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Norco woman searching for kidney donor

Ryan Arena Editor
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After her doctor strongly suggested she find a living kidney donor, Sharon Robert had a simple response.

"That's easier said than done."

And, of course, it isn't easy, but it is extremely necessary for the Norco woman, 57, who suffers from Autosomal Dominant Polycystic Kidney Disease, or genetic PKD. It's an illness that has hit her family hard and has been unrelenting. Those with PKD stand a 50 percent chance of passing it on to a child, but despite that statistic, Robert and each of her four siblings had it passed down from their father, who lost his life to the illness.

"It's unique. All five of us have it, and that's not at all usual with this," Robert said. "Every time we tell our doctors, all in different cities, they're perplexed at that."

The positive for Robert, however, is two of her siblings have gone through successful transplants, her sister now 10 years past the surgery. But there is some sense of urgency to find a donor as soon as possible, as Robert is in Stage 4 of PKD. Stage 5 necessitates dialysis, and that is not a route Robert is comfortable with.

"My father and his siblings don't have a good history with dialysis … I saw my father on dialysis, and there are so many problems and complications. The quality of

DONOR on 8A

Sharon Robert, right, with her niece and granddaughter.

Norco nightmare

TURN to 6A

Destrehan continues to impress

TURN to 1B

DHS teacher, son turn into construction crew to rebuild home

Monique Roth Editor
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Destrehan High School teacher Meagan Stock knew she needed a plan after Hurricane Ida caused extensive damage to her home.

"We lost everything … basically everything," she said. "The kitchen was spared, but the rest of everything was gone."

Stock said she was faced with an unsettling reality after assessing her insurance policies.

"Unfortunately when I bought the home it was a foreclosure, so the coverage was so low," she said. "I refinanced during COVID and they didn't do a walk through and up coverage. My contents

REBUILD on 10A

Meagan and Kael Stock are rebuilding their home after Hurricane Ida.

Local singer who went viral releases new song after friend's death

Monique Roth Editor
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Homegrown singer and songwriter Will Dempsey had quite the 2021, and he's kicking off 2022 with the release of a new original song on Jan. 21.

Last year the Ama native and resident released new songs, had a previously released original song go viral and appeared on Access Hollywood and TODAY - where he played on the national television show. His song "Best Parts of Me" rose quickly on iTunes charts, reaching No. 2 on the country chart and No. 5 on the all-genre chart.

Dempsey first became an instant internet sensation in 2019 after his wife Tiffany posted a video on Facebook that showcased Will and their son Weston playing guitar and singing together. The video went viral and launched Will's pastime of singing into something more.

SINGER on 10A

Will Dempsey's new single will drop this week.

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Doctor who served community for decades hangs up white coat

Monique Roth Editor
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Dr. Vadakkipalayam Devarajan, affectionately known as Dr. Raj to his patients and colleagues, hung up his white coat this month after serving the St. Charles Parish community for over four decades.

"When somebody lives - maybe some people, maybe more people - have a memory of you," he said. "I only wish that I've been good to leave some good memories ... that's my wish."

Dr. Raj was born in India and moved to the New Orleans area in 1976 to attend Tulane University. He moved to St. Charles Parish a couple years later.

"I raised my family here and have been working here from 1978 to now," he said. "I came here and I'm glad I did. The community has been such a warm, supportive community ... just so gracious."

After working in different capacities and networks, Dr. Raj has spent the last decade of his career working as an Access Health Louisiana nephrologist helping patients with dialysis options, kidney stones treatment and chronic kidney disease and failure.

The 76-year-old doctor said retirement was more of his family's idea.

"They want me to smell the roses and I'm going to respect their wishes," he said. "I had open heart surgery two years ago and took some time off then. But my wife wants to move to Florida to be closer to our daughter and grandchildren. I have to support the person who

Dr. Vadakkipalayam Devarajan, known as Dr. Raj, retired this month after serving in the medical field for over 40 years.

RETIREMENT on 12A

Destrehan friends now each showcased in Mississippi boutique

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What started as a way for a local mother and daughter duo to spend time together after Hurricane Ida has blossomed into something far beyond the imagination of two local women.

Destrehan resident Ellen Huguenel Windmann said she's always loved and participated in art.

"With the storm and not having power or internet there was really nothing to do, but we had fence boards that were down in our yard so I picked some that we had and started painting them with my daughter," Windmann said. "I made a couple for the neighbors just as little pick me up and one for a friend in St. Rose ... it was like therapy."

Windmann said she and her 9-year-old daughter Bailey had fun designing the boards together and delivering

ARTIST on 13A

Vicki Johnson-Cain is one local vendor who will now sell merchandise in Mississippi.

Luling writer spreads positive message through children's tale

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Alberta Helms Dunn credits her son with the push that spurred her into action.

"He said, 'You've been talking about writing books ever since I've been alive, and you haven't done one yet,'" Dunn recalled. "And I knew he was right. How can I expect my kids to follow their dreams if I'm not following mine?"

Since that conversation, the Luling woman has penned not just one, but three children's books, the latest "Grandma's Hands," which was released in October. It's something of a departure to the theme of her first two books, which

WRITER on 13A

Alberta Helms Dunn.

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Annual MLK Day March and Ceremony

After a one-year hiatus due to COVID 19, the annual Martin Luther King Day march in St. Charles Parish returned to celebrate the life and teachings of the legendary activist.

The annual event, coordinated by the Martin Luther King Jr. Commemorative Organization, was held Monday. The march began at the Westbank Bridge Park in Luling with a commemorative ceremony following at Eual J. Landry Middle School.

The MLK Commemorative Organization was established 37 years ago. Dwayne LaGrange, a member of the group, said its founders have ensured King's memory stays at the forefront.

"I tip my cap to them, because they've been here since the inception of it, and they've kept the fire burning," LaGrange said. "They're the heroes, and they make this journey such a pleasure to be a part of."

Program keeps students 'on the run' both physically and mentally

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While named "Girls on the Run," racing to the finish line is only one aspect of this positive youth development program that expanded into St. Charles Parish in 2019.

The goal, above all else, is to inspire young girls in third through eighth grade to be joyful and confident while also giving the opportunity to have fun, make friends, increase physical activity levels and learn important life skills. The program culminates with all area teams participating in a celebratory 5K event to be held in May.

The non-profit organization, which facilitates trained coaches who lead girls through interactive lessons and running activities at school and community sites through Terrebonne, Lafourche, St. Mary and St. Charles parishes, will open registration Jan. 24 for girls on a first come, first served basis. Spring season opens Feb. 24.

"The biggest message of the program is instilling that every girl can do it," said Aimee Johnson, council director for Girls on the Run. "In our 5K, we don't care whether you jump, skip or crawl with us, just finish the race and cross that finish-line."

The 10-week program sees groups of 12 to 15 girls meet with their coaches at their designated site, usually twice a week. Each coach establishes a lesson plan that teaches about subjects like self-awareness and team-building. That's done at the beginning of each session – at the end, the running begins.

This program is accessible to all girls regardless of athletic ability or fitness level. Sessions usually last between 75 and 90 minutes and aim to teach critical life skills and behaviors such as how to manage emotions, help others, make intentional decisions, and resolve conflict.

Johnson notes she joined the Girls on the Run team after her daughter signed up and had a positive experience, and she believes in the impact the program has for the better.

"(Louisiana) is the No. 3 ranked state in terms of childhood obesity, inactivity … I think this is a great program for our state to have," Johnson said. "It's about positivity, being confident in yourself … I love what it teaches the girls."

The program expanded to St. Charles Parish in 2019, and Albert Cammon Middle School has hosted as the local site. That connection came via Cammon teacher Sally Gaglione, who reached out to inquire about starting a team – and thus, the ACM Heart and Sole team was born, with Gaglione serving as coach.

"She was very passionate about the program and she reached out (about starting a team locally). Now she's on our board, and she's one of our greatest helpers," Johnson said.

The program is not limited to schools, however – a fitness center, community park or many other sites can serve as a host site. Johnson said she hopes to see some other teams sprout up in St. Charles Parish to join Cammon's.

"You just have to have the coaches and the site approved, and then you have 12-15 girls take part," Johnson said.

The program's momentum was stunted by the COVID-19 pandemic, which caused a shutdown for a season, and registration numbers to decline. It was feared another season would be cancelled following Hurricane Ida, but not only was it held, 125 girls registered, all in person, signifying a bounce-back.

"We're hoping this spring will be even bigger," Johnson said.

To find out more information or apply as a coach, or for existing program sites and schools to register for the new season, one may visit https://www.gotrbayouregion.org.

Girls on the Run participants at Albert Cammon Middle School.

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Norco family in limbo as home destroyed, relief funds denied

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Post-Ida damage inflicted upon the home of Alia Gonzales and her family.

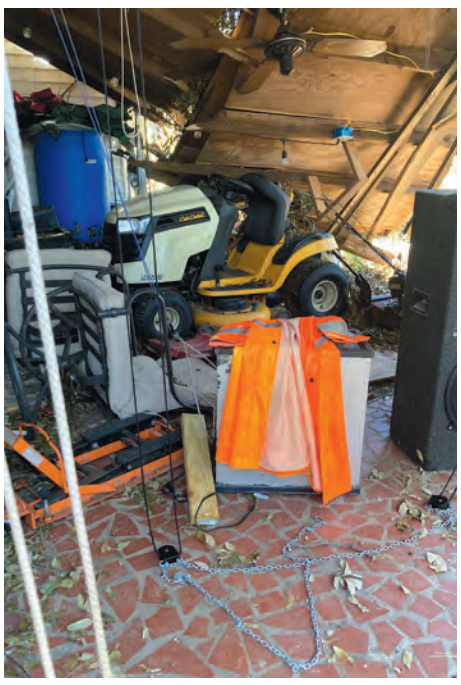
It sounds like a simple request, but the reality is that it's been anything but for Norco's Alia Gonzales.

"I just want to rebuild my life," Gonzales said.

Gonzales, her husband and their 13-year-old son recently watched as their home was demolished, part of that rebuilding process after Hurricane Ida rendered the residence – one the family had just renovated after purchasing a few years ago - a total loss. Three trees fell atop the house, their limbs through every room in the home. While Gonzales says she is grateful the family was able to evacuate and avoid unthinkable harm had they stayed, months of stress have accumulated due to what's been a mostly futile attempt to garner financial aid.

"I got on the phone with FEMA right away, and they said, 'Oh, we can send you to Dallas,'" Gonzales recounted of the days following the storm. "Well, we can't do that. We have to stay here – my husband has to work and I have to get started on insurance and everything else … 'Well, we can't help you.'"

With nowhere to go, the family stayed with a neighbor for two weeks. Attempts to secure a trailer to live in via FEMA dragged, and the couple made the decision to purchase a trailer themselves.



"I knew (their neighbor) wanted her house back. So, it's like, how long are we going to wait? We need a roof over our head, and we can't stay here much longer."

That temporarily solution secured, other problems needed to be addressed. The family's home insurance would pay what the home was worth, but that garnered approximately half of what the cost would be to demolish and rebuild the home, and it was not a cost they could afford.

That left them with more pleas to FEMA, but Gonzales said she's gotten the runaround for months.

"They deny, deny, deny," Gonzales said. "Finally, they told me, 'Well, you'll need a FEMA inspector to come out.' And yes, please, that's what we've wanted for weeks and weeks."

She said the inspector came out and, after two hours, told them the high likelihood was they would be denied assistance, but to continue appealing. According to Gonzales, FEMA said the issue at hand is it will not duplicate insurance benefits. She added that contrasts with paperwork she received from the inspector, which stated one may be eligible for FEMA assistance if their insurance settlement does not cover all of their disaster needs, but said FEMA claimed that paperwork was not official via the agency.

Thus far, Gonzales said the family has not received a dime of FEMA assistance.

Months of lobbying in vain led the family to go public with their grievance. After a segment highlighting their plight was featured on FOX8, a FEMA agent in Washington, D.C. reached out to her and indicated assistance could be possible, but she would have to make a stronger case and specifically prove that the home needed to be demolished.

"So, the damage report, your inspector, none of that is enough to prove we needed to have it demolished?" Gonzales said. "They said they can't go by pictures. So, what was the point of the inspector? We had three trees on top of our roof, in front of the house. If that house comes down, then the tree is coming down there right by the trailer.

"I'm trying to give them what they want. But they ask for the same things, over and over and over. Appeal letter, insurance settlement letter, copy of check. This is what I have. This is it. I've done it five times already … the information doesn't change."

She said she was also asked why the family elected to demolish the home so soon.

"We're almost five months later," she said.

Gonzales said she is waiting to hear back about an SBA loan, and believes that will come through. But she added the family will be in for some tough times ahead, regardless.

"We're gonna struggle … we're not rich," said Gonzales, a teacher in Jefferson Parish, while her husband is a delivery driver. "We bought a house we could afford. We can't afford to pay $300,000 for a house, and it's not that easy to just pick up and go somewhere else."

The Gonzales family set up a GoFundMe (titled "Help the Gonzales family rebuild our home") in hopes of finding some financial relief.

It's all been a cumbersome burden that has followed the family into the new year after a very trying 2021. Last year, Gonzales' mother passed away, while her husband nearly lost his mother after the latter suffered a heart attack. Their home was destroyed and their lives were thrown into limbo.

"2021 was an extremely hard year for us," Gonzales said.

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Luling disaster recovery center to close permanently

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Luling's FEMA Disaster Recovery Center will close permanently at 6 p.m. on Friday, Jan. 21.

The center is found at the Edward Dufresne Community Center Parking Lot, located 274 Judge Edward Dufresne Parkway in Luling.

St. Charles Parish residents, and residents of all parishes affected by Hurricane Ida, can continue to visit any open disaster recovery center in Louisiana. To locate a center, check the FEMA app, visit www.FEMA.gov/DRC or call the FEMA Helpline at 800-621-3362. All DRC centers follow COVID-19 precautions, and masks are required for all visitors, employees and volunteers.

DONOR from 1A

life is not good. He died on dialysis. His brother died at an early age, I believe his first time he did dialysis. So, I know, if possible … out of the two choices (transplant or dialysis), both have problems, but the transplant is better. My doctors all agree on that."

Robert is on the transplant waiting list, but the timeframe is problematic. Once a two to four year process, these days the wait is estimated to be five to seven years. It's why Robert was advised to find a living donor on her own.

A kidney is hard to find, and on top of that, it's hard to ask, Robert admits.

"(Her doctor) explained to me, 'You're depriving somebody who wants to do something good.' So, I started thinking about that and understanding what he said," Robert said.

But others have also helped get her search started. Her sister's kidney donor created a webpage, called "A Kidney for Sharon," which explains her situation, how a living kidney donation works, while also making himself available to speak to a potentially interested donor to share his own experience. Robert's niece has been spreading the word on Facebook.

"I truly appreciate what they're doing to help me," Robert said.

The news she would need a transplant wasn't a shock for her. With PKD, it's inevitable, she said.

"I knew it was coming at some point," Robert said. "So, when I learned that, it felt more like, 'Well, here it is.'"

Part of her doctor's reasoning for bringing a sense of urgency to the matter also stems from Robert's specific kidney situation – they're greatly enlarged and could begin to affect other organs.

"They showed us the images … my kidneys completely take over the front of my body, and some of the back," she said.

The illness has taken things from her. Robert was a teacher's assistant at Mimosa Park Elementary School, a position she took ona position she took on after helping out and substituting at St. Charles Borremeo and Sacred Heart, where her children attended. That experience made her realize how much she enjoyed working with the children. She had to resign from the position due to her health.

"It was the best experience ever," Robert said. "The absolute best school, the best principal, the best co-workers, and I adore the children."

Getting exercise is also problematic. Even talking a walk can be a struggle.

"I've taken tests, and it's never anything respiratory that's wrong. It's the kidneys," she said.

Through it all, though, she's kept a positive attitude in the face of her adversity. Robert still has to find a donor, and she knows a transplant will not bring her struggle to an end, as there will be issues to manage thereafter.

She expressed no bitterness, but gratitude instead.

"It's not a case where, 'Well, I'm getting a transplant, so I'm all good,'" Robert said. "You can develop other problems afterwards. But it's still a life-saving procedure, and I'm extremely grateful to have that opportunity."

Sharon Robert with husband, Troy, and sons, Troy Michael and Regan.

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REBUILD from 1A

... the policy didn't even cover like one-sixth of my contents. Once I talked to insurance and figured out what they were giving me, I knew I needed to make it last."

With the hopes of making insurance money stretch as far as it can, Stock and her 9-year-old son Kael have become a construction crew of sorts as they have worked to demo and now rebuild their Destrehan home. The Stocks are operating under the watchful eye of their supervisor with whom they share a last name – and family tree.

"My dad Gerry Stock has worked in construction and maintenance his whole life," Stock said. "We wouldn't be able to do anything if it wasn't for him teaching us along the way. Once he teaches me how to do it, it's like, 'Come on Kael.' The other day I learned how to run ducts in the attic and cut a hole in the ceiling to put in a vent."

Stock said Kael has found his favorite home improvement step.

"He really likes hitting walls," she said laughing. "He loves to put holes in the wall."

The three generations of family members have been working side by side by side as they tackle the home renovations.

"In the future we'll know how to do it if we ever have to do it again," Stock said of she and Kael. "Its teaching Kael a work ethic and showing him how to take care of our home ... he's the man of our home. I think that him being able to see me as a woman do the work as well ... I think it'll give him a new appreciation for what women can do."

The mother and son duo are currently living in a trailer in their front yard. In the days following Hurricane Ida, they moved to an apartment in Baton Rouge and Stock enrolled Kael in a school there so she could commute back and forth to St. Charles Parish for work.

"There have been a lot of tears and a lot of love," she said of the months following Hurricane Ida. "Its amazing to see how people - some that you don't even know - are just willing to help even though they may have lost some things and along the way they are still willing to help people at their lowest point. It says a lot about our parish and our community. It's so amazing to see everyone come together and help each together. Hopefully this is a lesson the kids can learn and carry on as well."

The Stock's home received significant damage in Hurricane Ida, which has led to an opportunity for Kael Stock (right) to learn a lot about construction.

SINGER from 1A

Dempsey's new song releasing this week for streaming and download is titled "Beat You There." The song was written after the death of Audrey Maria Higgins, a friend of Dempsey's who was killed as the result of a July 4, 2020 boat crash.

"Not only was she a good friend, but she was also a big supporter of my music," Dempsey said. "She came to every one of my shows and even set up one of the biggest shows I had at the time. So after she passed away, I wanted to do something special for her and her family ... so I wrote this song in her honor."

Dempsey said he's known Higgins for as long as he can remember.

"I'm not sure exactly when we met. I was just a kid at that time," he said. "We both grew up in Ama and being such a small community, you pretty much get to know everyone around your age. She was a little older than me, so we didn't really hang out all of the time when I was younger. But as we got older, one of my best friends, Blake, started dating her sister and we started doing a lot more things together and got much closer."

Dempsey said Higgins was a great friend.

"She was always willing to help out and never asked for anything in return," he said. "She was just a genuinely good person, and it was impossible not to like her. She was also a really positive person and was always looking to have a good time."

Higgins, Dempsey said, was also a really big supporter of his music when he was just starting out.

"She came to every one of my shows and even set up a show for me at Fat Boys bar in Luling," he said. "At the time, it was the biggest show I'd ever done. The place was packed ... and I owe it all to her."

Dempsey began penning the song the day of Higgins' death.

"I wanted to write it for a few different reasons," he said. "For one, I wanted to do something special for her - to honor her and keep her memory alive because of all the things she had done for me. Also, I was very close to everyone in that boat. I saw first-hand all of the hurt and pain that this family was going through because of this accident, and I wanted to do something special for them to help them cope with her loss and help give them hope that they would see her again. Grief makes it pretty easy to write songs and it also helped me to process all of the things I was feeling at the time."

The song, Dempsey said, was all around a labor of love.

"I've worked really hard on this one," he said. "I actually produced and mixed the song myself ... just me and the guys in my band in my little home studio. The great thing about this song is that anyone who's dealing with losing someone can relate to it. It's not just meant to be a sad song about loss ... its meant to give people hope as well ... hope that they will see this person again one day."

Will Dempsey and Audrey Higgins (above) were friends who became closer after the wedding of Dempsey's friend and Higgins' sister. His song about her will release this week.

Caitlin Higgins Comardelle, Higgins' sister, said her favorite line of the song is "We're both headed for the same place anyway ... I just beat you there."

"The first time I heard the song I just cried ... from the first strum of the guitar to the last," Comardelle said. "It's after the second and third time that I listened to it that I heard how hopeful the song is and how proud we are to have this song represent my sister. Audrey wouldn't want us to cry. She would want us to pick ourselves up and keep living our lives and thanks to this song and the support we get from our community, from both people we knew and complete strangers, we are able to do that on most days."

Comardelle said she hopes the song will bring happiness and hope to anyone going through a similar situation.

"The loss of a loved one, especially as sudden and unexpected as the loss of Audrey, is one of the hardest experiences people will ever go through," Comardelle said. "If this song can somehow put a hand on their shoulders and tell them that their loved one is OK and that they'll see each other again ... then I think that is all Will or any of us could ever want."

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RETIREMENT from 2A

has supported me for so many years. If left to myself I would work for another five years, but I'm going to enjoy some time with the grandchildren."

And even though he feels not quite ready to retire, Dr. Raj acknowledges how demanding his job as a physician has been.

"Being a doctor is challenging … I mean being a human being is challenging enough," he said laughing. "But the challenges make life meaningful, right? I will never forget St. Charles Parish … that'll be always in my memory."

Future plans include writing a book about his experiences in the medical profession.

"It's not just a science … it's an art," he said of his chosen career. "I've already had some things published, so I've had a tase of that."

Besides his medical expertise, Dr. Raj gave back to the St. Charles Parish community in other ways during his time here. After Hurricane Katrina he produced a comical play that he presented free of charge to the local community.

"Besides medical studies, in high school and college I was always interested in drama," he said. "I have done many of them in my younger days and in the 1980s and 1990s in Metairie. I stopped that for a while but in 2005 coming back from Hurricane Katrina there was just so much destruction and depression … everywhere you turned you just saw people who were unhappy and

I thought, 'Why don't I do something to cheer up my community?'"

He presented the play to a standing-room only crowd in Luling.

"It was like 400 people," he said. "It poured all day, but was so fun. I think people really enjoyed it. Life should be fun too."

Claire Landry and her husband have been patients of Dr. Raj for years, and she said she'll never forget the play.

"He's been such a blessing to the community", she said. "I cried when I received his letter of retirement."

Landry said one of her favorite things about Dr. Raj is his sense of humor.

"After my husband Brian and I retired we began making our doctor appointments on the same day and same time and Dr. Raj would walk in the room and call us the 'love birds' every time he saw us," she said, adding that during football season the doctor knew he could talk about the game with the couple. "Saints fans love Saints fans. Some visits I'd notice took longer because we all had so much to say, so sorry to whoever who was in the next room waiting. Dr. Raj loved to travel and always encouraged us to see the world. About six years ago I began making our appointments for the last two appointments of the day so there were no time constraints to discuss the important things like football and travel."

AHLS President and CEO Mark Keiser said he has had the privilege of knowing Dr. Raj for almost 40 years.

"He has made a tremendous impact on thousands of lives," Keiser said. "He will be missed, and we wish him well in his retirement."

Keiser said Dr. Raj may occasionally fill in during vacation periods for other AHL doctors throughout AHL service sites, which means he may occasionally be back in Luling.

"He plans on making himself available to consult with his colleagues on the continuing care for the folks he is currently serving, which is great news," Keiser said. "Dr. Raj has always enjoyed teaching and will continue to be a resource to younger practitioners and ancillary employees of Access Health. So, from those of us here at Access Health, we're not saying 'goodbye' to Dr. Raj … more like 'see you soon.' And that's reassuring to all of us, and we hope to you also."

Dr. Raj said that he will look back fondly at his time serving patients.

"I am very happy," he said. "I was able to help the community and to live a life of service. I think I have accomplished that. I am satisfied with what I have done with my life."

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ARTIST from 2A

them to people. The duo turned their activity into a fundraiser for the community, where they eventually donated $700 of their proceeds to the River Region Drama Guild.

Vicki Johnson-Cain of Destrehan purchased several boards from the Windmanns and even had Ellen custom design pieces for her. What started as business transactions between the two blossomed into a friendship, and when Johnson-Cain learned her friend Beth Bowman was opening a pet boutique in Bay St. Louis, she knew just who to call.

"Vicki reached out to me and said, 'Hey, I have this friend who is going to open this boutique in January … Would you be interested in selling your art there?'" Windmann remembers. "The pieces just kind of fell together and brought me on this new journey I'm on."

Ellen Windmann (left) poses with Beth Bowman, the owner of Three Sister Boutique.

Johnson-Cain will also sell items through the store. She is a seller of DOG IS GOOD merchandise, which includes unique apparel and accessories for dogs and the people who love them.

"This is the first time my stuff will be in a store," Johnson-Cain said. "I've just been doing craft shows and markets and pop-ups, so I have to set up and take down all the time and it's just me so it's a lot of work."

Johnson-Cain said Three Sisters Pet Boutique is a woman-owned business that will exclusively feature other women-owned businesses. It is found on the third floor of The Shops of Century Hall, located at 112 Second Street in Bay St. Louis, Miss.

"It's a really cool building," Johnson-Cain said, adding that in the future she hopes her collaboration with the boutique will lead to opportunities to partner with several animal charities. "It's a really fun opportunity and a unique store."

Windmann said she has no idea what to expect as her art goes into a boutique, but that she is happy she went with her gut instinct to step outside of her comfort zone and participate in the new business.

"It's just a good feeling to create things that people are treasuring," she said. "I always liked art, but it was something that kind of faded out when I became a mom because I started focusing more on my kids. It's funny because it kind of died off due to my daughter and was kind of reborn thanks to my daughter. It's exciting … it's a fun journey to be on for sure."

Windmann said without Johnson-Cain buying boards from her, she more than likely would have never ventured into selling art to more than family and friends.

"I would have never connected with Beth and this opportunity would have never happened," Windmann said. "Vicki is a big piece of the puzzle for me."

WRITER from 2A

brought well-known fairy tale characters together with her own twists on the characters: Little Red Meets Goldilocks and Little Red Meets the Three Pigs, released in 2017 and 2015, respectively.

Grandma's Hands, conversely, is about a young boy who grows up with a grandmother very supportive of him, inspiring him to be the best grandfather he can be later in life. Her inspiration came from her own life, as Helms is now a grandmother herself.

"Little Red was a girl, and so I wanted a little boy character here because I have two grandsons," Dunn said. "The characters are bi-racial, because that's how my family is. I wanted this book to have the message that no matter what color, shape or size you are, as long as you treat people with respect and are treated with respect, that's what matters."

It would be difficult to look at Helms as anything but an inspiration. Growing up in a low-income environment, she often turned to writing as an outlet. Her father bought her a typewriter when she was 9, and she immediately began writing stories for her friends all over her neighborhood.

She long yearned to write a book and ultimately decided to make it a reality. Surrounded by children daily as she worked at the library of Norco Elementary School, she thought it might be nice to make it a fairy tale.

"I wanted to feature characters who looked like me, African American characters in my fairy tales because I didn't have that growing up," Dunn said. "That was a big thing that prompted me to write these books. And I grew up with Little Red Riding Hood as one of my favorites."

Thus, a story merging two classic fairy tales into a modern story with African-American characters began to develop in her mind. The tale would be set in the woods of Luling, and those who meet Little Red's acquaintance are not limited to those notes in the titles of her books: after all, when it comes to the woods, a very Big Bad Wolf is known to lurk.

She made the characters relatable – they rap, they sing, and they use local slang. Actually, as Dunn notes, the local flavor of the dialogue is another unique combination in itself, terms and phrases popular in Louisiana and Kentucky, where Dunn originally hails from.

After a year of writing and perfecting her tale, she moved forward with the project. She could not afford an illustrator at the time, so she took on the task herself.

"They weren't the best, but I wanted to make this happen, and they told the story," she said.

That first book was published originally by independent publisher AuthorHouse. Today, all three books are available on Amazon.com and BarnesandNoble.com.

Like the fairy tales, the characters in Grandma's Hands are set in Luling as well.

Dunn hopes her story can inspire others to pursue their passions.

"My thing with children is, if they can dream it, they can achieve it," Dunn said. "People thought I was kind of goofy, writing all the time, but my parents gave me that confidence to carry with me through life. You have to work hard, believe in yourself and go do it. And you can."

Obituaries

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

Dufrene

Marguerite "March" S. Dufrene, 97, a native and resident of Des Allemands, passed away on Sunday, January 9, 2022.

Visitation will be held at St. John the Baptist Catholic Church, in Paradis, on Wednesday, January 19th from 9 am until service time. A Mass of Christian burial will be celebrated at 11 am with burial to follow in St. Gertrude Cemetery, Des Allemands.

March is survived by her sons, Curtis P. Dufrene (Linda), Dwight D. Dufrene; daughter, Juanita Luquette Hebert (Eddie); 8 grandchildren; 17 great grandchildren and 4 great-great grandchildren.

She was preceded in death by her husband, Daniel E. Dufrene; parents, Edward and Elizabeth C. Schaubhut; brothers, Mickey, Eddie and Tony Schaubhut; sisters, Joyce S. Donnaud, Deane Folse and Iris Lunk; grandchildren, Corey Dufrene, Cory Dufrene and great grandchild, Cole Dufrene.

In lieu of flowers, Masses preferred.

Falgout Funeral Home is entrusted with arrangements.

Registration now open for St. Charles Parish spring sports

Monique Roth Editor
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The St. Charles Parish Department of Parks and Recreation has announced that spring sports registration for baseball (ages 7-14), softball (ages 7-14), t-ball (ages 5-6) and track and field (ages 8-16) is now open.

Registration must be completed online and is open until Feb. 14.

Except for girls' softball and track and field, all registrations must occur with the individual's affiliated booster club. Information submitted incorrectly, or registering with the wrong booster club, could cause a child to be placed on the incorrect team and could cause a delay in the registrant's uniform order.

Officials said registration fees will only be refunded if a uniform has not been ordered. Once the uniform order is placed, a refund cannot be issued.

For more information or to register for a sport, contact the Department of Parks and Recreation at 985-783-5090 or visit its website at www.scpparksandrec.com.

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Wildcats showing to be a force, set for key matchup with ESJ

Rematch with Hahnville looms next week to kick off second round of district play

Photos by Ryan Arena/Herald Guide

Jai Thomas of Destrehan sizes up the defense.

Ryan Arena Editor
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In year one under head coach Troy Green, Destrehan learned his way of doing things on the basketball court.

In year two, the Wildcats have made a leap.

As Destrehan (18-4) prepares for a key District 7-5A showdown at home Friday night with East St. John, it's already made quite a statement to the prep basketball landscape. The Wildcats have been ranked as high as No. 3 in Class 5A power points, and headed into Tuesday night's game against a powerful Madison Prep squad, the team stood at No. 9.

Though Madison captured the win there, what was a struggling Destrehan program has turned completely around under Green, who guided his alma mater White Castle to a pair of state championships prior to his arrival at DHS. Destrehan won 13 straight games at one point this season, and the loss on Tuesday snapped what was a four-game win streak over H.L. Bourgeois, Central Lafourche, Terrebonne and Northside.

Photos by Ryan Arena/Herald Guide

Davonne Wells of Destrehan.

The latter of those, a 61-60 victory on Monday in Lake Charles, saw the Wildcats fight back from an 18-point deficit to lead by as many as nine in the fourth quarter. DHS held off Northside's own rally to earn the one-point win, and it's hardly the first time Destrehan has shown an ability to fight back into a game after falling behind significantly – the Wildcats made a similar comeback against Hahnville earlier this month before the Tigers regrouped to nail down the win.

"We made a run … we kept plugging away in the third quarter and in the fourth quarter, and we made a run," Green said of the Northside win. "To be down 18 at halftime, we came out and pulled it out. We didn't panic. We just continued to play defense and chugged away, chugged away."

The win showcased the confidence this team has been playing with, a confidence that continues to grow as the wins pile up.

"The main thing was trying to change our mentality as far as defending," Green said of the team's improvement this season. "Playing team basketball. It isn't going to go our way all the time, but if you do the little things correctly – play defense, share the ball, be on time, take charges, just do what you're supposed to do – those things add up. And if you don't do those things, it comes back to hurt you in crucial games. We hang out hat on defense. You shot won't always fall, but the defense can always be there."

"Do the little things correctly … play defense, share the ball, be on time … those things add up … We hang our hat on defense."

— DHS head coach Troy Green

That first point, defense, is what the Wildcats hang their hat on. A deep and athletic roster that sees 10 players earn significant playing time night to night allows the Wildcats to go all out with their press, that defense often turns into points at the other end off of turnovers.

Calvin Bullock has been a go-to player for Destrehan. The forward/center has been leading the team in scoring and keys the Wildcats' inside-out philosophy on offense.

"We try to go through him," Green said. "We look to go inside first. He's been playing real steady for us."

Chris Moore has been coming on strong in recent games, Green said. Devin Fourcha and Daniel Blood have also played consistently well on a roster full of contributors.

While Destrehan has learned to win again on the basketball court, Green said this is hardly a team that doesn't know how to handle success.

"When you think about it, the majority of our team is used to having success in football," Green said. "So I don't think it was that hard to get those guys to understand how to win. And when you win, they realize, 'Hey, we can play too.' We just have to go out there and execute, and not get too high or too low."

East St. John presents a major test and challenge on Friday. ESJ brings a record of 21-5 along with them to Destrehan, and more importantly for this particular battle, is an unbeaten 5-0 in district play.

Destrehan is 3-1 in district play thus far, so this game carries a lot of importance for DHS: a second district loss could render them on the outside looking in in regards to the the district championship race.

"They're in the top 10 in 5A," said Green. "That's a very talented team and they're doing a good job over there. Hopefully we can go out, play well and protect our home court."

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Hahnville bests Destrehan to keep surge going

Victory over rival continues to cement breakthrough season for Tigers

Ryan Arena Editor
ryana@heraldguide.com

Hahnville hoped to get off to a fast start in its district matchup with Destrehan – Ethan Maher ensured the Tigers got just that.

Maher's goal with just 15 seconds elapsed in Friday's match set the tone in what became a 5-1 Hahnville victory, spurring the Tigers' record to 9-6-3 in what's been a breakout season for the team. Maher's goal was his first of two on the night. Owen Fontenot also scored two goals while Allen Dugas added another. Each also garnered an assist on the night.

"This game, for us, was all about team effort and heart," said Maher. "We come out here and hustle our butts off. We struggled a little in the second half and needed to step it back up, and we did that."

Maher and Chad Breaux are the lone seniors on this Tigers team, which has taken a large step forward after a 2020 season that began promising before a swoon late in the season. This year, the team began 4-0-1, and though it hit a lull after that, Hahnville has regained its form and is unbeaten in its past six matches – 4-0-2.

"I think we're playing great … there are a lot of young guys playing, and a couple of freshmen really stepping up," Maher said. "Chad and I are the seniors and we've been trying to really step up our leadership."

It was one of those freshmen, Fontenot, who took the ball once play began and raced up the sideline and sent a cross to Maher, who lofted the ball high and into the net to give his team a 1-0 lead.

"I got the ball right after kickoff, went up the sideline and played it inside … (Maher) put it in the back of the net. That was a huge adreneline rush," Fontenot said. "We wanted to start fast and attack them quick and we went for it right off the kickoff."

Fontenot doubled the lead with a score of his own to make it 2-0, then added a third goal with four minutes remaining in the first half.

For a freshman experiencing his first Hahnville/Destrehan rivalry clash, it was as strong a start as one could imagine.

"It was really big, to play in this one and score a couple," Fontenot said. "I think we have a lot of guys here who have been playing together for awhile. Good friendships, staying positive with our teammates … there's just a good chemistry between players."

Dugas earned a free kick in the ox, which he booted through to make it a 4-0 advantage.

That score held until late in the second half, when Destrehan's Max Laumann scored off a rebound in the box to cut the lead to 4-1. But the Tigers turned back two other golden opportunities to score for the Wildcats, who earned two separate free kicks in the box that Hahnville defended well and cleared out.

Brendan Kenney of Hahnville and Max Laumann of Destrehan battle for the ball.

Just before time expired, Maher finished the night with the Tigers' fifth and final goal.

Hahnville head coach Matt Oubre called Maher's goal to start the match a huge momentum boost, and likewise the score to cap the match off a strong way to finish after the team had lost a little footing midway through the second half.

"I think we kept the pressure on from there, didn't let up the whole half," Oubre said. "In the second half a little way in, we made some silly mistakes, some fouls, let Destrehan back into the game. So, it was good to see us finish with that goal. We had a lot of quality chances tonight and that was the difference."

> **"We wanted to start fast and attack them quick … we went for it right off the kickoff."**
> — Hahnville's Owen Fontenot

Oubre said the team's downturn after its hot start – the Tigers lost four straight and five of six after an unbeaten start – was concerning, but that the team has answered the bell and is discovering itself as the season unfolds.

"We're figuring out who we exactly are. We're starting to see that when guys can play with speed and intensity, we're doing well with that. We still have some tests coming up," Oubre said.

For Destrehan, 2021 has been a rebuilding season. A team heavy on freshmen and sophomores has gone winless thus far, though the Wildcats showed their willingness to keep battling hard even when trailing significantly on Friday.

"We have an inexperienced team … but we fight. We don't give up," said Destrehan head coach Jhovanny Santamaria. "That's all I can ask, all I want from them. We've been down all year, but these guys never give up. They counter attack. They're trying to score … we had three chances tonight, two on dead balls. We're still learning to put those balls in the net … but they keep battling and playing."

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SCPPS' Learn With Us Bus rolls through town with new opportunities for families

Monique Roth Lifestyles Editor
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The Learn With Us Bus is on the move once again, and with a visit to the vehicle comes new and unique ways of learning for St. Charles Parish families.

The bus is a joint project between the United Way of St. Charles and St. Charles Parish Public Schools.

"The Learn With Us Bus started during the 2019-2020 school year," District Title I Coordinator Lacey Powers said. "Last school year it made stops in our community handing out early literacy materials, and this school year we are back in the community hosting playgroups focusing on kindergarten readiness."

Completion of the bus includes the work and coordination of various school system departments, including the Satellite Center's digital media class, Hahnville High School's art class and carpentry department and the district's transportation department.

The bus is a mobile family education resource for parents, similar to the elementary school Family Centers. The bus provides books, toys and games for children of preschool age through second grade, internet access for parents to access school forms and information and information about additional community resources available to St. Charles Parish residents.

"Our goal is to engage families of young children in St. Charles Parish with fun and exciting kindergarten readiness lessons," Powers said. "We want each visit on the bus to be a learning experience for both the adults and the children. We hope to introduce skills that are necessary for kindergarten readiness and give families tools they can use to help teach their little ones at home. The Learn With Us Bus has knowledgeable teachers and staff that are ready to help answer questions and get your little ones ready for kindergarten."

The bus also has Chromebooks and internet access for families to use.

To learn more about the Learn With Us Bus or to view the bus schedule, visit the St. Charles Parish Public Schools' Facebook page or www.stcharles.k12.la.us.

The SCPPS Learn With Us Bus is a mobile family education resource for parents, similar to the elementary school Family Centers. It provides books, toys, games, internet access and information.

Who let the dinos out?!

AAAHHHH!!! Dinosaurs are loose in our school! PreK students at Allemands Elementary School learned about dinosaurs!

St. Charles Art Guild January 2022 Artists of the Month

1st Place
Tammy Simmons
"Tuscany"
Watercolor

2nd Place
Gerry Gieseler
"Zinnia"
Watercolor

3rd Place
Ann Clement
"Sour Grapes"
watercolor

Artwork on display at the East Bank Regional Library for the month of January.

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PROPERTY SPOTLIGHT PROPERTY SPOTLIGHT PROPERTY SPOTLIGHT

RESIDENTIAL
19 MICHAEL DR
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4 bdrms - 2.5 baths - Move-in Ready in Willowdale. Huge Den and separate wood-floored Living & Dining Room. Fabulous windows throughout with great natural light. $399,900

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Paul and Rachel Mire at Houmas House.

Lily in Jurassic Park.

Ricky Escobar celebrates his 39th birthday.

Evelyn Henry checks out her float in the Krewe of Isis.

Easton at his birthday party.

Tristan Comardelle and Josiah Hebert on vacation in Tennessee.

Ethan was Star Student this week!

Jordan is 5 and Atlee is 2!

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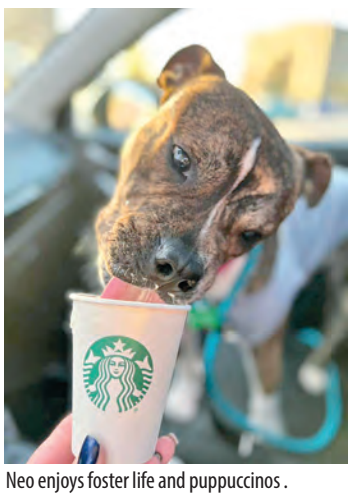
Paisley has fun swinging in her back yard.

Rhett Cortez at 8 Seconds to Glory in Houma.

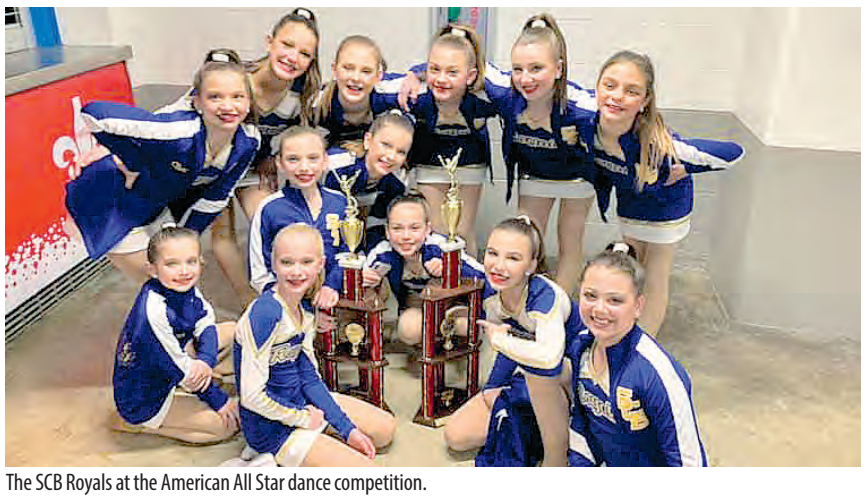
Luke Compton as Elvis Presley.

Layton and Mason are ready to celebrate Mason's 8th birthday.

Maverick and Alaina Ward.


Neo enjoys foster life and puppuccinos .

Joseph celebrates his birthday.


The SCB Royals at the American All Star dance competition.

Carter Breaux enjoys her toast bread.

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Jesus is our answer, our only answer.
Just call, we don't have to beg.
Amen

Edna Matherne

Prayers

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Legals

Legal notice deadline is Friday at 3 p.m. for the following issue. To place a legal notice, call 985-758-2795 or by email legals@heraldguide.com

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ST. CHARLES PARISH PUBLIC NOTICES

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

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

Mary K. Clulee
Councilwoman, District II
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Nicky Dufrene
Councilman, District IV
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Councilwoman, District V
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Julia Fisher-Perrier
Councilwoman, District VII
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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

ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

The St. Charles Parish, Zoning Board of Adjustment will meet on January 20, 2022 at 7:00 p.m. to hear:
2022 1 ZBA Frank Clavelle, Jr. & Yasemie Nicole Baptiste to reduce the required front yard at **341 S. Kinler St., Boutte.** Zoning District R-1A(M). Council District 1.
2022 2 ZBA Brenden Victor & Desrehea Arceneaux Terrell to reduce the required rear yard at **601 Turtle Creek Ln., St. Rose.** Zoning District R-1A. Council District 5.
2022 3 ZBA Lynette A Howard to reduce the required rear yard at **319 River Oaks Dr., Destrehan.** Zoning District R-1A. Council District 1.
2022 4 ZBA Herson Perez & Nicole Powers to reduce the required side & rear yards at **133 Clayton Dr., Norco.** Zoning District R-1A. Council District 6.
NEW BUSINESS
- Board Chair/ Vice Chair discussion and vote
- Zoning Board of Adjustment Rules discussion

ALTERNATE DATE: 1/27/22
PUBLISH 1/16, 1/13, 1/20

Public Notice

Request for Scenic River Permit on Bayou LaBranche

The Secretary of the Louisiana Department of Wildlife and Fisheries (LDWF) as Administrator of the Louisiana Natural and Scenic Rivers System is currently considering the application of NRCS to construct a marsh creation project near Bayou LaBranche. The decision to grant or deny this permit in the public interest will be based on an evaluation of the probable impacts of the proposed activity on Bayou LaBranche.

Copies of the application can be reviewed by the public at the LDWF main office, Room 432, 2000 Quail Drive, Baton Rouge, LA and at the District Office nearest the proposed activity. Responses should convey sound reasoning for or against the proposal and be mailed to LDWF Scenic Rivers Program, P.O. Box 98000, Baton Rouge, LA 70898-9000.

Publish: January 20, 27 and February 3, 2022

Public Notice

You and I... We are

ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

Sealed bids are requested by St. Charles Parish School Board from properly licensed contractors for construction of:

DESTREHAN AND HAHNVILLE HIGH SCHOOL STADIUM LIGHTS
DESTREHAN AND HAHNVILLE, LOUISIANA

Bids will be received at the **St. Charles Parish School Board, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070** at **11:00 A.M., LOCAL TIME, THURSDAY, FEBRUARY 10, 2022,** at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit by visiting the public projects area at www.cityblueprint.com. Printed copies are not available from the Designer, but arrangements can be made to obtain them through City Blueprint & Supply Co. or most other reprographic firms. Please note that Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to:

City Blueprint & Supply Co.
1904 Poydras Street
New Orleans, LA 70112
504-522-0387
planroom@cityblueprint.com

Bidding documents are also available at www.stcharles.k12.la.us under "Resources," select "Online Bids, RFP's, etc.

All other questions regarding the scope of work of the project should be directed to the Project Engineer in writing via email mjuarez@hebertengineering.com.

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

Bids must be accompanied by a bid security at least equal to five percent (5%) of the base bid and all additive alternates in the form of a certified check, cashier's check or bid bond. The successful bidder will be required to furnish a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the contract amount.

Contract, if awarded, will be on the basis of the lowest responsive and responsible bidder, if within the budget. No bid may be withdrawn for a period of 45 days after bid opening except as provided by law.

Bidders must meet the requirements of the State of Louisiana Contractor's Licensing Law, R.S. 37:2151 et seq.

D. REJECTION OF BIDS

St. Charles Parish School Board reserves the right to award the project on whatever basis is in the interest of the Owner and to accept or reject any or all bids and to waive technicalities and informalities as allowed by law.

E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held at the St. Charles Parish School Board Office, Dufresne Conference Room, 13855 River Road, Luling, LA on Monday, January 31, 2022, at 11:00 a.m. Attendance at this pre-bid conference is MANDATORY.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: Thursday, January 13, 2022
Thursday, January 20, 2022
Thursday, January 27, 2022

St. Charles Parish Public Schools
Alex L. Suffrin, President
Dr. Ken Oertling, Superintendent
13855 River Road, Luling, LA 70070

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, JANUARY 24, 2022, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2021-0334 (1/10/22, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Kyle Associates, LLC, to perform engineering services for Norco Force Main Transfer Station (Project No. S211101), not to exceed $425,200.00.

2021-0335 (1/10/22, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Meyer Engineers, Ltd. for Destrehan Wastewater Treatment Plant Aeration Basin Rehabilitation (Project No. S211202), not to exceed $30,000.00.

2021-0336 (1/10/22, Jewell, C. Oubre)
An ordinance to authorize the Parish President to make full and final settlement in the matters entitled "*Industrial and Mechanical Contractors, Inc. vs. St. Charles Parish*", 29th Judicial District Court of St. Charles Parish, Docket No. 84,056 consolidated with "*St. Charles Parish vs. Industrial and Mechanical Contractors, Inc., et al*", 29th Judicial District Court of St. Charles Parish, Docket No. 84,689.

2022-0009 (1/10/22, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P190902, Spillway Road Rehabilitation, to increase the contract amount by $63,991.18, and increase the contract time by 60 days.

2022-0010 (1/10/22, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a contract with APC Construction, LLC, for Parish Project No. P210601 Des Allemands Emergency Bulkhead, with a Bid in the amount of $1,908,019.20.

PUBLISH: January 13, 20, 2022

Public Notice

PUBLIC NOTICE

COMMUNITY SERVICE ANNOUNCEMENT

Residents of St. Charles Parish may be eligible for financial Assistance with their utility bills through the Low-Income Home Energy Assistance Program. LIHEAP services will be provide by St. Charles Parish Department of Community Services. All applicants must demonstrate permanent residence in St. Charles Parish, provide outlined benefits below and meet the following income guidelines identified by the state.

***How to Apply**: St. Charles Parish residents can call 985.764.7944 to schedule an appointment between the hours of 8:30 A.M. to 4:00 P.M. St. Charles Parish Department of Community Services is located at 14564 River Road, New Sarpy, LA. Application process will begin February 1, 2022.*

Information needed to Apply.

1. Income for one month or 4 consecutive check stubs
2. Utility bill (heating/cooling)
3. Social Security cards for everyone living in the household
4. SNAP recipients must present household electronic notice from (DCFS Department of Children and Family Services,(within 30 days)
5. Self-employed applicants must provide recent Federal Income Tax Return and attached schedules
6. Termination records: If applicants is recently terminated or laid off
7. ID Pictures/Drive 's License

**ID-If the ID does not match your Energy service location address, you must submit another utility bill, lease agreement or rent receipt to show vulnerability.*

***Inclusions** – Gross Wages and Salary, Self-Employment Net Receipt , Social Security payment, Social Security Supplemental Income (SSI), Social Security Disability Income, Railroad Retirement, Unemployment Compensation, Strike benefits from union funds, Worker's Compensation Benefits, Veteran's Payments, Training Stipends, Alimony, Military Family Allotments, Private Pensions, Government Employee Pensions, Insurance or Annuity Payments., Dividends and Interests, Net Rental Income, Net Royalties, Periodic receipts form Estates or Trusts, Net gaming winnings, Jury Duty Compensation, Family Independent Temporary Assistance Program,(FITAP) and Contributions that are not loans to be re-paid.*

Louisiana 2022 Income Eligibility Guidelines
10/1/2021 to 09/30/2023
(Based on 60% Estimated Sate Median Income Levels)

# Household Members	Monthly Household Income Limit
1	$2,126
2	$2,780
3	$3,435
4	$4,089
5	$4,743
6	$5,397
7	$5,520
8	$5,643
9	$5,765
10	$5,883

***NOTE:** It is policy of this agency to ensure equal opportunity in all aspects of its programs without regard to race, color, national origin, age, sex, religion or disability. " Equal Opportunity Employer/Program" And "Auxiliary Aids and Services Are Available upon Request to individuals with Disabilities"*
TDD# 1.800. 846. 5277 or LA Relay

Publish on: January 20 & 27, 2022

Public Notice

I, Daniel Deese, DOC# 590240, have applied for clemency for my conviction of Manslaughter. If you have any comments, contact the Board of Pardons @ (225) 342-5421.
Publish: January 20, 27 and February 3, 2022

Public Notice

I, **Earl Dorsey**, have been convicted of Forcible Rape (Attempted), Date of Conviction: 11/29/1994. My address is: 353 S. Kinler St., Boutte, La. 70039

RACE: Black
SEX: Male
DOB: 09/02/1964
HGT: 5'9"
WGT: 165
HAIR COLOR: Black
EYE COLOR: Black

PUBLISH: January 13 & 20, 2022

Public Notice

I, **Ryan M Lindley**, have been convicted of **Indecent Behavior with Juveniles**, Date of Conviction: 11/08/2021. My address is: 207 E. Club Drive., St. Rose, Louisiana 70087

RACE: White
SEX: Male
DOB: 03/27/1993
HGT: 5'8"
WGT: 160
HAIR COLOR: Brown
EYE COLOR: Blue

PUBLISH: January 20 and 27, 2022

Public Notice

Notice is hereby given that Neil Dennis William Montgomery intends on petitioning for reinstatement/readmission to the practice of law. Any person(s) concurring with or opposing this petition must file notice of same within 30 days with the Louisiana Attorney Disciplinary Board, Ste. 310, 2800 Veterans Memorial Blvd., Metairie, LA 70002.

Publish on: January 20, 2022

Public Notice

ST. CHARLES PARISH

PUBLIC NOTICE

Sunset Drainage District Meeting Notice

The St. Charles Parish Council acting as the governing authority of the Sunset Drainage District (the District), to hold a meeting on Monday, January 24, 2022, 6:00 pm, Council Chambers, Courthouse, Hahnville.

Items on the agenda for the St. Charles Parish Council acting as the governing authority of the Sunset Drainage District (the District) for public hearing/public comment include but are not limited to:

A resolution of the St. Charles Parish Council, acting as the governing authority of the Sunset Drainage District authorizing the Parish President to execute any and all documents necessary to authorize Lafourche Basin Levee District, its contractors, assignees, designees and agents to access and enter property owned by the Sunset Drainage District for the purpose of evaluating, designing, making, improving, constructing and enhancing the levees and/or portions thereof located therein or and for such terms and conditions as he deems appropriate for the Upper Barataria Risk Reduction Segment 2-Sunset Levee Lift, CPRA Project No. BA-0220.

For information or assistance, please contact the Council Secretary, Michelle Impastato at 985-783-5000 during regular business hours or visit St. Charles Parish Council | St. Charles Parish, LA (stcharlesparish.gov) for additional details and contact information.

Publish on: January 20, 2022

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of St. Charles Parish Parks and Recreation IMTT Redesign as follows:

Owner: **St. Charles Parish**

Project Title: St. Charles Parish Parks and Recreation IMTT Redesign

Project No.: Not Applicable

Principal Work Location: 10648 River Road, St. Rose, Louisiana

Description of Basic Work: IMTT Park Redesign

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 2:00 p.m. local time on February 3, 2022**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

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

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

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on January 25, 2022 at 11:00 a.m. at the IMTT Park, **10648 River Road, St. Rose, Louisiana**. Attendance of the Pre-Bid Conference is **Mandatory**.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, January 06, 2022
Thursday, January 13, 2022
Thursday, January 20, 2022

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 82684-E
Date: Thursday, January 6, 2022
BAYVIEW LOAN SERVICING LLC
VS
GINA DIAZ, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of FIERI FACIAS directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, JULY 31, 2019, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, FEBRUARY 23, 2022, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging on in anywise appertaining, situated in the State of Louisiana, Parish of St. Charles, in ORMOND COUNTRY CLUB ESTATES, SECTION Y, in square bounded by Carriage Lane, Dunleiih Drive, Parcel 10 and Stanton Hall Drive, designated as Lot 7; said lot commences 354.17 feet from the corner of Carriage Lane and Dunleith Drive, and measure thence 56.27 feet front on Carriage Lane, with a width in the rear of 92.98 feet, and a depth on its opposite sideline near to Dunleith Drive of 189.99 feet, and a depth on its opposite sideline of 172.11 feet; all in accordance with & survey by Mandle Surveying, Inc., dated September 24, 1980, last redated August 18, 1983, copy of which in annexed to Act No. 83902
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWO HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED FIFTY-ONE AND 28 / 100 ($247,651.28) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: January 20, 2022
February 17, 2022
ATTORNEY FOR PLAINTIFF:
Jason R. Smith
1505 North 19gh Street
P.O. Box 2867
Monroe, LA 71207-2867
318-388-1440
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 87655-E
Date: Friday, December 10, 2021
WELLS FARGO BANK, N.A.
VS
AMBROSE ESTAY
GREG CHAMPAGNE, SHERIFF
P.O. BOX 426
HAHNVILLE, LA. 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, MARCH 4, 2020, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, FEBRUARY 23, 2022, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, located in a portion of Section 24, Township 13 South, Range 12 East, West of the Mississippi river, in accordance with survey made by Adloe Orr, Jr., C.E., dated July 10, 1953,*said lot is situated in that subdivision known as LULING HEIGHTS SUBDIVISION, SECTION A, St. Charles Parish, Louisiana, part of the Lone Star Plantation, and in accordance therewith salid Luling Heights Subdivision is bounded by River Road, adjacent to the Mississippi River, the right of way of the Texas and Pacific Railroad and the southern boundary, the property of T.T. Moore on its eastern boundary line and the property of Louis Badalamenti on its western boundary line and in accordance with said survey, said lot is designated and measures as follows:
LOT NO. 28 is situated in the square bounded by Barton Avenue, Celia Drive, the right of way of the Texas and Pacific Railroad, and the easterly edge of the subdivision, said lot commences at a distance of 165 feet from the corner of Barton Avenue and Celia Drive, measures thence 60 feet front on Celia Drive, same width in the rear, by a depth of 120 feet between equal and parallel lines. All more fully shown by survey of Ronald P. Bernard, Surveyor, dated December 9, 1983. All as more fully shown on the survey by Gilbert, Kelly & Couturie, Inc., dated August 25, 1989; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the propertv.
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-SEVEN AND 68/100 ($127,837.68) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M, DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: January 20, 2022
February 17, 2022
ATTORNEY FOR PLAINTIFF:
Candace A Courteau
1505 North 19th St. P.O. Box 2867
Monroe, LA 71207-2867
(318) 388-1440
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 89755-C
Date: Thursday, January 6, 2022
NATIONSTAR MORTGAGE LLC
D/B/A CHAMPION
MORTGAGE COMPANY
VS
THE UNOPENED SUCCESSION OF CLAUDIA BROOKS MCGEE, (A/K/A CLAUDIA BROOKS, CLAUDIA MCGEE)
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, NOVEMBER 5, 2021, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, FEBRUARY 23, 2022, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: %
That certain piece or portion of ground, together with all buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that subdivision known as Charlestown, being a resubdivision of a portion of Section 40, Lots X, 1, 2, 3 & 18, Almedia Plantation, Township 12 South, Range 9 East. According to a plan of subdivision prepared by J.J. Krebs & Sons, Inc., dated 4/12/71 and given final Parish approval on 2/14/72, recorded in Map File 7, records of St. Charles, Louisiana, said piece or portion of ground is more fully described as follows, to-wit:
Lot 40, all as more fully shown on survey by J.J. Krebs & Sons, Inc., dated 3/10/72.
Which has the address of 101 West Club Drive, St. Rose, LA 70087
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED ELEVEN AND 39 /100 ($129,511.39) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: January 20, 2022
February 17, 2022
ATTORNEY FOR PLAINTIFF:
Penny M. Daigrepont
3510 N. Causeway Blvd, Suite 600
Metairie, LA 70002 504-831-7726
SCSO-CIV-209-0402

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct The **40th Annual Little Red Church Food & Fun Festival** at St. Charles Borromeo Church in Destrehan, Louisiana on **April 29, 30 and May 1, 2022** in the Parish of St. Charles. We will be selling beer and wine at this event. The times of the festival are:

Friday, April 29th, 6:00 p.m. till 10:00 p.m.
Saturday, April 30th, 11:00 a.m. till 10:00 p.m.
Sunday, May 1st, 11:00 a.m. till 9:00 p.m.

Publish on: January 13 & 20, 2022

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 83077-D
Date: Thursday, December 2, 2021
STANDARD MORTGAGE CORPORATION
VS
JAMES DAVID MANCHESTER
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, JULY 23, 2019, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JANUARY 26, 2022, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, situated in the Parish of St, Charles, State of Louisiana, in Square No, 31 of Ormond Country Club Estates, Section 5, bounded by Oakland Drive, Parlange Drive (on three sides), and Waverly Place (side), designated as Lot No. 1203, on a. survey made by Gilbert, Kelly & Couturie, Inc., Surveyors, dated October 7, 1982 and according thereto said lot commences at a distance of 230 feet from the corner of Oakland Drive and Parlange Drive, measures thence 7 5 feet front on Oakland Drive, same width in the rear, by a depth of 110 feet between equal and parallel lines. All as more fully shown on survey by Dading, Marques and Associates, Inc., dated June 2, 1992. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED SEVENTY-NINE THOUSAND SIX HUNDRED EIGHTY-ONE AND 26/100 ($179,681.26) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE. CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: December 23, 2021
January 20, 2022
ATTORNEY FOR PLAINTIFF:
Fred J. Daigle
639 Loyola Ave, Ste 1800
New Orleans, LA 70113
504-522-8256
SCSO-CIV-209-0402

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF DECEMBER 6, 2021, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.

St. Charles Parish

Meeting Minutes

Parish Council

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

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, December 6, 2021 **6:00 PM** **Council Chambers, Courthouse**

ATTENDANCE

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

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Chief Administrative Officer Mike Palamone, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Dussom, Public Works/Wastewater Director Miles Bingham, Senior Projects Manager Sam Scholle, Planning & Zoning Director Michael Albert, Eric Zurcher, Public Information Office, Alissa Cavaretta, Public Information Office

CALL TO ORDER

Meeting called to order at 6:01 pm.

PRAYER / PLEDGE

Father Paul Clark
Our Lady of the Holy Rosary Church, Hahnville

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Darensbourg Gordon, to approve the minutes from the Budget Hearing of November 9, 2021, the Budget Hearing of November 10, 2021, and the regular Meeting / Budget Hearing of November 15, 2021. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Billings

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2021-0298

In Recognition: Randy Lauve, Board of Adjustment

Sponsors: Ms. Clulee

Read

2021-0299

In Recognition: Robert Price, Board of Adjustment

Sponsors: Mr. Dufrene

Read

2021-0300

In Recognition: Lori E. Brown, Board of Adjustment

Sponsors: Ms. Bellock

Read

Councilman Fisher spoke regarding File No. 2021-0298, File No. 2021-0299, and File No. 2021-0300; Board of Adjustment recognitions.

2021-0301

In Recognition: Home Builders Association of Greater New Orleans, 80th Anniversary

Sponsors: Mr. Jewell

Mr. Dan Mills, CEO, Home Builders Association of Greater New Orleans, was not present when the recognition was read.

Read

2021-0302

Proclamation: Toy and Gift Fund Week

Sponsors: Mr. Jewell

Read

2021-0292

An ordinance authorizing the issuance and sale of not exceeding Fifty Million Dollars ($50,000,000) of Hurricane Recovery Revenue Notes of the Parish of St. Charles, State of Louisiana; and providing for other matters in connection therewith.

Sponsors: Mr. Jewell and Bond Counsel

Finance Director Grant Dussom spoke on the matter.
Chairman Bellock stated that Administration and Foley & Judell, L.L.P., requested that File No. 2021-0292 be postponed indefinitely.

Public Hearing Requirements Satisfied

Council Discussion
Chairman Bellock invited Mr. Jason Akers, representing Foley & Judell, L.L.P., to the podium to explain.
Mr. Akers spoke on the matter.

A motion was made by Councilmember Fonseca, seconded by Councilmember Gibbs, to Postpone Indefinitely File No. 2021-0292. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Billings

Postponed Indefinitely

2021-0305

A resolution providing for canvassing the returns and declaring the results of the special election held in the Parish of St. Charles, State of Louisiana, on Saturday, November 13, 2021, to authorize the renewal of a special tax (mosquito abatement renewal) therein.

Sponsors: Mr. Jewell and Bond Counsel

Reported:
Bond Counsel Recommended: Approval
Mr. Jason Akers, representing Foley & Judell, L.L.P., spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 1 - Billings

Enactment No. 6599

2021-0240

Local Board of Review - 2021 Assessment - Regular Meeting, December 20, 2021, 6PM, Council Chambers, Courthouse

Sponsors: Ms. Bellock

December 9 - 23, Parish Council Review Period

Announced

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2021-0241

Department of Finance

Finance Director Grant Dussom introduced Ms. Amy Verberne, CPA with Carr, Riggs & Ingram, L.L.C. to present audit report.

Ms. Amy Verberne, CPA with Carr, Riggs & Ingram, LLC, spoke on the matter.
Councilwoman Fonseca spoke on the matter.

Reported

2021-0296

Housing Authority

Chairman Bellock stated that the report will be rescheduled.

Not Reported

2021-0297

Parish President Remarks/Report

Sponsors: Mr. Jewell

Chairman Bellock spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

Reported

Parish President Matthew Jewell presented Mr. Dan Mills, CEO, Home Builders Association of Greater New Orleans with the recognition plaque read earlier in the meeting, File No. 2021-0301.
Mr. Dan Mills spoke on the matter and introduced Mr. Kevin Kalner, President, Home Builders Association of Greater New Orleans.

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, DECEMBER 20, 2021, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2021-0310

An ordinance to amend Ordinance No. 13-5-14 and Ordinance No. 19-12-16, as previously amended, to provide for the change of Polling Place for Precinct 6-1 in Montz, Louisiana, from Montz Community Center, 152 Union Lane, Montz to Zephirin L. Parilloux Firehouse, 17830 River Road, Montz.

Sponsors: Mr. Fisher

Publish/Scheduled for Public Hearing to the Parish Council on December 20, 2021

2021-0311

An ordinance to request a temporary change of the Polling Places for all Elections held between January 1, 2022, to December 31, 2022, for Precincts 1-2, 1-2A, 3-3, and 6-8.

Sponsors: Ms. Bellock

Publish/Scheduled for Public Hearing to the Parish Council on December 20, 2021

2021-0312

An ordinance to amend the St. Charles Code of Ordinances, Chapter 13 Licenses, Taxation and Miscellaneous Business Regulations, Article V. Roadside, Mobile, Etc., Vendors in order to permit retail sales from mobile food establishments on private commercial property.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on December 20, 2021

2021-0313

An ordinance approving and authorizing the execution of a contract with River Birch Renewable Energy, LLC, to perform professional services for Solid Waste Collection Services, Project No. P210804.

Sponsors: Mr. Jewell, Department of Public Works, Ms. Billings, Ms. Darensbourg Gordon and Ms. Bellock

Publish/Scheduled for Public Hearing to the Parish Council on December 20, 2021

2021-0315

An ordinance approving and authorizing the execution of a Professional Services Agreement with Murray Architects, Inc, to perform all necessary professional Architectural services for a West Bank Splash Park and additional parking located at the Edward A. Dufresne Community Center.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on December 20, 2021

2021-0316

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 (as amended) Section XXII.- Regulations for home occupations to revise operational regulation #9 regarding alcoholic beverages.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on December 20, 2021

PLANNING AND ZONING PETITIONS

2021-0295

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on 61,010 sq. ft., Lot A-1-A-1A, St. Charles Plaza, as requested by St. Charles Plaza Partners.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Speakers:
Mr. Joey Murray, Murray Architects, Inc., Destrehan, representing St. Charles Plaza Partners

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Billings

Enactment No: 21-12-1

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2021-0293

An ordinance approving and authorizing the execution of Change Order No. 2 (FINAL) for Parish Project No P020902-5, East Bank Multi-Use Path, Phase VI, State Project No. H.009763.6, Federal Aid Project No. H009763 to balance contract quantities with actual quantities with a decrease of $2,908.80.

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 - Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Absent: 1 - Billings

Enactment No: 21-12-2

RESOLUTIONS

2021-0303

A resolution in support of the Planning and Zoning Commission's approval of 2021-7-SPU for a barroom in an M-1 zoning district, Lot 15, Dufresne Business Park, 13899 River Road, Luling as requested by Brandon & June Zeringue.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

Public comment opened; no public comment

Council Discussion
Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 1 - Billings

Enactment No: 6600

2021-0304

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement and E. Building Lines as requested by St. Charles Plaza Partners.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval w/Stipulation Approval, contingent on:
Receipt of a new plat with the following revisions:
- Revised lot layout as detailed in this report and shown on the marked-up plat.
- Inclusion of an access servitude for those lots that do not meet the arrangement requirement.
- Revision of the Public Access note based on the two items noted above
- Addition of Note I, stating "No lot created by this act of subdivision shall be divided in such a way that another net increase in the number of lots occurs for a period of two years".
- Addition of a signature line for the Council Chair.

Approval of the waivers by the Planning Commission with supporting resolution from the Parish Council.

Planning Commission Recommended: Approval w/Stipulation Approval, contingent on:
Receipt of a new plat with the following revisions:
- Revised lot layout as detailed in this report and shown on the marked-up plat.
- Inclusion of an access servitude for those lots that do not meet the arrangement requirement.
- Revision of the Public Access note based on the two items noted above
- Addition of Note I, stating "No lot created by this act of subdivision shall be divided in such a way that another net increase in the number of lots occurs for a period of two years".
- Addition of a signature line for the Council Chair.

Approval of the waivers by the Planning Commission with supporting resolution from the Parish Council.

Public comment opened
Mr. Joey Murray, Murray Architects, Inc., Destrehan, representing St. Charles Plaza Partners

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 1 - Billings

Enactment No: 6601

2021-0314

A resolution endorsing waivers from the St. Charles Parish Zoning Ordinance of 1981, Section VIII. Site Design Requirements, D. Landscaping Requirements, 3. Required Plantings, items a. and d., as requested by RNK Construction, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Public comment opened on the deviation
Mr. Joey Murray, Murray Architects, Inc., Destrehan, representing St. Charles Plaza Partners

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fonseca, to deviate from the regular order of the agenda to take up File No. 2021-0314; a matter not on the agenda. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Billings

Deviated

Reported:
P & Z Department Recommended: Approval w/Stipulation Conditional Approval.
If the special permit is approved, the following stipulations are recommended as conditions of approval:
1. A 20-ft. wide area buffer, which excludes truck parking or servicing should be located where the site abuts residential uses.
2. Heavy vehicles associated with the special permit are restricted to Entrance A, the signalized driveway.
3. Hours of operation should be established to limit interference with adjacent businesses and residences.
4. Pedestrian crosswalks should be installed between the parking lot and existing doors to businesses.
5. A method for controlling sediment from the trucks must be approved by the Planning Commission and documented as part of the application.
6. An updated site plan showing full compliance with any approved conditions or granted waivers is required.

If a waiver request is submitted for the landscaping requirements, the Department has no objection to its approval due to the existing nature of the site and that prior to its recent subdivision, the landscaping review would have been considerably different.

Planning Commission Recommended: Approval w/Stipulation Approved with the requested waivers subject to the recommended conditions with specific hours added in #3 and adding #7 as follows:
Maintenance of vehicles shall occur only between 7:00 a.m. and 6:00 p.m.
1. An 8-ft.-tall solid fence where residences abut.

Public comment opened
Mr. Robbie Gilbert, Luling, representing RNK Construction, LLC

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

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 1 - Billings

Enactment No: 6602

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

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

Nay: 0

Absent: 1 - Billings

Returned

2021-0306

A resolution authorizing the Parish of St. Charles (herein referred to as this "Governmental Unit") to join with the State of Louisiana and other local governmental units as a participant in the LOUISIANA STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING (the "MOU") and any subsequent Formal Agreements necessary to implement the MOU, including but not limited to, the Subdivision Settlement Participation Form(s) in Exhibit K of the Distributor Settlement Agreement and the Janssen Settlement Agreement available at https://nationalopioidsettlement.com/.

Sponsors: Mr. Jewell and Department of Legal Services

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

Council Discussion
Parish President Matthew Jewell invited Mr. Stephen M. Gele' to the podium to explain.
Mr. Stephen M. Gele', Attorney-At-Law, spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 1 - Billings

Enactment No: 6603

APPOINTMENTS

2021-0307

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

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

Nomination(s) Accepted

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fonseca, to Close Nomination(s) for File No. 2021-0307. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Billings

Nomination(s) Closed

2021-0308

Council Appointment to the R.S.V.P. Advisory Council.

Nominee:
Councilman Fisher nominated Councilwoman La Sandra Darensbourg Gordon

Nomination(s) Accepted

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Clulee, to Close Nomination(s) for File No. 2021-0308. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Billings

Nomination(s) Closed

2021-0309

Council Appointment to the R.S.V.P. Advisory Council.

Nominee:
Councilwoman Fonseca nominated Councilwoman Beth A. Billings

Nomination(s) Accepted

A motion was made by Councilmember Fisher, seconded by Councilmember Fisher-Perrier, to Close Nomination(s) for File No. 2021-0309. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Billings

Nomination(s) Closed

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2021-0286

Adopt 2022 Parish Council Meeting Schedule

Councilwoman Fisher-Perrier spoke on the matter.
Council Secretary Michelle Impastato spoke on the matter.

Public comment opened; no public comment

VOTE TO ADOPT THE 2022 PARISH COUNCIL MEETING SCHEDULE

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

Nay: 0

Absent: 1 - Billings

Adopted

2021-0287

Councilman Bob Fisher - Presiding Officer for 2022; Chairman, St. Charles Parish Council

Public comment opened; no public comment

VOTE ON THE APPOINTMENT OF COUNCILMAN BOB FISHER

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

Nay: 0

Absent: 1 - Billings

Confirmed

2021-0288

Confirm Nomination - Presiding Officer for 2022; Vice-Chairman, St. Charles Parish

Public comment opened; no public comment

Councilwoman Fisher-Perrier withdrew as a nominee for the appointment of Council Vice-Chairman for 2022.

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Dufrene, to Postpone Indefinitely the nomination of Councilwoman Julia Fisher-Perrier as Presiding Officer for 2022; Vice-Chairman. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Billings

Postponed Indefinitely

2021-0288

Councilwoman Beth A. Billings - Presiding Officer for 2022; Vice-Chairman, St. Charles Parish

VOTE ON THE APPOINTMENT OF COUNCILWOMAN BETH A. BILLINGS

Yea: 7 - Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Fisher and Fisher-Perrier

Nay: 1 - Bellock

Absent: 1 - Billings

Confirmed

ADJOURNMENT

A motion was made by Councilmember Fisher, seconded by Councilmember Dufrene, to adjourn the meeting at approximately 7:21pm. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Billings

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato

Michelle Impastato
Council Secretary

Publish on: January 20, 2022

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF DECEMBER 20, 2021, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.

St. Charles Parish

Meeting Minutes

Parish Council

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

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, December 20, 2021 **6:00 PM** **Council Chambers, Courthouse**

ATTENDANCE

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

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Billy Raymond, Executive Director of Technology and Cybersecurity Anthony Aye, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works/Wastewater Director Miles Bingham, Wastewater Assistant Director David deGeneres, Senior Projects Manager Sam Scholle, Planning & Zoning Director Michael Albert, Parks and Recreation Director Duane Foret, Chandra Sampey, Contract Monitoring Specialist, Eric Zurcher, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Revarend Marilyn Diggs
Mount Zion Community Church, Boutte

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2021-0320

In Memoriam: Mr. Mark Erich Weber

Sponsors: Ms. Bellock

Chairman Bellock spoke on the matter.

Read

2021-0240

Board of Review

Sponsors: Ms. Bellock

As advertised by the Assessor in the official journal, the assessment list has been exposed daily for inspection by the taxpayers and other interested persons for a period of fifteen calendar days. The Assessor has certified the assessment list to the council, acting as the board of review, to receive any written or oral complaints from taxpayers desiring to protest their assessment, prior to 4:00 pm on Monday, December 13, 2021.

No assessment appeals were submitted to the board of review.

Mr. Tab Troxler, Assessor, commented on the 2021 Assessment Roll as submitted by the Assessor.

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

A motion was made by Councilmember Fisher, seconded by Councilmember Fonseca, to accept and certify the 2021 Assessment Roll as submitted by the Assessor to the Louisiana Tax Commission. The motion carried by the following vote:

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Certified Assessment List

2021-0326

A resolution indicating the intention of the Parish of St. Charles, State of Louisiana, to become a participating political subdivision in the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority"); approving the appointment of a Director to represent the Parish on the Board of Directors of the Authority, and otherwise providing with respect thereto as provided by Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

Sponsors: Mr. Jewell and Bond Counsel

Reported:
Bond Counsel Recommended: Approval
Mr. Jason Akers, representing Foley & Judell, L.L.P., spoke on the matter.

Public comment opened; no public comment

Amendment: to amend the proposed resolution in the fourth "WHEREAS" and under "SECTION 2." to change "...(Parish President Matthew Jewell) ..." to read "...Parish President Matthew Jewell ..."

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fisher, to Amend File No. 2021-0326. The motion carried by the following vote:

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Amended

2021-0326

A resolution indicating the intention of the Parish of St. Charles, State of Louisiana, to become a participating political subdivision in the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority"); approving the appointment of a Director to represent the Parish on the Board of Directors of the Authority; and otherwise providing with respect thereto as provided by Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

Sponsors: Mr. Jewell and Bond Counsel

VOTE ON THE PROPOSED RESOLUTION AS AMENDED

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 6604

2021-0327

A resolution indicating the intention of the Parish of St. Charles, State of Louisiana to proceed with the issuance of not to exceed Fifteen Million Dollars ($15,000,000) Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (St. Charles Parish GOMESA Project); and providing for other matters in connection therewith.

Sponsors: Mr. Jewell and Bond Counsel

Reported:
Bond Counsel Recommended: Approval
Mr. Jason Akers, representing Foley & Judell, L.L.P., spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 6605

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2021-0321

River Parishes Transit Authority

Mr. Rob Killebrew, General Manager, RPTA-SE

Councilwoman Clulee spoke on the matter.
Mr. Killebrew spoke on the matter.

Reported

2021-0322

Workforce Innovations and Opportunity Act (WIOA)

WIOA Director Tommy Scott

Councilwoman Clulee spoke on the matter.
Mr. Scott spoke on the matter.

Reported

2021-0296

Housing Authority

Ms. Leatrice Hollis, Director, St. Charles Housing Authority

Councilwoman Clulee spoke on the matter.
Ms. Hollis spoke on the matter.

Reported

2021-0323

Parish President Remarks/Report

Sponsors: Mr. Jewell

Councilman Fisher spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Councilwoman Clulee spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BELLOCK AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, JANUARY 10, 2022, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2021-0292

An ordinance authorizing the issuance and sale of not exceeding Twenty Million Dollars ($20,000,000) of Hurricane Recovery Revenue Notes of the Parish of St. Charles, State of Louisiana; and providing for other matters in connection therewith.

Sponsors: Mr. Jewell and Bond Counsel

Publish/Scheduled for Public Hearing to the Parish Council on January 10, 2022

2021-0324

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on a 5,100 sq. ft. portion of Lot 2, Palmer Lane, Ama, as requested by Michelle Petit on behalf of the property owner, Curtis Petit, Jr.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on January 10, 2022

2021-0225

An ordinance approving and authorizing the execution of a Professional Services Agreement with EJES Inc., to perform engineering services for Kinler and Paul Frederick Roadway and Drainage Improvements Project No. P210704, not exceed $385,955.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on January 10, 2022

2021-0328

An ordinance to approve and authorize the execution of a Professional Services Agreement between St. Charles Parish and South Central Planning and Development Commission to develop a Reapportionment Plan based on the 2020 Census, not to exceed $30,000.00.

Sponsors: Mr. Fisher

Publish/Scheduled for Public Hearing to the Parish Council on January 10, 2022

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2021-0310

An ordinance to amend Ordinance No. 13-5-14 and Ordinance No. 19-12-16, as previously amended, to provide for the change of Polling Place for Precinct 6-1 in Montz, Louisiana, from Montz Community Center, 152 Union Lane, Montz to Zephirin L. Perilloux Firehouse, 17830 River Road, Montz.

Sponsors: Mr. Fisher

Reported:
Councilman Fisher Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 21-12-3

2021-0311

An ordinance to request a temporary change of the Polling Places for all Elections held between January 1, 2022, to December 31, 2022, for Precincts 1-2, 1-2A, 3-3, and 6-8.

Sponsors: Ms. Bellock

Reported:
Councilwoman Bellock Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 21-12-4

2021-0312

An ordinance to amend the St. Charles Code of Ordinances, Chapter 13 Licenses, Taxation and Miscellaneous Business Regulations, Article V, Roadside, Mobile, Etc., Vendors in order to permit retail sales from mobile food establishments on private commercial property.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion
Planning & Zoning Director Michael Albert spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 21-12-5

2021-0313

An ordinance approving and authorizing the execution of a contract with River Birch Renewable Energy, LLC, to perform professional services for Solid Waste Collection Services, Project No. P210804.

Sponsors: Mr. Jewell, Department of Public Works, Ms. Billings, Ms. Darensbourg Gordon and Ms. Bellock

Reported:
Public Works Department Recommended: Approval
Councilwoman Billings Recommended: Approval
Councilwoman Darensbourg Gordon Recommended: Approval
Councilwoman Bellock Recommended: Approval
Parish President Matthew Jewell spoke on the matter and invited River Birch Renewable Energy, LLC, up to the podium to present their video.

Mr. Gus Bordelon, President, River Birch Renewable Energy, LLC, spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Bordelon spoke on the matter.
President Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 21-12-6

2021-0315

An ordinance approving and authorizing the execution of a Professional Services Agreement with Murray Architects, Inc, to perform all necessary professional Architectural services for a West Bank Splash Park and additional parking located at the Edward A. Dufresne Community Center.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Reported:
Parks & Recreation Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion
Parks & Recreation Director Duane Foret spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 21-12-7

2021-0316

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 (as amended) Section XXII.- Regulations for home occupations to revise operational regulation #9 regarding alcoholic beverages.

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: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 21-12-8

RESOLUTIONS

2021-0317

A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for **LA0073539 AI39862 - Destrehan Wastewater Treatment Plant**, and set forth the required action.

Sponsors: Mr. Jewell and Department of Wastewater

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

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 6606

2021-0318

A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for **LA0073521 AI43357 - Hahnville Wastewater Treatment Plant**, and set forth the required action.

Sponsors: Mr. Jewell and Department of Wastewater

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

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 6607

2021-0319

A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for **LA0032131 AI43356 - Luling Oxidation Pond**, and set forth the required action.

Sponsors: Mr. Jewell and Department of Wastewater

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

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 6608

2021-0329

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, to outline concerns with the implementation of Risk Rating 2.0.

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

Public comment opened on the deviation; no public comment

A motion was made by Councilmember Fisher, seconded by Councilmember Darensbourg Gordon, to deviate from the regular order of the agenda to take up File No. 2021-0329; a matter not on the agenda. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Dufrene

Deviated

Reported:
St. Charles Parish Council Recommended: Approval
Parish President Recommended: Approval
Councilman Fisher spoke on the matter.

Public comment opened; no public comment
Council Discussion
Parish President Matthew Jewell spoke on the matter.

Amendment: to amend the proposed resolution in the fifth "WHEREAS" to change "... Risk Rating (RR) 2.0 which is scheduled to launch on October 1, 2021; and," to read "...Risk Rating (RR) 2.0 which launched on October 1, 2021; and,"

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Gibbs, to Amend File No. 2021-0329. The motion carried by the following vote:

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Amended

2021-0329

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, to outline concerns with the implementation of Risk Rating 2.0.

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

VOTE ON THE PROPOSED RESOLUTION AS AMENDED

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 6609

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

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Returned

APPOINTMENTS

2021-0307

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

VOTE ON THE APPOINTMENT OF COUNCILWOMAN MARILYN B. BELLOCK

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Confirmed

2021-0308

Council Appointment of Councilwoman La Sandra Darensbourg Gordon to the R.S.V.P. Advisory Council.

VOTE ON THE APPOINTMENT OF COUNCILWOMAN LA SANDRA DARENSBOURG GORDON

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Confirmed

2021-0309

Council Appointment of Councilwoman Beth A. Billings to the R.S.V.P. Advisory Council.

VOTE ON THE APPOINTMENT OF COUNCILWOMAN BETH A. BILLINGS

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Confirmed

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2021-0325

A resolution of the St. Charles Parish Council, acting as the governing authority of the Sunset Drainage District authorizing the Parish President to execute any and all documents necessary to authorize St. Charles Parish and its assignees, designees and agents to access property owned by the Sunset Drainage District for the purpose of evaluating, designing, making, improving and enhancing the levees or portions thereof located therein for the Upper Barataria Risk Reduction Segment 2-Sunset Levee Lift, CPRA Project No. BA-0220.

Sponsors: Mr. Jewell and Mr. Dufrene

Chairman Bellock stated that the St. Charles Parish Council is now sitting as the governing authority of the Sunset Drainage District.

Reported:
Parish President Recommended: Approval
Councilman Dufrene Recommended: Approval
Parish President Matthew Jewell spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Enactment No: 6610

ADJOURNMENT

A motion was made by Councilmember Fonseca, seconded by Councilmember Dufrene, to adjourn the meeting at approximately 8:06 pm. The motion carried by the following vote:

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Michelle Impastato
Council Secretary

Publish on: January 20, 2022

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTION ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, JANUARY 10, 2022, 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.

2021-0292
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (BOND COUNSEL)
ORDINANCE NO. 22-1-1

An ordinance authorizing the issuance and sale of not exceeding Twenty Million Dollars ($20,000,000) of Hurricane Recovery Revenue Notes of the Parish of St. Charles, State of Louisiana; and providing for other matters in connection therewith.

WHEREAS, the Parish of St. Charles, State of Louisiana (the "Issuer") desires to incur debt and issue Twenty Million Dollars ($20,000,000) of Hurricane Recovery Revenue Notes (the "Notes"), in the manner authorized and provided by Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"), for the purpose of (i) paying any costs associated with debris removal or the demolition, rehabilitation, repair, reconstruction, renovation, restoration and improvement of the Issuer's facilities resulting from or related to Hurricane Ida, including purchasing any furnishings, fixtures and equipment incidental or necessary in connection therewith, and (ii) paying the costs of issuance of the Notes; and,

WHEREAS, the Notes shall be secured by and payable from a pledge of all funds or revenues received or to be received by the Issuer to the extent legally available for the payment of debt service on the Notes, provided that no such funds or revenues shall be so included which have been or are in the future legally dedicated and required for purposes inconsistent therewith by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued or by operation of law (such amount being the "Available Funds of the Issuer"); and,

WHEREAS, it is expressly provided that the full faith and credit of the Issuer shall

not be pledged, and there shall be no obligation on the Issuer to levy or increase taxes or other sources of revenue in order to pay debt service on the Notes or to transfer any funds for the payment of debt service that may result in a violation of any law, ruling, regulation, contract or agreement applicable to the Issuer; and,

WHEREAS, the Issuer has no outstanding notes or other obligations of any kind or nature payable from or enjoying a lien on the Available Funds of the Issuer herein pledged; and,

WHEREAS, the State Bond Commission approved the issuance of the Notes at its meeting on November 18, 2021; and,

WHEREAS, it is the desire of the Issuer to fix the details necessary with respect to the issuance of the Notes and to provide for the authorization and issuance thereof; and,

WHEREAS, it is the further desire of the Issuer to provide for the sale of the Notes to the Lender (hereinafter defined) at the price and in the manner hereinafter provided.

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

SECTION 1. Definitions. The following terms as used in this Ordinance shall have the following respective meanings, such definitions being equally applicable to both the singular and plural sense of any of such terms.

"Act" means Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

"Additional Parity Notes" means any additional *pari passu* notes which may hereafter be issued on a parity with the Notes pursuant to Section 8 hereof.

"Agreement" means the agreement to be entered into between the Issuer and the Paying Agent pursuant to this Ordinance.

"Available Funds" means all funds or revenues received or to be received by the Issuer to the extent legally available for the payment of debt service on the Notes, provided that no such funds or revenues shall be so included which have been or are in the future legally dedicated and required for purposes inconsistent therewith by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued or by operation of law.

"Business Day" means a day of the year other than a Saturday, Sunday or legal holiday for the Issuer.

"Costs of Issuance" means all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Notes, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Notes, costs and expenses of refunding, premiums for the insurance of the payment of the Notes, if any, and any other cost, charge or fee paid or payable by the Issuer in connection with the original issuance of Notes.

"Delivery Date" shall mean the date on which the Lender advances funds for the purchase of the Notes, which is anticipated to be [NOT LATER THAN FEBRUARY 1, 2022].

"Executive Officers" shall mean, collectively, the Parish President of the Issuer and the Secretary and Chair of the Governing Authority.

"Final Maturity" means January 1, 2032.

"Fiscal Year" means the one-year period commencing on January 1 of each year, or such other one-year period as may be designated by the Governing Authority as the fiscal year of the Issuer.

"Governing Authority" means the St. Charles Parish Council.

"Government Securities" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which are non-callable prior to their maturity, may be United States Treasury obligations, and may be in book-entry form.

"Interest Payment Date" means each January 1 and July 1 of each year the Notes are outstanding, commencing July 1, 2022.

"Issuer" means the Parish of St. Charles, State of Louisiana.

"Lender" means Regions Commercial Equipment Finance, LLC, Birmingham, Alabama, the original purchaser of the Notes.

"Note" or **"Notes"** means any or all of the Issuer's Hurricane Recovery Revenue Notes, Series 2022A, authorized by this Ordinance, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any Note previously issued.

"Note Proceeds Fund" means the special fund of the Issuer to be known as the "Parish of St. Charles Hurricane Recovery Note Proceeds Fund" as created pursuant to Section 2 hereof.

"Note Register" means the records kept by the Paying Agent at its designated office in which registration of the Notes and transfers of the Notes shall be made as provided herein.

"Ordinance" means this ordinance authorizing the issuance of the Notes, as it may be supplemented and amended.

"Outstanding" when used with respect to Notes means, as of the date of determination, all Notes or portions thereof theretofore issued and delivered under this Ordinance, except:

1. Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
2. Notes in exchange for or in lieu of which other Notes have been registered and delivered pursuant to this Ordinance;
3. Notes alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Ordinance or by law; and
4. Notes or portions thereof which have actually been paid or for the payment of the principal of and interest on which money or Government Securities or both are held in trust with the effect specified in this Ordinance.

"Owner" or **"Owners"** when used with respect to any Note means the Person in whose name such Note is registered in the Note Register.

"Paying Agent" means Regions Bank Corporate Trust Department, Baton Rouge, Louisiana, unless and until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Ordinance, and thereafter "Paying Agent" shall mean such successor Paying Agent.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Principal Payment Date" means January 1 of each year the Notes are Outstanding, commencing January 1, 2024.

"Record Date" for the interest payable on any Interest Payment Date means the 15th calendar day of the month next preceding such Interest Payment Date.

SECTION 2. Authorization of Notes; Maturities. In compliance with the terms and provisions of the Act, there is hereby authorized the incurring of an indebtedness of Twenty Million Dollars ($20,000,000) for, on behalf of, and in the name of the Issuer, for the purpose of (i) paying any costs associated with debris removal or the demolition, rehabilitation, repair, reconstruction, renovation, restoration and improvement of the Issuer's facilities resulting from or related to Hurricane Ida, including purchasing any furnishings, fixtures and equipment incidental or necessary in connection therewith, and (ii) paying the Costs of Issuance incurred in connection with the issuance thereof, and to represent said indebtedness, this Governing Authority does hereby authorize the issuance of Twenty Million Dollars ($20,000,000) of Hurricane Recovery Revenue Notes, Series 2022A, of the Issuer.

The Notes shall be initially issued in the form of a single, fully-registered Note numbered AR-1 in the principal amount of $20,000,000 and shall be dated the Delivery Date. The purchase price shall equal the principal amount of the Notes and shall be advanced by the Lender to the Issuer on the Delivery Date of the Notes and deposited by the Issuer in a special fund of the Issuer to be known as the "Parish of St. Charles Hurricane Recovery Note Proceeds Fund," hereby created, which (a) shall be maintained with a designated depository of the Issuer, and (b) may be, but is not required to be, a separate bank account in the name of the Issuer. The Issuer, in its sole discretion, may choose to deposit additional funds in the Note Proceeds Fund; however, all funds on deposit in the Note Proceeds Fund shall be used solely for the purposes for which the Notes are being issued or for paying principal or interest due on the Notes.

The unpaid principal of the Notes shall bear interest at the interest rate of 3.15% per annum, calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Notes shall accrue from the Delivery Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for and shall be payable on each Interest Payment Date.

The principal of the Notes shall mature in installments on each Principal Payment Date without necessity of notice in the years and in the principal amounts set forth below, subject to adjustment as set forth in Section 3 hereof:

Year (Jan. 1)	Principal Amount
2024	$ 1,965,000
2025	2,025,000
2026	2,085,000
2027	2,150,000
2028	2,215,000
2029	2,285,000
2030	2,350,000
2031	2,425,000
2032*	2,500,000

* *Final Maturity Date.*

To the extent not previously paid, all principal and interest shall become immediately due and payable by the Issuer to the Owner on the Final Maturity Date.

The installments of principal of the Notes, as they fall due, and interest on the Notes shall be payable by check of the Paying Agent mailed by said Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Note Register, except that the payment of the final principal installment on the Final Maturity Date or upon full prepayment shall be made upon presentment and surrender of the Notes to the Paying Agent. Each Note delivered under this Ordinance upon transfer of, in exchange for or in lieu of any other Note shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note, and each such Note shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note a certificate of registration, substantially in the form provided in this Ordinance, executed by the Paying Agent by manual signature.

SECTION 3. Prepayment Provisions.

(A) *Initial Optional Prepayment.* On January 1, 2024, the Outstanding principal of the Notes may be prepaid by the Issuer, in whole or in part, at the principal amount then Outstanding plus accrued interest to the date of prepayment . Any partial prepayment on January 1, 2024, shall be applied (i) first, to the principal and interest due on such date, and (ii) then, to reduce on a pro rata basis the remaining principal installments otherwise due pursuant to Section 2 hereof.

Official notice of such call of the Notes or any portion thereof for prepayment pursuant to this Section 3(A) shall be given by the Issuer to the Paying Agent by means of (i) first class mail, postage prepaid, by notice deposited in the United States mails not less than five (5) days prior to the prepayment date or (ii) electronic transmission not later than five (5) days prior to the prepayment date, and the Paying Agent shall promptly provide notice to the Owners of any portion of the Notes. The Paying Agent shall simultaneously provide a new schedule of principal installments to be due on the Note to the Issuer and the Owners thereof.

(B) *Additional Optional Prepayment.* At any time after January 1, 2024, the Outstanding principal of the Notes may be prepaid by the Issuer, in whole or in part, at the principal amount then Outstanding plus accrued interest to the date of prepayment. Any partial prepayment shall be applied in inverse order of principal installments, unless otherwise consented to by the Owner.

Official notice of such call of any of the Notes or any portion thereof for optional prepayment pursuant to this Section 3(B) shall be given by the Paying Agent by means of (i) first class mail, postage prepaid, by notice deposited in the United States mails not less than five (5) days prior to the prepayment date or (ii) electronic transmission not later than five (5) days prior to the prepayment date.

(C) *Contingent Prepayment.* Any prepayment of the Notes or any portion thereof may be made expressly contingent upon the availability of funds therefor.

SECTION 4. Registration and Transfer. The Issuer shall cause the Note Register to be kept by the Paying Agent. The Notes may be transferred, registered and assigned only on the Note Register, which such registration shall be at the expense of the Issuer, and only by the execution of an assignment form on the Notes being transferred. A new Note or Notes, may, upon request, be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Note or Notes after receipt of the Note(s) to be transferred in proper form. Such new Note or Notes shall be in an authorized denomination of the same maturity and like principal. The Paying Agent shall not be required to issue, register the transfer of, or exchange any Note during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

SECTION 5. Form of Notes. The Notes and the endorsements to appear thereon shall be in substantially the forms attached as **Exhibit B** hereto.

SECTION 6. Execution of Notes. The Notes shall be signed by the Executive Officers for, on behalf of, in the name of and under the corporate seal of the Issuer, which signatures and corporate seal may be either manual or facsimile.

SECTION 7. Pledge and Dedication of Revenues. Pursuant to the Act, the Notes shall be secured by and payable from a pledge and dedication of the Available Funds of the Issuer, and there is hereby irrevocably pledged and dedicated to the payment of the Notes an amount of such Available Funds sufficient to pay the same in principal and interest as they respectively mature. Until the Notes shall have been paid in full in principal and interest, this Governing Authority does hereby obligate the Issuer, itself, and its successors in office to budget annually a sum of money sufficient to pay the Notes and the interest thereon as they respectively mature, including any principal and/or interest theretofore matured and then unpaid, and to levy and collect in each year taxes and to collect other revenues within the limits prescribed by law, sufficient to pay the principal of and interest on the Notes. Pursuant to Section 1430.1 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the pledge of the Available Funds provided for herein shall be valid, binding, and perfected from the time when the pledge is made, and any Available Funds so pledged and hereafter received by the Issuer or any fiduciary shall immediately be subject to the lien of such pledge and security interest without any physical delivery thereof or further act.

SECTION 8. Additional Parity Notes. The Issuer shall issue no other notes or obligations of any kind or nature payable from or enjoying a lien on the revenues of the Available Funds having priority over or parity with the Notes, except that Additional Parity Notes may hereafter be issued on a parity with the Notes under any of the following conditions:

(1) The Notes herein authorized or any part thereof, including the interest thereon, may be refunded, and the refunding notes so issued shall enjoy complete equality of lien with the portion of the Notes which is not refunded, if there be any, and the refunding notes shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Notes refunded; provided, however, that if only a portion of the Notes outstanding is so refunded and the refunding notes require total principal and interest payments during any year in excess of the principal and interest which would have been required in such year to pay the Notes refunded thereby, then such Notes may not be refunded without the consent of the Owner of the unrefunded portion of the Notes issued hereunder (provided such consent shall not be required if such refunding notes meet the requirements set forth in clause 2 of this Section).

(2) Additional Parity Notes may be issued on a parity with the Notes with respect to the Available Funds of the Issuer, provided that the estimated Available Funds of the Issuer in the year in which such Additional Parity Notes are issued are at least 2 times the highest amount of combined principal and interest requirements on the Notes and the Additional Parity Notes in any future year, the Issuer is in full compliance with all covenants and undertakings in connection with the Notes, and the Issuer is not currently delinquent with respect to any payments required to be made in connection therewith.

(3) The Issuer is expressly authorized to issue one or more series of additional hurricane recovery revenue notes as Additional Parity Notes on a parity with the Notes provided that such notes are issued for the same purpose as the Notes and do not exceed a cumulative principal amount (excluding the Notes) of $30,000,000.

Notwithstanding the foregoing, the Issuer may without restriction enter into additional obligations or issue other notes secured by a separately-identified source or sources of revenues that comprise a portion of the Available Funds. Junior and subordinate notes may be issued without restriction.

SECTION 9. Sinking Fund. For the payment of the principal of and the interest on the Notes, there is hereby created a special fund known as "Hurricane Recovery Revenue Notes (2022A) Sinking Fund," said Sinking Fund to be established and maintained with the Paying Agent or the regularly designated fiscal agent bank of the Issuer. The Issuer shall deposit in the Sinking Fund at least two (2) days in advance of the date on which each payment of principal and/or interest on the Notes falls due, funds fully sufficient to promptly pay the maturing principal and/or interest so falling due on such date; provided, however, that if the Issuer does not possess sufficient Available Funds at the time such deposit is required, the Issuer shall (a) deposit all Available Funds it does possess at such time on a *pro rata* basis to the credit of the Sinking Fund and any sinking fund established for the payment of any Additional Parity Notes, and (b) thereafter deposit on a *pro rata* basis to the Sinking Fund and any sinking fund established for the payment of any Additional Parity Notes any and all Available Funds received in the future to the extent necessary to cure such insufficiency. The depository for the Sinking Fund shall transfer from the Sinking Fund to the Paying Agent funds fully sufficient to pay promptly the principal and interest falling due on the Notes on such date.

It shall be specifically understood and agreed, however, and this provision shall be a part of this contract, that after the funds have been budgeted out of the Available Funds for any year sufficient to pay the principal and interest on the Notes and any Additional Parity Notes for that period, then any Available Funds remaining in that year shall be free for expenditure by the Issuer for any lawful purpose.

All moneys deposited with the regularly designated fiscal agent bank or banks of the Issuer or the Paying Agent under the terms of this Ordinance shall constitute sacred funds for the benefit of the Owners of the Notes and shall be secured by said fiduciaries at all times to the full extent thereof in the manner required by law for the securing of deposits of public funds.

All or any part of the moneys in the Sinking Fund shall, at the written request of the Issuer, be invested in accordance with the provisions of the laws of the State of Louisiana.

SECTION 10. Default. Upon the Issuer's (i) failure to timely make any payment due hereunder, or (ii) breach or violation of any covenant contained herein, which breach or violation shall continue for a period of thirty (30) days following written notice thereof from either the Paying Agent or the Owners of a majority of the Outstanding principal amount of the Notes (provided, however, that if such breach or violation is of a type that cannot reasonably be cured within said 30-day period, then such period shall be continued until the earliest such date as such breach or violation may reasonably be cured), then any Owner of such bonds or any trustee appointed to represent such Owners as hereinafter provided, shall be authorized to exercise any remedy afforded such person by law, and further provided that the unpaid principal of the Notes shall thereafter bear interest at the interest rate set forth in Section 2 hereof plus 300 basis points, not to exceed the maximum rate allowed by the laws of the State of Louisiana.

SECTION 11. Application of Proceeds. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Ordinance, to cause the necessary Notes to be printed, to issue, execute and seal the Notes, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Notes shall be used only for the purpose for which the Notes are issued.

SECTION 12. Notes Legal Obligations. The Notes shall constitute legal, binding and valid obligations of the Issuer and shall be the only representations of the indebtedness as herein authorized and created.

SECTION 13. Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Issuer, or its successor, and the Owner or Owners from time to time of the Notes, and any such Owner or Owners may at law or in equity, by suit,

action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by this Governing Authority or the Issuer as a result of issuing the Notes.

No material modification or amendment of this Ordinance, or of any Ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two-thirds (2/3) of the aggregate principal amount of the Notes then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity provisions of the Notes, or a reduction in the rate of interest thereon, or in the amount of the principal obligation thereof, or affecting the obligation of the Issuer to pay the principal of and the interest on the Notes as the same shall come due from the revenues appropriated, pledged and dedicated to the payment thereof by this Ordinance, or reduce the percentage of the Owners required to consent to any material modification or amendment of this Ordinance, without the consent of the Owners of all of the Outstanding Notes.

SECTION 14. Severability: Application of Subsequently Enacted Laws. In case any one or more of the provisions of this Ordinance or of the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance or of the Notes, but this Ordinance and the Notes shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provisions enacted after the date of this Ordinance which validate or make legal any provision of this Ordinance and/or the Notes which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance and to the Notes.

SECTION 15. Recital of Regularity. This Governing Authority having investigated the regularity of the proceedings had in connection with the Notes and having determined the same to be regular, the Notes shall contain the following recital, to-wit:

"It is certified that this Note is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana."

SECTION 16. Effect of Registration. The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Note is registered as the Owner of such Note for the purpose of receiving payment of the principal of and interest on such Note and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 17. Notices to Owners. Wherever this Ordinance provides for notice to Owners of Notes of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such Notes, at the address of such Owner as it appears in the Note Register. In any case where notice to Owners of Notes is given by mail, neither the failure to mail such notice to any particular Owner of Notes, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Notes. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 18. Cancellation of Notes. All Notes surrendered for payment, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Notes previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Paying Agent. All canceled Notes held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

SECTION 19. Mutilated, Destroyed, Lost or Stolen Notes. If (1) any mutilated Note is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Note, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Note has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Note, a new Note of the same maturity and of like tenor, interest rate and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Note, pay such Note. Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Note issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen note shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Notes. Any additional procedures set forth in the Agreement, authorized in this Ordinance, shall also be available with respect to mutilated, destroyed, lost or stolen Notes. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Notes.

SECTION 20. Discharge of Ordinance; Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners of all of the Notes, the principal of and interest on the Notes, at the times and in the manner stipulated in this Ordinance, then the pledge of the money, securities, and funds pledged under this Ordinance and all covenants, agreements, and other obligations of the Issuer to the Owner shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Ordinance to the Issuer.

Notes or interest installments for the payment of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section if they are defeased in the manner provided by Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

SECTION 21. Successor Paying Agent; Paying Agent Agreement. The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Notes. The designation of the initial Paying Agent in this Ordinance is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a resolution or ordinance giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 22. Disclosure Under SEC Rule 15c2-12. The Issuer will not be required to comply with the continuing disclosure requirements described in Rule 15c2-12 of the Securities and Exchange Commission [17 CFR §240.15c2-12].

Notwithstanding the foregoing, the Issuer expressly agrees to provide to the Lender, or if the Lender is not the Owner of 100% of the Outstanding Notes, then to the Paying Agent:

(A) Its audited financial statements within 210 days after the end of each Fiscal Year, unless a later time for completion has been granted to the Issuer by the Louisiana Legislative Auditor, then when accepted by the Louisiana Legislative Auditor; and

(B) Its annual budget within 30 days of adoption.

The Issuer further agrees to report and post any payment default with respect to the Notes on the Municipal Securities Rulemaking Board's EMMA website.

SECTION 23. Publication. A copy of this Ordinance shall be published immediately after its adoption in one issue of the official journal of the Issuer; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication.

SECTION 24. Award of Notes. The Issuer hereby accepts the offer of the Lender for the Notes, which offer is contained in the term sheet attached as **Exhibit A** hereto, and any Executive Officer is hereby authorized and directed to execute said offer on behalf of the Issuer. As a condition to the delivery of the Notes to the Lender, the Lender will execute a standard letter, acceptable to it and the Issuer, indicating it has conducted its own analysis with respect to the Notes and is extending credit in the form of the Notes as a vehicle for making a commercial loan to the Issuer.

It is expressly noted that the principal amount of the Notes authorized hereunder is less than the maximum principal amount authorized by the term sheet attached as **Exhibit A** hereto.

SECTION 25. Execution of Documents. In connection with the issuance and sale of the Notes, the Executive Officers and the Finance Director are each authorized, empowered and directed to execute on behalf of the Issuer such documents, certificates and instruments as they may deem necessary, upon the advice of bond counsel, to effect the transactions contemplated by this Ordinance, the signatures of the Executive Officers and Finance Director on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 26. Headings. The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 27. Effective Date. This Ordinance shall become effective on the earliest date allowed by the Issuer's Home Rule Charter.

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 on this, the 10th day of January, 2022, to become effective five (5) days after publication in the Office Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapostolo
DLVD/PARISH PRESIDENT: January 11, 2022
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: January 11, 2022
AT: 2:10 pm RECD BY:

EXHIBIT A (Commitment Letter), and EXHIBIT B (Form of Note) to this Ordinance have not been published. These Exhibits are on file with the minutes of the St. Charles Parish Council, 15045 Highway 18, Hahnville, Louisiana 70057, and are available for inspection during regular business hours weekdays, Monday through Friday.

2021-0225
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 22-1-2

An ordinance approving and authorizing the execution of a Professional Services Agreement with EJES Inc., to perform engineering services for Kinler and Paul Frederick Roadway and Drainage Improvements Project No. P210704, not exceed $385,955.00.

WHEREAS, the streets of Kinler and Paul Frederick between Hackberry Street and Brooklyn Street have experienced street and property flooding over the past two years; and,

WHEREAS, the repeated flooding of these two streets has also damaged the asphalt roadway surfaces, resulting in numerous potholes, base failures and ditch bank failures; and,

WHEREAS, St. Charles Parish Administration desires to repair the existing roadway and upgrade the drainage infrastructure caused by the repeated flooding issues; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and EJES Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and EJES, Inc., to perform engineering services as required by the Department of Public Works for Kinler and Paul Frederick Roadway and Drainage Improvements Project No. P210704, not exceed $385,955.00, 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 10th day of January, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapostolo
DLVD/PARISH PRESIDENT: January 11, 2022
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: January 11, 2022
AT: 2:10 pm RECD BY:

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____day of _____, 2022 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 EJES, 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 KINLER AND PAUL FREDERICK ROADWAY AND DRAINAGE IMPROVEMENTS Project No. (P210704) as described in Ordinance No. 22-1-2 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:

KINLER AND PAUL FREDERICK
ROADWAY AND DRAINAGE IMPROVEMENTS
Project No. (P210704)

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
11.8 execution, which ever event occurs first.

12.0 INSURANCE

12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of $1,000,000.00 for one person and not less than $1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of $1,000,000.00 for each accident and not less than $1,000,000.00 aggregate.

12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of $1,000,000.00.

12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability $1,000,000 each person: $1,000,000 each occurrence. Property Damage Liability $1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.

12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.

12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.

12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.

14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.

14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 OTHER

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

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

WITNESSES:	ST. CHARLES PARISH
Billy Raymond	Matt Jewell
	By: Matthew Jewell Parish President
Sebastian	1/11/22
	Date:
WITNESSES:	EJES, INC.
_____	_____
	By:
_____	_____
	Date:

ATTACHMENT "A"

KINLER AND PAUL FREDERICK
ROADWAY AND DRAINAGE IMPROVEMENTS
Project No. (P210704)

Project Scope:

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

The project is to prepare plans and specifications for the full depth asphalt pavement replacement and drainage improvements on Kinler Street and Paul Frederick Street from Hackberry Street to Brooklyn Street. Where needed, the roadway base will be required, and where possible, the roadway surface will be milled and overlaid. New driveway culverts and aprons will be installed to facilitate drainage. The project also includes the development of a new ditch/canal to the west

of Kinler Street and the development of outfalls to the ditch/canal at the mid-block and ends of both streets. The ditch/canal and all other drainage features will be designed for a 25-year, 24-hour storm event. Existing roadside ditches will be re-shaped and re-sloped to channel water to the new outfalls. The Consultant will also be responsible for the coordination with private utility companies for documentation and relocation of their utilities as needed. The consultant will also be responsible for the development of a topographic survey and collection of geotechnical data. The project will involve the following phases:

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.

Basic Services
- Preliminary Design Phase;
- Final Design Phase;
- Bidding Phase; and
- Construction Administration Phase.

ATTACHMENT "B"

KINLER AND PAUL FREDERICK
ROADWAY AND DRAINAGE IMPROVEMENTS
Project No.(P210704)

Project Schedule:

The CONSULTANT shall complete each phase of the project within the number of days shown after Notices to Proceed for that phase:

Survey	90 Days
Preliminary Design Phase	90 Days
Final Design Phase	60 Days

ATTACHMENT "C"

KINLER AND PAUL FREDERICK
ROADWAY AND DRAINAGE IMPROVEMENTS
Project No.(P210704)

Project Cost:

For all services outlined in Attachment A and any other services required for this project, the OWNER shall pay the CONSULTANT on the basis of their certified and itemized salary costs unless noted as lump sum.

For each task in and any other services required for this project, the work is to be initiated only upon receipt of a notice to proceed 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 $385,955.00 unless increased by contract amendment approved by the St. Charles Parish Council.

Basic Engineering Services:

Preliminary Phase	$ 62,994.00
Design Phase	$113,389.00
Bidding Phase	$ 12,599.00
Construction Administration Phase	$ 62,993.00

Supplemental Services:

1. Survey	$125,730.00	(lump sum)
2. Geotechnical	$ 8,250.00	

2021-0328
INTRODUCED BY: BOB FISHER, COUNCILMAN, DISTRICT VI
ORDINANCE NO. 22-1-3

An ordinance to approve and authorize the execution of a Professional Services Agreement between St. Charles Parish and South Central Planning and Development Commission to develop a Reapportionment Plan based on the 2020 Census, not to exceed $30,000.00.

WHEREAS, Louisiana Revised Statute 33:1411 and the St. Charles Parish Home Rule Charter, Article III, Section 3, require that the Governing Authority review its apportionment plan after the release of each decennial census; and,

WHEREAS, the United States Census Bureau has released the 2020 Census figures for St. Charles Parish; and,

WHEREAS, in order to ensure compliance with all applicable parish, state and federal laws it is the desire of the Parish Council to engage professional assistance.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and South Central Planning and Development Commission to develop a Reapportionment Plan based on the 2020 Census, not to exceed $30,000.00, 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 10th day of January, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: January 11, 2022
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: January 11, 2022
AT: 2:10 pm RECD BY:

SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____day of _____, 2022 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 SOUTH CENTRAL PLANNING & DEVELOPMENT COMMISSION, INC., a non-profit corporation acting herein by and through its Contracting Officer, hereinafter called CONTRACTOR. Whereas the Owner desires to employ a Contractor to perform work and services for the 2021 Redistricting Plan.

1.0 GENERAL TERMS

The Owner agrees to employ the Contractor and the Contractor agrees to perform work and services required for the project described above. Contractor will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Contractor 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 Contractor by the Owner. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

This Agreement shall be effective for a period of 1 year beginning _____ 2022, and can be extended by written mutual agreement of the parties for an additional one (1) year term (twelve months) term.

The Contractor shall at all times during this Agreement maintain all applicable valid Louisiana contracting licenses necessary for the performance of the work and services.

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 AND SCOPE OF WORK

2.1 The Owner hereby contracts with the CONTRACTOR to perform all necessary work and services in connection with the Project as defined as follows:

2021 REDISTRICTING PLAN

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

2.3 Contractor 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 Contractor 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 CONTRACTOR

3.1 Contractor 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 Contractor.

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

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

3.4 Contractor 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 Contractor at project conferences and public hearings.

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 Contractor 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 Contractor to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Contractor or to Contractor's independent professional associates, subcontractors, and representatives.

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

The compensation to the Contractor for the supplemental services, when performed by the Contractor, 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 Contractor in writing.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Owner may disapprove of or reject Contractor's work while it is in progress if Contractor believes that such work will not produce a completed Project that conforms generally to the scope of the work and services.

7.0 NOTICE TO PROCEED

The Owner shall notify the Contractor in writing to undertake the services stated in this Agreement, and the Contractor 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 Contractor shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Contractor 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 Contractor for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 If the Project, or any portion thereof, is not completed for any reason, the final fee for work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not 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 for St. Charles Parish, State of Louisiana.

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

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

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

8.5 For Additional Authorized Services that Contractor acquires from subcontractors, Owner shall pay Contractor a fixed sum previously agreed upon by Owner and Contractor, 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 shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Contractor and shall be attached to the monthly invoice:

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

8.6 For *Additional Services* described in Section 5, Owner shall pay Contractor for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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 Contractor, 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 Contractor 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 Contractor promptly that portion of the prescribed fee to which both parties agree.

11.5 Contractor 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 Contractor.

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

Contractor 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 Contractor, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

14.1 Contractor warrants that it will perform its work and services with the degree of skill and to the standard of care required of its profession to meet all Federal, State and Local requirements.

14.2 If the work and services performed by Contractor do not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Contractor's failure to meet the standard of care in its work and services, Contractor will indemnify the Owner/Parish for Contractor's share of the costs incurred to bring the Project to the limitations mandated.

14.3 The obligations expressed in Section 14 above in no way limit the Contractor's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, CONTRACTOR 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 Contractor'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:

Billy Raymond

_____

ST. CHARLES PARISH

_____
By: MATTHEW JEWELL
PARISH PRESIDENT

1/11/22
Date:

WITNESSES:

_____

_____

SOUTH CENTRAL PLANNING & DEVELOPMENT COMMISSION, INC.

_____
By: KEVIN P. BELANGER
CHIEF EXECUTIVE OFFICER

_____
Date:

ATTACHMENT "A"
SCOPE OF SERVICES

2021 REDISTRICTING PLAN

SCPDC will prepare, coordinate the enactment, and assist in the implementation of the 2021 Redistricting Plan through the following Tasks.

1. **Project Monitoring & Assistance**: Consult with the St. Charles Parish Council in establishing a Redistricting Committee or direct interaction with the Council. If a committee is selected, it should include members of the St. Charles Parish Council and any other officials having significance in the redistricting process, i.e. the Registrar of Voters, Clerk of Court, Council Secretary, etc. The intent of this Task is to establish a process of communications and to share any known issues that may affect the development of the plan from the State and Federal partners and to join in all public participation efforts required throughout the process, which include public hearings, community meetings, minority group contacts, and media cooperation. This task will begin upon signing and will last the duration of the project. ($3,000)

2. **Kick Off Meeting**: Prepare for and meet with the Redistricting Committee and/or Council to discuss the nature of the project, to identify problem areas; and, to clarify the approaches and policies to be considered during the process. Also during this meeting, general goals will be established to guide the redistricting activities, (i.e. equal representation, racial discrimination, gerrymandering, etc.). ($1,000)

3. **Development of Display Mapping:** Develop composite maps overlays, which will display: ($2,000)

   Existing 2011 Parish Voting District boundaries; and

   The existing Parish Precinct boundaries.

   Projected and actual Changes in population.

   Parish precinct boundaries, as previously established, must be used to prepare the 2021 Voting District Boundaries. Additionally, the overlay and supporting data will form the basis for rearranging existing election district boundaries to create the new equally represented election districts.

4. **Consultation with School Board Members:** Review and evaluate Parish Precinct Population Projection Counts; Meet with the elected officials to determine advantages and disadvantages of existing districts. ($2,000)

5. **Development of Plans:** Develop 3 alternative redistricting plans (maps). ($5,000)

   a. Determine the *"ideal"* population for each district; (52,549) persons divided by 7 election districts equals 7,507 [52,549/7= 7,507] persons per election district). If each district contains 7,507 persons + - 5%, every citizen will be equally represented.

   b. Determine the 2020 population of each existing election district based on existing precinct boundaries. Information used to perform this activity includes:

      2011 Parish Reapportionment Plan

      2020 U.S. Census Parish Precinct Population Counts.

      2020 U.S. Census Parish Precinct Visible Boundary Maps.

      The 2020 population of each existing election district is determined by totaling the population counts for each Census block within the election district.

   c. Analyze the distribution of the 2020 population in the existing 2011 election boundaries.

   d. Determine the extent of redistricting that must occur and present same to the Redistricting Committee/Council.

   e. Redistrict those areas determined necessary by the Committee. In this process, election district boundaries will be shifted, as little as possible, until the appropriate adjustments in population occurs. When these shifts occur, all efforts are made to provide for equal representation; to eliminate gerrymandering and favoritism to one political party or group; and, to guard against discrimination against racial minorities. Neighborhoods and small communities are also recognized when shifting boundary lines. To avoid dividing recognized community boundaries at inappropriate places, each neighborhood will identify its own boundaries, through a process selected by the Redistricting Committee.

   f. Continue process until all election districts are as equally apportioned as possible.

6. **Presentation of Draft Plans:** Present draft Redistricting Plan to the Committee/Council for review and comments. The Committee/Council will select a plan or call for further refinement. ($2,000)

7. **Presentation of Recommended Plan:** SCPDC will present refined Redistricting Plan to the Committee/Council for review and approval at a scheduled Public Hearing. ($1,000)

8. **Preparation of Legal Descriptions Documents**: Once Plan is approved by the Council SCPDC will prepare final legal descriptions of approved 2022 Council Voting District Boundaries. ($5,000)

9. **Presentation of Legal Descriptions to Parish Council:** Prepare final copy of approved redistricting plan legal descriptions and deliver for subsequent approval. ($1,000)

10. **Development and packaging of plan documentation:** Prepare a summary narrative, which will contain the following: ($5,000)

    a. Summary of the redistricting process as it occurred;

    b. Summary of the changes in the voting districts for 2022 as compared to the 2011 Plan with specific explanations as to the basis for the changes;

    c. Explanation of any prior litigation concerning the 2011 plan, if applicable;

    d. Demographic information of the Parish including the total and voting age population of each affected area both before and after the change; the number of registered voters by precinct both before and after the change; and estimates of total population by race.

    e. Overview of public participation efforts which include copies of newspaper articles, public notices, public hearing proceedings, comments received concerning the changes, and minority group contacts.

    f. Preparation of presentation quality maps containing the following information:

       Prior and new boundaries of the voting units;

       Prior and new boundaries of voting precincts;

       Location of racial and language minority groups;

       Natural boundaries or geographical features that influenced the selection of boundaries;

       Location of prior and new polling places, and;

       Location of prior and new voter registration sites.

11. **Project Submission:** Submit official document to the SOS's Office and the State Legislature, and provide copy to U.S. Department of Justice Voting Rights Section. Provide technical assistance and additional information as requested by State and Federal partners ($1,000)

12. **Provide Approval Letter:** Monitor and submit approval letter received from the SOS's Office and submit same to School Board, Registrar, and Clerk of Courts Office. ($1,000)

13. **Provide Documentation**: SCPDC shall produce to the St. Charles Parish Council all maps, document, drafts, baselines and/or computer models, demographics, and any other information utilized to produce the final plan. ($1,000)

ATTACHMENT "B"
SCHEDULE

2021 REDISTRICTING PLAN

The calendar below provides insight into critical dates to accomplish the various tasks required to successfully effect reapportionment.

January/February 2022	The Council enters into an agreement with SCPDC to provide professional services.
March 30, 2022	Governing Authority requirement to examine redistricting. SCPDC will prepare a cursory report as to the need for redistricting and will submit to the committee and/or council the findings. **(R.S. 33:1411).**
March - May, 2022	Consultations with Individual Council Members to discuss the redistricting process, census figures, and district characteristics.
June - July, 2022	Introduction of draft alternative alignments
August – October, 2022	Refinement or Selection of Plan; Public Comment Period
November 2022	Plan Adoption
December 2022	Submittal to Secretary of State's Office and U.S. Department of Justice
August 8, 2023	Qualifications for Fall elections

ATTACHMENT "C"
PAYMENT AND COMPENSATION

2021 REDISTRICTING PLAN

Owner shall pay Contractor for the performance of work and services as follows:

It is expected that SCPDC be compensated based upon the successful completion of tasks that are delineated within the Scope of Work. It is further expected that once invoicing is submitted that SCPDC should receive payment within 30 days. Invoicing will be based upon a percentage of completion of tasks and not to exceed ($30,000) Thirty Thousand Dollars.

2021-0337
INTRODUCED BY: HOLLY FONSECA, COUNCILWOMAN-AT-LARGE, DIVISION B
RESOLUTION NO. 6611

A resolution requesting the Louisiana Department of Transportation & Development to install signal lights at the intersection of U.S. Highway 90 westbound and LA 182 in Raceland.

WHEREAS, U.S. Highway 90 and LA 182 both serve as major thoroughfares for many motorists, not only local but regional and beyond, traveling at high speeds leaving travelers vulnerable as they navigate without signal guidance; and,

WHEREAS, this dangerous intersection is heavily traveled, congested, and is frequently the site of automobile accidents; and,

WHEREAS, due to the increased vehicular traffic, as well as the accident fatalities and injuries recorded at this intersection, it is urgent for the State of Louisiana to install signal lights at U.S. 90 westbound and LA 182; and,

WHEREAS, the Department of Transportation & Development is responsible for taking the necessary steps needed to reduce and eliminate the hazardous driving conditions at the intersection of U.S. Highway 90 westbound and LA 182.

NOW, THEREFORE, BE IT RESOLVED, THAT WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request that the Louisiana Department of Transportation & Development install signal lights at the intersection of U.S. Highway 90 westbound and LA 182 in Raceland.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation & Development Secretary Shawn D. Wilson, Department of Transportation & Development District Engineer Administrator Chris Morvant, Senator Gary L. Smith, Jr., Representative Gregory A. Miller, Representative Bryan Fontenot, Representative Joseph A. Orgeron, Lafourche Parish President Archie Chaisson, III, and Lafourche Councilman Terry Arabie.

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 10th day of January, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: January 11, 2022
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: January 11, 2022
AT: 2:10 pm RECD BY: _____

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish on: January 20, 2022

Public Notice

Louisiana Coastal Protection and Restoration Authority Public Hearings

State Fiscal Year 2023 Draft Annual Plan

The Louisiana Coastal Protection and Restoration Authority (CPRA), will hold the following public hearings to receive public comments on Louisiana's draft "Fiscal Year 2023 Annual Plan: Integrated Ecosystem Restoration and Hurricane Protection in Coastal Louisiana".

Jan. 24	6:00 PM Public Hearing	McNeese State University SEED Center Business Incubator Willis Noland Room 4310 Ryan Street Lake Charles, LA 70605
Jan. 25	6:00 PM Public Hearing	Nicholls State University Donald G. Bollinger Student Union Ballroom 906 E. 1st Street Thibodaux, LA 70301
Jan. 26	6:00 PM Public Hearing	Joseph S. Yenni Building Jefferson Parish Council Chambers (2nd Floor) 1221 Elmwood Park Blvd. Elmwood, LA 70123
Jan. 27	6:00 PM Public Hearing	Virtual Meeting via Zoom: https://bit.ly/33v0jgz Password: Coastal944 or Dial 216 706 7075 Conference Code: 964105

The Draft FY 2023 Annual Plan will be posted for public review on Wednesday, January 19. Please visit coastal.la.gov for detailed meeting information and to access the draft plan. CPRA will receive comments and recommendations on the Fiscal Year 2023 Draft Annual Plan through February 26, 2022.

Public comment can be submitted in person at the hearing(s) in writing or verbally. Public comment during the virtual meeting may be submitted via the Zoom chat feature. Public comments may also be emailed to coastal@la.gov or mailed to:

Coastal Protection and Restoration Authority
Public Comments
150 Terrace Avenue
Baton Rouge, LA 70802

Publish on: January 20, 2022

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON FEBRUARY 3, 2022 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

POSTPONED CASES:

2022-1-MIN requested by **Stafford & Kristie Lucky** for resubdivision of two lots into one, with waivers from lot width and required side yard, **85 Wade Street, Luling.** Zoning District R-1A. Council District 7.

NEW CASES:

2022-2-MIN requested by **Dolores Hamilton** for resubdivision of a portion of the upper half of Lot 23, Fashion Plantation into one lot, **153 Lee Lane, Hahnville.** Zoning District O-L. Council District 1.

2022-4-MIN requested by **Renard Markey** for resubdivision of one lot into three, **110 JB Green Road, Des Allemands.** Zoning District M-1. Council District 4.

2022-5-MIN requested by **Bunge North America, Inc.** for resubdivision of thirty-seven lots into two, with waivers from setback requirements, **12442 River Road, Destrehan.** Zoning District M-3. Council District 2.

2022-2-SPU requested by **Michael & Anna Donahue** for an accessory dwelling unit in an R-1B zoning district at **210 Ormond Boulevard, Destrehan**. Council District 3.

2022-3-SPU requested by **Coastal Gulf & International, Inc.** for business activities involving the storage or utilization of hazardous materials in an M-1 zoning district, **120 Pintail Street, St. Rose**. Council District 5.

ALTERNATE DATE: 2/10 PUBLISH: 1/20, 1/27, 2/3

Public Notice

NOTICE TO BIDDERS
SP#6584

Sealed bids will be received by the Procurement Section of the Division of Administration, 1201 N. 3rd St., 2nd Floor, Suite 2-160, (P.O. Box 94095), Baton Rouge, Louisiana, at 10:00 A.M. for the following:

RFx No. 3000018114 – Drum Bay Cultch Plant for LDWF, 2/8/2022

Bid proposal forms, information and specifications may be obtained by accessing the bid number in LaPac at www.doa.Louisiana.gov/osp or from the procurement section listed above. No bids will be received after the date and hour specified. The right is reserved to reject any and all bids and to waive any informalities.

Tom Ketterer
Director of State Procurement
FAX (225) 342-8688

Publish on: January 20, 2022

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 nighty 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:

Serena Bennett Est. c/o Sceola Tuley (Elkinsville Subd. (St. Rose))
Lot 7 (191 First Street)
Nature of violation: Grass cutting & removal of debris

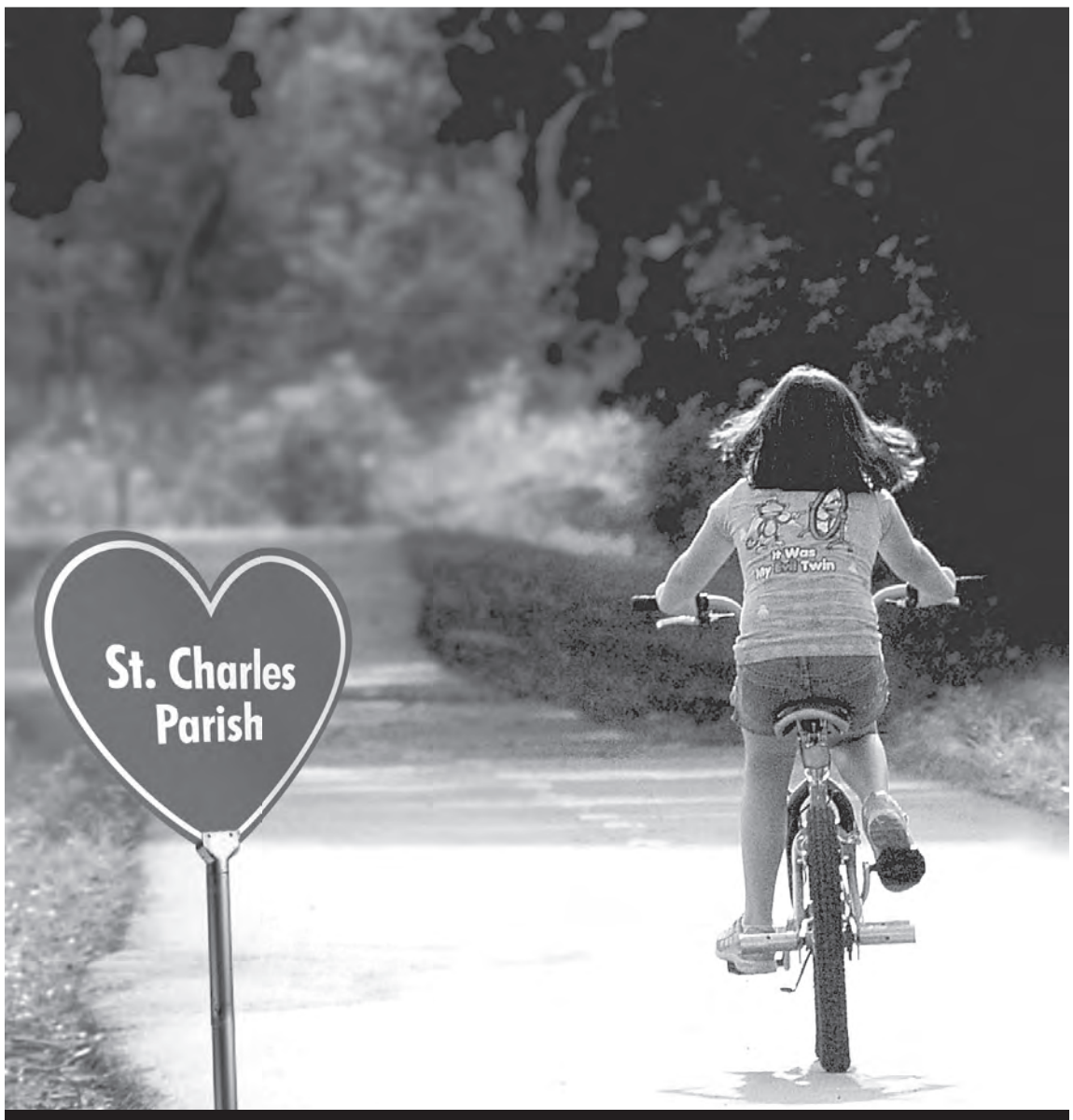
Ida Vinnett c/o Theodore Vinnett (Elkinsville Subd. (St. Rose))
Lot 9 (215 First Street)
Nature of violation: Grass cutting & removal of debris

Ryan K. Espey (Luling Heights-Sec.*)
Lot 209 (303 Barton Ave.)
Nature of violation: Grass cutting & removal of debris

Keith A. Sterling Sr. (Ormond Village- Commercial)
Lot A1 (14102 River Road)
Nature of violation: Grass cutting & removal of debris

Joy J. Kenny (Ormond Country Club-*)
Lot 505 (230 Dunleith Drive)
Nature of violation: Grass cutting & removal of debris

PUBLISH: January 20,2022



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