risk Management and Benefits at a cost of \$157,780 + \$64,309 (salary + benefits).

J. Robichaux asked where will this new position be housed. Superintendent Ken Dertling said in the Central Office Administration Suite and/or shifting would be done within the office area.

Motion by John W. Robichaux, second by Dennis J. Naquin.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Sufirin

2.06 Personnel Items

Approve the personnel items as presented to the Board.

Motion by Clarence H. Savoie, second by Dennis J. Naquin.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Sufirin

2.07 Xerox Contract Extension

Approve the extension of the Xerox contract extending the current rate and terms through June 30, 2022 at a cost of \$197,480 (\$39,496.15 x 5 months).

E. Alexander asked how long was the original contract for. M. Bernard said the contract was ending in January of 2022 and confirmed it is a multi-year contract and 5 months were being added to the extension.

Motion by Alex L. Sufirin, second by John W. Robichaux.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Sufirin

2.08 Resolution Giving Preliminary Approval to the Issuance of Hurricane Recovery Revenue Bonds

Accept the resolution giving preliminary approval to the issuance of Hurricane Recovery Revenue Bonds.

Motion by Alex L. Sufirin, second by John L. Smith.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Sufirin

2.09 Accounts Payable for the Month of August 2021

Approve the accounts payable for the month of August 2021 as presented.

SOST

General Fund	\$1,966,976
Special Revenue Funds	2,211,776
Capital Projects	611,486
Debt Service Fund	588,248
GRAND TOTAL	\$5,379,186

Motion by Alex L. Sufirin, second by John L. Smith.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Sufirin

2.10 Superintendent's Evaluation - Executive Session

Motion by A. Sufirin second by D. Naquin and unanimously agreed to go into Executive Session per L.R.S. 42:15-17 to discuss Superintendent's Evaluation.

Motion by J. Robichaux, second by D. Naquin to go back into regular session.

3. Closing Items

3.01 Standing Committee Reports

A. Sufirin reported on the Finance & Audit Committee's 3 items.

The Transportation Committee report was given by A. Aucoin.

Personnel & Policy Committee was reported on by D. Naquin.

3.02 Superintendent's Report

It's almost been an entire month since Hurricane Ida wreaked havoc on our community and school system. While the sheer power of the storm devastated many buildings and homes, it fortified our strength and resolve as a parish and school community. As a system, we cannot remove the traumatic impacts and emotions so many have experienced, but we will provide hope and confidence by serving our employees, students, families, and community to the fullest extent possible to accomplish our mission of providing high quality educational opportunities for every student. Since daybreak after the storm, our committed staff and emergency contractors have worked tirelessly to restore, repair everything within our means and implement recovery processes that position us to return in an operationally safe and timely manner.

We will reopen schools in a phased approach with Phase 1 students returning the week of October 4th, Phase 2 students the week of October 11th and Phase 3 students the week of October 25th. Schools in each phase are listed on our district website. These timelines are tentative as we await release of buildings and clearance from a number of contractors conducting work. Once determined buildings meet safety, environmental, and operational standards, we will provide more definitive dates and plans for reopening schools. Also note these dates are subject to change and may be adjusted to reflect a sooner or later return date. Destrehan and Hahnville High School students will temporarily platoon on alternating days at Hahnville High School until repairs are complete at Destrehan High School. Students will attend school on Hahnville's campus on opposite days. Transportation will be provided for both sets of students to Hahnville High School's campus. The high school platooning schedule and logistics are still being developed and more information will be shared once finalized. Additionally, each school is developing school schedules and logistics which will be shared once finalized. If additional platooning is needed at either school sites, we will share that information with you once determined.

Supplementary information relative to all schools including things such as registration of students at different sites due to displacement or uniform flexibilities will be forthcoming in future correspondences. Finally, on behalf of dedicated staff and leaders throughout our system who worked tirelessly to mitigate, repair, and prepare our schools for reopening, thank you for your patience, support, and understanding. We are excited to embrace employees upon their return and to service our families and students in the upcoming weeks to provide high quality educational opportunities for every student.

3.03 Information Items

3.04 Meeting Adjourn

Motion by John W. Robichaux, second by Dennis J. Naquin.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Sufirin

Publish: September 30, 2021

Public Notice

"Anyone knowing the whereabouts of **Sarah Corrao Warden a/k/a Amy S. Fauchaux**, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 985-722-4003."

Publish: September 30, 2021

Public Notice

"Anyone knowing the whereabouts of **Mark L. LeGrande** heirs or descendants, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 985-722-4003."

Publish: September 30, 2021

Public Notice

"Anyone knowing the whereabouts of **Merit Johnson and Smith Robinson's** heirs or descendants, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 985-722-4003."

Publish: September 30, 2021

Public Notice



I, **Roland H. Clement**, have been convicted of Sexual Battery. Date of Conviction: 08/22/2011 and Sexual Battery, Date of Conviction: 08/22/2011 My address is: 442 Up the Bayou Rd., Des Allemands, La 70030

RACE: White
SEX: Male
DOB: 07/21/1998
HGT: 6'2"
WGT: 165
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: September 30, 2021 and October 7, 2021

Public Notice

St. Charles Parish Public Schools Committee Meetings (Monday, September 20, 2021)
Generated by Shelly Babineaux on Tuesday, September 21, 2021

Members present
Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Saville, John L Smith, Alex L Sufryn

Meeting called to order at 5:29 PM

1. Transportation Committee

1.01 Bid Authorization Request Lease-Purchase School Buses

Art Aucoin called the Transportation Committee meeting to order.

Transportation Director Corey Byrd updated the Board on the parish owned bus fleet. The Transportation Department is requesting authorization to solicit bids for the purchase of up to two (2) regular 65 passenger buses and two (2) buses equipped to transport Head Start students. A discussion was held.

This agenda item will be on the September 22, 2021, Board meeting agenda.

1.02 Bid Authorization Request-Purchase School Buses

Transportation Director Corey Byrd updated the Board on the parish owned bus fleet. The Transportation Department is requesting authorization to solicit bids for the purchase of up to three (3) school buses to transport students with special needs. A discussion was held.

This agenda item will be on the September 22, 2021, Board meeting.

Motion by J. Robichaux; second by Dennis Naquin to adjourn.

2. Personnel & Policy Committee

2.01 Risk Management and Benefits Clerical Support

Dennis Naquin called the Personnel & Policy Committee meeting to order.

Assistant Superintendent of Human Resources & Administrative Services Tresa Wehre described the need for a full-time secretary (8.0 hours per day/260 days) to support the Director of Risk Management & Benefits. This position is needed to efficiently complete the tasks and responsibilities to meet deadlines relative to insurance and FEMA claims and managing normal day-to-day tasks and responsibilities.

A discussion was held. The Superintendent clarified that this position will also allow time for the Director of Risk Management & Benefits to visit school sites more often and free up the secretarial duties of that office.

This item will be on the Monday, September 22, 2021, Board meeting agenda.

2.02 Personnel Items

Assistant Superintendent of Human Resources and Administrative Services Tresa Wehre presented the personnel notes to the Board. This agenda item will be on the September 22, 2021, Board meeting agenda.

Motion by J. Robichaux; second by A.Aucoin to adjourn.

3. Finance & Audit Committee

3.01 Xerox Contract Extension

Al Sufryn called the Finance & Audit Committee meeting to order.

Director of Information Technology Stephanie Steib presented a recommendation to the Board to extend the current contract under the existing terms and prices through June 30, 2022. A letter stating this extension is forthcoming and if not received by Wednesday's Board meeting, a RFP will go out. A discussion was held.

This agenda item will be on the September 22, 2021, Board meeting agenda.

3.02 Resolution Giving Preliminary Approval to the Issuance of Hurricane Recovery Revenue Bonds

mitigation measures, football practices and games, volleyball practice and games being held away, and middle school athletics being suspended until further notice. He also discussed community service from high school groups and giving back to the community.

Executive Director of Equity Tanika Green presented an update on donations. She discussed donations received and pending and the many parishes and companies reaching out to our districts. She also discussed phone calls made to employees in need and meeting these needs based on the survey results.

Director of Public Information Stevie Crovetto updated the Board on communication. Ms. Crovetto discussed messages to stakeholders, public and internal communications, media updates and interviews, website updates, Hurricane Ida webpage created, social media posts and re-sharing of posts, content creation, Facebook lives and creating graphics, LPAC billboard and other resources.

The Superintendent opened up for Board questions and commenced his SCPPS staff and team in the work done thus far in recovery efforts.

Publish: September 30, 2021

Public Notice

THE FOLLOWING RESOLUTION IS AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, SEPTEMBER 20, 2021, EDWARD A. DUFRESNE COMMUNITY CENTER MEETING ROOM, LULING, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW UPON REQUEST OF THE COUNCIL SECRETARY.

2021-0248
INTRODUCED BY: ST. CHARLES PARISH COUNCIL
MATTHEW JEWELL, PARISH PRESIDENT
RESOLUTION NO. 6582

A resolution supporting the efforts and authorizing the execution of correspondences on behalf of the Coalition for Sustainable Flood Insurance (CSFI) and St. Charles Parish requesting for National Flood Insurance Program (NFIP) reauthorization, emphasizing priority of lower rate caps and requesting the delay of implementation of Risk Rating 2.0.

WHEREAS, on August 29, 2021, Hurricane Ida was a devastating storm that caused extraordinary winds, storm surge, and rainfall across a wide region of Louisiana which were incredibly impacted; and,

WHEREAS, the immediate effects of Hurricane Ida, and the continuation of an active hurricane season emphasizes the critical need to protect millions of vulnerable Americans by reauthorizing the NFIP; and,

WHEREAS, on September 13, 2021, the NFIP Extension Act of 2021, authored by Senators Bill Cassidy, (R-LA), John Kennedy (R-LA), Cindy Hyde-Smith (R-MS), and Bob Menendez (D-NJ), was introduced, extending the program for one year; and,

WHEREAS, Congressional action is required by September 30, 2021 in order to prevent a lapse in NFIP authorization, failure to act appropriately would have widespread consequences, including FEMA stopping the sale and renewal of policies for millions of properties in communities across the nation; and,

WHEREAS, short-term reauthorization is currently necessary, as well as encouraging congressional leaders to support a delay in Risk Rating (RR) 2.0 which is scheduled to launch on October 1, 2021; and,

WHEREAS, Risk Rating (RR) 2.0 seems to require further input from local government, transparency and in many ways seems to resemble Biggert-Waters Flood Insurance Reform Act of 2012.

WHEREAS, the Parish President and Parish Council express the urgent need for the reauthorization of the NFIP.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby support the efforts and authorizing the execution of correspondences on behalf of the Coalition for Sustainable Flood Insurance (CSFI) and St. Charles Parish requesting for National Flood Insurance Program (NFIP) reauthorization, emphasizing priority of lower rate caps and requesting the delay of implementation of Risk Rating 2.0.

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFFRENE, FISHER, FISHER-PERRIER

NAYS: NONE

ABSENT: BELLOCK

And the resolution was declared adopted this 20th day of September 2021, to become effective immediately upon adoption.

ACTING CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: September 20, 2021
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: September 20, 2021
AT: 7:39pm RECD BY:

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: September 30, 2021

Public Notice

ST. CHARLES PARISH GOVERNMENT
ADJUDICATED PROPERTY SALE ADVERTISEMENT

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CONSTITUTION AND THE LAWS OF THE STATE OF LOUISIANA, I WILL SELL, AT CIVICSOURCE.COM, WITHIN THE LEGAL HOURS FOR JUDICIAL SALES BEGINNING AT 8:00 O'CLOCK A.M. ON THE 6TH DAY OF OCTOBER, 2021 AND CONTINUING UNTIL SAID SALES ARE COMPLETED, TITLE TO IMMOVABLE PROPERTY ON WHICH TAXES WERE ADJUDICATED TO THE ST. CHARLES PARISH GOVERNMENT, TO ENFORCE COLLECTION OF TAXES. THE NAMES OF SAID DELINQUENT TAX DEBTORS AND THE LEGAL DESCRIPTION FOR EACH OF THE PROPERTIES TO BE OFFERED FOR SALE ARE AS FOLLOWS:

PARISH OF ST. CHARLES
0 HARDING ST. DESTREHAN, LA 70047 TAXES OWED ARE WITH ONE (1) CERTAIN LOT OF GROUND IN WHAT IS KNOWN AS NEW SARPY SUBDIVISION, LOCATED IN WARDS THREE (3) AND FIVE (5) OF THE PARISH OF ST. CHARLES, LOUISIANA, DESIGNATED BY THE NUMBER THIRTY-ONE (31), SQ. FORTY-THREE (43),

SQUARE FORTY-THREE (43) IS BOUNDED BY EAST HOOVER, EAST HARDING, EIGHTH (8TH) AND NINTH (9TH) STREETS. LOT THIRTY-ONE (31) MEASURES TWENTY (20') FEET FRONT ON EAST HARDING STREET BY EIGHTY (80') FEET IN DEPTH.

ACCORDING TO A BLUE PRINT ANNEXED TO THE ACT OF PURCHASE RECORDED ON 11/3/1928 AT C.O.B. BB/377 IN THE RECORDS OF ST. CHARLES PARISH.

THIS PROPERTY IS SUBJECT TO THE OIL, GAS, AND MINERAL LEASE IN FAVOR OF SHELL OIL COMPANY, INC. RECORDED ON 12/26/1944 AT C.O.B. BBB/138 IN THE RECORDS OF ST. CHARLES PARISH.

302104300031

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

Publish: September 30, 2021

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF AUGUST 9, 2021, COURTHOUSE HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish

Meeting Minutes

Parish Council

Final

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

Monday, August 9, 2021

8:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 8 - Beth A. Billings, Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Clulee, Nicky Dufrene, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Perrier
Absent 1 - Dick Gibbs

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussan, Public Works/Wastewater Director Miles Bingham, Wastewater Assistant Director David deGeneres, Planning & Zoning Director Michael Albert, Waterworks Director Gregory Gordon, Dayna Parker, Personnel Officer, Justin Robert, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Charlie Delgo
Hopi Church, Destrehan

APPROVAL OF MINUTES

A motion was made by Councilmember Fisher, seconded by Councilmember Darensbourg Gordon, to approve the minutes from the regular meeting of July 26, 2021. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2021-0219

In Recognition: James "Jimmy" Breaux, St. Charles Parish Civil Service Board

Sponsors: Mr. Jewell

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2021-0215

Department of Waterworks
Waterworks Director Gregory Gordon
Councilwoman Clulee spoke on the matter.
Waterworks Director Gregory Gordon spoke on the matter.
Councilman Dufrene spoke on the matter.
Councilman Fisher spoke on the matter.
Councilwoman Darensbourg Gordon spoke on the matter.

Reported

2021-0216

Parish President Remarks/Report

Sponsors: Mr. Jewell

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BELLOCK AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, AUGUST 23, 2021, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2021-0212

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.

Sponsors: Mr. Jewell and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on August 23, 2021

2021-0213

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).

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 23, 2021

2021-0214

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

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 23, 2021

2021-0220

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).

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 23, 2021

2021-0221

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).

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 23, 2021

2021-0222

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).

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 23, 2021

2019-0061

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."

Sponsors: Mr. Dufrene

Publish/Scheduled for Public Hearing to the Parish Council on August 23, 2021

ORDINANCE SCHEDULED FOR PUBLIC HEARING AND ADOPTION AT THIS PUBLIC MEETING (INTRODUCED AT PREVIOUS MEETING)

2021-0199

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

A motion was made by Councilmember Fonseca, seconded by Councilmember Fisher, to accept the revised version of the Advalorem Millage Rates Cross Revenue Comparison chart, Mosquito Control figure for File No. 2021-0199. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darenshourg Gordon, Clulee, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Accepted

Reported:
Finance Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion:
Finance Director Grant Dussorn spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenshourg Gordon, Clulee, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 21-8-1

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

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. VVWS 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

Reported:
Waterworks Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenshourg Gordon, Clulee, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 21-8-2

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

Reported:
Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

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

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenshourg Gordon, Clulee, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 21-8-3

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

Reported:
Parks & Recreation Department Recommended: Approval
Chief Operations Officer Darrin Duhe spoke on the matter.

Speakers:
Mr. Bobby Donaldson, Norco
Mr. Bobby Lovestine, Luling

Public Hearing Requirements Satisfied

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

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenshourg Gordon, Clulee, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 21-8-4

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

Reported:
Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion:
Public Works/Wastewater Director Miles Bingham spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenshourg Gordon, Clulee, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 21-8-5

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

Reported:
Legal Services Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Darenshourg Gordon, Clulee, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 2 - Fonseca and Gibbs

Enactment No: 21-8-6

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

Reported:
Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

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

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenshourg Gordon, Clulee, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 21-8-7

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

Reported:
Public Works Department Recommended: Approval
Speakers:
Mr. Brian Moldaner, Metairie, Lead Professional Engineer for T. Baker Smith

Public Hearing Requirements Satisfied

Council Discussion:
Public Works/Wastewater Director Miles Bingham spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Planning & Zoning Director Michael Albert spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenshourg Gordon, Clulee, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 21-8-8

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

Reported:
Public Works/Wastewater Department Recommended: Approval
Wastewater Assistant Director David deGeneris spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion:

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenshourg Gordon, Clulee, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 21-8-9

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

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

Public Hearing Requirements Satisfied

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

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenshourg Gordon, Clulee, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 1 - Gibbs

Enactment No: 21-8-10

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

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

Speakers:
Mr. Russell Tastet, Paradise
Ms. Erin Crisam, Luling

	Public Hearing Requirements Satisfied Council Discussion Planning & Zoning Director Michael Albert spoke on the matter. Legal Services Director Corey Dubre spoke on the matter. Amendment: to amend the proposed ordinance in the "SUMMARY" to remove "...in the OL zone as a Special Exception and...", to amend the proposed ordinance in the 3rd "WHEREAS" to remove "...clarify any conflict or confusion between the two definitions and..." and to remove "...in the OL zone and...", remove SECTION I in its entirety and renumber all other Sections appropriately. A motion was made by Councilmember Fonseca, seconded by Councilmember Dufrene, to Amend File No. 2021-0211. The motion carried by the following vote: Yea: 7 - Billings, Fonseca, Darenshbourg Gordon, Clulee, Bellock, Fisher and Fisher-Perrier Nay: 0 Absent: 2 - Gibbs and Dufrene
	Amended 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 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 VOTE ON THE PROPOSED ORDINANCE AS AMENDED Yea: 7 - Billings, Fonseca, Darenshbourg Gordon, Clulee, Bellock, Fisher and Fisher-Perrier Nay: 0 Absent: 2 - Gibbs and Dufrene Enactment No: 21-8-11
RESOLUTIONS	
2021-0217	A resolution in support of resuming Federal Offshore Leasing in the Gulf of Mexico. Sponsors: Ms. Billings, Ms. Fonseca, Ms. Darenshbourg Gordon, Ms. Clulee, Mr. Gibbs, Mr. Dufrene, Ms. Bellock, Mr. Fisher, Ms. Fisher-Perrier and Mr. Jewell Reported: St. Charles Parish Council Recommended: Approval Parish President Recommended: Approval Parish President Matthew Jewell spoke on the matter. Public comment opened; no public comment VOTE ON THE PROPOSED RESOLUTION Yea: 7 - Billings, Fonseca, Darenshbourg Gordon, Clulee, Dufrene, Bellock and Fisher Nay: 0 Absent: 2 - Gibbs and Fisher-Perrier Enactment No: 8577
Parish Council	Meeting Minutes - Final
August 9, 2021	
APPOINTMENTS	
2021-0187	A resolution to appoint Ms. Sara Champion to the St. Charles Parish Civil Service Board. VOTE ON THE APPOINTMENT OF MS. SARA CHAMPION Yea: 8 - Billings, Fonseca, Darenshbourg Gordon, Clulee, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Absent: 1 - Gibbs Enactment No: 8578
SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL	
2021-0218	Executive Session: St. Charles Parish vs. Industrial and Mechanical Contractors, Inc. et al 29th JDC No. 84,056 c/w 84,689 Div. E Sponsors: Mr. Jewell and Department of Legal Services A motion was made by Councilmember Fisher, seconded by Councilmember Clulee, to go into Executive Session. The motion carried by the following vote: Yea: 7 - Billings, Fonseca, Darenshbourg Gordon, Clulee, Dufrene, Bellock and Fisher Nay: 0 Absent: 2 - Gibbs and Fisher-Perrier Chairman Bellock announced that all Councilmembers present, Parish President Matthew Jewell, Legal Services Director Corey Dubre, and Legal Services Assistant Director Robert Raymond will be in Executive Session. Heard in Executive Session Chairman Bellock explained that Executive Session was regarding File No. 2021-0218 29th JDC No. 84,056 c/w 84,689 Div. E - St. Charles Parish vs. Industrial and Mechanical Contractors, Inc. et al. was discussed. A motion was made by Councilmember Fisher, seconded by Councilmember Fisher-Perrier, to return to the regular order of the agenda. The motion carried by the following vote: Yea: 7 - Billings, Fonseca, Darenshbourg Gordon, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Absent: 2 - Clulee and Gibbs Returned
ADJOURNMENT	A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Billings, to adjourn the meeting at approximately 8:14 pm. The motion carried by the following vote: Yea: 7 - Billings, Fonseca, Darenshbourg Gordon, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Absent: 2 - Clulee and Gibbs
	I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE. Michelle Impastato Michelle Impastato Council Secretary

Publish: September 2, 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 23, 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.

2021-0212
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WATERWORKS)

ORDINANCE NO. 21-8-12

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.

WHEREAS, Ordinance No. 18-6-6 adopted June 4, 2018, by the St. Charles Council, approved and authorized the execution of a contract for engineering services with Design Engineering, Inc. for engineering services with the West Bank A Plant Filter Upgrade (WWKS 97); and,

WHEREAS, sealed bids were received by the Parish on May 25, 2021, for the West Bank A Plant Filter Upgrade (Project No. WWKS 97); and,

WHEREAS, Design Engineering, Inc., the engineer for the project has reviewed the bids and recommend that the contract be awarded to the low bidder, Pintail Contracting Services, LLC, of Luling, LA, in the amount of \$394,304.00; and,

WHEREAS, the upgrade will improve filter efficiency and the quality of drinking water being produced for the citizens of St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Pintail Contracting Services, LLC for the West Bank A Plant Filter Upgrade (Project No. WWKS 97) is hereby approved and accepted in the amount of \$394,304.00.

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, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 23rd day of August, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Matthew Jewell

SECRETARY: Michelle Impastato

DLVD/PARISH PRESIDENT: August 24, 2021

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RET/SECRETARY: August 24, 2021

AT: 3:48pm RECO BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 24th day of August, 2021, by Pintail Contracting Services hereinafter called the "Contractor", whose business address is 1379 Lake Bellows 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;

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Design Engineering, Inc.

1.03 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 4/20/21, 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 thereby 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.

1.04 The Work is generally described as follows: Installing new filter underdrain systems, filter media, and replacing leaded joints and existing piping.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

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 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) \$394,304.00 ~~fixed underdrain filter media and filter media~~ 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. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

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

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
- b) Performance Bond (Section 00611)
- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 0 to 1 inclusive)
- h) Contract documents bearing the general title " West Bank A Plant Filter Upgrade " dated April 26, 2021 .
- i) Drawings, consisting of a cover sheet dated) April 26, 2021 and the sheets listed on Drawing Title Sheet ; each sheet bearing the following general title: West Bank A Plant Filter Upgrade
- 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	CONTRACTOR:
By: <u>Matthew Jewell</u>	By: <u>[Signature]</u>
Title: <u>Parish President</u>	Title: <u>Owner</u>
ATTEST:	ATTEST:
By: <u>Rehelle C. Champagne</u>	By: <u>[Signature]</u>
Title: <u>Exec. Assistant</u>	Title: <u>Admin</u>

And the ordinance was declared adopted this 23rd day of August, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: August 24, 2021
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 24, 2021
AT: 3:48 pm 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 ALL SOUTH CONSULTING ENGINEERS, LLC., 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 DES ALLEMANS BULKHEAD, Project No. P210601 as described in Ordinance No. 21-8-13 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:

DES ALLEMANS BULKHEAD
Projects No. P210601

- 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

2021-0213
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 21-8-13
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).

WHEREAS, the timber bulkhead along Bayou Des Allemands has degraded to a point where it is no longer functioning as intended; and,

WHEREAS, the Parish believes the installation of a sheet pile bulkhead is needed to replace the timber bulkhead; and,

WHEREAS, the attached Professional Services Agreement between St. Charles Parish and All South Consulting Engineers, LLC., 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 All South Consulting Engineers, LLC., to perform engineering services as required by the Department of Public Works for Des Allemands Bulkhead (Project No. P210601) 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, PONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

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 ever event occurs first.
- 11.8

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.

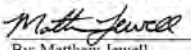
16.0 OTHER

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:


WITNESSES:

ST. CHARLES PARISH

By: Matthew Jewell
Parish President
8-24-21
Date:

All South Consulting Engineers, LLC.

By: _____

Date: _____

ATTACHMENT "A"

DES ALLEMANDS BULKHEAD
Project No. P210601

Project Scope:

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

The Project consists of performing design and construction services for a Sheet Pile Bulkhead along Bayou Des Allemands adjacent to Down the Bayou Road. The sheer pile bulkhead will be constructed to an elevation of 6.0 feet (which is equivalent to the height of the top of the existing timber piles). The sheet pile bulkhead will have a concrete cap.

The Project will be designed in two Phases as follows:

Phase I – Old Highway 90 to 120 feet South of US 90

Phase II – 120 feet South of US 90 to the existing Sunset Levee

Only Phase I will be designed at this time. In addition to the design of the Sheet Pile Bulkhead, Phase I will also include the design of a closure structure at the Boat Launch under US 90. The Closure Structure will consist of aluminum stop logs that can be easily installed, locked into place, and removed by Parish employees. A similar structure will be designed for installation at the Crab Factory on Up the Bayou Road.

The Engineer is responsible for performing all survey work required for this Project and for the future project which will encompass the levee along Up the Bayou Road. Survey Work will conform to the following:

Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation should be incorporated with any new monuments. Existing monuments located within the vicinity may be used in lieu of setting new monuments.

If required, additional Geotechnical data will be acquired by the Engineer through the use of a qualified geotechnical subconsultant. Geotechnical data collected will conform to industry standards and meet the design needs of the Engineer.

Phase II of the project may be added to the Agreement at a later date at the discretion of the Parish.

ATTACHMENT "B"

DES ALLEMANDS BULKHEAD
Project No. P210601

Project Schedule:

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

The Consultant will begin work on this project immediately upon written notice. The initial Geotechnical and Field Work shall be completed within three months and the Design and Preliminary work in six Months. The schedule shall be extended as needed depending on the Consultants response time.

	<u>Estimated Time of Completion</u>
Geotechnical and Field Work	3 Months
Design and Preliminary	6 Months

ATTACHMENT "C"

DES ALLEMANDS BULKHEAD
Project No. P210601

Project Cost:

Phase I: Old Highway 90 Bridge to 120' South of US 90 Bridge

Basic Engineering fee:	\$360,120.00
Preliminary Design Services	30%
Final Design Services	40%
Bidding Services	5%
Construction Services	20%
As-Builts Service	5%
Supplemental Services:	
Surveying	\$22,293.50
Geotechnical	\$22,293.50
Resident Inspection	TBD

*Phase II: 120 South of US 90 Bridge to Sunset Levee

To be determined an added by amendment.

2021-0214
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 21-8-14
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).

WHEREAS, the Department of Public of Works desires to replace existing culverts with box culverts under Evangeline Road adjacent to the CN Railway; and,
WHEREAS, the Parish desires to enter into an agreement with Volkert, Inc., for the design of these box culverts; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Volkert, Inc., describes the details of the proposed services and compensation, with a not to exceed cost of \$187,005.84 according to Attachment "C".

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Professional Services Agreement between St. Charles Parish and Volkert, Inc., to perform engineering services as required by the Department of Public Works for Evangeline Road & CN Railroad Box Culvert (Project No. P210701) 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, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 23rd day of August, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellock
SECRETARY: Michelle Dupont
CLVD/PARISH PRESIDENT: August 24, 2021

APPROVED: ✓ DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RET'D/SECRETARY: August 24, 2021
AT: 3:48 pm 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 VOLKERT, 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 EVANGELINE ROAD & CN RAILROAD BOX CULVERT Project No. P210701 as described in Ordinance No. 21-8-14 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:

EVANGELINE ROAD & CN RAILROAD BOX CULVERT
Projects No. P210701

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.
- 11.8
- 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 within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

ST. CHARLES PARISH

By: Matthew Jewell
Parish President

8-24-21

Date:

WITNESSES:

Volkert, Inc.

By:

Date:

WITNESSES:

Rechen C Champagne

Billy Raymond

WITNESSES:

Volkert, Inc.

By:

Date:

ATTACHMENT "A"

EVANGELINE ROAD & CN RAILROAD BOX CULVERT

Project No. P210701

Project Scope:

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

Project Scope of Work

The scope of work consists of preparing construction plans and specifications for bidding of a project to install a box culvert under Evangeline Rd next to the CN Railroad.

Additional services above the Basic Services which we currently anticipate are the conceptual phase and coordination and permitting services that include the following:

- Survey Coordination
Volkert will coordinate with the Surveyor to provide additional survey for the project limits.
- Hydrologic and Hydraulic Coordination and Permitting
Volkert will coordinate with the consultant for the Master Drainage Plan to obtain the information needed for the implementation of the project and the permitting requirements from the CN railroad.
- CN Railroad Coordination and Permitting
Volkert will coordinate with the CN railroad to determine if the structure and ditch will be

inside the railroad right of way. Volkert will obtain the necessary permit if, necessary from the CN railroad to enable work in the right of way.

- Utility Coordination
There are large power poles and potentially other utilities along the ditch and railroad. The Consultant will identify company points of contacts for all utilities located within the project footprint, communicate the project scope and location to those utilities and verify/mitigate impacts to the utilities.

Note: Topographic survey and Geotechnical Engineering data to be provided to Volkert by others. Survey will be provided to Volkert as an AutoCAD 3D survey.

ATTACHMENT "B"

EVANGELINE ROAD & CN RAILROAD BOX CULVERT

Project No. P210701

Project Schedule:

The Consultant will begin work within 10 days following receipt of a written NTP and the receipt from the Parish of an AutoCAD Civil 3D survey and any geotechnical information. At that time and with additional discussions with the CN railroad, Utility companies, and the Parish for the location of the box culvert, a project schedule will be refined and submitted. Volkert will be given a verbal Notice to Proceed to perform coordination of survey of Geotechnical services. Following the receipt of the completed survey and geotechnical information, Volkert will be given a full Notice-to-Proceed for the design of the Project and the preparation of the plans and specifications. Volkert will provide the Parish a schedule for the design phase within 30 days of the full Notice-to-Proceed.

ATTACHMENT "C"

EVANGELINE ROAD & CN RAILROAD BOX CULVERT

Project No. P210701

Project Cost:

Based on the information provided above, the Consultant proposes to provide services for engineering, plans, coordination, and permitting in the amount not to exceed \$187,005.84

1. Conceptual Phase	\$18,429.19
2. Design Phase	\$39,813.58
3. Bidding	\$6,982.56
4. Construction Administration	\$20,069.93
5. Coordination, Permitting Services	\$101,710.58
Total Estimated Fee	\$187,005.84

2021-0220
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 21-8-15
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).
WHEREAS, St. Charles Parish desires to extend Judge Edward Dufresne Parkway to LA 3127; and,
WHEREAS, by extending Judge Edward Dufresne Parkway to LA 3127, the Parish will create a secondary access route for the businesses, schools and Government offices located along Judge Edward Dufresne Parkway, in the event of the railway crossing being taken out of service; and,
WHEREAS, the first step in the design process is to perform a Stage 0 Study to verify a feasible alternative for the Judge Edward Dufresne Extension connecting to LA 3127; and,
WHEREAS, the Professional Services Agreement between St. Charles Parish and CSRS, Inc., describes the details of the proposed Stage 0 Study's services and compensation. The maximum cumulative fee that can be charged for all work shall not exceed \$281,500.00 unless increased by contract amendment approved by the Parish Council according to Attachment "C".
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Professional Services Agreement between St. Charles Parish and CSRS, Inc., to perform professional and consulting services as required by the Department of Public Works for Judge Edward Dufresne Parkway Extension (Project No. P210706) 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, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE
And the ordinance was declared adopted this 23rd day of August, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Dupont
SECRETARY: August 24, 2021
DLVD/PARISH PRESIDENT: August 24, 2021
APPROVED: Matthew Jewell DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 24, 2021
AT: 3:48pm 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 CSRS, 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 JUDGE EDWARD DUFRESNE PARKWAY EXTENSION Project No. (P210706) as described in Ordinance No. 21-8-15 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:

JUDGE EDWARD DUFRESNE PARKWAY EXTENSION
Project No. (P210706)

- 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 ever event occurs first.
- 11.8

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

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. 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:

WITNESSES:

ST. CHARLES PARISH

By: Matthew Jewell

Parish President

8-24-21

Date:

CSRS, Inc.

By:

Date:

ATTACHMENT "A"

JUDGE EDWARD DUFRESNE PARKWAY EXTENSION
Project No. (P210706)

Project Scope:

Perform A Stage 0 Study for the proposed 12,000+/- linear foot extension of Judge Edward Dufresne Parkway. The study will provide a feasible alternative for the extension of Judge Edward Dufresne Parkway to 3127 and document the potential impacts and provide a footprint of the project. The study includes describing the existing facility; providing technical data such as current ADT, physical condition, etc.; describing the proposed improvements; and providing some technical analyses.

This study will not include traffic modeling, assumptions based on geometric intersection requirements and known DOTD access management preferences will be used. The Engineer will meet with the DOTD District 2 Office to identify likely intersection improvements required for the LA 3127 connection.

1.1 Coordination and Research
The Engineer will meet with the client to discuss existing information to be obtained, determine stakeholders and overall objections. The Engineer will research and obtain copies of existing data such as:

- Aerial imagery, LIDAR, and, FEMA Flood Maps/Studies, and soils information.
- As-built highway plans for LA 3127, existing Judge Edward Dufresne Parkway, and major intersections, as readily available.
- Previously completed studies or assessments in the project area (DOTD District/HQ, Parish, RPC).
- Projects in the surrounding area programmed or part of a transportation master plan (DOTD, Parish, RPC).
- Utilize NEP Assist and other readily available GIS databases to identify major environmental sites, and;
- Railroad information or information needed to consider future rail improvements.

1.2 Initial Site Investigation
After the majority of research has been collected, the engineer will conduct an initial site investigation to collect sufficient field information needed for verification of data and verify roadway geometry (from as-built plans).

1.3 Existing Roadway Geometrics
The Engineer will identify the existing functional classification of LA 3127 and prepare a table of existing conditions as verified in the site investigation (posted speed, widths, etc.). Information obtained in the research of the project, will be incorporated on top of aerial imagery to display this information in exhibit form. All information and tables will be presented on the existing conditions exhibit.

1.4 Design Report
The Engineer will use the DOTD Road Design template design report to document any design guidelines, design decisions, design exceptions (if necessary), recommendations from other entities, and other criteria taken into consideration for the development of the alternative.

1.5 Critical Geometry
Alternatives will be drawn using a single sketch line technique. The number of lanes required and controlling horizontal and vertical curve information shall be noted in plan/profile view. These lines will be developed to scale on an aerial and apply design criteria and operational characteristics. The geometric layout of the proposed alternative will be included, but the intersection configurations will be decided in further stages of design.

1.6 Bridge TSL (as needed)
The type, size, and location of the bridge spans and/or box culverts will be investigated and provided in the exhibits.

1.7 Opinion of Probable Cost
The project costs will include an estimate for ROW, including relocations, utility relocations and control of access, construction, environmental (document, mitigation, etc.) and engineering design. Cost estimating procedures shall be in accordance with guidelines identified in Appendix B of the DOTD Project Delivery Manual.

1.8 Environmental Documentation and Checklist
The Engineer will research all potential environmental "show stopping" constraints or issues that influence early determinations of the project's feasibility, timing, and cost to both the natural and human environment. The Engineer will identify any major community issues impacted by the project during construction and operational phases of the project. The Engineer will assess any potential mitigation cost that could possibly be incurred in future stages of the development of the project for each project concept studied in the report. All field investigations to assess environmental issues or impacts shall be accomplished by conducting a windshield survey and researching internet websites. The results of the environmental investigation shall be documented in the DOTD Environmental Checklist. The Engineer will obtain and maintain a list of all persons expressing an interest in the project.

The Engineer is responsible for performing all survey work required for this Project and for the future project. Survey Work will conform to the following:

Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation should be incorporated with any new monuments. Existing monuments located within the vicinity may be used in lieu of setting new monuments.

ATTACHMENT "B"

JUDGE EDWARD DUFRESNE PARKWAY EXTENSION
Project No. (P210706)

Project Schedule:

The Consultant will begin work on this project immediately upon written notice. The work required to complete the stage 0 study shall be completed within six months. The schedule shall be extended as needed depending on the Consultants response time.

ATTACHMENT "C"

JUDGE EDWARD DUFRESNE PARKWAY EXTENSION
Project No. (P210706)

Project Cost:

For all services outlined in Attachment A and any other services required for this project, the OWNER shall pay the ENGINEER on the basis of their certified and itemized salary costs. For each task in and any other services required for this project, the work is to be initiated only upon receipt of a written work order from the DIRECTOR which must include the scope of work and a minimum fee that can be charged. The maximum cumulative fee that can be charged for all work on this contract, shall not exceed \$281,500.00 unless increased by contract amendment approved by the St. Charles Parish Council.

Planning Phases:

Stage 0 study	\$146,500.00
Wetland Delineation	\$15,000.00

Phase 1 ESA	\$11,000.00
Control Monuments	\$7,500.00
Secondary Control	\$4,500.00
Boundary Retracement	\$37,500.00
Cross Sections	\$29,000.00
Intersection Topo	\$21,000.00
Pipeline/Utility Topo	\$9,500.00

All services shall be billed on an hourly basis for work completed.

2021-0222
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 21-8-16

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).

WHEREAS, Ordinance No. 21-4-2 adopted April 5, 2021, by the St. Charles Parish Council approved and authorized the execution of an Act of Donation by and between Chevron U.S.A., Inc. and the parish for certain parcel of land comprising of approximately 109.8 acres for the purpose of a boat launch and park along Bayou Des Allemands; and,

WHEREAS, St. Charles Parish desires to start the design of the access road, boat launch and parking lot with gathering places; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Duplantis Design Group describes the details of the proposed services and compensation. The maximum cumulative fee that can be charged for all work shall not exceed \$610,356.00 unless increased by contract amendment approved by the Parish Council according to Attachment "C".

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Professional Services Agreement between St. Charles Parish and Duplantis Design Group to perform engineering services as required by the Department of Public Works for a Des Allemands Boat Launch (Project No. P210705) 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, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 23rd day of August, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Galt
SECRETARY: Michelle Depotato
CLVD/PARISH PRESIDENT: August 24, 2021
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: August 24, 2021
AT: 3:48 pm RECD BY:

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 DUPLANTIS DESIGN GROUP (DDG), PROFESSIONAL CORPORATION, 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 DES ALLEMANDS BOAT LAUNCH Project No.(P210705) as described in Ordinance No. 21-8-16 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:

DES ALLEMANDS BOAT LAUNCH
Projects No. (P210705)

- 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

- 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 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:

ACHILLE C. Champagne
Billy Raymond

WITNESSES:

ST. CHARLES PARISH

Math Jewell
By: Matthew Jewell
Parish President

8-24-21
Date:

DUPLANTIS DESIGN GROUP

By:

Date:

ATTACHMENT "A"

DES ALLEMANDS BOAT LAUNCH
Projects No. (P210705)

Project Scope:

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

CIVIL ENGINEERING SCOPE & DELIVERABLES
SITE INVESTIGATION REPORT

The Engineer will prepare a site investigation report detailing specific due diligence information that will be used for planning aspects of the project and better define the scope of work required to complete the project. At a minimum this investigation will include:

inches. Drainage inlets shall be maintained and kept free of obstructions.

5. Any drainage solution submitted with the stamp of a Civil Engineer licensed to work in the State of Louisiana and approved by the Director of the Department of Public Works, or their designee.

(d) A topographic survey demonstrating the pattern of drainage conveyance is required prior to final occupancy.

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 23rd day of August, 2021, to become effective October 1, 2021.

CHAIRMAN: Michelle Impastato

SECRETARY: August 24, 2021

DLVD/PARISH PRESIDENT: August 24, 2021

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: August 24, 2021

AT: 3:48 pm RECD BY: [Signature]

2021-0231

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

RESOLUTION NO. 6579

A resolution in support of the Planning and Zoning Commission's approval of 2021-4-SPU for a barroom in an M-1 zoning district, Lot 16, Dufresne Business Park, 15 Dufresne Loop, Luling as requested by Brandon & June Zeringue.

WHEREAS, Brandon & June Zeringue requested a special permit use for a barroom in an M-1 zoning district; and,

WHEREAS, the Department of Planning and Zoning recommended approval of the special permit use; and,

WHEREAS, the Planning & Zoning Commission approved the special permit at its regular meeting on August 5, 2021.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL hereby provides this resolution in support of the Planning and Zoning Commission's approval of a Special Permit Use for a barroom in an M-1 zoning district, Lot 16, Dufresne Business Park, 15 Dufresne Loop, Luling as requested by Brandon & June Zeringue.

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

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

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 23rd day of August, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Impastato

SECRETARY: August 24, 2021

DLVD/PARISH PRESIDENT: August 24, 2021

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: August 24, 2021

AT: 3:48 pm RECD BY: [Signature]

2021-0234

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

RESOLUTION NO. 6580

A resolution supporting the St. Charles Parish Public Defenders Office in executing an agreement with the Board of Trustees of the Parochial Employers' Retirement System to secure coverage for eligible officers and employees of the St. Charles Parish Public Defenders Office.

WHEREAS, Fenwick Swann, District Public Defender for the St. Charles Parish Public Defenders Office has advised the Parish Administration that according to Chapter 5 of Title 11 of the Louisiana Revised Statutes of 1950, retirement benefits are eligible to officers and employees of the St. Charles Parish Public Defenders Office; and,

WHEREAS, a Louisiana Revised Statutes 11:1903(2) provides that an "Indigent Defender" or "District Public Defender" Program, for purposes of the Parochial Employers' Retirement System (PERS), is specifically named as an "Employer"; and 11:1902 (12 c), specifically states in pertinent part that an officer and employees, who work at least 28 hours per week are considered "Employees", and that the District Public Defender Program is defined as "Employer", for purposes of the Parochial Employers' Retirement System (PERS); and,

WHEREAS, the Administration has been advised by Fenwick Swann, District Public Defender for the St. Charles Parish Public Defenders Office, that all costs, expenses and funding of the retirement benefits of the eligible officers and employees shall be the sole obligation of the St. Charles Parish Public Defenders Office and that there are no current or future financial obligations or responsibilities for St. Charles Parish or the St. Charles Parish Council.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby:

- 1) Extend the provisions of Chapter 5 of Title 11 of the Louisiana Revised Statutes of 1950 for the purpose of allowing the St. Charles Parish Public Defenders Office to provide retirement benefits to eligible officers and employees of the St. Charles Parish Public Defenders Office. In pursuance of said policy and for said purpose, the officers and employees of the St. Charles Parish Public Defenders Office shall take such action as may be required by applicable state law and regulations. The coverage of eligible officers and employees shall become effective once the Board of Trustees executes its portion of said agreement.
- 2) Authorize the District Public Defenders Office, through its District Public Defender, Fenwick Swann, to execute an agreement with the Board of Trustees of the Parochial Employers' Retirement System to secure coverage of eligible officers and employees of the St. Charles Parish Public Defenders Office.
- 3) Authorize the District Public Defenders Office, to withhold, and make payments in the amounts and at such times as may be required by the Board of Trustees of the Parochial Employers' Retirement System as provided in Chapter 5 of Title 11 of the Louisiana Revised Statutes of 1950 and transmitted to the system at such time or times as prescribed by the Board of Trustees regulations of the system.
- 4) Authorize the District Public Defenders Office, as Employer, to make the employer contributions from amounts in its own budget, and transmit those funds to the Board of Trustees in accordance with state law and regulations applicable to the System.
- 5) Authorize the District Public Defenders Office, through its own Administrator to maintain such records and submit such reports as may be required by applicable state law or regulations applicable to the system.

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

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

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 23rd day of August, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Impastato

SECRETARY: August 24, 2021

DLVD/PARISH PRESIDENT: August 24, 2021

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: August 24, 2021

AT: 3:48 pm RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: September 2, 2021

Courtesy Publication: September 30, 2021

Public Notice



PORT OF SOUTH LOUISIANA
AIRPORT COMMITTEE MEETING
WEDNESDAY, SEPTEMBER 29, 2021
VIA VIDEO/TELECONFERENCE
3:00 P.M.

AGENDA AND NOTICE OF MEETING

CERTIFICATE

The Port of South Louisiana's Board of Commissioners (the "Commission"), through its Chairman, D. Paul Robichaux, hereby certifies as follows:

In accordance with Executive Proclamations JBE2020-30 and 2020-33 issued by Governor John Bel Edwards on March 16, 2020 and March 22, 2020, respectively, this Notice shall serve as certification by the Port of South Louisiana's Board of Commissioners of its inability to operate in accordance with the Louisiana Open Meetings Law LARS 42:19 as a result of the COVID-19 Public Health Emergency and of its inability to achieve a quorum of its members via in person attendance by adhering to said Proclamations.

The Port of South Louisiana Commission will meet via Zoom video/teleconference at the posted date and time.

Via Telephone access: Call +1 312 626 6799 or +1 646 558 8656 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 301 715 8392.

Webinar/Meeting ID: 860 1149 2682

Passcode: 142900

Web Access:

<https://us02wchb.zoom.us/j/86011492682?pwd=QXNzZm9hUzRlcUpxZWpUZXJmUm9mZkRlcG5WZW09>



If a member of the public would like to issue public comment on any agenda item, please do one of the following: 1) Send an email, prior to the meeting, to the Port Manager or Executive Assistant (victor@portsl.com or perockett@portsl.com) stating the agenda item you want to submit a comment, along with your full name, address and your written comments which will be read into the record of the meeting; or 2) Join the Zoom video/teleconference. You will be allowed to comment during the Public comment item of the agenda on any matter requiring a vote of the Commission.

- CALL TO ORDER.....CHAIRMAN MURRAY
- ROLL CALL.....CHAIRMAN MURRAY
- CONSIDER APPROVING THE CERTIFICATION BY THE PORT OF SOUTH LOUISIANA'S BOARD OF COMMISSIONERS OF ITS INABILITY TO OPERATE IN ACCORDANCE WITH THE LOUISIANA OPEN MEETINGS LAW LARS 42:19 AS A RESULT OF THE COVID-19 PUBLIC HEALTH EMERGENCY.....CHAIRMAN MURRAY
- NEW BUSINESSCHAIRMAN MURRAY
 - CONSIDER C.I.P. FUNDING AND SUPPORTING RESOLUTION
 - DISCUSS DAMAGES AND REPAIRS DUE TO HURRICANE IDA TO THE BLUE ANGEL JET ON AIRLINE HIGHWAY
 - UPDATE ON DAMAGES TO AIRPORT BY GERALD BABIN
 - UPDATE BY LISA BRAUD ON MASTER PLAN GRANT THAT HAS BEEN APPROVED.
- ADJOURNMENT

Publish: September 30, 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, 9-30

Public Notice

PUBLIC NOTICE
REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER
If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28: (As amended). The fee for performing these services shall be at a rate of 0.037 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of 0.029 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$58.61 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanups per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc. a fee of forty-three dollars and ninety six cents (\$43.96) per cubic yard will be assessed. An administration fee of \$36.63 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CIP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve-month period ending each November. The change shall become effective beginning with the period ending November 30, 2000. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees.
The following lots are in violation of parish ordinance Chapter 16, Article III Sec. 16-24 through Sec. 16-33:

- Family Resources of N.O. Inc. Exemp. (Vickanir Property)
Lot 2B Blk. 2 (187 Post St.)
Nature of violation: Grass cutting & removal of debris
- John Nelson (Magnolia Ridge Park Subd.)
Lot 10 & 11 (357 Lily St.)
Nature of violation: Grass cutting & removal of debris
- Edward Codd Jr. (Lagattuta Estates)
Lot 99 (108 Debra Ct.)
Nature of violation: Grass cutting & removal of debris
- Albert Brown e/o Ronald & Debra Pate
Lot 3503 (17276 River Road)
Nature of violation: Grass cutting & removal of debris
- Ralph Hymel (Fashion Pltn.)
Lot 10D Blk. 10 (Lot behind 121 Fashion Blv.)
Nature of violation: Grass cutting & removal of debris
- Grace Matherne (Mosella Townsite)
Lot 7 Blk. 6 (14199 Hwy. 90)
Nature of violation: Grass cutting & removal of debris
- Charles R. Carroll Jr. (Carolyn Dr. Subd.)
Lot 105-A (385 Carolyn Dr.)
Nature of violation: Grass cutting & removal of debris
- Barrios Builders, LLC (Davis Heights)
Lot 54 Blk. F (318 Evelyn Dr.)
Nature of violation: Grass cutting & removal of debris

PUBLISH: September 2, 2021

Courtesy Publication: September 30, 2021

Legal notice deadline s every

Friday at 3pm for the following week

legals@heraldguide.com

PLACE
YOUR
CLASSIFIED
AD FOR
LESS THAN
YOU THINK

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



BECOME A MEMBER!

Receive web access on
ALL DEVICES,
PLUS a copy
delivered weekly.





www.HeraldGuide.com
or toll free 1.866.282.1498

Keeping the people of St. Charles Parish connected, since 1873