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Des Allemands mother loses daughter to fentanyl poisoning, seeks to warn others

Ryan Arena Editor
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Beth Bourgeois remembers one fateful morning with her daughter Jessica over breakfast, and the usual playful back-and-forth chatter between the two.

“I wasn’t feeling well and I turned down her hash browns. She told me they’re better than the ones I make,” Bourgeois said. “That was our relationship, a lot of banter.”

“That was also our very last conversation.”

On Feb. 3, Jessica passed away at just 30 years old, the result of fentanyl poisoning via a fraudulent pressed oxycontin pill

loaded with fentanyl obtained from a friend. She took just one pill, and that was all it took – it caused her to go into cardiac arrest, resulting in her death.

It wasn’t an attempt to get high, nor anything recreational at all. The path to get to this point, for Jessica, began eight years ago, and by the end of her journey, she was left feeling like she had nowhere to turn.

In 2014, Jessica was involved in a car accident that involved an 18-wheeler Bourgeois said

FENTANYL on 5A



Beth Bourgeois (top) with daughter Jessica, who passed away on Feb. 3 due to Fentanyl poisoning. Bourgeois now seeks to warn others.

‘Easy E’s’ beats heat with snowball stand



TURN to 2A

Tigers alum became standout at Nicholls



TURN to 9A

St. Charles Parish Public Schools ranks in top 5 statewide for LEAP scores

Monique Roth Editor
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The 2021-2022 LEAP scores are in, and the news is good for many school districts across the state.

“After the impact of a global pandemic and two of the strongest hurricanes in our state’s history, Louisiana’s students are back on their feet,” State Superintendent Dr. Cade Brumley said. “K-12 education is on the rise in Louisiana because we kept schools open, strategically allocated resources, and developed innovative solutions to recover and accelerate student learning.”



LEAP on 5A

New Sarpy man defies the odds, survives severe cardiac arrest

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Doctors believed he had little chance to survive, but Dane Berteau defied the odds.

“I just think I’m a walking miracle,” Berteau said.

While most were celebrating Independence Day, Berteau – and his family – endured one of the scariest and potentially tragic experiences imaginable, though today Berteau has almost no memory of it. A bout with COVID led to cardiac arrest, a 33-minute period without oxygen and medical staff shocking Berteau’s heart multiple times to try to bring him back to life. His family members were brought in to say their final goodbyes.

Yet, here he is.

“I’m improving every day,” Berteau said. “Thirty-three minutes without oxygen ... even if I survived, they were saying I’d probably



Dane Berteau and his family.

have brain damage. I’ve got none of that. It’s the power of the Lord, all I can say.”

On July 3, Berteau was back in St. Charles

SURVIVOR on 7A

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Luling business owner launches campaign to fund mural

Monique Roth Editor
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GL Realty Group, LLC sits on the corner of Hall Drive and Paul Maillard in Luling. Jenny Burch Lendle, who owns the business as well as the building, said the location is the perfect place to spark some creativity and joy in the community.

“When we first bought the building, we were going to have our logo painted on the side,” she said. “But we decided to just put up a sign instead. I’ve always thought, ‘Man, it would be awesome to have something painted on here.’”

Lendle started GL Realty Group in 2016 with her mother Kay Giammanco. In 2020 she and her husband Robert Lendle purchased the Luling building they are currently in. All three grew up in Luling.

Lendle said she loves driving or walking through cities and seeing works of art on the buildings.

“It does something ... makes me smile, sparks creativity and inspiration,” she said.

MURAL on 7A



Jenny Burch Lendle and her mother Kay Giammanco stand outside of GL Realty Group's Luling office.



Mallory Whittaker (left), Evan Adams and Nicholas Schule (right) serve customers at Easy E's Blue Bug Snowballs.

Recent high school grad finds success with new snowball stand

Monique Roth Editor
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Evan Adams may have just graduated from Hahnville High School this past spring, but that didn't stop him from creating something that he knew the Luling community needed.

“We had the idea to open in early May,” he said. “I knew I wasn't going to want to go to college, so I wanted to do something that we needed in the

community. When Ida took Oak Lane Snowballs I saw we were missing a snowball stand, so we went ahead and went for it.”

Easy E's Blue Bug Snowballs opened on July 2. Adams, a Luling resident, said the operation employees five people. His dad, Claude Adams, is helping him to

SNOWBALLS on 8A

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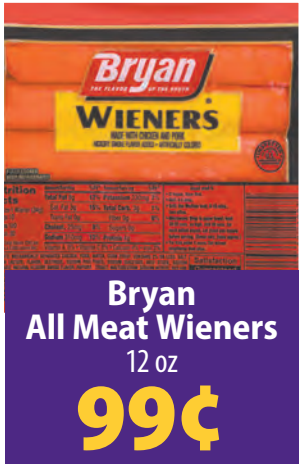
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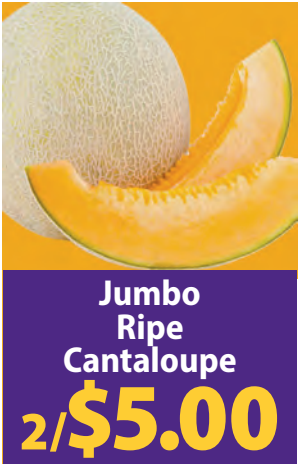
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Local business owners collaborate for back-to-school event

Ryan Arena Editor
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Hair was cut and braided, fun games were enjoyed and over 200 backpacks full of school supplies were given away at Saturday’s annual Back 2 School Giveaway in Boutte.

The event was a collaboration between Brandy Jacobs’ Afro L’Amour and Kajuan Smith’s Wolly Events. The two St. Charles Parish business owners have each hosted their own respective back to school events for several years – Jacobs’ for four and Smith for seven – and combined their efforts to make for a bigger event with more positive outreach for the community. The event was held at Bees Memorable Events and found success despite some early impact from the rain.

The skies cleared and a fun time was had for attendees and the event’s planners alike.

“When you see those smiles on the kids’ faces, it just makes you feel so good,” said Smith. “I love doing this, but the thing about this event is that it takes a whole village. Brandi did a great job – she was amazing. She had over 50 kids registered for braids and haircuts, and that’s all her. And then so many people pitched in to make this happen, and I want to thank everyone who did just that.”

Students were able to get their hair



braided and cut, but also enjoy snowballs, a video game truck, hot dogs and refreshments.

Notebooks, journals, folders, rulers and markers were included among the supplies included in each book bag. Some students received uniforms, coats and jackets as well. And each student received a hygiene bag filled with self-care products. DJ Buster Baxter was on hand to provide the day’s musical soundtrack.

“We brought in the game truck ... the girls are getting their hair braided, but the guys really had nothing to do after getting a haircut. So why not get a game

BACK TO SCHOOL on 8A



The back to school event saw more than 200 school bags full of supplies given out.



Mary Terrell and her husband Travis have five children, all of whom will be attending St. Charles Parish Public Schools this year.

Norco Elementary teacher takes pride in guiding students with dyslexia

Monique Roth Editor
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Although this school year will have her in a new role, Mary Terrell is no stranger to St. Charles Parish Public Schools.

“This is my third year at Norco Elementary and my 17th year in education,” the Montz resident said. “I previously worked at Ethel Schoeffner Elementary and St. Rose Elementary.”

Terrell started with St. Charles Parish Public Schools in August of 2012 after working for six years in Texas. She worked as a speech language pathologist at both Schoeffner Elementary and St. Rose Elementary for most of that time, and in August of 2020 she started splitting time between Norco Elementary and St. Rose Elementary.

“My favorite thing about being an educator is watching my students succeed. There is nothing better than seeing the moments where they realize they mastered a skill that they have been working on or have found difficult in the past,” she said. “I also love the relationships that I have created with my students. They mean so much more to me than just the time I see them during our small group.”

Terrell added that she loves seeing her students throughout the day and being able to check in to see how their day is going.

“My students are my reason I show up to work every day,” she said. “They make everyday fun and I love watching them learn and grow each year.”

This school year Terrell has moved into a new role as School Building Level Committee Chair and the Dyslexia Teacher at Norco Elementary School.

“My responsibilities will include working with children in small groups who have difficulty with reading skills and also playing a role in our SBLC committee where we spend time



Mary Terrell

reviewing student cases throughout the year and recommend testing when necessary,” she said. “I will also serve as an advocate of students’ rights.”

Her hopes for this school year, Terrell said, is that every child that she crosses paths with, whether in the hallway or in her classroom, knows that they are the reason she is there.

“I want every child to feel successful in their learning,” she said. “There is truly nothing better than seeing students arrive in the morning and being able to give them a hug or high five as they are coming off of the bus or walking to their class. I think creating a positive atmosphere when they first arrive at school helps set the stage for their day.”

Terrell said there is another – more personal – reason that she is excited about the 2022-23 school year.

“This year is even sweeter because I have all five children attending St. Charles Parish Public Schools,” she said. “My oldest will be a seventh grader at Hurst and my other four will be with me at Norco.”



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FENTANYL from 1A

turned across her lane on Airline Highway in Garyville. Jessica’s car caught fire with her trapped inside. She was cut free from the car and airlifted to the University of New Orleans, treated by the LSU Trauma Center. She suffered a fractured pelvis, collapsed lung, broken ribs and numerous other injuries.

“It was a horrible, horrible accident. She was lucky to have lived through it,” Bourgeois said.

In the aftermath, her hip was held together by plates and screws and her bones were deteriorating. Her spine was unlevel and it began to fracture. In 2017, Jessica underwent a repair for her spine and also underwent a hip replacement. The car accident was actually the second major incident

Many more surgeries and years later, Jessica became dependent on opioids.

“That was something she was determined she wouldn’t ever allow to happen,” Bourgeois said. “She had seen it happen to so many around her ... it still happened. She realized it and went for treatment. She was fighting for a sober life.”

Jessica realized she had a problem and committed herself to addressing it. She went to a treatment facility in LaPlace and got started on a recovery program, and she was making considerable progress.

But things took a turn once that clinic lost its license as she was mid-treatment – complications after Ida put the treatment center in a bind.

“They operated on and off, and they didn’t do the counseling they were required to do,” Bourgeois said. “She kept up with ongoing research with non-addictive pain medication research. She was always updating me on the findings

– that’s how she found the BAART facility, and she went every morning around 5 a.m. to receive her doses.

“After Ida, when their office was damaged, Jessica was calling and driving to other facilities hours away for treatment for a short time. She went back to LaPlace once they were able to start again out of an RV.”

She attempted to transfer to another clinic in Hammond and took her prescriptions from her previous doctor.

That day – and six months into her treatment – she was told the doctor would not treat her.

“It was a horrible, horrible accident. She was lucky to have lived through it,”

— Beth Bourgeois

“They cut her off the treatment program cold,” Bourgeois said. “The doctor there cut her off of the high dosage of methadone the LaPlace office had her on daily. The withdrawals made her very sick and caused her great pain.”

Jessica searched for a new answer. She made call after call looking for help, including to others who went through opioid addiction programs for advice.

“I heard her begging for help. She was fighting hard for herself,” Bourgeois said. “I really believed she would get through it ... find another program because she was determined.”

But as she made those efforts, she was left with a very real bind. She could not turn back to opioids – with methadone

in her system, that would only make her sicker – but the inability to continue her treatment program left her with severe withdrawals all the same. She reached out to lawyers, hoping to secure a letter explaining her position, specifically the dangers of a sudden cut of a high dosage of methadone.

“But they want big money to even listen to you,” Bourgeois said. “There is no way she should have been cut off like she was, you’re risking stroke, risking death.”

Bourgeois alluded to a sad irony regarding her daughter’s poisoning, in that in 2014, she was prescribed Fentanyl patches following her accident and asked her doctor to change her prescription – she feared the dangers of fentanyl.

“She was very careful with disposal of those patches and she warned me to never touch them,” Bourgeois said.

On Feb. 3, Bourgeois entered Jessica’s room and was met with every parent’s worst nightmare. She found her daughter, dead.

“I wanted to crawl into a deep, dark cave and hide,” Bourgeois said.

The official autopsy ruled Jessica’s death an “accident,” a label Bourgeois rejects. The bottle of pills found in Jessica’s room were confirmed to be fraudulent oxycontin laced with fentanyl.

“My daughter was murdered,” Bourgeois said. “It’s classified as an accident, but it’s a homicide by poisoning because some criminal pressed fake pills that look like oxycontin and purposely laced them with fentanyl.”

As difficult as it is, Bourgeois shares her daughter’s story because she wants people to understand the risks that are out there, and that a similar situation could happen far easier to a loved one than many think.

“She was addicted to opioids after years of being prescribed pain medications for numerous broken bones and surgeries,” Bourgeois said. “She was either in pain, or she believed she was. I watched her walk and it appeared she was hurting. She just wanted a pain pill, not a lethal dose of fentanyl.”

Bourgeois said while doctors prescribed pain medicine fairly commonly in the past, changing laws left her daughter and many suffering from the same issues cut off with no alternative treatment readily available. That leaves them to turn to others to find a solution.

“She sought opioid addiction treatment through the BAART program ... the clinic lost their license. She tried to transfer to a new clinic ... she spent several hours for days on the phone, begging for help,” Bourgeois said.

“It’s not easy to share these private details. I still want to protect her as my child. But maybe her experience will save just one family from the tragedy mine has had thrown at us. People need to understand how easy it is for someone to be murdered by a drug dealer with one, only one, pill, snort, puff or sip. It’s pills, it’s marijuana too. It’s a different world, now.

“I know the way many others see it, they see it as, ‘Oh, it was a drug overdose.’ They dismiss her as a drug addict, like her whole life was a waste. That’s so far from the way it was. She had a very caring and giving spirit. She cared for others more than herself.”

LEAP from 1A



Scores were up in many districts statewide, and 80 percent of Louisiana school systems improved their mastery rate when compared to 2020-21 data.

“This progress is a true testament to the dedication of our educators to maintain high standards for students no matter the circumstance,” Brumley said. “We still have work to do before we’ve fully recovered from the impact of the last two years, but there’s excitement among our teachers and leaders to close that gap and continue moving our students forward.”

St. Charles Parish Public Schools Assistant Superintendent of Curriculum,

Instruction and Assessment Erin Granier said the district is excited to be in the top five overall school districts in the state and in the top five in math, science and social studies.

“When we look at individual subject areas, we see great increases in math,” she said. “District-wide, every grade level’s mastery rate grew. Individual schools achieved tremendous growth as well.”

At Luling Elementary School, for example, 8 percent more of math students reached mastery. Lakewood Elementary School increased the number of students reaching mastery in math by 12 percent.

“This type of growth stems from

focused instruction and by differentiating instruction for individual student needs,” Granier said. “The school system is still overcoming learning gaps caused by Hurricane Ida and COVID-19. Despite these challenges, we saw growth in many grade levels and subject areas.”

Granier said SCPPS is focused on continuous improvement.

“As we move forward, the focus on analyzing individual student achievement data will remain a priority in order for

each student to attain mastery of standards,” she said. “Standardized test data and Growth to Mastery targets allow administrators and teachers to support individual student growth. As a system, we will continue to ensure students have opportunities and supports to prepare them for success in school and life.”

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Sheriff’s Reports

Suspects are innocent until proved guilty in a court of law

Arrests

- **Megan Nix, 34**, of 471 Alexander Street in Boutte, was arrested Aug. 3 and charged with possession of MDMA, driving on roadway laned for traffic, violation of stop sign and turn signal required.
- **Corey Brunner, 39**, of 522 Sugarhouse Road in Luling, was arrested Aug. 2 and charged with possession of methamphetamine. He was a fugitive.
- **Raheem Carter, 20**, of 183 Post Street in Killona, was arrested Aug. 2 and charged with possession of MDMA, possession with intent to distribute marijuana, possession of drug paraphernalia, violation of protection order, resisting an officer, possession of legend drug without prescription and battery of a dating partner by strangulation.
- **Elijah Perrier, 23**, of 426 Wade Street in Luling, was arrested Aug. 5 and charged with possession of marijuana (4th and subsequent offense) and theft.
- **Shatira Green, 39**, of 220 Fourth Street in St. Rose, was arrested Aug. 6 and charged with domestic abuse/child endangerment.
- **Jordan Nicholas, 38**, of 220 Fourth Street in St. Rose, was arrested Aug. 6 and charged with domestic abuse battery/child endangerment.
- **Jadrick Brown, 34**, of 1011 Madewood Drive in LaPlace, was arrested Aug. 2 and charged with theft of a motor vehicle and aggravated second degree battery.
- **Christable Thomas, 39**, of 6323 Burgundy Street in New Orleans, was arrested Aug. 1 and charged for aggravated second degree battery.
- **Gabriel Interiano, 25**, of 33 Manor Lane in Westwego, was arrested Aug. 6 and charged with possession of cocaine, illegal carrying of weapon in presence of CDS and DWI.



Real Estate Transactions

- **821 6th Street in Norco** sold for \$150,000 by Nicholas Poche to David Cain.
- **43 Ormond Place in Destrehan** sold for \$180,000 by Kelly and Deannie Buckwalter to Wade and Sheryl Gauthreaux.
- **145 Saint Charles Place in Hahnville** sold for \$275,000 by Dunn Homes LLC to John Winters.
- **166 Gourgue Street in Hahnville** sold for \$190,500 by Denton and Shelbi Robicheaux to Raven Winters.
- **322 Fourth Street in Luling** sold for \$140,000 by JW Real Estate LLC to William Boudreaux.
- **133 Ristroph Street in Luling** sold for \$108,000 by JW Real Estate LLC to Brennan and Samantha Dauzat.

Obituaries

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

Bradley

Gavin’s secret ingredient? Butter, a huge heart, a thumbs up, and a smile. He was a chef like no other: sometimes a mystery, always a jokester, and never a dull person. The assumed patriarch to the Bradley family was an artist with a plate as his medium, a smile for his side dish, and a smirk for his dessert. Nights during the dinner rush were like war, and he battled with his knife and his towel. He was a soldier, and enjoyed his victory dance. We hope you spoke to him about music, if not ask a friend about his insatiable love for it – he was that guy that always had a portable speaker everywhere he went. Gavin was a history major with an incredible memory and was a voracious reader. He howled at the moon enough for all of us. He enjoyed a fresh roux and showing his loved ones how to love cooking. Kayaking, fishing, camping, and spending time outdoors were his second love. He first love was being a father, a friend, an uncle, a nephew, a brother, a son, a cousin, and a Paw. He had the biggest heart of anyone and he will be missed. Gavin Patrick Bradley passed away July 22, 2022 at the age of 62. He was the son of Aline Favor and the late Victor “Verb” Bradley, Jr., loving fiancé of Sandra Miller, and stepfather of Carlos and Jason Knoy. He was the brother of Brandon Bradley (Bridget “Bebe”), Shawn Bradley (Danielle), Erin Bradley, Jarred Bradley (Kari), and the late Blaine Thomas Bradley and the late Victor Bradley, III. He is also survived by a host of grandchildren, nieces, nephews, and family members. He was also a member of multiple restaurant families – and he cherished his fellow soldiers. So now he works for Jesus As the bouncer at St. Peter’s Gate. – ELP Vert Der Ferk? – the Swedish Chef A memorial Mass will be held on Saturday, August 6, 2022 at 1:30PM at St. Charles Borromeo Church, 13396 River Rd. Destrehan, LA. Visitation will begin at 12PM. Interment to follow in the church cemetery. Since Gavin loved all creatures, in lieu of flowers, please consider making a donation to the St. Charles Parish Animal Shelter <https://www.stcharlesparish.gov/residents/animal-control/volunteering-and-donating>. To share condolences and memories with the family please visit www.HCAlexander.com.



Loupe

Earl Joseph Loupe “Boyo”, a native of Des Allemands, died unexpectedly but peacefully in his sleep on Monday, August 1, 2022 with his beloved life partner of 17 years, Marlene Savoie, by his side. He was 86 years young, an incredibly active man who was smiling and dancing up until his last day on this earth. He was a gentle, loving soul who also enjoyed trawling, cutting grass, and eating crawfish as often as possible! Visitation will be held at Holy Family Catholic Church, in Luling, on Monday, August 8th from 9 am until service time. A Liturgy of the Word will be celebrated at 11 am with burial to follow in St. Charles Cemetery. Earl is survived by his six children, Pattie Fayette (Johnny) of Columbus, TX, Gwendolyn Neath (Robert) of Columbus, TX, Lisa Harman (David) of Greensburg, LA, Mark Loupe (Susan) of Houma, LA, Farrell Loupe of Columbus, TX and Chad Loupe of Houma, LA; 18 grandchildren, Clay Fayette, Jordan Fayette, Sky Fayette (Chelsea Guerro), Nicolas Neath (Meridith), Lindsay N. Hall (Scott), Jessica Commanda (Jesse), Dave Harman, Jeremiah Harman (Erica), Calum Harman (Serena), Kaine Harman (Megan), Brittany McCormick (Jordan), Lauren Poincon (Blake), Carson, Cole, Brooklyn, Braylee, Bristol and Belle Loupe; 24 great-grandchildren, Dylan, Sabrina, Rory and Piper Fayette, Sage, Copeland, Maxine and Olive Hall, Lincoln Commanda, Belle, Cadence, Elijah, William, Mason, Madison, McKenzie, Kaitlyn, Tanner and Lily Harman, Brennen and Avery McCormick, Carson Ham, Mary Grace and Emma Kate Poincon; siblings, Russell Loupe, Mary Ann Commardelle, Stella Mae Roussell, and Mary Saucier, and by his “Bonus Family”, Jerry, Hope, and Cory Savoie, and Denise Savoie Lautmann. He was preceded in death by his parents, Louis and Olive Loupe, and siblings, Johnny and Junior Loupe, and Edna Roberts. In lieu of flowers, donations can be made to St. Jude Children’s Research Hospital or Wounded Warrior Project. Falgout Funeral Home is in charge of arrangements.



St. Charles

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SURVIVOR from 1A

Parish after traveling back from Texas, where he was working a construction job. He was feeling under the weather and believed he was suffering from a head cold. In actuality, it was COVID-19. An effect it had on him was to thicken his blood, making it difficult to pass through what was an already weakened heart properly – in 2004, he went through major heart surgery.

A day later, Berteau was with his grandson, Roman Lirette, when the former fell and began struggling. Lirette immediately called for medical attention.

Jade Berteau, Dane's daughter and Lirette's mother, received word and rushed to see her father.

"He was purple and blue, paramedics were trying to revive him," she said. "I can still hear the EMT yell 'clear' over and over in my head."

They shocked his heart six times and worked on him for over a half an hour – 33 minutes without oxygen, Dane noted – but finally broke through and revived him, but he still had miles to go in this fight.

He was transferred to Ochsner hospital in Kenner, and there he suffered a setback.

"They say the first 72 hours are the most critical with something concerning the heart ... any time in that frame you can have something else happen to it that puts you in even more critical condition," Jade said. "That happened, and the next day (July 5), they called us all in

to say our goodbyes. It didn't seem like he'd make it through the night. The doctor talked to us about potentially taking him off the ventilator ... we weren't ready to talk about that yet. There was still hope, and we wanted to do everything we could, first."

She said the family prayed over him and clung to that hope over the next several hours.

A day later, amazingly, things began to turn.

"His vitals started to go up," Jade said. "He was still on the vent, but there was more of his own oxygen breathing over the machine. It was a turn for the better."

Even so, the family was warned that if he were to awaken, the man doing so could be far from the person they knew, with the extent of potential brain damage from oxygen deprivation still unknown.

Four days later, Dane came off the ventilator for good. Scans showed he suffered no seizures, and no brain damage. A pacemaker and defibrillator were implanted for his heart.

Unbelievably, Dane Berteau was alive – and well.

"I'm so, so grateful," Jade said. "He's my dad ... my whole family believes in Jesus. We believe in the power of prayer ... God just showed us that He prevails."

"I'm so glad we didn't give up on him, that we wouldn't even think about it ... We had faith. Because we had faith is why he's here today."



Dane Berteau with his grandson.

When asked about her father receiving a second chance at life, Jade quickly corrected that: it's actually a third chance. By many, Dane had already been classified as a miracle years ago.

"When he was 39, he had triple bypass heart surgery," she said. "They said he had only 5 percent of blood trickling through his body – that he should have been in a casket six weeks prior."

Said Dane, "Only had a drop of blood going through my heart ... I wasn't

supposed to make it then."

For what ended up being his third chance, Jade and her father alike credited Lirette for his quick action upon Dane's fall.

"He thought people would be mad at him ... we told him if not for you, Dad wouldn't be here," Jade said. "You're a hero."

Financially, it will be a hardship. Dane will be unable to return to his job for three-to-six months, and he'll require a great deal of physical therapy. Medical costs have already begun to pile up, including a second surgery required to repair his defibrillator after a screw had come loose. Jade noted that as a construction worker, her father will be losing his insurance benefits as he's unable to work.

Jade created a GoFundMe for him (titled Dane's Cardiac Arrest Recovery) while the Des Allemands Volunteer Fire Department will be holding a fundraiser plate event on Aug. 20 from 11 a.m. to 5 p.m. Door prizes will also be raffled off at the event.

But even as he looks ahead to tackling that challenge, Dane is enjoying a new lease on life.

"I haven't really had much time to think about it all," he said. "I just think it's a true miracle. When I went to the doctor the following week, every time I walked into a room, they told me I was. I'm just blessed."

MURAL from 2A

Artist Josh Wingerter Westwego, pictured here with one of his murals, has been chosen for the St. Charles Parish project.

"This is what we want for our community. We would love nothing more than to see this area thrive again. Our hope is that this mural might be the start of something. A mural inspires hope and gives feelings of peace, joy and usually a smile. This is what we want to bring to Luling."

Lendle has started a GoFundMe – titled "Help Us Bring a Mural to Paul Maillard" – with the hopes of raising enough money to have a mural installed.

"The feedback and responses have been pretty awesome," she said. "This area has a very special place in my heart for me and my family, so to do something

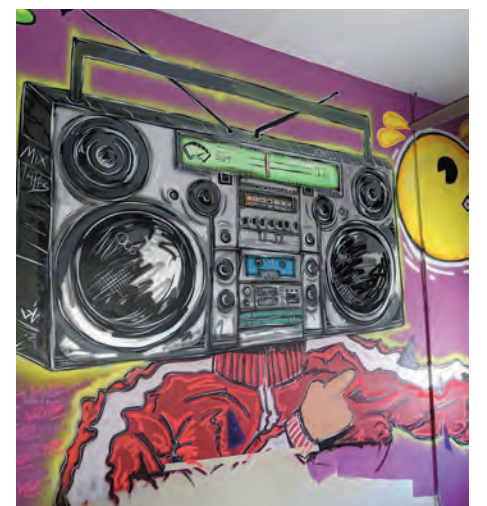
for the community and see it come back ... it's emotional. It makes me tear up a little bit."

Artist Josh Wingerter Westwego has been pegged for the project. Lendle said she visited his shop earlier this summer and fell in love with his vision and style.

"We were given a quote based on the square footage of the wall," she said. "While they told us it would be valued at \$14,000, given that we offered creative freedom to the artist and they already have supplies ready, they would do the mural for us for \$8,000. We are asking for help to raise \$6,000, and our company will cover the remainder."

Lendle said she has contacted and been given approval by planning and zoning for the project, and that she and her family hopes the inspirational work of art may spark the community's rebirth.

"Our parish has been on the mend since Hurricane Ida made her way through our community last year," she said. "Since then, countless families have been repairing their battered homes, fighting with insurance companies, living in campers and some homes have even been torn down. On Paul Maillard alone, many homes have been torn down, some from Hurricane Zeta in 2020 and most have come down or are marked for tear down since Ida. There is so much potential in this section of



Luling, and we would love to see it come back to life."

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SNOWBALLS from 2A

get started with the business.

The stand is located at 12349 Highway 90 in Luling, and is open Tuesday through Saturday from 2 to 8 p.m. and Sunday from 3 to 6 p.m.

“One of my favorite things about it so far is just proving that I can do something outside of going to school and working for someone else,” he said. “It’s a really good start.”

Adams said his stand has traveled to a couple of events so far this summer, including a football camp and car show.

“But we really want a permanent location that kids can ride their bikes to,” he said.

Plans are to keep the stand open

year around, and to offer more food items during the winter. Pup cups – snowball treats created for dogs – have been a big hit so far on social media.

“Business has been great,” Adams said. “We’ve been seeing a lot of friendly faces from throughout the community. They’ve been giving us a lot of support and feedback. We really appreciate it.”



BACK TO SCHOOL from 4A

truck?” Smith said. “One of my good friends owns one. Everyone had a real good time.

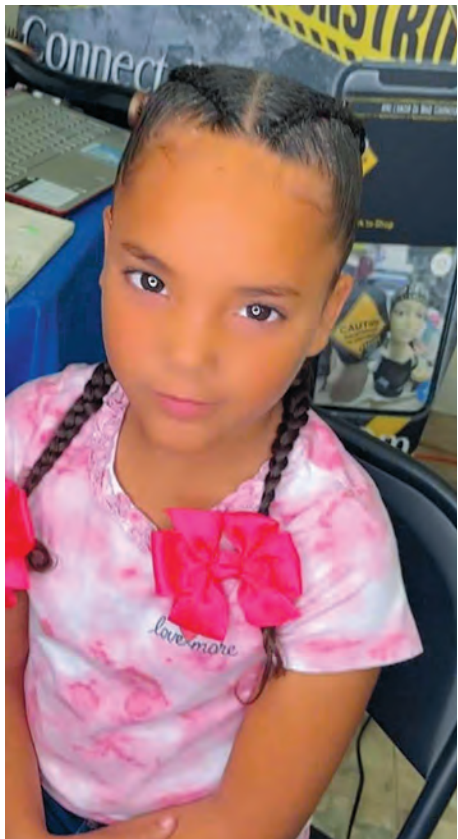
“It’s something that helps a lot of



people out. You get your haircuts right before school, you’ve gotta get your uniforms ... it’s just a lift for people in the community, and we do this to try to help each other out.”

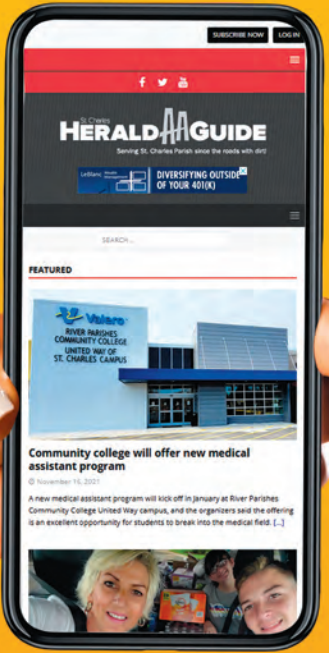
Braiders and barbers at the event included Afro L’Amour Da Braid Contractor, Jazzified By Jazz (Jasmine Strickland), Keke Braided Me (KeAundra Lockett), Lola Tae Vision (Hartel Seymore), CUTS BY T, (Teddy Roche), Unique Effects 2 Dye 4 (Jasmine Morgan), NeeDaBraidslayer (Anita Rhines) and Gean Washington.

Co-sponsors of the event included Helping Hands, Bees Memorable Events, Lili’s Beauty Supply, CSL Plasma, Precious Singleton, Angie Singleton, Dwayne LaGrange, WEMADE, OneLove, Sweet Magnolia Ice, Taste of New Orleans Snack Truck, Shanna Marshall and Deante Arts. Jacobs and Smith credited a host of volunteers and donors for making the day possible.





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Hahnville alum Duplay made her mark with Colonels

Leadoff batter got on base at .409 clip as a senior for Nicholls

Ryan Arena Editor
ryana@heraldguide.com

Years after helping to lead the Hahnville Lady Tigers to a record-breaking season and a Class 5A runner-up finish, Danielle Duplay didn't slow down when she got to Nicholls State.

Duplay recently wrapped up a strong collegiate career with the Colonels, the versatile utility infielder showing a nifty glove in the field and a dangerous bat at the plate, batting .272 in her final season.

She scored 20 runs, drew 29 walks and stole 10 bases as a senior, her best statistical game coming in a March 12 victory against Drake. She went 4-for-4, including a double, with two runs scored and two RBIs.

Standing at just 4'11, Duplay's game has always far exceeded her stature.

"I've never been the strongest, but I know my role and know my strengths," Duplay said. "I have to be the quickest. Being able to outrun and outsmart the opponent is my biggest asset."

While at Hahnville, Duplay asserted herself as one of Louisiana's best leadoff hitters, and that's a role she ultimately ascended to at Nicholls – her .409 on-base percentage led the Lady Colonels in her final year, and her patience and ability to set the table made her ideal for that role.

"Leading off the game, you have a chance to get on base and give your team that feeling of, 'OK, one on, no outs, we can at least get her across.' Making it so our middle of the order, 4, 5 and 6 hole hitters have that confidence that if I'm on base, I can come around to score with my speed. And my height makes it tough



Danielle Duplay was a standout leadoff hitter and infielder for Hahnville before establishing herself at the college level.

for pitchers to throw (strikes) to me," she said.

She remembers her first day leading off for the Colonels – there wasn't really much in the way of advance notice.

"It was not so much like someone came up to me and said 'Hey, you're gonna be in the leadoff spot today. I saw the lineup and I was in that spot. So you just know, 'OK, this is your opportunity and you've gotta go,'" Duplay said.

Duplay played in all four years during her time at Nicholls, working her way up

through different roles. As a freshman she appeared in 31 games, her primary role as a baserunning specialist – she scored 10 runs and went a perfect 4 for 4 in stealing bases. She served a similar role as a substitute off the bench as a sophomore and junior before breaking out in her senior season.

"It was a lot of trial and error," Duplay said. "I went from playing every game at Hahnville to having to work up and earn a spot at Nicholls. It took a lot of work, a lot of after hours, and being able to earn that position was a great experience."

At Hahnville, Duplay was a 5A All-State honorable mention selection as a senior and sophomore. She was a four-time first-team all-district honoree and was a Louisiana Softball Coaches Association All-Star selection. Duplay helped lead the Tigers to a Class 5A state championship appearance and was named Academic All-State in 2018. She played travel softball with the Marucci Patriots.

"We were a very competitive team and we played against competitive teams (at Hahnville)," Duplay said. "We scheduled a lot of tough teams and I think that drive to compete is something I took

with me from Hahnville."

She was also strong in the classroom, as she earned Summa Cum Laude during her final three years. Duplay was a member of the National Honor Society and Beta Club. She retained that work ethic both on and off the field at Nicholls, graduating in four years with a double major in accounting and finance. That took plenty of discipline and sacrifice, having to tell friends and family 'no' often in order to have time to study and do homework between games.

That discipline is something she says she plans to retain as she moves toward her career goals. Duplay recently began working as a tax associate with a wealth management firm in New Orleans, and is working toward earning her CPA.

"It's a way I carry what I've learned from softball into life," Duplay said. "Taking that discipline ... obviously, I'm not going to necessarily want to study all night after working eight hours, but I'm going to do it. I want to pass, I want that CPA."

But she will always treasure one occupation above the rest.

"Honestly, the best job I'll ever have is playing softball," Duplay said.



Duplay at bat for the Colonels.

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Dance studio owner plans event to help fund classes for students

Monique Roth Lifestyles Editor
moniquer@heraldguide.com

Emily Mire bought Studio S in Destrehan five years ago. Since then, she said the dance studio has become a second home to many of her dancers.

“Sometimes I say the ‘S’ in Studio S stands for sanctuary,” she said. “If there is a child out there who wants to dance ... who wants to try it ... just come here. I’m opening my doors ... come dance with me. It’s a place for self-expression. It’s a place to be yourself.”

The past couple of years, Mire said, have hit some of her dancers and their families particularly hard. The pandemic, coupled with Hurricane Ida, has left many parents and caretakers without the extra money needed to fund dance classes.

“We have a few families in the studio who have come across some hard times,” she said. “I’ve been able to cover the cost of things they need, but I’m running out of my own funds to do it and I was brainstorming ways to help them. The prices of everything have gone through the roof ... I just reached my ceiling.”

Mire has organized a studio-wide garage sale that will be held on August 13 from 8 a.m. to 3 p.m. at 1 Storehouse Lane in Destrehan. The plan is to have it in the studio’s parking lot, but the sale will be moved inside in the event of bad weather.

DANCE to 12A



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VACANT LAND

928 & 951 HWY 306 HWY
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Located off the Bayou Gauche Road - just across from the WPA Road. Utilities are NOT on property, but available to the area of nearby subdivision. This price includes lot 951 and the adjoining lot 928. There is approximately wetland of an acre. Seller will not do delineation. Current Zoning is R1AM and R1B. **\$550K**

VACANT LAND

887 SHAMROCK DR
DES ALLEMANDS

Primed for Development - No Utilities are currently run to property. Utilities are available to the abutting subdivision. There is approximately 1 acre on this lot that is wetlands. Lot 888 available at \$600K. Purchaser must satisfy themselves with SCP P&Z. Zoned R1B and R1AM **\$500,000**

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RIVER RD
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Opportunity for the developer or investor. From Hwy 18, the property reaches the 50 Arpent line. 35+ acres of this beautiful property is quite doable for development. A subdivision was planned and vision can be shared. Zoned: Open Land - possibilities are endless. Seller maintains mineral rights. **\$875K**

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Layton and Charleigh hang out.



Vicki Johnson-Cain in her happy place.



Tatum relaxes before school starts.



Joseph enjoying his back to school breakfast.



Kylie and Ethan are ready for school.



Sandy Ann was at Ft. Walton Beach.



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Harper Falcon enjoys the splash park in Destrehan.

Breelynn's first day of second grade.

Mason is excited to start second grade!

Kinsley and Ellie have a Sunday funday in the city.

Finn has weekend vibes.

DANCE from 10A

Proceeds will benefit dancers affected by COVID and Hurricane Ida. Items for sale will include bedding, home décor, baby gear and more. Drinks and snacks will also be sold, and there will be a 50/50 raffle.

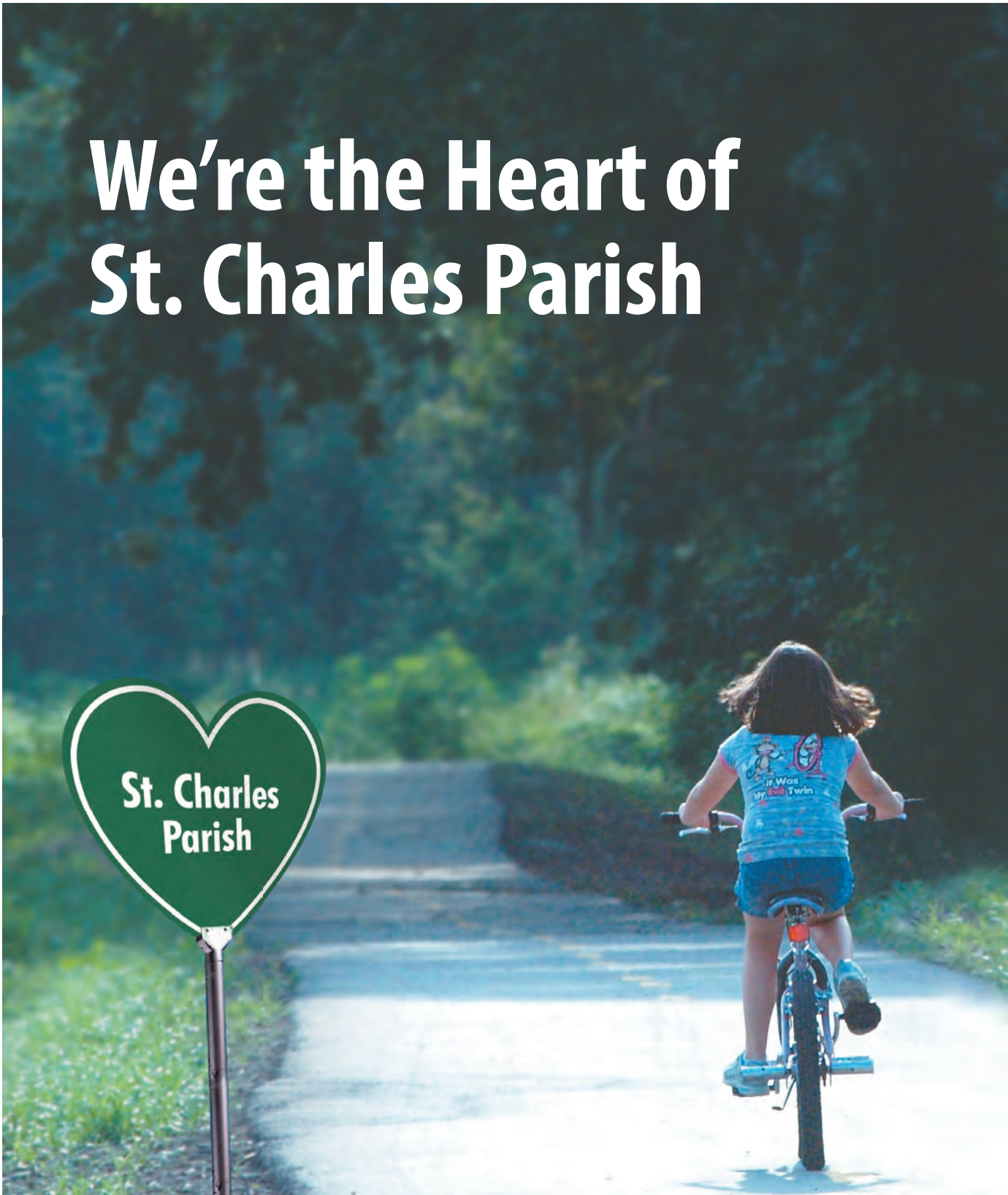
“A lot of these families who I’m hoping to help support – they were already dancing and it was at risk of being taken away. I can’t let that happen,” Mire said. “I’m hoping the garage sale gives me enough to fund a few years for these families. If I need to I’ll make it an annual thing.”

Mire said it means “absolutely everything” to her to be able to help these families. She has made a habit of helping others - after Hurricane Ida destroyed River Region Ballet in Norco, she offered for those dancers to attend her studio at half of the normal cost.

“Dancers need to dance,” she said. “Not just physically - but mentally and everything else. I can’t not let them dance.”



Mire poses with one of her dance teams. She is hoping to raise money to help some of her dancers and their families.



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St. Charles

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August 13
Farmers’ Market

The German Coast Farmers’ Market will be held from 8 a.m. to noon at the East Regional Library in Destrehan.

Garage sale
Studio S will hold a studio-wide garage sale from 8 a.m. to 3 p.m. at 1 Storehouse Lane in Destrehan. Proceeds will benefit dancers affected by COVID and Hurricane Ida. Items for sale will include bedding, home décor, baby gear and more. Drinks and snacks will also be sold, and there will be a 50/50 raffle.

August 14
VFW dance
VFW Post 3750 West St. Charles’ monthly dance will feature Ryan Foret and the Foret Tradition. The dance will be held at 140 Angus Drive in Luling from 2-6 p.m. Tickets are on sale at Eventbrite.com. Tickets will be sold at the door if not sold out. Concessions and refreshments will be available for purchase, and no outside ice chests allowed.

August 15
Check the Chip Day
The Office of Animal Control invites residents to bring their pets to the Animal Shelter from 8:30 a.m. to 4 p.m. for National Check the Chip Day. Pet owners and pets can drop in for a complimentary scan to obtain their pet’s microchip number and company contact to check their registration. For more information about microchips or Check the Chip Day, call the Office of Animal Control at 985-783-5010.

August 17
Farmers’ Market
The German Coast Farmers’ Market will be held from 1-5 p.m. at the Westbank Bridge Park on River Rd. in Luling.

Classified Ad Deadline is 10:00 am Monday · CALL: 985-758-2795 · Monday - Thursday 9:00 am - 5:00 pm, Friday 9:00 am - 3:00 pm

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Prayers

Great Lord

Great is our Lord & greatly to be praised. He deserves all our love for all He's done for us. We owe Him the honor, the glory & all the praises we can give Him. We would burn in Hell in all its torments, pain & horror if it wouldn't be for the Cross of Calvary where our precious Lord was crucified for you & I. Think about it dear friends, How can we ever face Him if we don't give our all to Him? He is so worthy of all this. My life would have been all in vain & so would yours be if it wouldn't be for the Great Love of God. Just remember all these words. Amen

Edna Matherne

Prayers

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Now accepting applications for position of:
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Public Notice

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

The St. Charles Parish Zoning Board of Adjustment will meet on August 18th, 2022 at 6:00 p.m. to hear:

2022 23 ZBA Destrehan Holdings, LLC to reduce the minimum square footage per family and reduce parking and drive aisle requirements at **77 & 79 Carriage Lane, Destrehan**. Zoning District R-3. Council District 3.

2022 24 ZBA Cathy Ross Vinnett to reduce the required front yard at **813 E. Hoover Street, New Sarpy**. Zoning District R-1A(M). Council District 6.

2022 25 ZBA Cedric Johnson & Connie M. Singleton Johnson to increase the required fence height in the required front yard along Wagon Wheel Drive at **209 Pioneer Dr., Hahnville**. Zoning District R-1A. Council District 1.

2022 26 ZBA Ron Mott to reduce the required yard at **2243 Paul Maillard Rd., Boutte**. Zoning District C-3. Council District 7.

2022 27 ZBA Bunge North America, Inc. requests consideration of industry standards for a buffer zone in a potential M-2 use as per Appendix A, Section VI, II, 4, b for **Blocks 3, 6, 7, 9, and 10, Destrehan Park Subdivision**. Zoning Districts C-2, C-3, and R-1A. Council District 2.

NEW BUSINESS:
ALTERNATE DATE: 8/25/22
PUBLISH 8/4, 8/11, 8/18

Public Notice

**River Parishes Workforce Innovation and Opportunities Act Local
Plan
Adjustment/Extension**

Under State Planning Guidance, River Parishes WIOA #14 Job Training Agency has completed the Local Workforce Innovation and Opportunity Act Plan Adjustment/Extension for Program Year 2020-2024. This Local Plan Adjustment/Extension is available for review on our website:

www.letsworkriverparishes.com

All comments or questions regarding the Local Plan Adjustment/Extension must be submitted via email to Tommy Scott at tscott@stcharlesgov.net no later than August 31, 2022.

Publish: July 28, August 4, 11, 18, & 25, 2022

Public Notice

**SECTION SCP-E-00010
ADVERTISEMENT FOR BIDS**

The Parish of St. Charles, hereby advertises bids for construction of Automated Water Meter Reading Installation Program, Project No. WWKS 106 as follows:

Owner: **St. Charles Parish**

Project Title: Automated Water Meter Reading Installation Program

Project No.: WWKS 106

Principal Work Location: St. Charles Parish – East & West Bank

Description of Basic Work: Replacing existing manually read water meters with digitally read water meters that will be supplied by the owner; with driveway and meter box replacement as applicable.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, **15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057**, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 10:00 a.m. local time on September 8, 2022**. Promptly thereafter, the bids will be publicly opened and read aloud in the Chamber of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, **All South Consulting Engineers, LLC, 652 Papworth Avenue, Metairie, LA 70005**.

A payment of \$ 75.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the L.A.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on August 25, 2022 at 10:00 a.m. at Edward A. Dufresne Community Center, **274 Judge Edward Dufresne Pkwy, Luling, Louisiana 70070**. Attendance of the Pre-Bid Conference is **non-mandatory**, however it is **highly recommended**.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, August 04, 2022
Thursday, August 11, 2022
Thursday, August 18, 2022

Public Notice

**ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING BY
THE ST. CHARLES PARISH COUNCIL, ON
MONDAY, AUGUST 15, 2022, 6:00 P.M.,
COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:**

2022-0209 (7/18/22, Jewell, C. Fauchaux)

A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for Bunge North America, Inc., Project ID: 20220178-ITE for participation in the Industrial Tax Exemption Program for potential projects at Bunge's Facility in Destrehan, Louisiana.

2022-0224 (8/1/22, Jewell, G. Gorden)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Providence Engineering and Environmental Group, LLC, to perform engineering services for the Raw Water Intake Structure Pile Bent Replacement Project (Project No. WWKS 112), in the not to exceed amount of \$86,800.00.

PUBLISH: August 4, 11, 2022

Public Notice

PUBLIC NOTICE

**ST. CHARLES PARISH
2022 PROFESSIONAL SERVICES
REQUEST FOR QUALIFICATIONS**

St. Charles Parish is issuing a Request for Qualifications (RFQs) from individuals and/or firms interested in providing *Engineering Staff Augmentation* services.

St. Charles Parish currently is implementing an aggressive Infrastructure Improvement Program, which includes projects in Roadway, Drainage Conveyance, Pump Stations, and Sewer Facilities. In order to keep the Program on schedule, St. Charles Parish has decided to augment its current Engineering Staff by soliciting full time engineering support through this RFQ. St. Charles Parish will select an individual from the proposed candidates provided by the responding firms to work full time at the St. Charles Parish Department of Public Works office in Destrehan, Louisiana. The selected candidate will be integrated into the current engineering staff and will work under the direction of the Public Works Director and Senior Parish Engineer.

The minimum requirements for selection shall be as follows:

1. The firm must have a minimum of 5 years of experience in providing professional services in Civil and/or Mechanical Engineering.
2. The firm must hold all licenses necessary to legally provide Civil and/or Mechanical Engineering services in the State of Louisiana.
3. The proposed candidates for Engineering Augmentation must be a licensed Professional in either Civil or Mechanical Engineering with a minimum of 5 years of experience.
4. For each proposed candidate a resume showing the candidates experience should be provided.

For further information, please contact Miles B. Bingham, Director of Public Works/Wastewater at (985) 331-2624. All appropriate forms (Submittal Instructions and the Questionnaire Document) can be obtained from the St. Charles Parish Website or from the St. Charles Parish Public Works/Wastewater Office at 100 River Oaks Drive, Destrehan, LA 70047.

The office hours for the St. Charles Parish Department of Public Works/Wastewater are 7:30 AM to 4:30 PM on Monday through Thursday and 7:30 AM to 12:00 Noon on Friday.

- Interested firms must submit one (1) marked original, one (1) copy, and an electronic scanned PDF file (on either DVD or USB thumb drive) of their submittal to the St. Charles Parish Public Works/ Wastewater Office no later than 10:00 AM on Friday, September 2, 2022.

All submittals must be in a binder or be bound along the left edge.

Submittals must be delivered in a sealed package and labeled as follows:

St. Charles Parish 2022 Professional Services Request for Qualifications
Name of Firm
License Number
Address of Firm
Contact Name
Contact Phone Number
Contact Email Address

Advertisement Sources and Dates:

St. Charles Parish Herald Guide
St. Charles Parish Website
The Times-Picayune / The New Orleans Advocate
The Advocate (Baton Rouge)

Thursday, August 11, 2022
Thursday, August 18, 2022
Thursday, August 25, 2022

Public Notice

ANYONE KNOWING THE WHEREABOUTS OF THE HEIRS OF GLADYS DORSEY- PLEASE CONTACT THE LAW OFFICE MR. SALVATORE' G. LOVECCHIO AT-TORNEY-AT-LAW, IN PERSON: 943 PAUL MAILLARD ROAD, LULING, LOUISIANA, BY MAIL: P.O. BOX 423, BOUTTE, LA 70039 OR PHONE 985-785-7788. IMPORTANT PROPERTY RIGHT INVOLVED"

Published: August 4 & 11, 2022

Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of **Low and High** alcoholic content at retail in the Parish of St. Charles at the following address:
Sophisticated Hospitality Group LLC dba Cloud 9
10 Villere Dr,
Destrehan, Louisiana 70047
Members: Gary P. Boe, Jr. & Natasha Clement

PUBLISH: August 4 & 11, 2022

Public Notice

The River Road Historical Society is applying to the St. Charles Parish Sheriff's Office for a permit to conduct the 2022 Destrehan Plantation Fall Festival to be held at 13034 River Road, Destrehan, LA 70047 on November, 12 & 13, 2022 in the parish of St. Charles. Alcohol will be served at the event.
The times of the festival are:

Saturday, November 12, 2022, 9:00am till 4:00pm
Sunday, November 13, 2022, 9:00am till 4:00pm"

Publish on August 4, 2022 & August 11, 2022

Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of Low and High alcoholic content at retail in the Parish of St. Charles at the following address:
Las Rosas Mexican Bar & Grill LLC
12807 US -90, Suite 103A
Luling, Louisiana 70070
Member: Dara Donnaud, Owner

PUBLISH: April 4 & 11, 2022

Public Notice

The United Way of St. Charles is applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **2022 Battle for the Paddle** at the Judge Edward Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, LA 70070 on **Thursday, October 6, 2022** in the Parish of St. Charles. Alcohol will be served at this event.
The time of the festival:
Thursday 6 a.m.- 7:30 p.m.

Publish: Thursday, August 11th and Thursday, August 18th.

Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of **Low and High** alcoholic content at retail in the Parish of St. Charles at the following address:
Arleaux's Public House
100 James Drive
St. Rose, Louisiana 70087
Member: Joann Tillman

PUBLISH: August 11 & 18, 2022

Public Notice

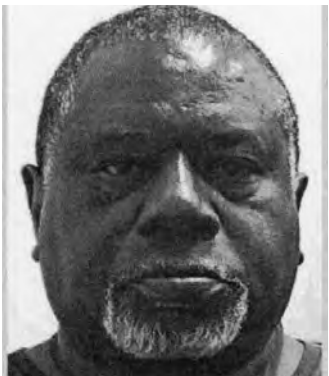


I, **Brandon Allen Billiot**, have been convicted of Carnal Knowledge of a Juvenile, Date of Conviction: 01/05/2006. My address is: 514 Milling Avenue, Luling, La. 70070

RACE: American Indian
SEX: Male
DOB: 12/26/1982
HGT: 6'2"
WGT: 226
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: August 4 & 11, 2022

Public Notice

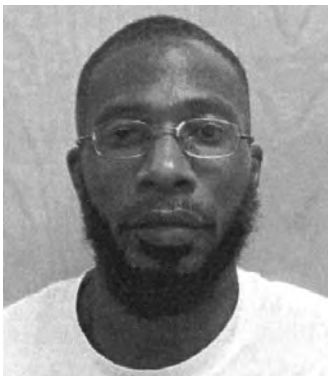


I, **JOHN AUSTIN**, have been convicted of **Forcible Rape**, Date of Conviction: 03/14/2000. My address is: 341 Goodchildren Street, Boutte, La. 70039.

RACE: Black
SEX: Male
DOB: 01/16/1959
HGT: 5'4"
WGT: 240
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: August 11 & 18, 2022

Public Notice



I, **Kendrick R. Ross**, have been convicted of Indecent Behavior with Juveniles, Date of Conviction: 05/19/2016. My address is: 705 Killona Drive, Killona, La. 70057.

RACE: Black
SEX: Male
DOB: 02/13/1984
HGT: 5'10"
WGT: 160
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: August 11 & 18, 2022

Public Notice

Public Notice

Notice is hereby given that the River Parishes Workforce Development Board has issued a Request for Proposal for a qualified operator to coordinate the service delivery of required one-stop partners and service providers. Proposals are due by September 26, 2022 at 4:00 pm and should be submitted via hand delivery to: Tommy Scott, Director, Louisiana Workforce Commission, 737 Paul Maillard Rd., Luling, La 70070, or mailed to Tommy Scott P.O. Box 1010, Hahnville, La 70057. Proposals must be submitted in a sealed envelope labeled: RFP 2022-01 "Operator for One-Stop" and name on the front lower left-hand corner of envelopes. For any information concerning the submission of proposal documents, call the Louisiana Workforce Commission, 737 Paul Maillard Rd., Suite 1A, Luling, La 70070, (985) 783-5030, Tommy Scott. Please visit the Business and Career Solutions Center (WIA) web page at www.letsworkriverparishes.com to obtain a copy of Request for Proposals. The River Parishes Workforce Development Board reserves the right to reject any or all offerors' proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best interest of the River Parishes Workforce Development Board.

Louisiana Workforce Development Board
Tommy Scott, Director

Advertisement Source and Dates:
St. Charles Herald Guide
St. Charles Parish Website
The Advocate
L'observateur

Publish: July 28, August 4, 11, 18, & 25, 2022

Public Notice

DECLARATION OF ELECTION RESULTS

Be it known and declared that the governing authority of School District No. 1 of the Parish of St. Charles, State of Louisiana (the "District"), did meet in open and public session to examine the official certified tabulations of votes cast at the special election held in the District on Saturday, April 30, 2022, and did examine and canvass the returns of the said election, there having been submitted at said election the following proposition, to wit:

PROPOSITION
(BOND)

Shall School District No. 1 of the Parish of St. Charles, State of Louisiana (the "District"), incur debt and issue bonds to the amount of not exceeding \$35,000,000, in one or more series, to run not exceeding 20 years from date thereof, with interest at a rate not exceeding 6% per annum, for the purpose of financing capital expenditures for school purposes for the District, including constructing, acquiring and/or improving schools and related facilities, together with equipment and furnishings therefor, title to which shall be in the public; which bonds will be general obligations of the District and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto, with no estimated increase in the millage rate to be levied in the first year of issue above the 5.01 mills currently being levied to pay other general obligation bonds of the District?

There was found by said count and canvass that there was a total of **1,711** votes cast **IN FAVOR** OF the Proposition and a total of **1,299** votes cast **AGAINST** the Proposition, as hereinabove set forth, and that there was a majority of **412** votes cast **IN FAVOR** OF the Proposition as hereinabove set forth. Therefore, it has been declared by the governing authority of the District that the proposition as hereinabove set forth was duly **CARRIED** by a majority of the votes cast by the qualified electors voting at the said special election held in the District on Saturday, April 30, 2022. Results by precinct are available from the Secretary of the School Board during regular business hours or via the Louisiana Secretary of State's website (voterportal.sos.la.gov). The actual cost of the election as determined by the Louisiana Secretary of State in accordance with the provisions of Chapter 8-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, is \$49,071.00.

St. Charles Parish School Board, State of Louisiana

Publish: August 11, 2022

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of St. Charles Parish West Bank Library Hurricane Ida Repairs as follows:

Owner: **St. Charles Parish**

Project Title: St. Charles Parish West Bank Library Hurricane Ida Repairs

Project No.: LR211105

Principal Work Location: 105 Lakewood Drive, Luling, LA 70070

Description of Basic Work: Hurricane Ida Interior Repairs

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 1:00 p.m. local time on September 1, 2022**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

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

A payment of \$ 50.00 in cash or check payable to the Architect will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:221(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on August 23, 2022 at 10:00 a.m. the St. Charles Parish West Bank Library, **105 Lakewood Drive, Luling, LA 70070**. Attendance of the Pre-Bid Conference is **Mandatory**.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, August 04, 2022
Thursday, August 11, 2022
Thursday, August 18, 2022

Public Notice



DAVID FERRARO
PROCUREMENT OFFICER

St. CHARLES PARISH
PROCUREMENT

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:
11:00 A. M., THURSDAY, **August 25, 2022**

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3400, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3rd FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: <https://www.centralbidding.com> PROMPTLY THEREAFTER, THE BID(S) WILL BE PUBLICLY OPENED AND READ ALOUD ON THE 2nd FLOOR IN THE PARISH COUNCIL CHAMBERS OF THE ST. CHARLES PARISH COURTHOUSE, FOR: 13 YEARLY BIDS FOR 2023

106 - CAST IRON CURB INLETS	123 - SUBMERSIBLE GORMAN RUPT PUMPS
107A - CHLORINE	125 - WASTEWATER COLLECTION SUPPLIES
107B - SULFURIC ACID	135 - RECREATION SPORTS EQUIPMENT
114B -DSM WITH INTEGRAL RETRAINTS	137 - UV LAMPS /UV 4000 SLEEVES & BALLASTS
115 - FLAP GATES	173- STEEL SHEET PILING
117 - HIGH DENSITY POLY PIPE	176- ODOR CONTROL MEDIA
119 - MICROFILMING & SCANNING	

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

BID SHOULD BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE:
"DENOTING APPROPRIATE BID ITEM"

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

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
August 04, 2022
August 11, 2022

Public Notice

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

STATE OF LOUISIANA

NO. P-12594

DIVISION "D"

SUCCESSION OF AUGUST JOSEPH TRAHANT

FILED: _____
DEPUTY CLERK

NOTICE

NOTICE IS GIVEN that JESSICA L. TRAHANT CARLIN, Administratrix of the Succession of AUGUST JOSEPH TRAHANT, is applying for authority to sell at private sale the following piece of immovable property of which the Succession AUGUST JOSEPH TRAHANT has an interest, for the sum not less than (2/3) TWO-THIRDS of the appraised value, specifically not less than EIGHTY THREE THOUSAND THREE HUNDRED THIRTY THREE AND 33/100 DOLLARS (\$83,333.33) in the following property, described as follows:

ONE CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as the Coteau de France, which lies between Bayou Saut D'Ours and Bayou Des Allemands and being a part of Lot 599 on a plan drawn by Leon J. Fremeaux, architect, on February 6, 1969, a lithographic copy of which is annexed to an act passed before Eusebe Bouny, Notary Public, on August 11, 1871, and said lot herein described is designated as LOT "B-1" on a "Resubdivision of Lots A & B of a Subdivision of a Portion of Lot 59 of the "Coteau De France" or Ranson Tract into Lots A-1 & B-1 in Section 39, T14S-R20E, St. Charles Parish, Louisiana," which resubdivision survey by Lucien C. Gassen, PLS, is dated July 7, 2004, and approved by the St Charles Parish Planning and Zoning Dept on July 14, 2004 and recorded at COB 638, folio 556 in the records of St. Charles Parish.

LOT B-1 measures, beginning at a point of beginning S66°00'E a distance of 107.41' from the corner of where Lot 61 of the Coteau de France and Lot A-1 intersect at La. Highway No. 631, thence proceed S66°00'E a distance of 167.59' to a point, thence proceed S36°59'W a distance of 146.00' to a point, thence proceed N66°00'W a distance of 142.05' to a point, thence proceed N28°55'19"E a distance of 142.45' back to the point of beginning. These dimensions are more clearly shown on a resubdivision survey by Lucien C. Gassen, PLS, dated July 7, 2004, and approved by the St. Charles Parish Planning and Zoning Dept. on July 14, 2004 and recorded at COD 638, folio 556 in the records of St. Charles Parish which survey is incorporated herein by reference.

Improvements thereon bear the Municipal No. 117 Farrell Lane, Des Allemands, LA 70030

An order authorizing him to do so may be issued after seven days from the date of second publication of this notice. An opposition to the application may be filed at any time prior to the issuance of such an order.

By: Kayla Martynenko, Attorney

Publish: July 21 & August 11, 2022

Public Notice

The Arc of St. Charles, Inc.

2022-2023 Annual Membership Meeting

Tuesday, August 23, 2022 at 5:30 PM

admin@arcofstcharles.com
13771 Highway 631
Boutte, LA 70039
985-785-0971,
Ext. 4800

Publish : August 11, 2022 and August 18, 2022

Publish/Scheduled for Public Hearing to the Parish Council on August 15, 2022

2022-0197

Enactment No. 22-7-8

2022-0202

Enactment No. 22-7-7

2022-0203

Absent: 1 - Dufrene

2022-0179

ADJOURNMENT

Absent: 1 - Dufrene

2022-0212

ORDINANCE NO. 22-8-1

WHEREAS, in compliance with Federal procurement regulations, St. Charles Parish issued a Request for Proposal (RFP) for Program Administrative/Management Services to Implement the St. Charles Parish Residential Mitigation Program to solicit a firm to provide said services on an as needed basis; and,

PART I

2. Scope of Services

- a. Coordinate and host a Program Kick-Off Meeting for all property owners to attend to ensure that the owner understands all policies and restrictions that affect the mitigation of his or her property, and to collect any missing data. During the meeting, ensure that the property owner understands the mitigation process in general, duplication of benefits (DOB), the match requirement, and all St. Charles Parish policies and procedures.
- b. Conduct individual Program Kick-Off Meetings with each property owner as needed.
- c. Confirm information previously gathered remains valid and accurate.
- d. Ensure execution of the Statement of Voluntary Participation and Affidavit, and the Applicant's Certification.
- e. Ensure the existence of records of sufficient photos of the current pre-mitigation property conditions, including all doors, utilities, and central or window air conditioning units.
- f. Provide guidance to each property owner regarding the filing of an ICC claim, the proceeds of which are to be used towards each property owner's required match and provide administrative assistance to property owners as needed.
- g. Provide each property owner with a list of qualified contractors screened by the consultant and approved by the Parish; ensure that each property owner obtains at least three bids from qualified contractors on the list.
- h. Review bids for cost reasonableness and any errors or ineligible items.
- i. Coordinate with the property owner for the completion and review of elevation/mitigation plans, foundation designs, construction details, elevation certificates, and permitting prior to construction to assure compliance with the grant programs, Parish building codes and requirements, as well as local, State, and Federal regulations, and provide copies of all documentation to the Parish.
- j. Facilitate the eligibility review of the proposed elevation by grant agency/agencies.
- k. Compile necessary pre-construction documentation required and package for Parish review and approval.
- l. Assist the Parish with the preparation of the construction contract for the property owner to execute with the mitigation contractor selected.
- m. Coordinate and host a Pre-Construction Kick-Off Meeting with the property owner, construction contractor, project manager, and St. Charles Parish.
- n. Collect documentation of payment of the match requirement from each property owner.
- o. Arrange additional meetings, as needed, with the St. Charles Parish Dept. of Planning & Zoning, the property owner, and contractor to discuss construction permitting, code compliance, and inspections.
- p. Draft and issue Notice to Proceed.
- q. Conduct periodic site visits to inspect ongoing construction and complete monitoring reports for each milestone that include photos, progress updates, issues of concern, etc. to submit to St. Charles Parish.
- r. Review milestone payment requests from contractors for compliance with program requirements, compile all necessary documentation, and submit to Parish for approval and payment to each homeowner. Coordinate with homeowners for check endorsement and remittance payment to contractors.
- s. Coordinate and host Final Site Visit Meetings following construction with the property owner, construction contractor, project manager, and St. Charles Parish and document any discrepancies.
- t. Review, analyze, and evaluate requests for Change Orders and prepare Change Orders for execution by the contractor, property owner, and the Parish.
- u. Assist the Parish in responding to information and data requests.
- v. Coordinate with the grant agency, as needed.
- w. Comply with all grant program mandates and documentation requirements.
- x. Develop and submit monthly progress reports to the Parish that summarize the status of individual projects and include other information necessary such as the program progress as a whole.
- y. Assist the Parish in the preparation and submission of the requests for reimbursement.
- z. Assist the Parish in the preparation of grant program quarterly reports.
- aa. Assist the Parish in establishing project files. These files must demonstrate compliance with grant program requirements and all applicable local, State, and Federal regulations. The project files must be monitored throughout the program to ensure that they are complete and

- that all necessary documentation is being retained in the Parish's files.
- bb. Attend and assist the Parish during grant agency monitoring visit(s) and prepare the Parish's response to any monitoring findings.
- cc. Protect each property owner's right to privacy pursuant to the Privacy Act of 1974 by restricting communication regarding the mitigation of their respective property to only Parish Administrators, the property owner, their selected mitigation construction contractor, the surveyor, and grant agency. Parish approval must be obtained prior to communicating with any other individual/agency other than those aforementioned.
- dd. Provide extensive knowledge, experience, and technical competence in dealing with elevation or mitigation reconstruction programs, specifically including the requirements associated with FEMA's Flood Mitigation Assistance and Hazard Mitigation Grant Programs, NFIP Increased Cost of Compliance, as well as construction management, and ASCE 24 standards.
- ee. Maintain staff members that have experience with elevation or mitigation reconstruction grant funding programs.

The scope of services shall be performed under and at the direction of the Parish President, or his/her designee.

3. Term of Contract

The term of this Contract shall begin as of the day and year first written above and will be for a period of three years. Upon written mutual agreement between the PARISH and the CONSULTANT, this Contract may be extended for one additional year.

The services of the CONSULTANT shall commence upon the issuance of separate Task Orders by the PARISH as needed for each elevation grant award the Parish secures during the contract period. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. The CONSULTANT shall provide services through closeout and monitoring for each event in which a Task Order is issued. The services required and performed hereunder shall not be considered complete until the PARISH has received notification of final closeout from the grant agency for each grant award in which the CONSULTANT received a Task Order regardless of timeframe.

4. Access to Information

All information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above shall be furnished to the CONSULTANT by the PARISH. No charge will be made to the CONSULTANT for such information, and the PARISH will cooperate with the CONSULTANT to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The CONSULTANT hereby agrees upon a lump sum fee in the amount of ~~\$7,250.00~~ per structure elevated as compensation for the Scope of Services provided herein. The method of payment to the CONSULTANT is as outlined in the table below:

Milestone Number	Milestone Description	Percent Complete
0.0	Pre-Construction – Approval of Engineering	15%
1.0	Passing of Inspection # 1 – Construction/Temporary Pole (Pre-elevation Certificate required)	25%
2.0	Passing of Inspection # 2 – Piling Inspection	15%
3.0	Passing of Inspection # 3 – Foundation Completion and Anchoring	15%
4.0	Passing of Inspection # 4 – Final Certificate of Compliance (Post-elevation Certificate and Certificate of Occupancy required.)	20%
5.0	Parish Receipt of Reimbursement from FEMA/GOHSEP/Other Agency for all previous Milestone Invoices	10%
TOTAL		100%

The CONSULTANT shall submit invoices to the PARISH for payment no more than once a month. These invoices shall summarize the percent complete of each milestone for each structure of which charges are billed. Each invoice amount due will be the percent complete for the period less any previous payments.

Payments will be made to the CONSULTANT after review and approval by the Parish. All payments will be made within 30 days of the submission of an invoice with all required documentation.

6. Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes, photographs, reports and data are the property of the PARISH. The CONSULTANT may retain copies of said documents.

7. Liability

CONSULTANT shall perform its Services hereunder on a best professional efforts basis, consistent with generally accepted industry standards, or in the absence of generally accepted industry standards, consistent with the CONSULTANT'S experience within the industry. CONSULTANT'S liability in the event of defect, error, omission, or failure (hereinafter called "Defect" or collectively called "Defects") in any of CONSULTANT'S Services under this Contract shall be limited to Defects arising out of its sole negligence and further limited to the correction of Defects in CONSULTANT'S original Services. In the event of any such Defect, and provided that CONSULTANT is notified by the PARISH in writing of such Defect within one (1) year after completion of the CONSULTANT'S Services under this Contract, and such notice specifically includes a request for re-performance, CONSULTANT shall re-perform the defective portion of the Services without any additional cost to the PARISH.

8. Insurance

- a. The CONSULTANT shall secure and maintain at its expense such insurance that will protect it and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Contract.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the sum of ONE MILLION DOLLARS (\$1,000,000.00).
- e. CONSULTANT shall also secure and maintain at his own expense comprehensive automobile liability insurance in the sum of ONE MILLION DOLLARS (1,000,000.00). Auto Liability should include owned, hired and leased autos.
- f. All certificates of insurance shall be furnished to the Parish within five (5) days after execution of the Contract and shall provide that insurance not be cancelled without ten (10) days prior written notice to the PARISH.
- g. ST. CHARLES PARISH shall be named as additional insured on general liability insurance policies.
- h. It shall be the responsibility of the CONSULTANT to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of the PARISH. The CONSULTANT shall further ensure the PARISH is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
- i. St. Charles Parish may examine all insurance policies.
- j. 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.
- k. CONSULTANT shall indemnify and save harmless the PARISH 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 reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

9. Records and Monitoring Visits/Audits

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the PARISH to assure proper accounting for all funds,

both federal and non-federal shares. These records will be made available for monitoring visits/audit purposes to the PARISH or any authorized representative and will be retained for five (5) years from the official date of the final closeout of the respective award, unless permission to destroy them is granted by the PARISH.

10. Terms and Conditions

This Contract is subject to the foregoing documents and all provisions contained therein titled, "Exhibit A Part II – Compliance Provisions for Federally Assisted Professional Services Contracts," "Exhibit B – Authority to Execute," "Exhibit C Non-Collusive and Non-solicitation Affidavit," and any subsequent task orders which may be issued under this contract, which are attached hereto, and incorporated by reference herein.

By entering into this Contract, CONSULTANT affirmatively warrants that CONSULTANT is currently in compliance with such laws, and further warrants that during the term of this Contract, CONSULTANT shall remain in compliance therewith.

11. Address of Notices and Communications

PARISH Mr. Matthew Jewell Parish President St. Charles Parish Post Office Box 302 Hahnville, LA 70057	CONSULTANT Mr. Jeffrey Bonura, P.E. Member BBEC 209 Canal Street Metairie, LA 70005
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With a copy to:

Carla Chiasson
Grants Officer
St. Charles Parish
P. O. Box 302
Hahnville, LA 70057

12. Jurisdiction

For all claims arising out of or related to this Contract, the CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any pleas of jurisdiction based upon the CONSULTANT'S residence or right to federal court based upon diversity of citizenship.

13. Termination or Suspension

- a. This Contract may be terminated for any reason by either party upon thirty (30) days written notice.
- b. The CONSULTANT, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract.
- c. 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 Contract to the date of termination.
- d. The Owner shall then pay the CONSULTANT promptly that portion of the prescribed fee to which both parties agree.
- e. 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.
- f. Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by CONSULTANT.
- g. This Contract shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

14. Headings

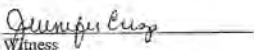
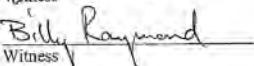
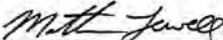
Each paragraph of this Contract has been supplied with a heading to serve only as a guide to the contents. The heading does not control the meaning of any paragraph or in any way determine its interpretation.

15. Entire Contract

All negotiations, proposals and agreements prior to the date of this Contract are merged herein and superseded hereby, there being no other agreements, warranties or understandings other than those written or specified herein. In the event of a conflict between this Contract and the Proposal, the terms of this Contract shall control.

16. Authorization

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

 Witness	St. Charles Parish
 Witness	BY:  Matthew Jewell Parish President

_____ Witness	Barowka and Bonura Engineers and Consultants, L
_____ Witness	BY: _____ Jeffrey Bonura, P.E. Member

EXHIBIT A

ST. CHARLES PARISH

Professional Services Contract

for

Program Administrative/Management Services

For task orders associated with the St. Charles Parish Residential Mitigation Program

PART II
Compliance Provisions for Federally Assisted Professional Services Contracts
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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
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8. INSPECTION
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13. COPYRIGHT
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26. POLITICAL ACTIVITY
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28. DISCRIMINATION DUE TO BELIEF
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31. DRUG FREE WORKPLACE
32. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216) - Applies to all contracts

I. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts and subcontracts in excess of \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually or annually).

NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

3. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(Applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be proscribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

5. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

6. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

7. **ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

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 five (5) years from the date of submission of the grantee's final expenditure report.

8. **INSPECTION**

The authorized representative and agents of the State of Louisiana and the Federal agency providing the assistance for this contract shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

9. **REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

10. **CONFLICT OF INTEREST**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

11. **ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

12. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

13. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

14. TERMINATION FOR CAUSE

(Applicable to all contracts in excess of \$10,000)

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.

15. TERMINATION FOR CONVENIENCE

(Applicable to all contracts in excess of \$10,000)

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.

16. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA R.S. 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

17. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

18. UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS

All contractors and sub-contractors must have an active UEI Number, as verified on <https://www.sam.gov>, prior to the award of the contract and maintain an active SAM registration with current information at all times during which it has a contract funded by federal assistance.

19. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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 excluded parties 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.

20. BREACH OF CONTRACT TERMS

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.

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

22. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

23. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

24. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

25. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract that no person having any such interest shall be employed.

26. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

27. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

28. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

29. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the contractor under this contract are confidential, and the contractor agrees that they shall not be made available to any individual or organization without prior written approval of the owner.

30. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. DRUG-FREE WORKPLACE
(Applicable to all contracts in excess of Simplified Acquisition Threshold (\$250,000))

The Contractor and its Subcontractors will comply with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500 *et seq.*, and 48 CFR 52.223-6. The Contractor, if other than an individual, shall - within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration—

- A. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establish an ongoing drug-free awareness program to inform such employees about - The dangers of drug abuse in the workplace; The contractor's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs; and The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (A) of this clause;
- D. Notify such employees in writing in the statement required by subparagraph (A) of this clause that, as a condition of continued employment on this contract, the employee will abide by the terms of the statement; and Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (D) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- F. Within 30 days after receiving notice under subdivision (D) of this clause of

a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

Taking appropriate personnel action against such employee, up to and including termination; or Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

G. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A) through (F) of this clause.

H. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

I. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

32. **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."

2022-0213
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
RESOLUTION NO. 6651

A resolution in support of the Planning and Zoning Commission's approval of 2022-10-SPU for an accessory dwelling unit in an R-1A zoning district, Lots 13 & 14, Block 3-A, Lagattuta Addition No. 1 Subdivision, 226 St. Anthony Street, Luling as requested by Elizabeth Tranchant.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981 requires the Parish Council approve a supporting resolution for Accessory Dwelling Units; and,

WHEREAS, Elizabeth Tranchant has requested a special permit to build an Accessory Dwelling Unit (ADU) in an R-1A zoning district, Lots 13 & 14, Block 3-A, Lagattuta Addition No. 1 Subdivision, municipal address 226 St. Anthony

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

WHEREAS, the Planning and Zoning Commission approved the special permit at their July 7, 2022 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL hereby provides this resolution in support of the Planning and Zoning Commission's approval of a Special Permit Use for an accessory dwelling unit in an R-1A zoning district, Lots 13 & 14, Block 3-A, Lagattuta Addition No. 1 Subdivision, 226 St. Anthony Street, Luling as requested by Elizabeth Tranchant.

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

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

And the resolution was declared adopted this 1st day of August, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Capatato
CLVD/PARISH PRESIDENT: August 2, 2022
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: August 2, 2022
AT: 3:57 pm RECD BY: [Signature]

2022-0221
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
RESOLUTION NO. 6652

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, b. Width as requested by Louis J. Brady and Mary A. Brady Whipple.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,

WHEREAS, the Subdivision Regulations requires that lot width at the minimum building setback line shall not be less than that specified by the St. Charles Parish Zoning Ordinance; and,

WHEREAS, the subdivider has requested a waiver from the width requirement for Lots A3-1 & A3-2 as shown on a survey by Louis J. Gassen Jr., PLS dated November 2, 2021 (revised June 2, 2022, July 6, 2022); and,

WHEREAS, granting the waiver will allow Lots A3-1 & A3-2 to measure approximately 53 feet wide at the front setback line; and,

WHEREAS, the Planning and Zoning Commission approved the resubdivision with the required waiver at their July 7, 2022 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the width requirement to allow Lots A3-1 & A3-2, Ama, as shown on a survey by Louis J. Gassen Jr., PLS dated November 2, 2021 (revised June 2, 2022, July 6, 2022), as requested by Louis J. Brady and Mary A. Brady Whipple.

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

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

And the resolution was declared adopted this 1st day of August, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Capatato
CLVD/PARISH PRESIDENT: August 2, 2022
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: August 2, 2022
AT: 3:57 pm RECD BY: [Signature]

2022-0222
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
RESOLUTION NO. 6653

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement as requested by Sue Cutrer Miller et al (Vitus Properties, LLC) and Marie M. DiGiovanni, LLC #2.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,

WHEREAS, the Subdivision Regulations require lots possess frontage on a street or roadway that meets the specifications of the Subdivision Regulations; and,

WHEREAS, the subdivider has requested a waiver from the arrangement requirement for Lots Z1, Z2, Z3, & Z4 as shown on a survey by C. Randall Dixon, PLS dated November 11, 2021; and,

WHEREAS, granting the waiver will allow Lots Z1, Z2, Z3, & Z4 to have no frontage on a street or roadway that meets the specifications of the Subdivision Regulations; and,

WHEREAS, the Planning and Zoning Commission approved the resubdivision with the required waiver at their July 7, 2022 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the arrangement requirement to allow Lots Z1, Z2, Z3, & Z4, Almedia Plantation, St. Rose, as shown on a survey by C. Randall Dixon, PLS dated November 11, 2021, as requested by Sue Cutrer Miller et al (Vitus Properties, LLC) and Marie M. DiGiovanni, LLC #2.

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

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

And the resolution was declared adopted this 1st day of August, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Capatato
CLVD/PARISH PRESIDENT: August 2, 2022
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: August 2, 2022
AT: 3:57 pm RECD BY: [Signature]

2022-0223
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
RESOLUTION NO. 6654

A resolution approving a waiver to reduce the five hundred foot (500') distance requirement to not less than three hundred feet (300') from protected buildings used exclusively as churches and allow issuing of a Class A-"R" alcohol license for Legacy Venue located at 737 Paul Maillard Road, Suite A, Luling as requested by Andrell Lockett.

WHEREAS, the St. Charles Parish Code of Ordinances, Chapter 3, Section 3-1(a)(1) allows the St. Charles Parish Council to approve waivers reducing the required 500' distance between protected uses and restaurants applying for a Class A-"R" alcohol license to 300'; and,

WHEREAS, the waiver may be considered when the applicant has submitted a completed application, survey showing the protected uses are no less than 300' from the location to be licensed, and letters from affected protected uses waiving opposition to the issuing of a Class A-"R" alcohol license; and,

WHEREAS, the operator of Legacy Venue has submitted the required documentation for the Parish Council to consider the waiver request.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, hereby waive the required 500' distance down to no less than 300' from Legacy Venue, located at 737 Paul Maillard Road, Suite A, Luling, to the protected uses in the area: The Potter's House Church Of God In Christ located at 712 Paul Maillard Road and St. Mary Baptist Church located at 706 Paul Maillard Road.

BE IT FURTHER RESOLVED, that the Department of Planning & Zoning shall issue a letter of locational compliance for a Class A-"R" restaurant permit for Legacy Venue, so that the owner may request an alcoholic beverages business permit through the St. Charles Parish Sheriff.

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

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

And the resolution was declared adopted this 1st day of August, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fiala
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: August 2, 2022
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: August 2, 2022
AT: 3:57 pm RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: August 11, 2022

Public Notice

Notice is hereby given that St. Charles Parish Government has applied for a 401 Water Quality Certification for the proposed Des Allemands Boat Launch to clear, grade, excavate, and place fill to construct an access road and boat launch to expand public access to Bayou des Allemands off of Louisiana Hwy 632 just north of Allemands Elementary School in Des Allemands, St. Charles Parish. St. Charles Parish Government is applying to the Louisiana Department of Environmental Quality, Office of Environmental Services for a Water Quality Certification in accordance with statutory authority contained in the LAC 33:IX.1507.A-E and provisions of Section 401 of the Clean Water Act.

Comments concerning this application can be filed with the Water Permits Division within ten days of this notice by referencing WQC 220705-01, AI 91102 to the following address:

Louisiana Department of Environmental Quality
Water Permits Division
P.O. Box 4313
Baton Rouge, LA 70821-4313
Attn: Elizabeth Hill

Comments may be submitted by email to DEQ-WaterQualityCertifications@la.gov.

A copy of this application is available for inspection and review at the LDEQ Public Records Center, on the first floor of the Galvez Building, Room 127 at 602 North Fifth Street, Baton Rouge, LA 70802, from 8:00 a.m. to 4:30 p.m. The available information can also be accessed electronically on the Electronic Document Management System (EDMS) on the LDEQ public website at www.deq.louisiana.gov.

Publish: August 11, 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 eighty 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:

Edward Ceaser (River Point Subd.)
Lot 56 (335 River Road Point)
Nature of violation: Grass cutting & removal of debris

Norma N. Frazier (Maloney's Subd.)
Lot 5 (127 Maloney Road)
Nature of violation: Grass cutting & removal of debris

Kristen Lavron (Red Church Pltn. Esta*)
Lot 112 (441 Longview Drive)
Nature of violation: Grass cutting & removal of debris

Quinton P. Mayeux (Paradis, Town of -#*)
Lot 18 (14910 Hwy 90)
Nature of violation: Grass cutting & removal of debris

Patrick Champagne (Elington Addn. to Lu*)
Lot 12A (635 Paul Maillard Road)
Nature of violation: Grass cutting & removal of debris

Roger C. Holmes (Carolyn Drive Subd.)
Lot 3C (101 Carolyn Drive)
Nature of violation: Grass cutting & removal of debris

Sealy Fria Land L.L.C (James Park Industria*)
Lot 3 (116 James Dr. West)
Nature of violation: Grass cutting & removal of debris

MDCC Assets, LLC (Plantation Business Campus)
Lot A-1 (102 Campus Dr. East)
Nature of violation: Grass cutting & removal of debris

Shawn Meacy (River Village Subd.)
Lot 26 (245 River Village Drive)
Nature of violation: Grass cutting & removal of debris

Nicholas W. Lapeyrouse (River Village Subd.)
Lot 27 (247 River Village Drive)
Nature of violation: Grass cutting & removal of debris

PUBLISH: August 11, 2022

Public Notice

The River Road Historical Society is applying to the St. Charles Parish Sheriff's Office for a permit to conduct an outdoor music event called "Jeff Rocks Back the Clock" at Destrehan Plantation located at 13034 River Road, Destrehan, LA 70047 on Sunday October 2, 2022 in the parish of St. Charles. Alcohol will be served at the event. The time of the event is from 12:00 pm until 8:00 pm.

This is event is open to the general public. Free Admission.

Publish: August 11 & 18, 2022

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