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

/HERALDGUIDE /STCHARLESHERALD · WWW.HERALDGUIDE.COM

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
504-330-3237
mclulee@stcharlesgov.net

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

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

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

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

Julia Fisher-Cormier
Councilwoman, District VII
985-308-0366
jcomier@stcharlesgov.net

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

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

Public Notice

Advertisement for Request for Proposals

Interested vendors are invited to submit proposals to St. Charles Parish School Board ("SCPSB") electronically via the Central Auction House website located at the "Online Bids & RFPs" link under the Resources tab at the SCPSB website https://www.stcharles.k12.la.us/. Questions should be submitted electronically via the online site no later than noon on May 27, 2022. Firms are responsible for checking the website above periodically for any updates or revisions to the Request for Proposals ("RFP").

All proposals will be accepted until 12:00pm local time (Central Standard/Daylight Savings Time) on 5/31/2022. All proposals received will be taken under advisement as submitted by the assigned date and time at SCPSB. All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. Failure to follow these instructions could result in disqualification of the proposal. SCPSB reserves the right to reject any and all proposals.

Proposals are hereby requested for the following:

Substitute Staffing & Management Services

Additional information and documents may be obtained free of charge by contacting the office of Tresa Webre, Assistant Superintendent of Human Resources and Administrative Services, at SCPSB, 13855 River Road, Luling, LA 70070. Call (985) 785-3111 for documents or questions. Firms are not allowed to contact other SCPSB departments, schools or centers about the RFP.

Advertising dates in the St. Charles Herald Guide, official journal of SCPSB, shall be:

- 1st Listing: May 5, 2022
- 2nd Listing: May 12, 2022
- 3rd Listing: May 19, 2022

St. Charles Parish School Board
Alex Suffrin, School Board President
Dr. Ken Oertling, Superintendent
13855 River Road
Luling, LA 70070

Public Notice

SCPH - HURRICANE IDA ROOF REPAIRS — 1057 PAUL MAILLARD ROAD
ST. CHARLES PARISH HOSPITAL — LULING, LOUISIANA

SECTION 00 1000 - ADVERTISEMENT FOR BIDS

St. Charles Parish Hospital | Ochsner Health System

Sealed bids will be received at St. Charles Parish Hospital, 1057 Paul Maillard Road, Luling, Louisiana until 2:00 PM CST, Tuesday, May 24, 2022, at which time bids will be opened in public in the Cafeteria for the following:

ST. CHARLES PARISH HOSPITAL - HURRICANE IDA ROOF REPAIRS

All bids should be submitted in a sealed envelope clearly marked:

"BID ON ST. CHARLES PARISH HOSPITAL - HURRICANE IDA ROOF REPAIRS - DO NOT OPEN UNTIL BID OPENING"

including bid amount, name, address, and telephone number of bidder. Address envelope to St. Charles Parish Hospital Service District #1, P.O. 87, Luling, Louisiana 70070, Attention: Thomas Duplantis/Greta Cozzo. Bids received in violation of LA. R.S. 37:2163 (failure to provide contractor's license number on the bid envelope) shall be stamped "Rejected", returned unopened to the bidder and shall not be read aloud.

Any bid received after 2:00 PM CST – Tuesday, May 24, 2022 shall be returned to the bidder unopened.

Complete Bid Documents for this project are available in electronic form. They may be obtained from www.centralauctionhouse.com. Printed copies are not available from the Architect, but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to the Architect at: Goodwyn Mills Cawood, LLC, 400 S. Norman C. Francis Parkway, New Orleans, LA 70119, Phone (504) 224-9400.

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful bidder shall be required to furnish a performance and payment bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the contract amount.

A MANDATORY WALK THROUGH OF PROJECT AREAS WILL BE HELD Tuesday, May 17, 2022, meeting at 10:00 AM CST in the Cafeteria at 1057 Paul Maillard Road, Luling LA, 70070. A mandatory pre-bid conference will follow. Please note that attendees arriving later than 10:05 AM CST will not be granted admittance to the walk through and pre-bid conference. Please send an RSVP to Steve Ritten at steve.ritten@gmcnetwork.com at least (7) days prior to the pre-bid conference. Bids received from Contractors who did not attend the mandatory pre-bid conference will not be considered.

The Contractor shall hold a Louisiana General Contractor's license. Each bid shall be accompanied by a bid bond, certified check or cashier's check for an amount equal to five percent (5%) of the total base bid and all alternates, and payable without condition to the owner as guarantee that the bidder, if awarded the contract, will promptly execute a contract in accordance with his/her proposal and all terms and conditions of the contract documents. A bid bond shall comply with LA. R.S. 38:2218(C) and 38:2219, as applicable. An executed affidavit must be submitted prior to bid award. Bids will be publicly opened and read aloud. No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

Bids may also be submitted electronically by going to www.centralauctionhouse.com. Contractors opting to submit an electronic bid will be required to register on the website and pay a one-time annual service fee for this service. Comply with electronic bidding as stated in the Louisiana Bid Law 2212.1.

The Owner reserves the right to reject any and all bids for just cause, waive formalities and to reject non-conforming, non-responsive, unbalanced or conditional bids or bids submitted by non-responsible parties pursuant to the law. Bids which deviate from the project plan and specifications will not be considered. In accordance with LA. R.S. 38:2212(B)(1), the provisions and requirements of that Section and those stated in the bidding documents, shall not be waived by any entity.

Bidders need not be present for opening of bids.

PUBLISH: April 28, 2022
May 5, 2022
May 12, 2022

PRE-BID CONFERENCE DATE: May 17, 2022

BID OPENING DATE: May 24, 2022

END OF DOCUMENT

Public Notice

ADVERTISEMENT FOR BID

ST. CHARLES PARISH HOSPITAL

Sealed bids will be received by St. Charles Parish Hospital up to 2:30 p.m., Wednesday, June 1st, 2022, at the St. Charles Parish Hospital Cafeteria, 1st Floor, South Entrance II, 1057 Paul Maillard Road, Luling, LA 70070 at which time they will be publicly opened and read aloud for the sale to the highest responsible bidder, as is, of the following properties:

1207 & 1202 Paul Maillard Road, Luling, LA 70070

A complete legal description, map of the properties and bid packages are available, in addition to scheduling a site visit, by contacting Penny Mehn, Sr. Executive Assistant to the CEO, at the above address or by calling 985-785-3644.

Minimum bid is $260,000.00

All bids must be submitted on the Bid Forms as provided by the Hospital, signed by the bidder and in a sealed envelope with "Bid – Property" plainly marked on the outside of the envelope.

Bids must be accompanied by a certified check, cashier's check or bid bond in an amount equal to five percent (5%) of the amount bid. Failure to include the required security will result in disqualification of the bid. Failure of the successful bidder to complete the purchase of the property, at bidder's expense, within 45 days of the bid opening will result in forfeiture of the bid security.

St. Charles Parish Hospital reserves the right to reject any and all bids and to waive formalities.

Publish: St. Charles Herald - Guide — May 5th, 2022
May 12th, 2022
May 19th, 2022

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON MAY 12, 2022 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

2022-9-HOP requested by **Steven Dunham** for a home occupation – "Penguin Firearms Training" – a firearms training business – at **48 Bocage Drive, Destrehan.** Zoning District R-1B. Council District 3.
2022-12-MIN requested by **Cooper Machinery Services, LLC** for a resubdivision of one lot into two, **10446 River Road, St. Rose**. Zoning District M-1. Council District 5.
2022-13-MIN requested by **MHI Investments, LLC & 10400 Airline Highway, LLC** for resubdivision of two lots, CM-1A and CM-2A of Fairview Plantation, into three lots, **Airline Drive, St. Rose**. Zoning District C-3, M-1, and W-1. Council District 5.
2022-14-MIN requested by **RJM Enterprises, Inc.** for a resubdivision of one parcel, approx. 5.29 acres, into two near **Boutte Estates Drive and Coretta Drive, Boutte**. Zoning District R-2. Council District 1.
2022-6-R requested by **Jonte Knight** for a change of zoning from R-1A to R-1A(M) on Lot 8, Square 10, Village of Hahnville, **220 Hahn Street, Hahnville.** Council District 1.
2022-7-R requested by **Traun Smith Sr.** for a change of zoning from R-1A to R-1A(M) on Lot 1, Square 9, Village of Hahnville, near **277 Pine Street, Hahnville.** Council District 1.
2022-7-SPU requested by **Nancy Pemberton** for an R-1A use in a C-2 zoning district, **111 Monsanto Avenue, Luling.** Council District 7.
2022-8-SPU requested by **Glenn Gillen for U.S. Army Corps of Engineers** for a cellular installation in an O-L zoning district located 100 ft. from the E. Guide Levee Rd. & 900 ft. south of I-10 near **Bonnet Carre Spillway, Norco.** Council District 6.
2022-3-ORD requested by **Matthew Jewell, Parish President/Dept. of Planning and Zoning** for an ordinance to amend the Zoning Ordinance of 1981, as amended, Section X. Exceptions and modifications, item H. to include manufactured (mobile) homes as a temporary emergency housing unit.

ALTERNATE DATE: None PUBLISH: 4/28, 5/5, 5/12

Public Notice

SECTION 00 0004 – ADVERTISEMENT FOR BIDS

Deliver sealed bids to Hahnville Volunteer Fire Station at 14890 River Road, Hahnville, LA. 70057, before **2:00 PM**, **Tuesday, May 31, 2022** for the project entitled:

Hahnville Volunteer Fire Station – Ida Repairs
14890 River Road
Hahnville, LA. 70057
GHC Project No. 4021107

Complete Bidding Documents for this project are available in electronic form. They may be obtained without charge and without deposit from **www.centerline.co**. Printed copies are not available from the Designer but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs.

Electronic Bidding: Bidders may use Centerline to submit their bids electronically. Please find bid related information and post your electronic bids online at **www.centerline.co**

All bids must be accompanied by bid security equal to 5% of the low bid, and must be in the form of a certified check, or cashier's check. The Bid Bond shall be in favor of the Hahnville Volunteer Fire Department and shall be accompanied by the appropriate power of attorney. No bid indicating an obligation of less than five percent (5%) by any method is acceptable.

The successful bidder shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in amount equal to 100% of the Contract amount. The Surety Company must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If The Surety Company is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by The Surety's Company most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of $500,000. However, a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A. M. Best's Key Rating guide shall not be subject to the $500,000 limitation, provided that the contract amount does not exceed ten percent of the policyholders' surplus filed with the Louisiana Department of Insurance. The Bond shall be signed by The Surety's Company agent or attorney-in-fact and countersigned by a person who is under contract with The Surety's Company as a licensed agent in this State, and who is residing in this State.

A NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD
At 10:00 AM on Tuesday, May 17, 2022, at Hahnville Volunteer Fire Station at 14890 River Road, Hahnville, LA. 70057

Bids shall be accepted from Contractors who are licensed under LA. R. S. 37:250-2163 for the classification of Building Construction. Bidder is required to comply with provisions and requirements of LA R. S. 38:2212 (A)(I)(c). No bid may be withdrawn for a period of thirty (days) after receipt of bids, except under the provisions of LA. R. S. 38:2214

The Owner reserves the right to reject any and all bids for just cause. In accordance with LA. R. S. 38:2212 (A)(I)9b), the provisions and requirements of this Section, those stated in the advertisement bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

Advertisement Dates:
Thursday, April 28, 2022
Thursday, May 5, 2022
Thursday, May 12, 2022

Public Notice

Anyone knowing the whereabouts of heirs of **Agnes Duronslet Robottom** please contact Atty Lauren Rogers at 504-468-1100.

Publish: May 5 & 12, 2022

Public Notice

Anyone knowing the whereabouts of **William Lawrence Trombley and/or Christian Paul Trombley**, please contact Attorney Lauren D. Rogers at 504-468-1100.

Publish: May 5 & 12, 2022

Public Notice

Anyone knowing the whereabouts of **Mary Napp Castle, Dorothy Napp Martin, and Eliska N. Westerlund** please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 985-722-4003."

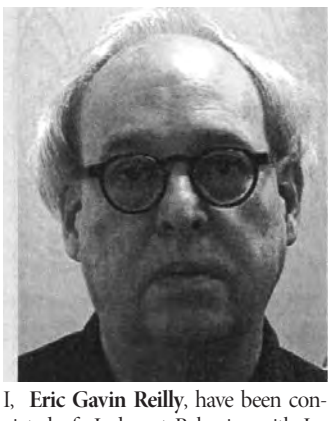
Publish: May 5 & 12, 2022

Public Notice

(1) 2021 FABRIQUE PAR TRAILER VIN# 5KTUS1417NF523633
(2) JAKE'S TOWING LLC 14001 HIGHWAY 90 BOUTTE LA 70039
(3) Notice that if all current outstanding charges against the stored vehicle are not paid and the stored vehicle is not claimed by the owner within fifteen calendar days from the last date of publication of the advertisement, the storage or parking facility owner may apply for a permit to sell or permit to dismantle the stored motor vehicle.

Publish: May 12 & 19, 2022

Public Notice



I, **Eric Gavin Reilly**, have been convicted of Indecent Behavior with Juveniles, Date of Conviction: 05/10/12. My address is: 2 Houmas Place, Apt B, Destrehan, La. 70047

RACE: White
SEX: Male
DOB: 07/21/1958
HGT: 5'8"
WGT: 165
HAIR COLOR: Brown
EYE COLOR: Brown

PUBLISH: May 12 & 19, 2022

Public Notice

ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

The St. Charles Parish Zoning Board of Adjustment will meet on May 19, 2022 at 6:00 p.m. to hear:
2022 14 ZBA Tara and Lansford LeBouef to increase the fence height in the required front yard along Elizabeth Drive at **149 Mitchell Ln., Des Allemands.** Zoning District R-1A. Council District 4.
2022 15 ZBA Lloyd J. Frickey for Sarah Jacobi Tindall & Jeanne Jacobi Marino to reduce the required building elevation from +6 ft. NAVD to -3.7 ft. NAVD at **110 Luke Dr., Des Allemands.** Zoning District R-1A(M). Council District 4.
NEW BUSINESS
ALTERNATE DATE: 5/26/22
PUBLISH 5/5, 5/12, 5/19

Public Notice

OFFICIAL JOURNAL BID-2022-2023
ST. CHARLES PARISH SCHOOL BOARD

Please publish on May 12 and May 19, 2022.

The St. Charles Parish School Board will accept bids for OFFICIAL JOURNAL for one year beginning July 1, 2022. Bids should contain a firm rate schedule based on a column inch-13 picas wide. Proposals must be received in a sealed envelope with OFFICIAL JOURNAL BID on the outside by May 27, 2022, at the school board office at 13855 River Road, Luling, LA 70070. Bids will be opened and read aloud on May 27, 2022, at 2:00 p.m. at the School Board Office. This notice will be published on the following dates:
May 12, 2022
May 19, 2022

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

Public Notice

NOTICE

NOTICE is hereby given pursuant to article IV, section 21 (D) (1) of the Louisiana Constitution, that on April 29, 2021, Entergy Louisiana, LLC ("ELL"), an electric public utility having facilities to provide retail electric service to residential, commercial, industrial, and governmental customers in fifty-eight Parishes of the State of Louisiana, filed with the Louisiana Public Service Commission ("LPSC") an Application ("Application") for recovery in rates of costs related to Hurricane Ida and Hurricanes Laura, Delta, and Zeta and Winter Storm Uri.

The Application requests the following: (1) find ELL's storm costs for Hurricane Ida of $2.54 billion and Hurricanes Laura, Delta and Zeta and Winter Storm Uri of $31.9 million to be reasonable and necessary and approve their recovery from customers; (2) authorize ELL to recover carrying charges on the approved storm restoration costs from the date on which the storm restoration costs were incurred until the date that bonds are issued pursuant to a financing order or until the storm restoration costs are otherwise recovered; (3) specify and approve the manner in which the storm restoration costs will be functionalized and allocated to rate classes within ELL's retail jurisdiction; and (4) grant such other relief to which ELL may be entitled.

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

Entergy Louisiana, LLC

Publish: May 12, 2022

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, MAY 16, 2022, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2022-0131 (5/2/22, Jewell, D. Foret)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Danny J. Hebert, P.E., L.L.C., d.b.a. Civil & Environmental Consulting Engineers to perform engineering services for the Department of Recreation West Bank Bridge Park Improvements, in the amount not to exceed $274,570.00.

2022-0134 (5/2/22, Jewell, D. Foret)
An ordinance approving and authorizing the execution of a contract with Lakeview Construction & Development, LLC for the Ashton Park Development Restroom Facility in the amount of $371,488.00.

2022-0136 (5/2/22, Jewell, G. Dussom)
An ordinance to amend the 2021 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

2022-0137 (5/2/22, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the St. Charles Parish Westbank Trailhead, Parish Project No. P180603, to increase the contract amount by $1,767.00 and increase contract time by 168 days.

2022-0138 (5/2/22, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Professional Services Agreement with GeoEngineers, Inc., to perform engineering services for the Oxidation Pond Hwy. 3127 Project (Project No. S190902), in the amount not to exceed $67,285.00.

2022-0139 (5/2/22, Jewell, M. Albert)
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Section X. Exceptions and modifications, item H., to include manufactured homes as a temporary emergency housing unit type and revise the standards.

PUBLISH: May 5, 12, 2022

Public Notice

SCPH
PHARMACY RENOVATION
LULING, LOUISIANA STBA 41146.13

DOCUMENT 00 1000

ADVERTISEMENT FOR BIDS

Sealed bids will be received until the hour of 2:00 p.m., c.s.t. on Monday, June 13, 2022 by St. Charles Parish Hospital District #1 in the Hospital Cafeteria, 1057 Paul Maillard Rd., Luling, LA 70070. All bids will be publicly opened and read.

St. Charles Parish Hospital- Pharmacy Renovation

A PDF version of the complete bid documents may be obtained from Sizeler Thompson Brown Architects - to Licensed General Contractors. Contractors shall call ahead to (504)523-6472 to obtain bid documents.

Bidding documents will only be issued to licensed contractors or their authorized representatives. No bidding documents will be issued later than 24 hours prior to the date and time set for the bid opening. **Late bids will not be accepted.**

Bids received in violation of LSA-R.S. 37:2163 (failure to provide contractor's license number on the bid envelope) shall be stamped "Rejected", returned unopened to the bidder and shall not be read aloud.

Contractors are provided the option to submit bid for public contracts through a uniform and secure electronic interactive system. Comply with electronic bidding as stated in the Louisiana Bid Law 2212.1.

Bid related materials may be found online and electronic bids may be submitted at WWW.CENTRALBIDDING.COM

Sealed bids must have project name boldly displayed on outside of envelope.

Each bid must be accompanied by certified check, cashier's check or bid bond made payable to St. Charles Parish Hospital and acceptable to the owner in the amount equal to five (5%) of the total amount bid, including all alternates, and payable without condition to the owner as guarantee that the bidder, if awarded the contract, will promptly execute a contract in accordance with his/her proposal and all terms and conditions of the contract documents. A bid bond shall comply with LSA-R.S. 38:2218(B) and 38:2219, as applicable.

The owner reserves the right to reject any and all bids, waive formalities and to reject non-conforming, non-responsive, unbalanced or conditional bids or bids submitted by non-responsible parties pursuant to the law. **Bids which deviate from the project plan and specifications will not be considered.**

A Mandatory Pre-Bid Conference will be held on Tuesday May 31, 2022 starting at 9:00 a.m at St. Charles Parish Hospital, 1057 Paul Maillard Rd., Luling, LA 70070 in the Hospital Cafeteria. Please note that attendees arriving later than 9:05 a.m. will not be granted admittance to the meeting. In addition, all contractors shall be required to make a site visit scheduled with Brian Chaix, Facilities Director SCPH at (504) 228-2424. Site visits shall occur during business hours, Monday-Friday and must be coordinated at least 24 hours in advance. All site visits must happen no later than the pre-bid meeting on 5/31. Per hospital guidelines, anyone visiting the site must wear a mask at all times. Bids received from Contractors who did not attend the mandatory pre-bid conference as well as the required site visit will not be considered.

Sarah Beth Daigle
Architect Construction Project Manager
Ochsner Facilities Development
1450 Poydras St., STE 300
New Orleans, LA 70112

Published in the Bids and Proposal Section of the Herald Guide Newspaper on Thursday 5/12/22, Thursday 5/19/22 and Thursday 5/26/22 and Thursday 6/02/22.

END OF DOCUMENT

Public Notice

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

IN THE MATTER OF THE COMPLAINT OF BEVERLY INDUSTRIES, LLC AS OWNER AND OPERATOR OF THE DREDGE BELLA ROSE FOR EXONERATION FROM AND LIMITATION OF LIABILITY	**CIVIL ACTION NO. 22-1105** **SECTION "G" (3)**

NOTICE TO CLAIMANTS OF COMPLAINT FOR EXONERATION FROM OR LIMITATION OF LIABILITY

Notice is given that Beverly Industries, LLC ("Petitioner"), as owner *pro hac vice* of the DREDGE BELLA ROSE, has filed a Complaint, claiming the right to limitation of and/or exoneration from liability for all claims arising out of the voyage on which the DREDGE BELLA ROSE was engaged on or about August 29, 2021, on the Mississippi River.

All persons having such claims must file them as provided in Rule F of the Supplemental Rules for Certain Admiralty and Maritime Claims, Federal Rule of Civil Procedure, with the Clerk of Court, U.S. District Court, Eastern District of Louisiana, 500 Poydras Street, Room C151, New Orleans, Louisiana 70130, and serve on or mail to the attorneys for Petitioner, Bradley J. Schlotterer, Amanda Howard Lowe or Rachael Gaudet, of Kean Miller LLP, 909 Poydras, Suite 3600, New Orleans, Louisiana 70112, copies thereof, on or before the 15th day of June, 2022, or be defaulted. Personal attendance is not required.

Any claimant desiring to contest either the right of petitioner to limitation of and/or exoneration from liability must file an Answer to said Complaint as required by the aforesaid Supplemental Rule F and serve on or mail to the Petitioner's attorney, a copy, unless the claim has included an Answer.

Date: Apr 26 2022

Carol L. Michel
Name of clerk of court
Deputy clerk's signature

Publish: May 12, 19, 26 & June 2, 2022

Public Notice

The names of the following persons were drawn to serve as Petit Jurors for Jury Number 4A & 5A, for the session of said Court beginning Monday, June 6, 2022 at 9:00 a.m. - Division "X".

1	ABADIE	DAVID JOSEPH	
2	ABBATE	URSIN NICHOLAS	
3	ADAMS	LYNELLE AYO	
4	ALLEN	MARCUS	
5	ANDERSON	TAJOHN J	
6	ANDRESEN	HARVEY EUGENE	
7	ANDRUS	DARYL RAY	
8	ANNALORO	JENNIFER NICOLE	
9	ANTHONY	TERRIN MICHELLE	
10	ANTOINE	SHELEAN	
11	ARNOLD	THOMAS FRANKLIN	
12	AUCOIN	VERONICA H	
13	AUCOIN	DAVID J JR	
14	AUGILLARD	KEITH LAMONT	
15	AYALA	GREVIL ORLANDO	
16	AYUSO	LITO L	
17	BABINEAUX	GAIL ANTHONY	
18	BAGLEY	GEORGIA KATHRYN	
19	BAGWELL	LONNA DEROCHE	
20	BARRIE	ROSE MARY	
21	BARRIOS	BARBARA D	
22	BARRIOS	BLAKE JOSEPH	
23	BAUDOUIN	JASON LAWRENCE	
24	BEARD	JULIE R BLACKBURN	
25	BERGERON	FRANCIS BERCHMAN	
26	BERGERON	SCOTT DAVID	
27	BERRY	JENA WEBER	
28	BESSE	MICHAEL T	
29	BLACKMORE	CARTER MEKHI	
30	BODIE	SCOTT S	
31	BOE	CAROLYN CARR	
32	BONURA	VICTOR PHILLIP	
33	BOSHNACK	IRA	
34	BOURGEOIS	MONICA MADERE	
35	BOWIE	ERIN BORNE	
36	BRADY	KEVIN MICHAEL	
37	BRENT	MEGAN KYLE	
38	BREWER	MARK ANDREWS	
39	BRONDUM	BETHANY	
40	BROWN	DOMINICK HENRY	
41	BROWN	DONALD LEE	
42	BROWN	HELEN BAGLEY	
43	BROWN	LINDA VALLETTE	
44	BROWN	RENEE MEISTER	
45	BRUZEAU	KIMBERLY S	
46	BURGESS	EDWARD W III	
47	BUTERBAUGH	RONALD HARVEY	
48	BYERLY	MARIETTA KATHRYN	
49	CADE	BOBBI LEN	
50	CAILLET	KAREN LIRETTE	
51	CAMBRE	SHIRLEY LANDRY	
52	CAMMON	RAJONE JMYCHAL	
53	CAMP	LAURA ANNE	
54	CANDIES	SPENCER L	
55	CANDIES	BRITTANY ELIZABETH	
56	CANNON	JORDAN MICHAEL	
57	CASCO	ESTEBAN	
58	CELESTINE	BRANDY FONSECA	
59	CEMO	BLAKE JOSEPH	
60	CERNY	CANDICE ANELA	
61	CHAISSON	RONALD P	
62	CHAPMAN	KEISHAWN MONIQUE	
63	CHARLES	DEVRIN DEVON	
64	COLEMAN	JAYETTA SCOTT	
65	CONRAD	MICHAEL EDWARD JR	
66	COOK	JACOB WADE	
67	COOK	GORDON L III	
68	CORNWELL	AMBER LYNN	
69	COUNTY	RUSSEL JOSEPH	
70	COURET	CONNOR	
71	DANTIN	CHED LOUIS	
72	DANTIN	KELLI BROOKE	
73	DARENSBOURG	JOHN PAUL JR	
74	DASTE	CRAIG STEPHEN	
75	DAVIS	ASHLEY DUPARD	
76	DAVIS	CYNTHIA C	
77	DAVIS	MARY ANN	
78	DAVIS	NAOMI AUTUMN	
79	DAVIS	KENNETH A. JR	
80	DAYS	ZYREASIA PATRICKA	
81	DEAN	BARBARA-LOUISE BOSWORTH	
82	DEFFNER	DOLROES MARIE	
83	DEJEAN	AYDEN ALEXANDER	
84	DEJEAN	RYAN PAUL	
85	DERBES	RYAN CARTER	
86	DEROCHE	KENNETH JOSEPH JR	
87	DEVILLIER	DONALD ANDREW JR	
88	DEWAILLY	WANDA M	
89	DIGGS	RUSSELL SR	
90	DINGEMAN	ANTHONY JOSEPH JR	
91	DISHONGH	ERIC M	
92	DOMENGEAUX	JEAN FRANCIOS III	
93	DOMIGUES	CANDICE NOEL	
94	DONNAUD	JESSICA JAMES	
95	DOURRIEU	NICHOLAS JOSEPH	
96	DOZIER	CHRISTY LYNN G	
97	DUBOSE	ELAINE SMITH	
98	DUCKWORTH	ZACHARY VADEN	
99	DUFRENE	AVERY FLOYD	
100	DUFRENE	BARNABUS PAUL	
101	DUFRENE	EDWIN JOEL	
102	DUFRESNE	BRAD MICHAEL	
103	DUGAS	GARRETT CHRISTOPHER	
104	DUNHAM	STEVEN HAROLD	
105	DUPONT	LYNN MELCHERT	
106	DURAND	DONALD JOSEPH	
107	ENGLAND	DONNA TOTORA	
108	ESTEVEZ	ABIGAIL HALL	
109	ESTEVEZ	GRACE CLAIRE	
110	FACKO	MARGARET OBRIEN	
111	FERNANDEZ	CARLOS R JR	
112	FIERRO	EDWARD JASON	
113	FIERRO	MALIA GASSEN	
114	FOGARTY	DONNA RAE	
115	FORET	JOSHUA	
116	FRANGELLA	CAMRYN ELIZABETH	
117	FRILOUX	ANNE S	
118	FRILOUX	VICTORIA RAY	
119	GALLIANO	PRISCILLA GUIDRY	
120	GARDERE	JESSICA JOHNSON	
121	GARRITY	EVAN PATRICK	
122	GAUTREAU	JANICE SALISBURY	
123	GEE	KAYLA	
124	GILBERT	STELLA DIANE	
125	GITZ	ALYSE TARULLO	
126	GIVENS	LUCKY	
127	GOMES	CATHERINE HAUSER	
128	GONZALES	JENNIFER DURHAM	
129	GOODMAN	DANIEL JACOB	
130	GORDEN	NATASHARIGUE	
131	GOUGH	KRISTIE J	
132	GRANDT	CHRISTINA WALKER	
133	GRANT	RACHEL VICKNAIR	
134	GRAVER	RITA ANN	
135	GREEN	CHRISTOPHER STEVEN	
136	GRIESHOP	COLE JOSEPH	
137	GUEDRY	ELIANA ODA	
138	GUILBEAU	PAIGE NICHOLE	
139	HACKETT	DAVID J	
140	HACKMAN	LORI CARO	
141	HALEY	VALENCIA YVETTE	
142	HANNEN	PAMELA W	
143	HARMON	SANDRA ELAINE	
144	HARPER	ASHLEY MICHELLE	
145	HARRIS	PATRICIA EUGENE	
146	HAUG	CARL DAVID	
147	HEBERT	BRANDT DAVID	
148	HERNANDEZ	SASHA SUSANA	
149	HERRLE	RACHAEL ANNE	
150	HINDMAN	MATTHEW LAIN	
151	HONORE	PEGGY ANN	
152	HOOKFIN	JASMINE MONIQUE	
153	HOPKIN	ALAN DEWAYNE JR	
154	HOPKINS	MAXINE BRYSON	
155	HOTARD	STEPHANIE ANN POLLEY	
156	HUHNER	JOHN EDWARD	
157	HYMEL	LARRY JAMES	
158	HYMEL	DOUGLAS JOSEPH	
159	JACKSON	LEARY QUIENT	
160	JACOB	TONYA CANDIES	
161	JEANSONNE	MATTHEW TODD	
162	JENKINS	STACY	
163	JENNINGS	AUDREY T	
164	JOHNSON	DOROTHY M	
165	JOHNSON	ERNEST III	
166	JOHNSON	GARRISON LEO	
167	JOHNSON	JEFFREY ANTHONY	
168	JOHNSON	SYLVIA GOLD ANN	
169	JOHNSON	JEMEL	
170	JOHNSON	TRAKISHA TURLEY	
171	JOHNSTON	ELMER WALTER III	
172	JONES	BRITNEY RENEE	
173	JONES	JOSEPHINE VICTORIA	
174	JONES	KAWANA L	
175	JOSEPH	GILBERT SR	
176	JOSEPH	KEIOSHA EVONY	
177	JOSEPH	STACIA CHANELL	
178	KAUFFMAN	CASEY CHRISTOPHER	
179	KEEFE	ROBERT FREDERICK	
180	KEHOE	SCOTT SHANNON	
181	KELLER	CHRISTOPHER P	
182	KERN	GARY R	
183	KILLIAN	EUGENIE GUTIERREZ	
184	KING	DINORA VALENTINA	
185	KINLER	RHYS A	
186	KLETSINA	SVETLANA	
187	KNOBLOCH	KENNETH NIMS	
188	LABRANCH	CHAVON M	
189	LAMBERT	DON JOSEPH	
190	LANDRENEAU	MARIA NEWTON	
191	LANDRY	JERI D	
192	LANDRY	ADAM KAINE	
193	LANDRY	CODY ROBERT	
194	LANDRY	JON MICHAEL	
195	LANDRY	MELISSA TULLEY	
196	LANE	JOYCE B	
197	LASCALA	JENNA	
198	LASCALA	KIM BOUCHE	
199	LAUVE	MICQUE MARY	
200	LAWSON	CONTRELLE LEON	
201	LAY	BRIT	
202	LEBLANC	BRACH MICHEAL	
203	LEBLANC	ERLING J JR	
204	LEBLANC	SUMMER ELISE	
205	LEE	PATRICIA EDWARDS	
206	LEWIS	DERICK A	
207	LEWIS	THERESA C	
208	LOFTUS	PATRICIA PUTNAM	
209	LOGGINS	CORY J	
210	LORIO	THOMAS D	
211	LOUPE	TAMMY ROME	
212	LOUPE	KELLEY GRAVES	
213	LUCIA	JOSEPH PAUL JR	
214	LUCKY	STAFFORD COLE	
215	MACKENROTH	JOSEPH RICHARD IV	
216	MACLOUD	CLARA BELL	
217	MADERE	ALAN DAVIS	
218	MADERE	RODNEY JOSEPH JR	
219	MAHAN	ANGEL MASON	
220	MAHL	GRIFFEN MICAH	
221	MANGOLD	NANCY CLARK	
222	MARCEAUX	TYLER ECCARD	
223	MARIE	BILLY GLEN	
224	MARKS	KEITH MAURICE JR	
225	MARSHALL	GERALDINE	
226	MARTIN	AUSTIN CAMERON	
227	MATHERNE	LEXIE CHRISTINA	
228	MATHERNE	STACY HYMEL	
229	MATTA	THOMAS MINA	
230	MATTHEWS	BRITNY MARIE	
231	MAUGHAM	ERIC S	
232	MAUTINO	JERRY	
233	MAYEUX	GAVIN MICHAEL	
234	MCCLINTON	JAMES EARL	
235	MCDONALD	DANIEL GILVANNI JR	
236	MCGILL	LARRY	
237	MCLAURIN	TRUDY B	
238	MCWILLIAMS	BILLY RAY JR	
239	MILLER	AVERY AUTIN	
240	MILLER	KENNETH F	
241	MILLER	MELISSA MARIE	
242	MITCHELL	DANA TERRELL COLEMA	
243	MITCHELL	SHARREL NICOLE	
244	MITCHELL	LUCY WELLS	
245	MONGRUE	KEARNEY JOSEPH	
246	MOORMAN	JUDITH S	
247	MORGAN	LOREN MASHAEL	
248	MOSER	CATHY L	
249	MOTT	MYRIONNE LASHAL IRENE	
250	MULLER	SHERRY LANDECHE	
251	MUNCH	TIMOTHY WILLIAM	
252	MUNOZ	STEPHANIE	
253	NAQUIN	JESSICA ADAMS	
254	NAQUIN	KEREAN FOLSE	
255	NEWSOME	FLORENCE W	
256	NICHOLS	JOSHUA DUANE	
257	NOTO	BRAD MICHAEL	
258	OLSON	DAVID ALAN	
259	OQUINN	DAWN STITELER	
260	ORLANDO	JENNIFER C	
261	ORTEGA	WILLIAM FONSECA	
262	PABST	ASHLEY TEXTOR	
263	PALERMO	TIFFANI CENTANNI	
264	PANICE	DONNIE RENE	
265	PATELLA	JOSHUA CHRISTIAN	
266	PATERNOSTRO	MATTHEW JOSEPH	
267	PATUREAU	BONNIE	
268	PAYTON	DIAMOND	
269	PAYTON	DONNY L JR	
270	PEARSALL	BILLIE YOUNG	
271	PERKINS	JESSICA M	
272	PETITFILS	ABIGAIL FENTRESS	
273	PFISTER	JENNIFER HIMMAUGH	
274	PICOU	MIKAELA	
275	PINERO	BARBARA DANTIN	
276	PIZZOLATO	SHELLEY ANN	
277	POCHE	DANIEL ROBERT	
278	POCHE	PATRICIA B	
279	POWERS	JEFFREY BRYAN	
280	RAIA	JEFFREY PAUL	
281	RAMOS	LISA HEURTIN	
282	RANEY	SHERRIL LINDA	
283	RASMUS	CYNTHIA PAINE	
284	RAYMOND	SCOTT	
285	REEVES	LISA CAROL	
286	REYNAUD	MARIA EVANS	
287	RICHARD	BRYAN JAMES	
288	RICHARD	RAYMOND PAUL III	
289	RICHARD	TRAVIS	
290	RICHARD	ASHLEY NICOLE	
291	RICHARD	CLYDE JR	
292	RICHARD	NAOMIE MARIE	
293	RICKS	MELISSA MARIE	
294	RILEY	SHELBY WENDELL	
295	RISING	INA VINNETT	
296	ROBERT	JIMMY M SR	
297	ROBERTSON	JASELYN IMARI	
298	ROBICHEAUX	PAULA SMITH	
299	ROBINSON	ADRIANNE LYVONNE	
300	ROBINSON	ZONDALYN ZAKEITHA	
301	ROCHELLE	KAYLA CHRISTINE	
302	ROGERS	BRANDEN CHRISTOPHER	
303	ROLLINSON	MATTHEW RULCHER	
304	ROME	CLAYTON JOSEPH	
305	ROUSSEL	CLINT MICHAEL	
306	ROUSSEL	MELISSA MARIE	
307	ROYAL	GALE BROWN	
308	RUSSO	JESSICA ANGELIQUE	
309	SAMPSON	DEBORAH FELTON	
310	SANCHEZ	MARLEEN GODOY	
311	SANDERS	SHAE L	
312	SASSIN	LINDSAY ALAINE	
313	SAVASKI	TYLER JOSEPH	
314	SCAFFIDI	JODI MARIE	
315	SCHNAUDER	JOHN V III	
316	SCHROCK	JOANNA PHILIPELLO	
317	SCOTT	CALVIN	
318	SCOTT	DONALD STEPHEN	
319	SEIBERT	KACEY H	
320	SELLERS	WALTER LUTHER	
321	SEYMOUR	SHANNON BERTEAU	
322	SHEEFEL	CHARLES VERNARD	
323	SHEPARD	HENRY BURGARD	
324	SHINE	MEGAN MARIE	
325	SIMMONS	EULA MAE	
326	SIMMONS	STACEY MAIRE	
327	SIMMONS-HONOR	JAKERA ALAZIA	
328	SIMMS	BARBARA ANN	
329	SINGLETON	LARRY C	
330	SIZELER	KAREN M	
331	SKELTON	MICHAEL JAMES	
332	SLIGER	JAMES DALE	
333	SMITH	GARY LYN JR	
334	SMITH	JOSEPH TAYLOR	
335	SMITH	MICHELLE F	
336	SMITH	SEAN MICHAEL	
337	SMITH	STERLING	
338	SMITH	DONALD LEE	
339	SMITH	JAMIE D	
340	SMITH	KYRA CELESTE	
341	SMITH	MICHELLE LEIGH	
342	SMITH	RAMONA MAYEUX	
343	SONIAT	MICHELLE WINTERS	
344	STEPHENS	CURTIS	
345	STEWART	DONNA R	
346	STRAUGHTER	SIMONE MONTYNIQUE	
347	STROMAIN	ROBERT JAMES	
348	STUARD	DAVID RILEY	
349	STYRON	SCOTT RICHARD	
350	SWITZER	CHRISTOPHER LEE	
351	TABONY	KENNETH	
352	TAMPORELLO	MICHAEL ANTHONY	
353	TARULLO	CHRISTIAN MICHAEL	
354	TASSIN	AURELIEN V JR	
355	TAYLOR	SHIRLEY IVETH	
356	TEGTMEIER	CHERYL VIDAL	
357	TERRELL	JAYQUAN JULIAN	
358	THOMPSON	KAITLYN ELIZABETH	
359	THREATS	JOSHUA JAMES	
360	TOBIN	BRIAN ANTHONY	
361	TODD	PAMELA MORALES	
362	TORRENCE	BRANDELYN KAY	
363	TOUPS	ASHLEY H	
364	TRAMMEL	MARGARET MAE	
365	TRAMONTE	GALEN ANTHONY	
366	TRICHE	WAYNE P	
367	TRICHE	DANA W	
368	TRICHE	EARL L JR	
369	TUIRCUIT	DADRION R	
370	TURNER	JULES ROY	
371	TURNER	LORIA ANN	
372	ULMER	LASHANIQUE LASHUNDA	
373	VERRET	SARAH BLANCHARD	
374	VIBERG	KARA LYNN	
375	VIDRINE	ROSE MEADOR	
376	VILLERE	CHRISTOPHER JOSEPH	
377	WALKER	DEWAYNE	
378	WALKER	MARYJO INKEL	
379	WALKER	TJUAN DEVON	
380	WALKER	REGHANE TASHELL	
381	WEBER	ANDREW JAMES	
382	WEBRE	RHODA BERGERON	
383	WEIDNER	CHRISTOPHER WILLIAM ERIC	
384	WELDON	DALE ANNE	
385	WELLS	RONALD KEVIN	
386	WENNING	ALLYSON MCKINNEY	
387	WHITE	DONIELLE JONAE	
388	WHITE	MIRANDA MARIA	
389	WHITNEY	HUNTER GAGE	
390	WILKINS	TAYLOR MARIE	
391	WILSON	JADA ROME	
392	WINSTON	DOUGLAS D	
393	WOODALL	VICKI ANN DIMAGGIO	
394	YEBOAH	MALLESSA	
395	YOUNG	STANLEY LOUIS	
396	ZANOTELLI	MICHELLE SUZANN	
397	ZERINGUE	BAYLEE ALEXIS	
398	ZERINGUE	LORETTA C	
399	ZERINGUE	MARION J	
400	ZERINGUE	CORY JAMES	

Publish: May 12, 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:

Winona Z. Champagne (Mccutcheon Prop.)
Lot 2-G (123 Plantation Rd.)
Nature of violation: Grass cutting & removal of debris

Dandy Land LLC (Mccutcheon Prop.)
Lot 4-G (115 Plantation Rd.)
Nature of violation: Grass cutting & removal of debris

Charlene S. Troxler (Mccutcheon Prop.)
Lot 3-G (119 Plantation Rd.)
Nature of violation: Grass cutting & removal of debris

Manuel V. Dugas (Mimosa Park)
Lot 132 (338 Wanda St.)
Nature of violation: Grass cutting & removal of debris

M.A.D., III, LLC (St. Rose SUBD.)
Lot Front portions of lots 1,2,3, and 4 (117 St. Rose Ave.)
Nature of violation: Grass cutting & removal of debris

Edwin C. Johnson (Elkinsville SUBD. (St*)
Lot 8 (208 Short St.)
Nature of violation: Grass cutting & removal of debris

Carla Portera Grunberg (St. Rose Gardens – Caro*)
Lot 1B (116 St. Rose Ave.)
Nature of violation: Grass cutting & removal of debris

Glenn Ford (Magnolia Ridge SUBD.)
Lot 1 and 33 (316 Ash St.)
Nature of violation: Grass cutting & removal of debris

Sarah J. Tindall (Smith's Green Acres)
Lot 7 (110 Luke Dr.)
Nature of violation: Grass cutting & removal of debris

Brian L. Young (Ama – Sellers Village)
Lot 10 (218 Ellen St.)
Nature of violation: Grass cutting & removal of debris

Antonio Gonzalez (Paradis, Town of - #*)
Lot C (14980 HWY 90)
Nature of violation: Grass cutting & removal of debris

Priscilla Williams ¼ Valentine Lewis ¼
Lot (1258 Paul Maillard Rd.)
Nature of violation: Grass cutting & removal of debris

Tammy L. Mars (Ellington ADDN. to Lu*)
Lot 12 (435 Paul Maillard Rd.)
Nature of violation: Grass cutting & removal of debris

Tammy L. Mars (Ellington ADDN. to Lu*)
Lot 3A (205 Paul Maillard Rd.)
Nature of violation: Grass cutting & removal of debris

Earl – Estate of Coleman (Magnolia Ridge)
Lot 23B (297 Magnolia Ridge Rd.)
Nature of violation: Grass cutting & removal of debris

Stanley Williams (Magnolia Ridge)
Lot 6B1 (213 Magnolia Ridge Rd.)
Nature of violation: Grass cutting & removal of debris

James C. – Estate of Jacob (Evangeline City SUBD.*)
Lot 48 (185 Evangeline Rd.)
Nature of violation: Grass cutting & removal of debris

William Harris (Magnolia Ridge Park)
Lot 4 (410 Sharon Ave.)
Nature of violation: Grass cutting & removal of debris

Alfred Smith (Meadowlands, Phase 1*)
Lot 98 (130 Hollywood Park Dr.)
Nature of violation: Grass cutting & removal of debris

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

PUBLISH: May 12, 2022

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF APRIL 18, 2022, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.

St. Charles Parish

Meeting Minutes

Parish Council

Final

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

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

Monday, April 18, 2022 | 6:00 PM | Council Chambers, Courthouse

ATTENDANCE

Present 6 - Beth A. Billings, Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, and Bob Fisher

Absent 1 - Julia Fisher-Cormier

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Chief Operations Officer Darrin Dube, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works Assistant Director Brandon Bernard, Planning & Zoning Director Michael Albert, Community Services Director Joan Tonglet Diaz, Animal Control Director Jena Troxler, Risk Management Officer Rechell Champagne, R.S.V.P. Director Jeanne Arabie, Eric Zurcher, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Thomas Hines
Hope Church, Destrehan

APPROVAL OF MINUTES

A motion was made by Councilmember Billings, seconded by Councilmember Darensbourg Gordon, to approve the minutes from the regular meeting of April 4, 2022. The motion carried by the following vote:

Yea: 6 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2022-0099

Proclamation: "National Day of Prayer"

Sponsors: Mr. Jewell

Councilwoman Clulee spoke on the matter.
Pastor Thomas Hines with Hope Church in Destrehan spoke on the matter.

Read

2022-0100

In Recognition: Brandon Joseph Marshall, Eagle Scout

Sponsors: Ms. Darensbourg Gordon

Read

2022-0101

In Recognition: Quinn Anthony Champagne, Eagle Scout

Sponsors: Ms. Clulee

Read

Chairman Fisher spoke regarding the Eagle Scouts and invited Mr. Gary Dolese, Scoutmaster, Brandon Marshall, and Quinn Champagne up to take a picture.
Mr. Dolese spoke on the matter.

2022-0102

Proclamation: "National Volunteer Week" and "RSVP Volunteer Day in St. Charles Parish"

Sponsors: Mr. Jewell

Read

2022-0103

Proclamation: "Little Red Church Festival Weekend"

Sponsors: Ms. Darensbourg Gordon

Read

2022-0104

Proclamation: "Bayou Des Allemands Blessing of the Fleet Day"

Sponsors: Mr. Dufrene

Read

2022-0105

Proclamation: "Need to Feed Month in St. Charles Parish"

Sponsors: Mr. Gibbs

Pastor Thomas Hines with Hope Church in Destrehan spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

Read

2022-0106

Proclamation: "Older Americans Month"

Sponsors: Mr. Jewell

Read

2022-0107

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

Sponsors: Mr. Fisher

Read

2022-0108

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

Sponsors: Ms. Fisher-Cormier

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2022-0109

Animal Control

Animal Control Director Jena Troxler

Councilwoman Clulee spoke on the matter.

Reported

Councilwoman Bellock departed the meeting.

2022-0110

Risk Management/Safety

Risk Management Officer Rechell Champagne

Councilwoman Fonseca spoke on the matter.
Ms. Champagne spoke on the matter.

Reported

2022-0111

Parish President Remarks/Report

Sponsors: Mr. Jewell

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, MAY 2, 2022, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2022-0112

An ordinance to allow the Planning and Zoning Department to waive local permit fees and some plan review and inspection fees contained within Chapter 6. Buildings and Building Regulations, Article II. Building and Related Construction Codes, Section 6-15. Fees for repairs and renovations required as a result of damage sustained resulting from Hurricane Ida, effective immediately, retroactively from February 28, 2022, and lasting through August 29, 2022.

Sponsors: Ms. Clulee

Publish/Scheduled for Public Hearing to the Parish Council on May 2, 2022

2022-0022

An ordinance to establish and define the St. Charles Parish Visible Precinct Boundaries.

Sponsors: Mr. Fisher

Publish/Scheduled for Public Hearing to the Parish Council on May 2, 2022

2022-0116

An ordinance to amend the Code of Ordinances to revise Chapter 15, Motor Vehicles and Traffic, Section 15-9. Speed Limits (a) to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on **Vidal Street, Amelia Street, and Triche Street, Ama, to ten (10) miles per hour.**

Sponsors: Ms. Clulee

Publish/Scheduled for Public Hearing to the Parish Council on May 2, 2022

2022-0117

An ordinance to amend Ordinance No. 83-5-3, to lower the speed limit on Allen Drive, Ama, to ten (10) miles per hour.

Sponsors: Ms. Clulee

Publish/Scheduled for Public Hearing to the Parish Council on May 2, 2022

2022-0118

An ordinance approving and authorizing the execution of a Professional Services Agreement with Principal Engineering, Inc., to perform A/E Services for Department of Waterworks East and West Bank Generators and Structure Project (Project No. WWKS111), in the amount not to exceed $217,350.00.

Sponsors: Mr. Jewell and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on May 2, 2022

2022-0121

An ordinance approving and authorizing the execution of a Professional Services Agreement with McKim & Creed, Inc., to perform engineering services for the Luling Pond Lift Station and Upgrades Project (Project No. S211204), in the lump sum amount of $29,565.71.

Sponsors: Mr. Jewell and Department of Wastewater

Publish/Scheduled for Public Hearing to the Parish Council on May 2, 2022

2022-0123

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from W-1 to O-L on 3,000 sq. ft. located near the Bonnet Carre East Guide Levee Road and I-10, Norco, as requested by Glenn Gillen for the U.S. Army Corps of Engineers.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on May 2, 2022

2022-0124

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1M to O-L on 0.64 acre within the lower half of Lot 23, Fashion Plantation, 185 Sanders Lane, Hahnville, as requested by Geraldine Sanders and Ruth Tassin.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on May 2, 2022

2022-0125

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-3 to M-1 on a 26.464 acre portion of Lot CM-2A, Fairview Plantation, St. Rose, as requested by M.H.I. Investments, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on May 2, 2022

2022-0126

An ordinance approving and authorizing the execution of a contract with Hammill Construction, LLC, for the St. Charles Parish Parks and Recreation East Bank Trailhead Upgrade in the amount of $170,350.00.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on May 2, 2022

2022-0127

An ordinance approving and authorizing the execution of an Act of Dedication for River Road Estates Subdivision Phase 2, Hahnville.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on May 2, 2022

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2021-0030

An ordinance to approve and authorize the execution of an Act of Donation by Ashton Plantation Estates, L.L.C. to St. Charles Parish for a certain parcel of land situated on the corner of Ashton Boulevard and the Union Pacific Railroad to be used to extend Deputy Jeff G. Watson Drive.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Parish President Matthew Jewell spoke on the matter.

Speakers:
Mr. Roy Martin, Luling
Mr. Duane Foret, Destrehan
Mr. Ed Wahden, representing the St. Charles Soccer League, Luling

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 2 - Bellock and Fisher-Cormier

Enactment No: 22-4-3

2022-0091

An ordinance to clarify and establish the street name of East Terrace Street in New Sarpy.

Sponsors: Mr. Fisher

Reported:
Councilman Fisher Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

2022-0092

An ordinance to amend the Code of Ordinances to revise Chapter 15, Motor Vehicles and Traffic, Section 15-9, Speed Limits (a) to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on the **400 block of River Oaks Drive, in Luling to fifteen (15) miles per hour.**

Sponsors: Ms. Billings

Reported:
Councilwoman Billings Recommended: Approval
Speakers:
Mr. Jeff Weems, Luling
Ms. Cristin Weems, Luling

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 2 - Bellock and Fisher-Cormier

Enactment No: 22-4-5

Parish President Matthew Jewell invited Ms. Kali Zammit, LSU AgCenter up to the podium.
Ms. Zammit introduced Mr. Gabriel LoCoco, the new Horticulture Extension Agent for St. Charles Parish.
Mr. LoCoco spoke on the matter.
Councilwoman Clulee spoke on the matter.

2022-0093

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance No. 20-7-6 and 21-8-5, which approved the Engineering Services Agreement and Amendment No. 1, with Principal Engineering, Inc., to perform design services for the East Bank Master Drainage Plan (Parish Project Number P200601) in the amount not to exceed $80,400.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Chief Administrative Officer Mike Palamone spoke on the matter.

Public Hearing Requirements Satisfied

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

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 2 - Bellock and Fisher-Cormier

Enactment No: 22-4-6

2022-0095

An ordinance to approve and authorize the execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 6, 2022 through July 14, 2022.

Sponsors: Mr. Jewell and Department of Community Services

Reported:
Community Services Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion
Community Services Director Joan Diaz spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 2 - Bellock and Fisher-Cormier

Enactment No: 22-4-7

2022-0096

An ordinance approving and authorizing the execution of an Act of Dedication for Heather Oaks, Phase 1, Luling.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval
Speakers:
Mr. Danny J. Hebert, P.E., Civil & Environmental Consulting Engineers, spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Hebert spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 2 - Bellock and Fisher-Cormier

Enactment No: 22-4-8

RESOLUTIONS

2022-0113

A resolution to add St. Charles Parish to a letter of support for consideration of the Maurepas Swamp Project Supplemental Environmental Impact Statement to be used as mitigation for the West Shore Lake Pontchartrain levee project.

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

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

Public comment opened; no public comment

Council Discussion

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 2 - Bellock and Fisher-Cormier

Enactment No: 6627

2022-0122

A resolution in support of the Planning and Zoning Commission's approval of 2022-6-SPU for the operation of a green market at the St. Charles Parish East Regional Library, Destrehan (M-1 zoning) and the West Bank Bridge Park, Luling (C-3 zoning) as requested by Ann Montgomery for the German Coast Farmers Market.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval w/Stipulation Approval with the stipulation that the market layout may change from time to time due to the number of vendors and booths participating. Changes to the market layout that will change the location or orientation of vendors or visitor parking on either side can be approved by the Planning and Zoning Director.
Planning Commission Recommended: Approval w/Stipulation Approval with the stipulation that the market layout may change from time to time due to the number of vendors and booths participating. Changes to the market layout that will change the location or orientation of vendors or visitor parking on either side can be approved by the Planning and Zoning Director.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 2 - Bellock and Fisher-Cormier

Enactment No: 6628

APPOINTMENTS

2022-0026

A resolution to appoint Mr. James Joseph Krajcer, Jr., to the St. Charles Parish Planning & Zoning Commission as the District III Representative.

VOTE ON THE APPOINTMENT OF MR. JAMES JOSEPH KRAJCER, JR.

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

Nay: 0

Absent: 2 - Bellock and Fisher-Cormier

Enactment No: 6629

2022-0054

A resolution to appoint Ms. Robin Robicheaux to the St. Charles Parish Library Board of Control as the District VI Representative.

VOTE ON THE APPOINTMENT OF MS. ROBIN ROBICHEAUX

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

Nay: 0

Absent: 2 - Bellock and Fisher-Cormier

Enactment No: 6630

2022-0115

A resolution to appoint a member to the Hospital Service District No. 1, Parish of St. Charles.

Vacancy Announced

2022-0119

A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District I Representative.

Vacancy Announced

2022-0120

A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District VII Representative.

Vacancy Announced

ADJOURNMENT

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

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

Nay: 0

Absent: 2 - Bellock and Fisher-Cormier

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Council Secretary

Publish: May 12, 2022

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, MAY 2, 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.

2022-0123
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 22-5-1

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from W-1 to O-L on 3,000 sq. ft. located near the Bonnet Carre East Guide Levee Road and I-10, Norco, as requested by Glenn Gillen for the U.S. Army Corps of Engineers.

WHEREAS, the property owner endorses a request for rezoning from W-1 to O-L on 3,000 sq. ft. located approximately 100 ft. from the East Guide Levee Road & 900 ft. south of I-10 near Bonnet Carre Spillway, Norco; and,
WHEREAS, the Planning and Zoning Department recommended approval of the request because of unique circumstances; and,
WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of April 7, 2022.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from W-1 to O-L on 3,000 sq. ft. located approximately 100 ft. from the East Guide Levee Road of the Bonnet Carre Spillway & approximately 900 ft. south of I-10 in Norco, as requested by Glenn Gillen for the U.S. Army Corps of Engineers.

SECTION II. The Department of Planning and Zoning is authorized to change the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from W-1 to O-L on 3,000 sq. ft. located approximately 100 ft. from the East Guide Levee Road of the Bonnet Carre Spillway & approximately 900 ft. south of I-10 in Norco, as requested by Glenn Gillen for the U.S. Army Corps of Engineers.

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-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 2nd day of May 2022 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: May 3, 2022
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 4, 2022
AT: 1:10 pm RECD BY:

2022-0124
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 22-5-2

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1M to O-L on 0.64 acre within the lower half of Lot 23, Fashion Plantation, 185 Sanders Lane, Hahnville, as requested by Geraldine Sanders and Ruth Tassin.

WHEREAS, the property owner endorses a request for rezoning from R-1M to O-L for a 0.64 acre portion of the lower half of Lot 23, Fashion Plantation, 185 Sanders Lane, Hahnville, as requested by Geraldine Sanders and Ruth Tassin; and,
WHEREAS, the Planning and Zoning Department recommended approval of the request; and,
WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of April 7, 2022.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1M to O-L for a 0.64 acre portion of the lower half of Lot 23, Fashion Plantation, 185 Sanders Lane, Hahnville, as requested by Geraldine Sanders and Ruth Tassin.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1M to O-L for a 0.64 acre portion of the lower half of Lot 23, Fashion Plantation, 185 Sanders Lane, Hahnville, as requested by Geraldine Sanders and Ruth Tassin.

SECTION III. The Department of Planning and Zoning is authorized to make the corresponding change from Manufactured Home/Recreational Vehicle Park to Mixed Residential on the Future Land Use Map, adopted with Ordinance No. 11-6-11, amended by Ordinance No. 16-9-16.

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-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 2nd day of May, 2022 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: May 3, 2022
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: May 4, 2022
AT: 1:10 PM RECD BY:

2022-0125
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 22-5-3

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-3 to M-1 on a 26.464 acre portion of Lot CM-2A, Fairview Plantation, St. Rose, as requested by M.H.I. Investments, LLC.

WHEREAS, the property owner requests rezoning from C-3 to M-1 on a 26.464 acre portion of Lot CM-2A, Fairview Plantation, St. Rose, as shown on a survey by Cody DiMarco, PLS, dated 02-16-2022; and,
WHEREAS, the Planning and Zoning Department recommended approval of the request; and,
WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of April 7, 2022.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from C-3 to M-1 on a 26.464 acre portion of Lot CM-2A, Fairview Plantation, St. Rose, as requested by M.H.I. Investments, LLC.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-3 to M-1 on a 26.464 acre portion of Lot CM-2A, Fairview Plantation, St. Rose, as requested by M.H.I. Investments, LLC.

SECTION III. The Department of Planning and Zoning is authorized to make the corresponding change on a portion of the site from Commercial to Light Industrial on the Future Land Use Map, adopted with Ordinance No. 11-6-11, amended by Ordinance No. 16-9-16.

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-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 2nd day of May, 2022 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: May 3, 2022
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: May 4, 2022
AT: 1:10 pm RECD BY:

2022-0112
INTRODUCED BY: MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
ORDINANCE NO. 22-5-4

An ordinance to allow the Planning and Zoning Department to waive local permit fees and some plan review and inspection fees contained within Chapter 6. Buildings and Building Regulations, Article II. Building and Related Construction Codes, Section 6-15. Fees for repairs and renovations required as a result of damage sustained resulting from Hurricane Ida, effective immediately, retroactively from February 28, 2022, and lasting through August 29, 2022.

WHEREAS, St. Charles Parish was struck by Hurricane Ida on August 29, 2021; and,
WHEREAS, Hurricane Ida was a devastating storm that caused extraordinary winds, storm surge, and rainfall which caused extreme damage throughout the Parish; and,
WHEREAS, on September 7, 2021, the St. Charles Parish Council approved Emergency Ordinance No. 21-9-1; allowing the Planning and Zoning Department to waive local permit fees and some plan review and inspection fees contained within Chapter 6. Buildings and Building Regulations, Article II. Building and Related Construction Codes, Section 6-15. Fees for repairs and renovations required as a result of damage sustained resulting from Hurricane Ida, effective immediately and lasting through February 28, 2022; and,
WHEREAS, as of February 28, 2022, countless homes are still in need of repairs and renovations to date; and,
WHEREAS, State and Local Law requires that many of the necessary repairs meet the Louisiana State Uniform Construction Code (LSUCC); and,
WHEREAS, in order to meet the LSUCC, those repairs and renovations must be permitted and inspected; and,
WHEREAS, the fees for all building permits are contained in Chapter 6., Article II., Section 6-15. of the St. Charles Parish Code of Ordinances; and,
WHEREAS, St. Charles Parish wishes to continue to assist the residents of the Parish in their efforts to repair damages sustained to their property retroactively from February 28, 2022, and lasting through August 29, 2022, the anniversary of Hurricane Ida.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Planning and Zoning Department is hereby authorized to waive local permit fees and some plan review and inspection fees contained within Chapter 6. Buildings and Building Regulations, Article II. Building and Related Construction Codes, Section 6-15. Fees, for repairs and renovations required as a result of damage sustained resulting from Hurricane Ida, effective immediately, retroactively from February 28, 2022, and lasting through August 29, 2022.

SECTION II. That the Planning and Zoning Department is hereby authorized to waive plan review and inspection fees for trade permits (electrical, plumbing, gas and mechanical), re-roofing permits (non structural), and renovation permits required as a result of damage sustained from Hurricane Ida, effective immediately, retroactively from February 28, 2022, and lasting through August 29, 2022.

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-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 2nd day of May, 2022, to become effective immediately upon adoption.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: May 3, 2022
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: May 4, 2022
AT: 1:10 pm RECD BY:

2022-0022
INTRODUCED BY: BOB FISHER, COUNCILMAN, DISTRICT VI
ORDINANCE NO. 22-5-5

An ordinance to establish and define the St. Charles Parish Visible Precinct Boundaries.

WHEREAS, as specified in Louisiana Revised Statutes 17:71.1 the St. Charles Parish School Board is required to redraw the boundaries of the voting districts every ten (10) years in accordance with the decennial census; and,
WHEREAS, the Census was taken in 2020, and the population data was released by the Census Bureau in August of 2021; and,
WHEREAS, boundaries of any election district for a new apportionment plan from which members of a school board are elected shall contain whole precincts established by the parish governing authority; and,
WHEREAS, if a school board is unable to comply with applicable law regarding redistricting and reapportionment, including adherence to traditional redistricting principles, in the creation of its redistricting or reapportionment plan through the use of whole precincts, the school board may, in the creation of its redistricting or reapportionment plan, divide a precinct into portions which are bounded by visible features which are census tabulation boundaries. No such precinct shall be divided into more than two school board districts. No school board district shall contain more than three divided precincts; and,
WHEREAS, the St. Charles Parish School Board has examined, reviewed, and considered various alternative alignments based upon the findings of the United States Department of Commerce, Bureau of the Census; and,
WHEREAS, the plan selected by the St. Charles Parish School Board, entitled Alternative 1-A, requires the split of Precincts 3-2 and 5-3 in order to be compliant with state law; and,
WHEREAS, the splitting of Precincts 3-2 and 5-3 result in the creation of Precincts 3-4 and 5-6.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS that in accordance with applicable law, the 2022 Visible Precinct boundaries are hereby established as described in Section I.

SECTION I. PRECINCT DESCRIPTIONS:

Precinct 1-1.
The region bounded and described as follows: Beginning at the point of intersection of the St. Charles/St. John the Baptist Parish boundary and the center flow channel of the St. Charles Canal, and proceeding northeasterly and southeasterly along the St. Charles/St. John the Baptist Parish boundary to its intersection with the centerline of the Mississippi River, and proceeding southerly and easterly along the centerline of the Mississippi River to its intersection with the straight line extension of the centerline of Louisiana Highway 3142, and proceeding southeasterly along the centerline of Louisiana Highway 3142 to its intersection with the centerline of Louisiana Highway 3127, and proceeding easterly along the centerline of Louisiana Highway 3127 to its intersection with the center flow channel of Vial Canal, and proceeding southwesterly along the center flow channel of Vial Canal to its intersection with the center flow channel of the 80 Arpent Canal, and proceeding northeasterly along the center flow channel of the 80 Arpent Canal to its intersection with the center flow channel of the St Charles Canal, and proceeding easterly and northeasterly along the center flow channel St Charles Canal to its intersection with to the St. Charles/St. John the Baptist Parish boundary, the point of beginning.

Polling Place: Precinct 1-1 - Killona Fire House, 216 Adams Street, Killona, LA

Precinct 1-2.
The region bounded and described as follows: Beginning at the point of intersection of the straight line extension of the centerline of Louisiana Highway 3142 and the center flow channel of the Mississippi River , and proceeding easterly and southerly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of Louisiana Highway 3160 (Home Place), , and proceeding southwesterly and southerly along Louisiana Highway 3160 (Home Place) to its intersection with the centerline of Louisiana Highway 3127, and proceeding northwesterly along the centerline of Louisiana Highway 3127 to its intersection with the centerline of Louisiana Highway 3142, and proceeding northerly along the centerline of Louisiana Highway 3142 and its extension to its intersection with the center flow channel of the Mississippi River, the point of beginning.

Polling Place: Precinct 1-2 Hahnville Learning Center, 626 Pine Street, Hahnville, LA
Precinct 1-2A Hahnville Learning Center, 626 Pine Street, Hahnville, LA

Precinct 1-3.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of the Mississippi River and the straight centerline extension of Louisiana Highway 3160, and proceeding southerly and easterly along the centerline of the Mississippi River to its intersection with the centerline of Interstate 310, and proceeding southerly along the centerline of Interstate 310 to its intersection with the centerline of Louisiana Highway 3127, and proceeding northerly along the centerline of Louisiana Highway 3127 to its intersection with the centerline of Louisiana Highway 3160 (Home Place), and proceeding northerly along the centerline of Louisiana Highway 3160 (Home Place) and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, the point of beginning.

Polling Place: Precinct 1-3 Eual J. Landry, Sr. Middle School, 108 Tiger Circle, Hahnville, LA

Precinct 1-5.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of the southbound lane of Interstate 310 and the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding northerly along the centerline of Interstate 310 to its intersection with the center flow channel of the Boutte Canal, and proceeding southeasterly along the center flow channel of the Boutte Canal to its intersection with Louisiana Highway 52 (Paul Maillard Road), and proceeding southwesterly along the centerline of Louisiana Highway 52 (Paul Maillard Road) to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding westerly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the southbound lane of Interstate 310, the point of beginning.

Polling Place: Precinct 1-5 Luling Central Fire Station, 1603 Paul Maillard Road, Luling, LA

Precinct 1-6.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of the Mississippi River and the extension of the centerline of Destrehan Drive, and proceeding northeasterly along the centerline of Destrehan Drive and its extension to its intersection with the centerline of Eve St, and proceeding westerly along the centerline of Eve St to its intersection with the centerline of Murray Hill Drive, and proceeding northeasterly along the centerline of Murray Hill Drive to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding southeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline of South Destrehan Avenue, and proceeding southerly along the centerline of South Destrehan Avenue to its intersection with the centerline of Louisiana Highway 48, and proceeding easterly along the centerline of Louisiana Highway 48 to its intersection with the centerline of Interstate 310, and proceeding southwesterly along the centerline of Interstate 310 to its intersection with the centerline of the Mississippi River, and proceeding northwesterly along the centerline of the Mississippi River to its intersection with the straight centerline extension of Destrehan Drive, the point of beginning.

Polling Place: Precinct 1-6 Harry Hurst Middle School, 170 Road Runner Lane, Destrehan, LA

Precinct 2-1.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of Interstate 310 and the centerline of Union Pacific Railroad Tracks, and proceeding northerly along the centerline of Interstate 310 to its intersection with the centerline of the Mississippi River, and proceeding easterly along the centerline of the Mississippi River to its intersection with the straight line extension of Queenie Drive, and proceeding southerly along the centerline of Queenie Drive and its extension to its intersection with the centerline of Union Pacific Railroad Tracks, and proceeding westerly along the centerline of Union Pacific Railroad Tracks to the point of beginning.

Polling Place: Precinct 2-1 Luling Elementary School, 904 Sugarhouse Road, Luling, LA

Precinct 2-2.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of Louisiana Highway 52 (Paul Maillard Road) and the centerline of the Union Pacific Railroad Tracks, and proceeding easterly along the centerline of the Union Pacific Railroad Tracks to its intersection with the centerline of Queenie Drive (private), and proceeding southwesterly and easterly and southwesterly and southerly along along the centerline of Queenie Drive (Private) to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding southwesterly along the centerline of the Burlington Northern Santa Fe Railroad Track to its intersection with the centerline of Louisiana Highway 52 (Paul Maillard Road), and proceeding northeasterly along the centerline of Louisiana Highway 52 (Paul Maillard Road) to its intersection with the centerline of the centerline of the Union Pacific Railroad Tracks, the point of beginning.

Polling Place: Precinct 2-2 Luling Elementary School, 904 sugarhouse Road, Luling, LA

Precinct 2-3.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of the straight centerline extension of Queenie Drive (Private) and the center flow channel of the Mississippi River, and proceeding easterly along the center flow channel of the Mississippi River to its intersection with a straight line extension of the West Davis Diversion Levee, and proceeding southerly along the West Davis Diversion Levee to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding westerly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the centerline of Queenie Drive (Private), and proceeding northeasterly and northwesterly and northeasterly along the centerline of Queenie Drive (Private) and its extension to its intersection with the center flow channel of the Mississippi River, the point of beginning.

Polling Place: Precinct 2-3 Bible Center Church, 422 Barton Avenue, Luling, LA

Precinct 2-4.
The region bounded and described as follows: Beginning at the point of intersection of the straight line extension of the West Davis Diversion Levee and the center flow channel of the Mississippi River, and proceeding northeasterly along the center flow channel of the Mississippi River to its intersection with the St. Charles/Jefferson Parish line, and proceeding southerly along the St. Charles/Jefferson Parish line to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding southwesterly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the West Davis Diversion Levee, and proceeding northerly along the West Davis Diversion Levee and its straight line extension to its intersection with the center flow channel of the Mississippi River, the point of beginning.

Polling Place: Precinct 2-4 Ama Fire House, 104 Ellen Street, Ama, LA

Precinct 2-5.
The region bounded and described as follows: Beginning at the point of intersection of the straight line extension of the center flow channel of the Peterson Canal and the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding easterly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the St. Charles/Jefferson Parish line, and proceeding southerly along the St. Charles/Jefferson Parish line to its intersection with the shoreline of Lake Cataouatche, and proceeding westerly and southerly along the shoreline of Lake Cataouatche to its intersection with the center flow channel of the Louisiana Cypress Lumber Canal, and proceeding westerly and northerly along the center flow channel of the Louisiana Cypress Lumber Canal to its intersection with the center flow channel of the Cousin Canal, and proceeding northerly along the centerline of Cousin Canal to its intersection with the straight line extension of the Willow Ridge Hurricane Protection Levee, and proceeding, and proceeding easterly along the Willow Ridge Hurricane Protection Levee to its intersection with the straight line extension of the center flow channel of Peterson Canal, and proceeding northerly along the center flow channel of Peterson Canal to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, the point of beginning.

Polling Place: Precinct 2-5 Lakewood Elementary School, 501 East Heather Drive, Luling, LA
Precinct 2-5A Lakewood Elementary School, 501 East Heather Drive, Luling, LA

Precinct 2-6.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of South Destrehan Avenue and the centerline of Louisiana Highway 48 (River Road), and proceeding northerly along the centerline of South Destrehan Avenue to its intersection with the Canadian National, and proceeding easterly along the centerline of the Canadian Gulf Railroad Tracks to its intersection with the centerline of Interstate 310, and proceeding northeasterly along the centerline of Interstate 310 to its intersection with Louisiana Highway 626 (St. Rose Avenue), and proceeding southeasterly along the centerline of Louisiana Highway 626 (St. Rose Avenue) to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding southwesterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline of an unnamed private plant access road east of Ponderosa Road, and proceeding southeasterly and southeasterly along the unnamed plant road east of Ponderosa Road and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, and proceeding westerly along the center flow channel of the Mississippi River to its intersection with the centerline of Interstate 310, and proceeding northerly along the intersection of Interstate 310 to its intersection with the centerline of Louisiana Highway 48 (River Road), and proceeding westerly along the centerline of Louisiana Highway 48 (River Road) to its intersection with the centerline of South Destrehan Avenue, the point of beginning.

Polling Place: Precinct 2-6 Harry Hurst Middle School, 170 Road Runner Lane, Destrehan, LA

Precinct 3-1.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of United States Highway 61 (Airline Highway) and Ormond Boulevard, and proceeding easterly along the centerline of United States Highway 61 (Airline Highway) to its intersection with the centerline of Louisiana Highway 626 (Saint Rose Avenue), and proceeding southeasterly along the centerline of Louisiana Highway 626 (Saint Rose Avenue) to its intersection with the centerline of Interstate 310, and proceeding westerly and southwesterly along the centerline of Interstate 310 to its intersection with a powerline utility corridor, and proceeding westerly along the powerline utility corridor to its intersection with the centerline of Dunleith Drive, and proceeding northerly along the centerline of Dunleith Drive to its intersection with the centerline of Ashland Drive, and proceeding northwesterly along the centerline of Ashland Drive to its intersection with the centerline of Melrose Drive, and proceeding northeasterly along the centerline of Melrose Drive to its intersection with the centerline of Magnolia Drive, and proceeding westerly along the centerline of Magnolia Drive to its intersection with the centerline of Ormond Boulevard, and proceeding southwesterly along the centerline of Ormond Boulevard to its intersection with a powerline utility corridor, and proceeding northwesterly along the powerline utility corridor to its intersection with the center flow channel of the West Ormond Levee Canal, and proceeding northeasterly along the center flow channel of the West Ormond Levee Canal to its intersection with the centerline of the Kansas City Southern Railroad Tracks, and proceeding easterly along the centerline of the Kansas City Southern Railroad Tracks to its intersection with the centerline of Ormond Boulevard, and proceeding northerly along the centerline of Ormond Boulevard to its intersection with the centerline of United States Highway 61 (Airline Highway), the point of beginning.

Polling Place: Precinct 3-1 New Sarpy Elementary School, 130 Plantation Road, Destrehan, LA
Precinct 3-1A New Sarpy Elementary School, 130 Plantation Road, Destrehan, LA
Precinct 3-1B New Sarpy Elementary School, 130 Plantation Road, Destrehan, LA

Precinct 3-2.
Beginning at the intersection of the centerlines of the Canadian National Railroad Tracks and Ormond Boulevard; thence proceeding northeasterly and easterly along the centerline of Ormond Boulevard to its intersection with the centerline of Magnolia Drive; thence easterly along the centerline of Magnolia Drive to its intersection with the centerline of Melrose Drive; thence proceeding southwesterly along the centerline of Melrose Drive to its intersection with the centerline of Ashland Drive, thence proceeding southeasterly along the centerline of Ashland Drive to its intersection with centerline of Dunleith Drive; thence proceeding southerly along the centerline of Dunleith Drive to its intersection with a powerline utility corridor; thence proceeding easterly along the powerline utility corridor to its intersection with the centerline of Interstate 310; thence proceeding southerly along the centerline of Interstate 310 to its intersection with the centerline of the Canadian National Railroad Tracks; thence proceeding northwesterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline of Ormond Boulevard, the point of beginning.

Polling Place: Precinct 3-2 Ethel Schoeffner Elementary School, 140 Plantation Road, Destrehan, LA

Precinct 3-3.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of the Mississippi River and the extension of the centerline of River Point Drive, and proceeding northeasterly along the centerline of River Point Drive to its intersection with the centerline of Live Oak Drive, and proceeding southeasterly along the centerline of Live Oak Drive to its intersection with the centerline of Ormond Village Drive, and proceeding northeasterly along the centerline of Ormond Village Drive to its intersection with the centerline of the Canadian National Railroad , and proceeding southeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline of Murray Hill Drive, and proceeding southerly along the centerline of Murray Hill Drive to its intersection with the centerline of Eve Street, and proceeding easterly along the centerline of Eve Street to its intersection with the centerline of Destrehan Drive, and proceeding southerly along the centerline of Destrehan Drive and its extension to its intersection with the centerline of the Mississippi River, and proceeding westerly along the centerline of the Mississippi River to its intersection with the straight centerline extension of River Point Drive, the point of beginning.

Polling Place: Precinct 3-3 Destrehan High School, #1 Wildcat Drive, Destrehan, LA

Precinct 3-4.
Beginning at the point of intersection of the straight line extension of the center flow channel of the West Ormond Levee Canal and the centerline of the Canadian National Railroad Tracks; thence proceeding northeasterly along the center flow channel of the West Ormond Levee Canal to its intersection with a powerline utility corridor; thence proceeding southwesterly along the powerline utility corridor to its intersection with the centerline of Ormond Boulevard; thence proceeding southwesterly along the centerline of Ormond Boulevard to its intersection with the centerline of the Canadian National Railroad Tracks; thence proceeding northwesterly along the centerline of the Canadian National Railroad Tracks to its intersection with the straight line extension of the center flow channel of the West Ormond Levee Canal, the point of beginning.

Polling Place: Precinct 3-4 Ethel Schoeffner Elementary School, 140 Plantation Road, Destrehan, LA

Precinct 4-1.
The region bounded and described as follows: Beginning at the point of intersection of the St. Charles/St. John the Baptist Parish line and center flow channel of the St. Charles Canal, and proceeding southerly along the center flow channel of the St. Charles Canal and the 80 Arpent Canal to its intersection with the center flow channel of the Vial Canal, and proceeding easterly along the center flow channel of the Vial Canal to its intersection with the centerline of Louisiana Highway 3127, and proceeding southerly along the centerline of Louisiana Highway 3127 to its intersection with the center flow channel of the 80 Arpent Canal, and proceeding westerly along the center flow channel of the Eighty Arpent Canal to its intersection with the center flow channel of the Paradis Canal, and proceeding southerly along the center flow channel of the Paradis Canal to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding westerly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the centerline of Louisiana Highway 306 (Bayou Gauche Road), and proceeding southerly along the centerline of Louisiana Highway 306 (Bayou Gauche Road) to its intersection with Kerry's Pointe West, and proceeding southerly along Kerry's Pointe West and its straight centerline extension to its intersection with the center flow channel of Bayou Gauche, and proceeding westerly along the center flow channel of Bayou Gauche to its intersection with the St. Charles/Lafourche Parish line in Petit Lac Des Allemand, and proceeding westerly and northerly along the St. Charles/Lafourche Parish line to its intersection with the St. Charles/St. John the Baptist Parish line, and proceeding northerly along the St. Charles/St. John the Baptist Parish line to its intersection with the center flow channel of the St. Charles Canal, the point of beginning.

Polling Place: Precinct 4-1 St. Gertrude Education Center, 17336 LA 631, Des Allemands, LA
Precinct 4-1A St. Gertrude Education Center, 17336 LA 631, Des Allemands, LA

Precinct 4-2.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of Louisiana Highway 306 (Bayou Gauche Road) and the center flow channel of Canal Number Six, and proceeding easterly along the center flow channel of Canal Number Six and its straight line extension to its intersection with the center flow channel of the Paradis Canal, and proceeding northerly along the center flow channel of the Paradis Canal to its intersection with the center flow channel of the Magnolia Ridge Levee Canal, and proceeding easterly along the center flow channel of the Magnolia Ridge Levee Canal to its intersection with a power transmission line, and proceeding southerly and easterly along the power transmission line to its intersection with the center flow channel of the Cousin Canal, and proceeding southerly along the center flow channel of the Cousin Canal to its intersection with the center flow channel of the Louisiana Cypress Lumber Canal, and proceeding southeasterly and easterly along the center flow channel of the Louisiana Cypress Lumber Canal to its intersection with the shoreline of Lake Cataouatche (, and proceeding northeasterly along the shoreline of Lake Cataouatche to its intersection with the St. Charles/Jefferson Parish line, and proceeding southerly along the St. Charles/Jefferson Parish line to its intersection with the St. Charles/Lafourche Parish line, and proceeding westerly along the St. Charles/Lafourche Parish line to its intersection with the center flow channel of Bayou Gauche in Petit Lac Des Allemands, and proceeding westerly along the center flow channel of Bayou Gauche to its intersection with the straight centerline extension of Kerry's Pointe West, and proceeding northerly along the centerline of Kerry's Point West to its intersection with the centerline of Louisiana Highway 306 (Bayou Gauche Road), and proceeding northerly along the centerline of Louisiana Highway 306 (Bayou Gauche Road) to its intersection of the center flow channel of Canal Number Six, the point of beginning.

Polling Place: Precinct 4-2 Bayou Gauche Fire House, 410 First Street, Bayou Gauche, LA

Precinct 4-3.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of the Burlington Northern Santa Fe Railroad Tracks and the centerline of Louisiana Highway 306 (Bayou Gauche Road), and proceeding northeasterly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the center flow channel of the Paradis Canal, and proceeding easterly and southerly along the centerline of Paradis Canal to its intersection with the straight line extension of the center flow channel of Canal Number Six, and proceeding westerly along the center flow channel of Canal Number Six to its intersection with the centerline of Louisiana Highway 306 (Bayou Gauche Road), and proceeding northerly along the centerline of Louisiana Highway 306 (Bayou Gauche Road) to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, the point of beginning.

Polling Place: Precinct 4-3 J. B. Martin Middle School, 434 South Street, Paradis, LA

Precinct 4-4.
The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Paradis Canal and the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding northerly along the center flow channel of the Paradis Canal to its intersection with the center flow channel of the Eighty Arpent Canal, and proceeding southeasterly along the center flow channel of the Eighty Arpent Canal to its intersection with the centerline of Louisiana Highway 3127, and proceeding southerly along the centerline of Louisiana Highway 3127 to its intersection with the centerline of Interstate 310, and continuing southerly along the centerline of Interstate 310 to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding easterly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the straight centerline extension of River Ridge Drive, and proceeding southwesterly along the centerline of River Ridge Drive to its intersection with center flow channel of the Blouin Canal, and proceeding westerly along the center flow channel of Blouin Canal to its intersection with the center flow channel of the Cousin Canal, and proceeding southerly along the center flow channel of the Cousin Canal to its intersection with a power transmission line, and proceeding westerly and northwesterly along the power transmission line to its intersection with the center flow channel of the Magnolia Ridge Levee Canal, and proceeding westerly and southerly along the center flow channel of the Magnolia Ridge Levee Canal to its intersection with the center flow channel of the Paradis Canal, and proceeding northerly and westerly along the center flow channel of the Paradis Canal to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, the point of beginning.

Polling Place: Precinct 4-4 Hahnville High School, 200 Tiger Drive, Boutte, LA

Precinct 5-1.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of Canadian National Railroad Tracks and the centerline of an unnamed plant access road east of Ponderosa Road, and proceeding northeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline extension of Oak St, and proceeding southerly along the centerline of Oak St and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, and proceeding westerly along the center flow channel of the Mississippi River to its intersection with an straight centerline extension of an unnamed plant access road east of Ponderosa Road, and proceeding northerly and easterly and northerly along the centerline of the unnamed plant access road to its intersection with the centerline of the Canadian National Railroad Tracks, the point of beginning.

Polling Place: Precinct 5-1 St. Rose Elementary School, 230 Pirate Drive, St. Rose, LA

Precinct 5-3.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of the Canadian National Railroad Tracks and the straight centerline extension of Oak Street, and proceeding northeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline of Giardina Farm Road running west of and parallel to Palmino Drive, and proceeding southerly along the centerline of Giardina Farm Road to its intersection with the centerline of Louisiana Highway 48 (River Road), and proceeding southwesterly along the centerline of Louisiana Highway 48 (River Road) to its intersection with the centerline of Oak Street, and proceeding northerly along with the centerline of Oak Street to its intersection with the centerline of the Canadian National Railroad Tracks, the point of beginning.

Polling Place: Precinct 5-3 St. Rose Elementary School, 230 Pirate Drive, St. Rose, LA

Precinct 5-4.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of the Canadian National Railroad Tracks and Giardina Farm Road west of and running parallel to the centerline of Palmino Drive, and proceeding easterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline of Louisiana Highway 50 (Almedia Road), and proceeding southerly along the centerline of Louisiana Highway 50 (Almedia Road) and its extension to its intersection with the center flow channel of the Mississippi River, and proceeding southerly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of Giardina Farm Road located

west of and running parallel to Palimino Drive, and proceeding northwesterly along Giardina Farm Road to its intersection with the centerline of the Canadian National Railroad Tracks, the point of beginning.

Polling Place: Precinct 5-4 Albert Cammon Middle School, 234 Pirate Drive, St. Rose, LA

Precinct 5-5.
The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Cross Bayou Canal and the centerline of United States Highway 61 (Airline Highway), and proceeding northerly along the center flow channel of the Cross Bayou Canal to its intersection with the center flow channel of Bayou La Branch, and continuing northerly along the center flow channel of Bayou La Branch to its intersection with the shoreline of Lake Pontchartrain, and proceeding easterly along the shoreline of Lake Pontchartrain to its intersection with the St. Charles/Jefferson Parish line, and proceeding southerly along the St. Charles/Jefferson Parish Lane to its intersection with the center flow channel of the Mississippi River, and proceeding westerly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of Louisiana Highway 50 (Almedia Road), and proceeding northerly along the centerline of Louisiana Highway 50 (Almedia Road) to its intersection with the centerline of Canadian National Railroad Tracks, and proceeding southwesterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline of Louisiana Highway 626 (Saint Rose Avenue), and proceeding northerly along the centerline of Louisiana Highway 626 (Saint Rose Avenue) to its intersection with the centerline of United States Highway 61 (Airline Highway), and proceeding westerly along the centerline of United States Highway 61 (Airline Highway) to its intersection with the extension of the center flow channel of the Cross Bayou Canal, the point of beginning.

Polling Place: Precinct 5-5 Albert Cammon Middle School, 234 Pirate Drive, St. Rose, LA

Precinct 5-6.
The region bounded and described as follows: Beginning at the point of intersection of the centerlines of Louisiana Highway 48 (River Road) and Oak Street, and proceeding northeasterly along the centerline of Louisiana Highway 48 (River Road) to its intersection with the centerline of Giardina Farm Road, and proceeding southeasterly along the straight centerline extension of Giardina Farm Road to its intersection with the center flow channel of the Mississippi River, and proceeding southwesterly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of Oak Street, and proceeding northwesterly along the straight centerline extension of Oak Street to its intersection with the centerline of Louisiana Highway 48 (River Road), the point of beginning.

Polling Place: Precinct 5-6 St. Rose Elementary School, 230 Pirate Drive, St. Rose, LA

Precinct 6-1.
The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Mississippi River and the St. Charles/St. John the Baptist Parish line, and proceeding northerly along the St. Charles/St. John the Baptist Parish line to its intersection with the shoreline Lake Pontchartrain, and proceeding easterly along the shoreline of Lake Pontchartrain to its intersection with the straight centerline extension of the West Upper Guide Levee, and proceeding southwesterly and southerly along the centerline of the West Upper Guide Levee to its intersection with the centerline of Powerland Street, and continuing southerly along the centerline of Powerland Street and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, and proceeding westerly along the center flow channel of the Mississippi River to its intersection with the St. Charles/St. John the Baptist Parish line, the point of beginning.

Polling Place: Precinct 6-1 Zephirin L. Perilloux Firehouse, 17830 River Road, Montz, LA

Precinct 6-2.
The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Mississippi River and the centerline extension of Powerland Street, and proceeding northerly and westerly and northeasterly along the centerline of Powerland Street to its intersection with the centerline of Upper Guide Levee, and proceeding northeasterly along the centerline of Upper Guide Levee and its straight centerline extension to its intersection with the shoreline of Lake Pontchartrain, and proceeding southeasterly along the shoreline of Lake Pontchartrain to its intersection with the straight centerline extension of Lower Guide Levee Road, and proceeding southwesterly along the centerline of Lower Guide Levee to its intersection with the centerline of United States Highway 61 (Airline Highway), and proceeding southeasterly along the centerline of United States Highway 61 (Airline Highway) to its intersection with the centerline of Louisiana Highway 48 (Apple Street), and proceeding southerly along the centerline of Louisiana Highway 48 (Apple Street) and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, and proceeding westerly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of Powerland Street, the point of beginning.

Polling Place: Precinct 6-2 Norco Elementary School, 102 Fifth Street, Norco, LA
Precinct 6-2A Norco Elementary School, 102 Fifth Street, Norco, LA

Precinct 6-4.
The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Mississippi River and the straight centerline extension of Louisiana Highway 48 (Apple Street), and proceeding northerly along the centerline of Louisiana Highway 48 (Apple Street) to its intersection with the centerline of United States Highway 61 (Airline Highway), and proceeding northwesterly along the centerline of United States Highway 61 (Airline Highway) to its intersection with the centerline of Lower Guide Levee Road, and proceeding northeasterly along the centerline of Lower Guide Levee Road and its extension to its intersection with the shoreline of Lake Ponchartrain, and proceeding easterly along the shoreline of Lake Pontchartrain to its intersection with the center flow channel of Bayou LaBranche, and proceeding southerly along the center flow channel of Bayou LaBranche to its intersection with the center flow channel of the Cross Bayou Canal, and proceeding southerly along the centerline of United States Highway 61 (Airline Highway), and proceeding westerly along the centerline of United States Highway 61 (Airline Highway) to its intersection with the center flow channel of the Troxclair Canal, and proceeding southwesterly along the center flow channel of the Troxclair Canal to its intersection with the Canadian National Rail Road Tracks, and proceeding northwesterly along centerline of the Canadian National Rail Road Tracks to its intersection with the straight centerline extension of Annex Street, and proceeding southwesterly along the centerline of Annex Street to its intersection with the centerline of Short Street, and proceeding southeasterly along the centerline of Short Street to its intersection with the centerline of Clement Street, and proceeding southwesterly along the centerline of Clement Street and its extension to its intersection with the center flow channel of the Mississippi River, and proceeding northerly and northwesterly along the centerline of the Mississippi River to its intersection with the straight centerline extension of Louisiana Highway 48 (Apple Street), the point of beginning.

Polling Place: Precinct 6-4 Union Hall, 601 Goodhope Street, Norco, LA

Precinct 6-6.
The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Mississippi River and the straight centerline extension of Clement Street, and proceeding northeasterly along the centerline of Clement Street to its intersection with the centerline of Short Street, and proceeding northwesterly along the centerline of Short Street to its intersection with the centerline of Annex Street, and proceeding northeasterly along the centerline of Annex Street and its extension to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding southeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the center flow channel of the Troxclair Canal, and proceeding northeasterly along the center flow channel of the Troxclair Canal to its intersection with the centerline of United States Highway 61 (Airline Highway), and proceeding easterly along the centerline of United States Highway 61 (Airline Highway) to its intersection with the centerline of Ormond Boulevard, and proceeding southerly along the centerline of Ormond Boulevard to its intersection with the centerline of the Kansas City Southern Railroad Tracks, thence westerly along the centerline of the Kansas City Southern Railroad Tracks to its intersection with the center flow channel of the West Ormond Levee Canal, and proceeding southerly and westerly and south westerly along the center flow channel of the West Ormond Levee Canal and its extension to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding northeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the straight line extension of West Lawson Street, and proceeding southwesterly along the centerline of West Lawson Street to its intersection with the centerline of Park Avenue, and proceeding westerly along the centerline of Park Avenue and its extension to its intersection with the center flow channel of the Mississippi River, and proceeding northerly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of Clement Drive, the point of beginning.

Polling Place: Precinct 6-6 Alan Arterbury Building, 14564 River Road, New Sarpy, LA

Precinct 6-7.
The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Mississippi River and the straight centerline extension of Park Avenue, and proceeding easterly along the centerline of Park Avenue to its intersection with the centerline of West Lawson Street, and proceeding northeasterly along West Lawson Street and its extension to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding southeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the straight centerline extension of Carolyn Drive, and proceeding southwesterly along the centerline of Carolyn Drive and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, and proceeding northerly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of Park Avenue, the point of beginning.

Polling Place: Precinct 6-7 Alan Arterbury Building, 14564 River Road, New Sarpy, LA

Precinct 6-8.
The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Mississippi River and an the centerline extension of Carolyn Drive, and proceeding northeasterly along the centerline of Carolyn Drive and its extension to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding southerly along the centerline of Canadian National Railroad Tracks to its intersection with the centerline of Ormond Village Drive, and proceeding southwesterly along the centerline of Ormond Village Drive to its intersection with the centerline of Live Oak Drive, and proceeding northeasterly along the centerline of Live Oak Drive to its intersection with the centerline of River Point Drive, and proceeding southwesterly along the centerline of River Point Drive and its extension to its intersection with the center flow channel of the Mississippi River, and proceeding northerly along the center flow channel of the Mississippi River to its intersection with the centerline extension of Carolyn Drive, the point of beginning.

Polling Place: Precinct 6-8 Destrehan High School, #1 Wildcat Drive, Destrehan, LA

Precinct 7-1.
The region bounded and described as follows: Beginning at the point of intersection of the centerline extension of River Ridge Drive and the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding northeasterly along the centerline of the Burlington Northern Santa Fe Railroad Tracks its intersection with the straight centerline extension of Coronado Drive, and proceeding southwesterly along the centerline of Coronado Drive to its intersection with the extension of the Desoto Drive Levee, and proceeding northeasterly and southwesterly along the Desoto Drive Levee and its extension across Primrose Drive to its intersection with the center flow channel of the Ellington Canal, and proceeding southwesterly along the center flow channel of the Ellington Canal to its intersection with the center flow channel of the Blouin Canal, and proceeding westerly along the center flow channel of the Blouin Canal to its intersection with the centerline of River Ridge Drive, and proceeding northerly along the centerline of River Ridge Drive and its straight centerline extension to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, the point of beginning.

Polling Place: Precinct 7-1 Mimosa Park Elementary School, 222 Birch Street, Luling, LA

Precinct 7-2.
The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Ellington Canal and the center flow channel of the Blouin Canal, and proceeding easterly along the center flow channel of the Ellington Canal to its intersection with a levee east of Desoto Drive, and proceeding northerly and westerly along the Desoto Drive levee to its intersection with the centerline of Coronado Drive, and proceeding northerly along the centerline of Coronado Drive and its straight centerline extension to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding easterly along the centerline of the Burlington Northern Santa Fe Railroad to its intersection with the centerline extension of Mimosa Ave, and proceeding southerly along the centerline of Mimosa Avenue and its centerline extension to its intersection with the center flow channel of the Ellington Canal, and proceeding southeasterly along the center flow channel of the Ellington Canal to its intersection with the center flow channel of the Cousin Canal, and proceeding southerly along the center flow channel of the Cousin Canal to its intersection with the center flow channel of the Blouin Canal, and proceeding northwesterly along the center flow channel of the Blouin Canal to its intersection with the center flow channel of the Ellington Canal, the point of beginning.

Polling Place: Precinct 7-2 Mimosa Park Elementary School, 222 Birch Street, Luling, LA
Precinct 7-2A Mimosa Park Elementary School, 222 Birch Street, Luling, LA

Precinct 7-3.
The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Ellington Canal and the centerline extension of Mimosa Avenue, and proceeding northerly along the centerline of Mimosa Avenue and its centerline extension to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding easterly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the straight line extension of the center flow channel of the Peterson Canal, and proceeding southerly along the center flow channel of the Peterson Canal and its straight line extension to its intersection with the Willow Ridge Hurricane Protection Levee, and proceeding westerly along the Willow Ridge Hurricane Protection Levee and its extension to its intersection with the center flow channel of the Cousin Canal, and proceeding northerly along the center flow channel of the Cousin Canal to its intersection with center flow channel of the Ellington Canal, and proceeding westerly along the center flow channel of the Ellington Canal to its intersection with the straight centerline extension of Mimosa Avenue the point of beginning.

Polling Place: Precinct 7-3 A. A. Songy Kindergarten Center, 523 East Heather Drive, Luling, LA
Precinct 7-3A A. A. Songy Kindergarten Center, 523 East Heather Drive, Luling, LA

Precinct 7-4.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of Interstate 310 and the center flow channel of the Boutte Canal, and proceeding easterly along the centerline of Interstate 310 to its intersection with the centerline of the Union Pacific Railroad Tracks, and proceeding easterly along the centerline of the of Union Pacific Railroad Tracks to its intersection with the centerline of Louisiana Highway 52 (Paul Maillard Road), and proceeding southerly along the centerline of Louisiana Highway 52 (Paul Maillard Road) to its intersection with the center flow channel of the Boutte Canal, and proceeding northwesterly along the centerline of Boutte Canal to its intersection with Interstate 310, the point of beginning.

Polling Place: Precinct 7-4 Luling Elementary School, 904 Sugarhouse Road, Luling, LA
Precinct 7-4A Luling Elementary School, 904 Sugarhouse Road, Luling, LA

SECTION II. Should any section, part or provision of this Ordinance be declared by any court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION III. All ordinances or parts of ordinances in conflict herewith or incompatible with the provision of this Ordinance are hereby repealed.

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-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 2nd day of May, 2022, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapostato
DLVD/PARISH PRESIDENT: May 3, 2022
APPROVED: ✓ DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 4, 2022
AT: 1:10 pm RECD BY:

2022-0116
INTRODUCED BY: MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
ORDINANCE NO. 22-5-6
An ordinance to amend the Code of Ordinances to revise Chapter 15, Motor Vehicles and Traffic, Section 15-9. Speed Limits (a) to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on **Vidal Street, Amelia Street, and Triche Street, Ama, to ten (10) miles per hour.**

WHEREAS, paragraph (a) of Section 15-9 of the Code provides that it is unlawful to operate any motor vehicle at a speed in excess of twenty-five (25) miles per hour on Parish streets; and,
WHEREAS, that Paragraph (a) of Section 15-9 has been amended to provide exceptions; and,
WHEREAS, said streets are substandard with no shoulder, the current twenty-five (25) miles per hour speed limit is unsafe for the existing conditions; and,
WHEREAS, the Parish Council desires to provide an exception to lower the speed limit on Vidal Street, Amelia Street, and Triche Street in Ama to ten (10) miles per hour.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Chapter 15 Motor Vehicles and Traffic, Section 15-9. Speed Limits (a) of the Traffic Code is hereby amended as follows, with new text underlined and deleted text in ~~strikethough~~:

(a) It shall be unlawful for any person to operate any motor vehicle at a speed in excess of twenty-five (25) miles per hour on any of the Parish streets, roads, highways and bridges,

EXCEPT:
(91) Vidal Street in Ama, speed limit shall be ten (10) miles per hour.
(92) Amelia Street in Ama, speed limit shall be ten (10) miles per hour.
(93) Triche Street in Ama, speed limit shall be ten (10) miles per hour.

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-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 2nd day of May, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapotato
DLVD/PARISH PRESIDENT: May 3, 2022
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 4, 2022
AT: 1:10 pm RECD BY:

2022-0117
INTRODUCED BY: MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
ORDINANCE NO. 22-5-7
An ordinance to amend Ordinance No. 83-5-3, to lower the speed limit on Allen Drive, Ama, to ten (10) miles per hour.

WHEREAS, Traffic Control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9; and,
WHEREAS, on May 2, 1983, the St. Charles Parish Council approved Ordinance No. 83-5-3, amending Ordinance 82-10-9, Traffic Code for St. Charles Parish, to include those traffic control signs, devices and markings installed prior to adoption date of Ordinance 82-10-9; and,
WHEREAS, Exhibit "A" to Ordinance No. 83-5-3 indicates 15 mph sign on Allen Drive in Ama; and,
WHEREAS, Allen Drive in Ama is substandard with no shoulder, the current fifteen (15) miles per hour speed limit is unsafe for the existing conditions; and,
WHEREAS, in accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto; and,
WHEREAS, the Parish Council desires to provide an exception to lower the speed limit on Allen Drive in Ama to ten (10) miles per hour.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance No. 83-5-3 is hereby amended to lower the speed limit on Allen Drive, Ama, to (10) miles per hour.

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-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 2nd day of May, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapotato
DLVD/PARISH PRESIDENT: May 3, 2022
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 4, 2022
AT: 1:10pm RECD BY:

2022-0118
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF WATERWORKS)
ORDINANCE NO. 22-5-8
An ordinance approving and authorizing the execution of a Professional Services Agreement with Principal Engineering, Inc., to perform A/E Services for Department of Waterworks East and West Bank Generators and Structure Project (Project No. WWKS111), in the amount not to exceed $217,350.00.

WHEREAS, the Parish desires to replace an existing generator at the East Bank Water Treatment Plant with two smaller generators, and an existing generator at the West Bank Water Treatment Plant with two smaller generators; and,
WHEREAS, the proposed changes to the East Bank and West Bank Water Treatment Plant generators will improve their operational effectiveness and allow for more efficient maintenance during times of their emergency use; and,
WHEREAS, the Professional Services Agreement between St. Charles Parish and Principal Engineering, Inc. describes the details of the proposed services and compensation and these said services will facilitate the design of the aforementioned improvements.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Principal Engineering, Inc., to perform A/E Services for Department of Waterworks East and West Bank Generators and Structure Project (Project No. WWKS111) as required by the Department of Waterworks, in the amount not to exceed $217,350.00, 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-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 2nd day of May, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapotato
DLVD/PARISH PRESIDENT: May 3, 2022
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 4, 2022
AT: 1:10pm 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 Principal Engineering, 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 A/E Services for Department of Waterworks East and West Bank Generators and Structure Project No. WWKS 111.

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:

A/E Services for Department of Waterworks East and West Bank Generators and Structure
Project No. WWKS 111

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 architectural, civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.

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

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

3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.

3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.

3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

4.2 Consultant may retain a set of documents for its files.

4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.

4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.

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

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

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

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

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

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

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

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.
If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.

11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.

11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.

11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.

11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.

11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, 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 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D".

17.0 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:

Jennifer Cruz

Billy Raymond

ST. CHARLES PARISH

M. L. Jewell

By: Matthew Jewell
Parish President

7-4-22
Date:

WITNESSES:

_____

_____

PRINCIPAL ENGINEERING, INC.

_____
By: Henry I. DiFranco, Jr.
President

_____
Date:

ATTACHMENT "A"

A/E Services for Department of Waterworks East and West Bank Generators and Structure
Project No. WWKS 111

PROJECT SCOPE:

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

CONSULTANT shall provide professional architectural and engineering services for the following scope of work:

EAST BANK:
The project objective is to size and replace an existing generator at the East Bank WTP with (2) smaller generators (500KW each) and connecting each to operate in parallel. Replace existing automatic transfer switch with new paralleling switchgear. This option will allow the plant to operate only (1) generator when working at a normal load. It would allow the single generator to operate at a much more efficient load. The (2) generators could alternate operation thus extended the life of each unit. It would also allow for routine maintenance to have (1) generator offline and not be without backup. The paralleling feature would allow weekly operation and testing of the generators that would sync with the utility and not create a "blink" in power. The typical 5-8 second blink in power creates a quick start/stop of the pumps and occasionally creates maintenance problem with piping and valves due to water hammer; therefore, this option allows plant managers a more efficient operation. In addition, the project includes the design of a metal building cover with associated foundation, slab, and site runoff considerations.

WEST BANK:
The project included the replacement of the existing generator with (2) smaller units (preliminary estimate is 350KW each) and to connect to existing automatic transfer switches. The design services are based on the site visit and discussion with plant operators. The design scope will include electrical details and specifications for replacement of the existing generator and is outlined briefly by the following: (1) Electrical service and relative panels, two MCCs, and motors will be reviewed for load study; (2) Coordination will be required with plant operators to determine which motors are no longer being used and which motors operate in sequence or simultaneously; (3) Evaluation of two existing automatic transfer switches; (4) Evaluation of existing main electrical service switchgear; (5) Replacement or Upgrade of two existing ATS and (6) Sizing of two generators to be operated in parallel and properly operate the plant under "real" load conditions. Generators will be sized such that (1) generator will operate plant under normal load conditions. During emergency or higher volume operations, the 2nd generator will operate in parallel. The use of dual generators will allow for more efficient load conditions and allow for maintenance and/or alternating use of each generator unit.

BASIC SERVICES:

The CONSULTANT shall provide all basic services required to complete the project including all necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this agreement, including attendance by the CONSULTANT at project conferences and public hearings.

A. PRELIMINARY DESIGN PHASE:

1. Coordinate all topographic surveys and other investigations as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently to enable proper plans to be made to modify such utilities to fit the project.
2. Prepare a program of borings and other soil investigations that may be required for proper design.
3. Plot information obtained from surveyor on proper plan.
4. Prepare preliminary layouts and sketches as required to develop design criteria.
5. Prepare a preliminary cost estimate outlining all expected items of work and current unit prices for these items.
6. Assist the OWNER with the preparation of State and Federal Grant applications.
7. Provide written notice to all utility companies (private and public) about the project and request utility "as-built" information from them.

B. DESIGN PHASE:

1. Prepare detailed construction plans, specifications, and contract documents. These plans are to include locations of all utilities affected, and ownership and taking lines of rights-of-way where required. The existence and ownership of any existing utilities shall be determined by contacting

each utility provider in writing to obtain such records as may be available and information from the topographic survey conducted by the CONSULTANT. At the earliest time at which the state of completion of the plans will allow an effective review of the design work, sufficient sets of plans and specifications shall be furnished the OWNER for examination. Upon receipt by the CONSULTANT of comments by the OWNER, the CONSULTANT shall revise and complete the plans.

2. Prepare necessary applications for permits for submission to and approval of local, state, and federal authorities.
3. Prepare a detailed Final Cost Estimate.
4. Coordinate with proper utility companies the adjustment, relocation or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.

C. BIDDING PHASE:

1. Assist the OWNER in obtaining bids, attend bid opening, make tabulation and analysis of bids received, make recommendations and render assistance in award of contracts.
2. Furnish sufficient sets of plans and specifications for the bid process.
3. Prepare and distribute all necessary addenda.

D. CONSTRUCTION PHASE:

1. Prepare formal contract documents for the execution of the construction contract.
2. Provide a competent Project Engineer or Architect, as applicable, and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.
3. The CONSULTANT is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the CONSULTANT.
4. Establish construction monuments, project baseline, and benchmarks as necessary.
5. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
6. Require and review tests of materials necessary for the project.
7. Determine contract pay quantities, including necessary materials checking.
8. Verify and approve contractor's pay estimates and submit same to OWNER.
9. Prepare progress reports for the OWNER when requested.
10. Prepare detailed drawings as necessary to supplement the construction drawings.
11. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
12. Perform final inspection and make a recommendation for acceptance.
13. Verify and approve Testing Laboratory pay estimates and submit same to OWNER.
14. Prepare all necessary documentation required for construction change orders.
15. Prepare written recommendation for all required changes to plans and specifications during construction.
16. Attend Council meetings and other meetings as necessary to discuss issues associated with the project.

E. RECORD DRAWINGS:

The CONSULTANT shall furnish "RECORD" drawings, based on information provided by the contractor, on CD in both ACAD and PDF formats. The CONSULTANT shall also furnish 3 sets of full-size plots/copies of "RECORD" drawings.

SUPPLEMENTAL SERVICES:

A. PERMITTING PHASE:

CONSULTANT shall obtain all necessary permits required for the construction and installation of the new generators and new structure.

B. TOPOGRAPHIC SURVEYING:

CONSULTANT shall perform a topographic survey to site the improvements and obtain all existing utility and elevations necessary for the project.

C. GEOTECHNICAL ENGINEERING:

CONSULTANT shall obtain a soil boring and prepare a geotechnical report to determine soil capacities and foundation recommendations for the new structure.

D. RESIDENT PROJECT REPRESENTATIVE (RPR):

CONSULTANT will use an experienced Resident Inspector on staff that will be available to be onsite for the duration of construction should the OWNER request this service. The inspector will provide detailed descriptions and photos of construction progress to Owner per Owner's delivery schedule. Resident Inspection Services will be performed per the EJCDC's "Duties, Responsibilities and Limitations of Authority of the Resident Project Representative".

ATTACHMENT "B"

A/E Services for Department of Waterworks East and West Bank Generators and Structure
Project No. WWKS 111

Project Schedule:

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

	Number of Days to Complete
Evaluation/Programming Phase	60
Preliminary Design Phase	90
Design Phase	120
Bidding Phase	60
Construction Phase	180
Record Drawing Phase	45

ATTACHMENT "C"

A/E Services for Department of Waterworks East and West Bank Generators and Structure
Project No. WWKS 111

A/E FEES:

BASIC SERVICES:

Basic Service A/E Fees are established utilizing the State of Louisiana Facility Planning and Control (FP&C) 2021 Fee Formula/Curve, Attached as Attachment C-1. The estimate of probable construction cost is $2.7M. An interpolation of the FP&C Curve for the estimate of probable construction cost establishes a Basic Services Fee percentage of 8.05%. The Total Basic Services Fee is therefore, $2,700,000 x .0805 = $217,350. The Basic Services Fee is a Lump Sum (LS) fee payable upon a percentage compete of each phase of the project through construction.

FP&C Curve Fee (100%)	-	$217,350.00 (LS)

The Basic Services Fee is proportioned as follows:

Preliminary Design Phase (25%)	-	$54,337.50 (LS)
Design Phase (45%)	-	$97,807.50 (LS)
Bidding Phase (5%)	-	$10,867.50 (LS)
Construction Phase (20%)	-	$43,470.00 (LS)
Record Drawing Phase (5%)	-	$10,867.50 (LS)

SUPPLEMENTAL SERVICES:

For performance of supplemental services, the Owner shall authorize and pay the CONSULTANT a not-to-exceed fee, based on the hourly rates attached as Attachment C-2 and actual time worked and direct expenses incurred or if performed by sub-consultant, equal to the actual amount invoiced time 1.10 up to the amount of the contract not-to-exceed.

Topographic Survey	-	$10,000 (NTE)
Geotechnical Engineering	-	$10,000 (NTE)
Project Permitting	-	$5,000 (Hourly Not-to-Exceed)
Resident Project Representative*	-	$75,000 (Hourly Not-to-Exceed)

*Only as requested by OWNER per the written Scope of Work in Attachment "A". Established RPR budget is based on an estimated construction period of 120 calendar days.

Additional Services as described in the agreement and requested by the OWNER in writing shall be based on the hourly rates and direct expenses attached as Attachment C-2.

ATTACHMENT "D"

A/E Services for Department of Waterworks East and West Bank Generators and Structure
Project No. WWKS 111

2 CFR Part 200 - PROVISIONS FOR FEMA PUBLIC ASSISTANCE FUNDING - Since this contract may be eligible for FEMA reimbursement, the following provisions may be applicable to this bid solicitation and subsequent Contract.

EQUAL EMPLOYMENT OPPORTUNITY (2 CFR 200 Appendix II(C)) – Applies to all construction contracts - *"During the performance of this contract, the contractor agrees as follows:* The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive order 11375 of October 13, 1967, as supplemented in Department of Labor regulation. Contractors are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply.

COMPLIANCE WITH REPORTING REQUIREMENTS (2 CFR 200.327-.329) – Applies to all contracts - In the event of a declared emergency, Contractors are subject to FEMA and/or GOHSEP reporting requirements, i.e. program performance, financial and progress reports. Contractor shall complete and submit all reports, in such form and according to such schedule as may be required by the Owner / Agency.

BYRD ANTI-LOBBYING AMENDMENT (2 CFR 200 Appendix II (I)) – Applies to all contracts - Contractor that apply or bid for a contract must certify that it will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any Federal Award.

ACCESS TO RECORDS (2 CFR 200.336) – Applies to all contracts - The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of three (3) years from the date of the submission of the grantee's final expenditure report.

RETENTION OF RECORDS (2 CFR 200.333) – Applies to all contracts - In the event of a declared emergency, contractor shall retain all required records for three years after the termination date of the contract and all other pending matters are closed.

ENERGY EFFICIENCY – Appendix II(H) – Applies to all contracts - Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plant (LA RS 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

PROHIBITIONS OF AWARDS TO DEBARRED AND SUSPENDED PARTIES (2 CFR 200 Appendix II (I)) – Applies to all contracts - The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of the Excluded Parties List System can be conducted using the System for Award Management provided by the General Services Administration at https://www.sam.gov.

The Contractor must notify the Owner in the event of it and its Subcontractors being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the Contractor and/or its Subcontractors is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200 Appendix II (J) See 200.322) – Applies to all contracts - The Contractor and its Subcontractors will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the Contractor purchases $10,000 or more worth of one of these items during the course of the fiscal year or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was $10,000 or more; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for the procurement of recovered material identified in the EPA guidelines.

BONDING REQUIREMENTS (2 CFR 200.325) – Applies to all construction or facilities improvement contracts in excess of the Simplified Acquisition Threshold (SAT = $250,000 as of 8/31/2020) – Bonding requirements include:

a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

COPELAND "ANTI-KICKBACK" ACT (2 CFR 200 Appendix II (D)) – Applies to all construction or repair contracts in excess of $2,000.00 - Whoever, by force, intimidation, or threat of procuring dismissal from employment or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

TERMINATION FOR CAUSE AND CONVENIENCE (2 CFR 200 Appendix II(B)) – Applies to all contracts in excess of $10,000.00 - If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.
The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

ADMINISTRATIVE AND LEGAL REMEDIES FOR VIOLATION OR BREACH OF CONTRACT (2 CFR 200 Appendix II (A)) – Applies to all contracts in excess of the Simplified Acquisition Threshold (SAT = $250,000 as of 8/31/2020) - Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR 200 Appendix II(E)) – Applies to all construction contracts greater than $100,000.00 where mechanics and laborers are employed - Contractor shall be in compliance with section 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL (CLEAN WATER) ACT (2 CFR 200 Appendix II (G)) – Applies to all contracts greater than or equal to $150,000 - Contractor shall be in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216) - Applies to all contracts

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
   i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
   ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
   iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
   iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1. This clause does not prohibit contractors from providing—
   i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
   ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
   i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
   ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
   i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
   ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. § 200.322) - Applies to all contracts and purchase orders for work or products - As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT C-1

State of Louisiana
Facility Planning & Control

BCI & CPI
FOR
2021 Fee Formula

BCI		CPI
1306	1975	53.8
6281	2020	258.8

SCHEDULE OF REPRESENTATIVE FEES
FOR
2021

AFC	Fee as a Percentage of AFC	Fee
$ 10,000.00	13.9000%	$ 1,390.00
$ 50,000.00	11.4800%	$ 5,740.00
$ 100,000.00	10.6790%	$ 10,679.00
$ 200,000.00	9.9830%	$ 19,966.00
$ 500,000.00	9.1910%	$ 45,955.00
$ 750,000.00	8.8793%	$ 66,595.00
$ 1,000,000.00	8.6707%	$ 86,707.00
$ 1,500,000.00	8.3928%	$ 125,892.00
$ 2,000,000.00	8.2062%	$ 164,124.00
$ 3,500,000.00	7.8660%	$ 275,309.00
$ 5,000,000.00	7.6635%	$ 383,174.00
$ 7,500,000.00	7.4456%	$ 558,418.00
$ 10,000,000.00	7.2983%	$ 729,833.00
$ 20,000,000.00	6.9864%	$ 1,393,281.00
$ 50,000,000.00	6.5713%	$ 3,285,663.00

ATTACHMENT C-2

PRINCIPAL Engineering, Inc.

1011 N Causeway Blvd, Suite 19 ♦ Mandeville, Louisiana 70471 ♦ Phone: 985.624.5001 ♦ Fax: 985.624.5303

EXHIBIT C
CY 2021 RATES AND DIRECT EXPENSE SCHEDULE

BILLABLE RATES PER EMPLOYEE CLASSIFICATION

CLASSIFICATION	BILLABLE RATE
Principal Architect/Engineer (Licensed)	$210.00
Engineer IV (Senior - Licensed PE)	$180.00
Engineer III (Mid - Licensed PE)	$170.00
Engineer II (Junior - Licensed PE)	$140.00
Engineer I (Graduate Engineer/EI)	$110.00
Senior Architect (Licensed Architect)	$170.00
Project Architect (Licensed Architect)	$150.00
Construction Manager (BS)	$140.00
Engineering Technician III (BS)	$130.00
Engineering Technician II (BS)	$120.00
Engineering Technician I	$115.00
CAD Technician IV	$110.00
CAD Technician III	$95.00
CAD Technician II	$80.00
CAD Technician I	$70.00
Resident Inspector	$72.00
Office/Business Manager	$80.00
Clerical/Administrative	$60.00

DIRECT EXPENSE

ITEMS	BILLABLE RATE
Mileage	$.56 per Mile
In-House Bond Plots 24x36	$1.00 per sheet
Outsourced Printing & Binding	Actual Cost
In-House B&W Printing 8.5x11	$.10 per sheet
In-House Color Printing 8.5x11	$.40 per sheet
In-House B&W Printing 11x17	$.15 per sheet
In-House Color Printing 11x17	$.60 per sheet
Parking	Actual Cost
Tolls	Actual Cost
Binding w/ comb, clear cover and vinyl backing (printing not included)	$5.00 per set
Card Stock Printing 8.5x11	$.50 per sheet
Postage	Actual Cost

2022-0121
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF WASTEWATER)
ORDINANCE NO. 22-5-9
An ordinance approving and authorizing the execution of a Professional Services Agreement with McKim & Creed, Inc., to perform engineering services for the Luling Pond Lift Station and Upgrades Project (Project No. S211204), in the lump sum amount of $29,565.71.

WHEREAS, the Parish desires to construct a new lift station and pressure manifold to transfer wastewater from the Luling Pond to the adjacent wetlands; and,
WHEREAS, the Parish also desires to add an UV disinfection unit to eliminate traditional chlorine disinfection; and,
WHEREAS, the modeling/conceptual phase will develop the requirements for further design under an amended agreement; and,
WHEREAS, the Professional Services Agreement between St. Charles Parish and McKim & Creed, 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 McKim & Creed, Inc., to perform engineering services as required by the Department of Wastewater for the Luling Pond Lift Station and Upgrades Project (Project No. S211204), in the lump sum amount of $29,565.71, 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-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 2nd day of May, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapadat
DLVD/PARISH PRESIDENT: May 3, 2022
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 4, 2022
AT: 1:10pm 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 MCKIM & CREED, 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 LULING POND LIFT STATION AND UPGRADES Project No. S211204 as described in Ordinance No. 22-5-9 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:

LULING POND LIFT STATION AND UPGRADES
Project No. S211204

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

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

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

3.0 SERVICES OF CONSULTANT

3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.

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

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

3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.

3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.

3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

4.2 Consultant may retain a set of documents for its files.

4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.

4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.

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

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

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

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

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

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

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

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.

11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.

11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.

11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.

11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.

11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, 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 within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

Jennifer Crisp

Billy Raymond

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

5-4-22
Date:

WITNESSES:

MCKIM & CREED, INC.

By:

Date:

ATTACHMENT "A"
PROJECT SCOPE
LULING POND LIFT STATION AND UPGRADES
Project No. (S211204)

The Scope of Work is as follows:

The scope includes construction of a new lift station and pressure manifold to transfer wastewater from the existing Luling Pond to the adjacent wetlands, addition of UV disinfection to eliminate traditional chlorine disinfection, and replacement of manual valves with automatic valves.

The requirements, configuration, and cost are to be determined in an initial modeling/conceptual phase. Results from the modeling/conceptual phase will serve as the basis of design for the overall project. Upon completion of the modeling/conceptual phase, this Contract will be amended to include Basic Engineering Services.

MODELING/CONCEPTUAL PHASE

Upon written authorization from OWNER, ENGINEER shall:

a. Consult with OWNER to define and clarify OWNER's requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc.; required for design.

b. Identify potential solution(s) to meet OWNER's Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER's Project requirements.

c. Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.

d. Develop a scope of work for additional professional services (i.e. survey, geotech, etc.) necessary for design.

e. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and ENGINEER's recommended solution(s). For each recommended solution, ENGINEER will provide the following, to include; but not limited to:

1. Opinion of probable Construction Cost;

2. The estimated total costs of design, professional, and related services to be provided by ENGINEER and its CONSULTANTs;

3. A tabulation of other items and services included within the definition of Total Project Costs.

f. Furnish three review copies of the Report to OWNER as well as submitting electronically to appropriate parties specified by OWNER. ENGINEER's services under the Conceptual Phase will be considered complete on the date when ENGINEER has delivered to OWNER the final Conceptual Report.

PART 1 – BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

Upon written acceptance by OWNER of the Conceptual Report, selection by OWNER of a recommended solution, and upon written authorization from OWNER, ENGINEER shall:

a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.

b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.

c. Prepare a program of borings and other soil investigations that may be required.

d. Provide written notice to all utility companies (private and public) about the project and request utility "as-built" information from them.

e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.

f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.

g. Obtain and review OWNER's contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. ENGINEER shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.

h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when ENGINEER has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

B. FINAL DESIGN PHASE

Upon written acceptance by OWNER of the final Preliminary Design Phase documents and upon written authorization from OWNER, ENGINEER shall:

a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.

b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.

c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications.

d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.

e. Prepare a detailed Final Cost Estimate.

f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to ENGINEER any comments regarding the furnished items, and any instructions for revisions. ENGINEER's services under the Final Design Phase will be considered complete on the date when ENGINEER has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

C. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, ENGINEER shall:

a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORs, and, where applicable, maintain a record of prospective CONTRACTORs to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.

b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

c. Consult with OWNER as to the qualifications of prospective CONTRACTORs. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORs, for those portions of the Work as to which review of qualifications is required by the issued documents.

d. If the issued documents require, ENGINEER shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORs.

e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.

f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, ENGINEER shall:

a. Prepare formal contract documents for the execution of the construction contract.

b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

c. Establish construction monuments, project baseline, and benchmarks as necessary.

d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.

e. Require and review tests of materials necessary for the project.

f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.

g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, ENGINEER, and inspector, as necessary throughout the duration of the project.

h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.

i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.

j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.

k. Record Drawings: The ENGINEER shall furnish reproducible "RECORD" drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.

l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents

m. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.

n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.

o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by ENGINEER for final payment to CONTRACTORs.

PART 2 – ADDITIONAL SERVICES

A. SURVEY

ENGINEER shall obtain a contract with a Licensed Professional Surveyor to complete the work as outlined in the scope of survey work the ENGINEER developed in the Preliminary Design Phase of the project. The survey's purpose is to locate all existing features both manmade and natural features, both above ground and subsurface within the project limits. The survey shall include the following elements:

1. Established baselines and temporary benchmarks along the project corridor and specified datums used,
2. Utilities as shown after contacting Louisiana One Call,
3. Descriptions, locations, depths, and sizes of all pipes within the project,
4. Descriptions, locations, diameters of all trees within the project,
5. Ground elevations within the project limits to properly develop contours,
6. Locations of all buildings, fences, and other structures,
7. Cross sections along roadways at 100-foot intervals minimum,
8. Cross sections along ditches at 50-foot intervals minimum,
9. Locations of all apparent rights-of-way and servitudes.

Survey shall be submitted to the Parish both in PDF and CAD format.

Data Collection and Processing:

1. 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 located within the vicinity may be used in lieu of setting new monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

Project Control:

1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.

2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source.

Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.

3. All existing monuments used in the establishment of the project control network must have documentation as described above.

4. The Surveyor shall acquire the elevation and datum of all bench marks to be use in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:

   a. Designation - the "name" of the mark used.

   b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.

   c. PID - Permanent Identifier

   d. GEOID – Geoid model used (ex. 12B)

   e. Epoch – ex. 2010

   f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)

   g. Orthometric Height – Z (Feet)

   h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)

   i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)

   j. Horizontal and vertical accuracy

   k. Units

   l. Scale factor

B. GEOTECHNICAL INVESTIGATION

ENGINEER shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the ENGINEER developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

1. (1) one to (2) two undisturbed soil borings located within proximity to the project location
2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions
4. Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific
5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

C. PERMITTING

ENGINEER shall develop permit drawings, applications, supporting information and obtain all permits as required for the project, including, but not limited to, the following:

1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
2. U.S. Army Corps of Engineers (Section 404 permit)
3. LA Wildlife & Fisheries (Scenic Rivers permit)
4. LA Department of Health (LDH)
5. LA Department of Environmental Quality (LDEQ)
6. Cultural Resources

ENGINEER shall also attend permit meetings as necessary and address all questions and comments received from any agency to ensure receipt of all necessary approvals.

D. RESIDENT PROJECT REPRESENTATIVE (RPR)

ENGINEER shall furnish a Resident Project Representative ("RPR"), at the request of the OWNER to assist ENGINEER in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is ENGINEER's representative at the Site and will act as directed by and under the supervision of ENGINEER.

The duties and responsibilities of the RPR are as follows:

1. RPR's dealings in matters pertaining to the Work in general shall be with ENGINEER and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of ENGINEER.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning acceptability of such schedules.
3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
4. Comply with Site safety programs.
5. Serve as ENGINEER's liaison with CONTRACTOR. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
6. Report to ENGINEER whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems start-ups.
8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Immediately inform ENGINEER of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Participate in ENGINEER's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
13. Resident Project Representative shall not:

    a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

    b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.

    c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.

    d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

ATTACHMENT "B"
PROJECT SCHEDULE

LULING POND LIFT STATION AND UPGRADES
Project No. (S211204)

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

	Number of Days to Complete
Modeling/Conceptual Phase	30
Preliminary Design Phase	TBD
Final Design Phase	TBD
Bid Phase	TBD
Construction Phase	TBD

Time for Completion

1. If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or ENGINEER's services, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably.
3. If ENGINEER fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C"
PROJECT COMPENSATION

LULING POND LIFT STATION AND UPGRADES
Project No. (S211204)

OWNER shall pay ENGINEER a Lump Sum amount of $29,565.71 for the Modeling/Conceptual Phase portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

a. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's CONSULTANTs, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.

OWNER shall pay ENGINEER on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

a. The total compensation for basic services as described in Attachment A is estimated to be $TBD based on the following estimated distribution of compensation:

   1. Preliminary Design Phase (30%) $TBD
   2. Final Design Phase (40%) $TBD
   3. Bid Phase (5%) $TBD
   4. Construction Phase (25%) $TBD

b. ENGINEER may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

c. The amounts billed for ENGINEER's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus ENGINEER's CONSULTANT's charges.

d. The Standard Hourly Rates charged by ENGINEER constitute full and complete compensation for ENGINEER's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include ENGINEER's CONSULTANT's charges.

OWNER shall pay ENGINEER on a Not to Exceed basis for Additional Services set forth in Attachment A as follows:

a. Surveying $TBD

a. Geotechnical Investigation $TBD

b. Permitting $TBD

OWNER shall pay ENGINEER for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of ENGINEER's Resident Project Representative, if requested, as outlined in Part 2.C of Attachment A, a total amount of $TBD.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD Day construction schedule

2022-0126
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)

ORDINANCE NO. 22-5-10

An ordinance approving and authorizing the execution of a contract with Hammill Construction, LLC, for the St. Charles Parish Parks and Recreation East Bank Trailhead Upgrade in the amount of $170,350.00.

WHEREAS, sealed bids were received by St. Charles Parish on March 3, 2022, for East Bank Trailhead Upgrades; and,

WHEREAS, Murray Architects has reviewed the bids and recommends that the contract be awarded to the low bidder, Hammill Construction, in the amount of $170,350.00; and,

WHEREAS, St. Charles Parish plans to improve the overall experience for our residents when they visit and utilize the St. Rose Trailhead; and,

WHEREAS, this facility rests at the base of the Mississippi River trail where there are two ramps for easy access to and from the trail; and,

WHEREAS, these upgrades will encourage and enable our residents to partake in outdoor exercise to improve and promote a healthy lifestyle; and,

WHEREAS, these improvements will include updating the restroom building, and constructing a pavilion as well as updating the parking lot; and,

WHEREAS, it is the desire of the Parish Council to approve and authorize this contract.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Hammill Construction for the construction of the St. Charles Parish Parks and Recreation East Bank Trailhead Upgrade is hereby approved and accepted in the amount of $170,350.00.

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

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

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

YEAS: BILLINGS, FONSECA, BARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER
NAYS: NONE
ABSENT: FISHER-CORMIER

And the ordinance was declared adopted this 2nd day of May, 2022 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapostato
DLVD/PARISH PRESIDENT: May 3, 2022
APPROVED: ✓ DISAPPROVED:
PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: May 4, 2022
AT: 1:10 pm RECD BY:

SECTION 00500

CONTRACT

This agreement entered into this 4th day of May, 20 22, by Hammill Construction, LLC, hereinafter called the "Contractor", whose business address is 108 General Lee, Hahnville, LA 70057, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

1.1 Contractor shall furnish all labor and materials and perform the work required to build, construct and complete in a thorough and workmanlike manner in connection with the following:

Project Name: St. Charles Parish Parks and Recreation East Bank Trailhead Upgrade
Project Number: Not Applicable

1.2 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Murray Architects, Inc.

1.3 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated October 5, 2021, Addenda number(s) One and Two, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.4 The Work is generally described as follows: Installation of two pavilions, paint existing bathrooms, install benches, parking bumpers, striping parking lot and as indicated on drawings.

ARTICLE 2

ARCHITECT

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

ARTICLE 3

CONTRACT TIME

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

ARTICLE 4

LIQUIDATED DAMAGES

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

ARTICLE 5

CONTRACT PRICE

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

a) ($170,350.00) One Hundred Seventy Thousand Three Hundred Fifty Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

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

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

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

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

a) Ninety percent (90%) of the approved payment applications for projects with contract of less than $500,000.00; or

b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of $500,000.01 or greater.

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

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

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

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

6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

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

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

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

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

ARTICLE 8

CONTRACT DOCUMENTS

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

a) Contract (Section 00500)

b) Performance Bond (Section 00611)

c) Payment Bond (Section 00610)

d) Insurance Certificates

e) Advertisement for Bids (Section 00010)

f) Louisiana Uniform Public Works Bid Form (Section 00300)

g) Addenda (Numbers One to Two inclusive)

h) Contract documents bearing the general title " St. Charles Parish Parks and Recreation East Bank Trailhead Upgrade " dated October 5, 2021.

i) Drawings, consisting of a cover sheet dated) October 5, 2021 and the sheets listed on Drawing St. Charles Parish Parks and Recreation East Bank Trailhead Upgrade; each sheet bearing the following general title:

j) General Conditions (Section 00700)

k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

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

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

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

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

OWNER: Parish of St. Charles

CONTRACTOR: Hammill Construction, LLC

By: Owner

St. Charles Parish

By: Matthew Jewell
St. Charles Parish President

ATTEST:
By:
Title: Secretary

ATTEST:
By: Jennifer Cregg
Title: Secretary

2022-0127
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 22-5-11
An ordinance approving and authorizing the execution of an Act of Dedication for River Road Estates Subdivision Phase 2, Hahnville.

WHEREAS, River Road Estates, LLC, is the owner and developer of property located in Sections 31 & 33, T13S - R20E, Hahnville, as shown on a plat entitled A FINAL PLAT OF RIVER ROAD ESTATES SUBDIVISION PHASE 2, by BFM Corporation, LLC, Gary J. Lambert, Jr., PLS, dated January 20, 2022, revised April 7, 2022; and,

WHEREAS, said subdivision has been constructed in accordance with the St. Charles Parish Subdivision Regulations of 1981, as amended, with a waiver from the required width for drainage authorized by Resolution No. 6331 of the Parish Council on February 5, 2018; and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Dedication by River Road Estates, LLC, to Parish of St. Charles for River Road Estates Subdivision Phase 2, is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 2nd day of May, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Brett Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: May 3, 2022
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 4, 2022
AT: 1:10pm RECD BY:

ACT OF DEDICATION **UNITED STATES OF AMERICA**

BY: RIVER ROAD ESTATES, LLC **STATE OF LOUISIANA**

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

BE IT KNOWN, that on this _____ day of _____, in the year of Our Lord two thousand and twenty-two (2022),

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

PERSONALLY CAME AND APPEARED:

RIVER ROAD ESTATES, LLC, a Louisiana limited liability company appearing herein by and through Richard C. Meyer, Manager, duly authorized as evidenced by the Certificate of Authority dated March 15, 2022, which is attached hereto and which is issued in accordance with the Articles of Organization dated April 20, 2016, and which are on file with the Louisiana Secretary of State.

Who after being duly sworn, declared unto me, Notary, that it is the owner of a certain tract of real property situated on the West Bank of St. Charles Parish, which lands are designated as RIVER ROAD ESTATES SUBDIVISION PHASE 2, described as follows:

The Point of Beginning (River Road Estates Phase 2)

COMMENCING AT A POINT LOCATED N65°43'49"W A DISTANCE OF 114.53' FROM THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVER ROAD AND THE SECTION LINE COMMON TO SECTION 7 & SECTION 5, TOWNSHIP 12 SOUTH, RANGE 20 EAST, SOUTHEASTERN WEST OF MISSISSIPPI RIVER LAND DISTRICT;

THENCE PROCEED ALONG SAID RIGHT-OF-WAY S65°43'49"E A DISTANCE OF 402.70 FEET TO A POINT;

THENCE S43°26'12"W A DISTANCE OF 440.00 FEET TO A POINT;

THENCE S70°19'31"E A DISTANCE OF 86.00 FEET TO A POINT;

THENCE S46°32'22"W A DISTANCE OF 2,043.02 FEET TO A ¾" PIPE IN CONCRETE, THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING, PROCEED S46°32'22"W A DISTANCE OF 1,163.03 FEET TO A ¾" IRON PIPE IN CONCRETE;

THENCE N44°43'23"W A DISTANCE OF 93.76 FEET TO A ¾" IRON PIPE IN CONCRETE;

THENCE ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 14.18 FEET, A RADIUS OF 23.00 FEET, A DELTA ANGLE OF 35°19'55", A CHORD BEARING OF N27°03'25"W, AND A CHORD LENGTH OF 13.96 FEET TO A ¾" IRON PIPE IN CONCRETE;

THENCE ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 302.99 FEET, A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 289°20'10", A CHORD BEARING OF N44°43'23"W, AND A CHORD LENGTH OF 69.40 FEET TO A ¾" IRON PIPE IN CONCRETE;

THENCE ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 14.18 FEET, A RADIUS OF 23.00 FEET, A DELTA ANGLE OF 35°19'55", A CHORD BEARING OF N62°23'20"W, AND A CHORD LENGTH OF 13.96 FEET TO A ¾" IRON PIPE IN CONCRETE;

THENCE N44°43'23"W A DISTANCE OF 74.52 FEET TO A ¾" IRON PIPE IN CONCRETE;

THENCE N43°04'58"E A DISTANCE OF 1,160.88 FEET TO A ¾" IRON PIPE IN CONCRETE;

THENCE S45°11'20"E A DISTANCE OF 334.36 FEET BACK TO A ¾" PIPE IN CONCRETE, THE POINT OF BEGINNING.

ALTOGETHER CONTAINING 8.220 ACRES OR 358,093 SQUARE FEET, MORE OR LESS AS SHOWN ON A PLAN BY BFM CORPORATION, LLC, GARY J. LAMBERT, JR., PLS, DATED JANUARY 20, 2022 AND REVISED APRIL 7, 2022.

RIVER ROAD ESTATES, LLC further declared unto me that it has caused that portion of the above property designated as RIVER ROAD ESTATES SUBDIVISION PHASE 2 on the survey by BFM Corporation, LLC, Gary J. Lambert, Jr., PLS, dated January 20, 2022, and revised April 7, 2022 to be laid out in lots on the plan of survey referred to above, a copy of which is attached and made part hereof; and

RIVER ROAD ESTATES, LLC further declared unto me, Notary, that on the aforesaid plan of resubdivision it has laid out a certain street within RIVER ROAD ESTATES SUBDIVISION PHASE 2 which is named and identified in accordance with the annexed plan by BFM Corporation, LLC, Gary J. Lambert, Jr., PLS, dated January 20, 2022, and revised April 7, 2022 as PRETTY ACREAS AVENUE and more fully described as follows:

COMMENCING AT A ¾" IRON PIPE IN CONCRETE, LOCATED N65°43'49"W A DISTANCE OF 114.53' FROM THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVER ROAD AND THE SECTION LINE COMMON TO SECTION 7 & SECTION 5, TOWNSHIP 12 SOUTH, RANGE 20 EAST, SOUTHEASTERN WEST OF MISSISSIPPI RIVER LAND DISTRICT;

THENCE PROCEED ALONG SAID RIGHT-OF-WAY S65°43'49"E A DISTANCE OF 402.70 FEET TO A ¾" IRON PIPE IN CONCRETE;

THENCE S43°26'12"W A DISTANCE OF 440.00 FEET TO A ¾" IRON PIPE IN CONCRETE;

THENCE S70°19'31"E A DISTANCE OF 86.00 FEET TO A ¾" IRON PIPE IN CONCRETE;

THENCE S46°32'22"W A DISTANCE OF 2,043.02 FEET TO A ¾" PIPE IN CONCRETE;

THENCE N45°11'20"W A DISTANCE OF 119.57 FEET TO A ¾" IRON PIPE, THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 35.94 FEET, A RADIUS OF 23.00 FEET, A DELTA ANGLE OF 89°32'03", A CHORD BEARING OF N89°57'21"W, AND A CHORD LENGTH OF 32.39 FEET TO A ¾" IRON PIPE;

THENCE S45°16'37"W A DISTANCE OF 1,115.78 FEET TO A ¾" IRON PIPE;

THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 21.95 FEET, A RADIUS OF 23.00 FEET, A DELTA ANGLE OF 54°40'05", A CHORD BEARING OF S17°56'35"W, AND A CHORD LENGTH OF 21.12 FEET TO A ¾" IRON PIPE IN CONCRETE;

THENCE ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 302.99 FEET, A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 289°80'10", A CHORD BEARING OF N44°43'23"W, AND A CHORD LENGTH OF 69.40 FEET TO A ¾" IRON PIPE IN CONCRETE;

THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 21.95 FEET, A RADIUS OF 23.00 FEET, A DELTA ANGLE OF 54°40'05", A CHORD BEARING OF N72°36'40"E, AND A CHORD LENGTH OF 21.12 FEET TO A ¾" IRON PIPE;

THENCE N45°16'37"E A DISTANCE OF 1,115.00 FEET TO A ¾" IRON PIPE;

THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 36.32 FEET, A RADIUS OF 23.00 FEET, A DELTA ANGLE OF 90°27'58", A CHORD BEARING OF N0°02'39"E, AND A CHORD LENGTH OF 32.66 FEET TO A ¾" IRON PIPE;

THENCE S45°11'20"E A DISTANCE OF 96.00 FEET BACK TO A ¾" IRON PIPE, THE POINT OF BEGINNING.

ALTOGETHER CONTAINING 1.583 ACRES OR 68,981 SQUARE FEET, MORE OR LESS AS SHOWN ON A PLAN BY BFM CORPORATION, LLC, GARY J. LAMBERT, JR., PLS, DATED JANUARY 20, 2022 AND REVISED APRIL 7, 2022.

The said appearer further declared unto me, Notary, that under the covenants, conditions, and stipulations hereinafter recited it does, by these presents, dedicate in fee simple title to St. Charles Parish, the said street as hereinabove described and does hereby grant the various servitudes for utility and drainage purposes, all as shown on the annexed plan by BFM Corporation, LLC, Gary J. Lambert, Jr., PLS, dated January 20, 2022, and revised April 7, 2022 to the public use, unto and in favor of the Parish of St. Charles, the inhabitants of the Parish of St. Charles, and to the public in general.

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

1. The dedication of the fee ownership of the property covered by the street as identified hereinabove as Pretty Acreas Avenue, only as far as said street is located within the RIVER ROAD ESTATES SUBDIVISION PHASE 2.
2. The herein grant of the various servitudes for utility and drainage purposes shall constitute the granting only of a right of use being a limited personal servitude in favor of St. Charles Parish.
3. The appearer does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the aforesaid dedication of RIVER ROAD ESTATES SUBDIVISION PHASE 2, and the utility and drainage servitudes granted herein. In that connection the appearer does however, agree to prohibit the use of any part of the surface of any of the property covered by RIVER ROAD ESTATES SUBDIVISION PHASE 2 and the servitudes granted herein with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with the appearer's plan and intention to impose a restriction on the entire subdivision against any use of the surface of any lot for the exploration, development or production of minerals.
4. The herein dedication of the street and grant of servitudes for utility and drainage purposes are made by the appearer with full warranty of title, except as provided herein.
5. Appearer warrants that the street and all servitudes have been placed within the servitudes granted herein.
6. The Parish must bind and obligate itself not to use the property dedicated herein for street purposes in any manner which would be inconsistent with or detrimental to such use as a public street. The Parish must further bind and obligate itself to use the utility and drainage servitudes granted herein only for utility and drainage purposes.
7. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the street dedicated herein, and maintaining the various utility and drainage facilities within the various utility and drainage servitude areas.
8. The grant herein of various servitudes for utility and drainage purposes is not exclusive and the appearer reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grants. The aforesaid grants of servitude for utility and drainage purposes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the street dedicated herein to any of the lots in the RIVER ROAD ESTATES SUBDIVISION PHASE 2.
9. The dedication and grant made herein are made subject to any existing servitudes affecting the RIVER ROAD ESTATES SUBDIVISION PHASE 2, such as by way of illustration but not limitation, pipeline servitudes and levees.
10. The herein dedication and grant shall inure to the benefit of St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
11. Appearer warrants that the herein dedication of the street and grant of servitudes are free of any liens and/or encumbrances and that no lots in RIVER ROAD ESTATES SUBDIVISION PHASE 2 have been sold or alienated prior to the date hereof.

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

ST. CHARLES PARISH, herein appearing through Matthew Jewell, Parish President, duly authorized by virtue of Ordinance of said Parish adopted on May 2, 2022 a certified copy of which is annexed hereto and made part hereof,

and said St. Charles Parish does hereby accept, approve and ratify there herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of the street in said subdivision dedicated herein has been satisfactorily completed in accordance with all requirements, and that all utility and drainage facilities in RIVER ROAD ESTATES SUBDIVISION PHASE 2 have been likewise satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept the said street and utility and drainage facilities and assumes the maintenance thereof.

THUS DONE AND PASSED, in triplicate originals, in my office on April 14, 2022 herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

Georgia A. Defresne
NAME: Georgia A. Defresne

Brianna Schaefer
NAME: Brianna Schaefer

RIVER ROAD ESTATES, LLC

BY:
RICHARD C. MEYER
MEMBER, MANAGER
April 14, **2022**

KENNETH BELOU, JR.
NOTARY PUBLIC
NOTARY ID NO. 151190
STATE OF LOUISIANA

THUS DONE AND PASSED, in triplicate originals, in my office on _____, 2022 herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

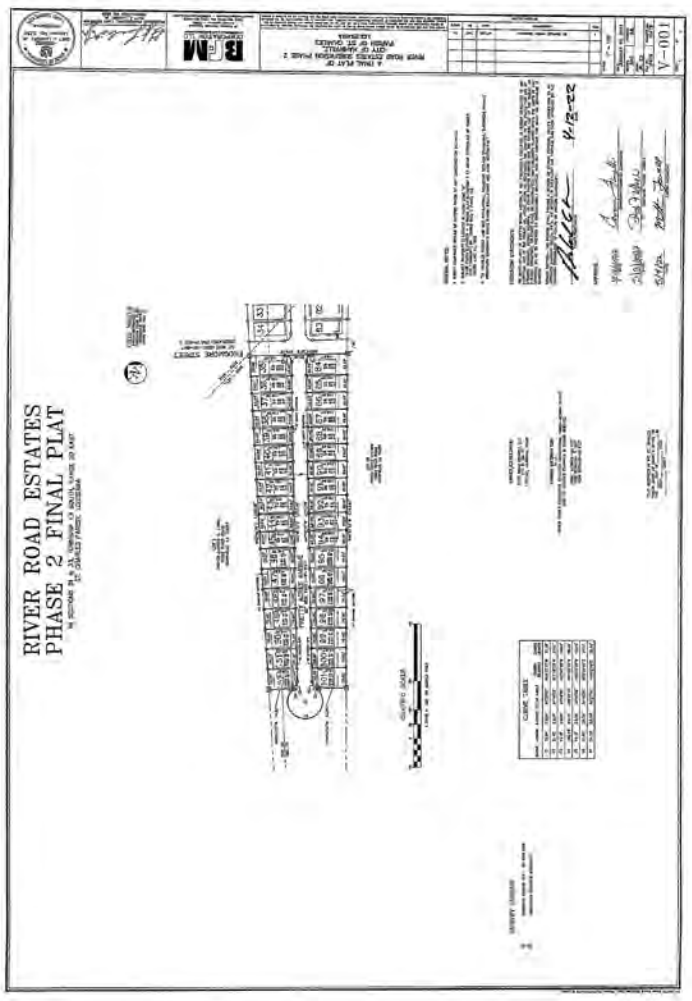
ST. CHARLES PARISH
BY:

_____
NAME:

_____
MATTHEW JEWELL
PARISH PRESIDENT

_____, 2022
NAME:

_____
NOTARY PUBLIC



2022-0128
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE)
RESOLUTION NO. 6631
A resolution supporting the application for funding of the Water Meter Replacement Project through the Louisiana Office of Community Development's FY 2021-2022 Community Water Enrichment Fund.

WHEREAS, Louisiana Legislature House Bill 2 (Act 485) allocated $150,000 per parish for the Community Water Enrichment Fund for fiscal year 2021-2022; and,
WHEREAS, residential and commercial water meters throughout the Parish are aging and in need of replacement, which is an activity that is eligible for assistance under the program; and,
WHEREAS, the Parish President and the Department of Waterworks requests the Parish Council's support for the application to have this recommended improvement partially funded through the Louisiana Office of Community Development's FY 2021-2022 Community Water Enrichment Fund.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and support the application for funding of the Water Meter Replacement project through the Louisiana Office of Community Development's FY 2021-2022 Community Water Enrichment Fund.
BE IT FURTHER RESOLVED, that the Parish President is hereby authorized to execute said application and to act on behalf of St. Charles Parish in all matters pertaining to this project and subsequent grant award, including certifying requests for State disbursements.

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-CORMIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 2nd day of May, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: May 3, 2022
APPROVED: ✓ DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 4, 2022
AT: 1:10pm RECD BY: _____

2022-0130
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE)
RESOLUTION NO. 6633
A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana, Division of Administration and St. Charles Parish for funding to complete the East Bank "C" Plant Filter Upgrade Project.

WHEREAS, St. Charles Parish submitted a Water Sector Program application to request funding for the East Bank "C" Plant Filter Upgrade Project; and,
WHEREAS, the project will help adequately meet the current and future water demands from the East Bank customers by bringing the existing water system up to code, avoiding system failure, allowing the water production to remain consistent, and ensuring that the operations of the East Bank Plant can continue unhindered and avoid violations that may affect the health and safety of St. Charles Parish residents; and,
WHEREAS, in accordance with Act 410 of the 2021 Regular Legislative Session, the Water Sector Commission has recommended project funding for St. Charles Parish in accordance with its application to the Water Section Program; and,
WHEREAS, sufficient funds are included in the Parish's 2022 Budget to fund the local share of the project; and,
WHEREAS, the State has prepared a Cooperative Endeavor Agreement to provide funding for the project and it is the desire of the Parish Council to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana, Division of Administration and St. Charles Parish for funding to complete the East Bank "C" Plant Filter Upgrade Project.
BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project, including certifying requests for State disbursements.

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-CORMIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 2nd day of May, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: May 3, 2022
APPROVED: ✓ DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 4, 2022
AT: 1:10pm RECD BY: _____

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: May 12, 2022

Public Notice

PUBLIC MEETING NOTICE

The Metropolitan District Law Enforcement Planning and Action Commission (METLEC) Board will hold a public meeting on Tuesday, June 14, 2022 at 11:00 a.m. The meeting will be held in the Joseph S. Yenni Bldg., 1221 Elmwood Park Blvd., Council Chambers, 2nd Floor, Jefferson, LA 70123. The purpose of the meeting will be to approve the allocations for FY2021 Victims of Crime Act Program (VOCA) funds and any other business that comes before the board.

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

Publish: May 12, 2022

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 89755-C
Date: Monday, April 25, 2022
MORTGAGE ASSESTS MANAGEMENT, LLC
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, JUNE 15, 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.
PUBLISH ON: May 12, 2022
June 09, 2022
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
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SCSO-CIV-209-0402