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HURRICANE IDA Recovery

ST. CHARLES PARISH

Wildcats, Tigers set for 2nd district contests



TURN to 1B

Fundraiser planned for man with ALS



TURN to 7B

School system still in recovery phase from Hurricane Ida

Monique Roth Editor
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St. Charles Parish Public Schools are still recovering over a year after Hurricane Ida dealt a devastating blow to the parish.

While district leaders report that enrollment did not significantly change after the storm and that this school year all students are attending school on a regular schedule, all the schools system's buildings and facilities are still in need of some repairs.

"As a community a year later, we

SCPPS on 12A



All SCPPS' buildings and facilities were damaged by Hurricane Ida.

Return home has been an unforgiving, unfulfilled journey for many thus far

Ryan Arena Editor
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Shelby Kliebert remembers her hesitance to leave her Norco home in the days leading up to Hurricane Ida – just 10 days earlier she and her husband welcomed their newborn daughter into the world to join the couple and their 1-year-old son.

"We were torn on leaving," Kliebert said. "Obviously, I was still recovering, we had a newborn ... we knew we'd lose power eventually, so we decided to leave ultimately."

HOME on 15A



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Hurricane Ida Recovery

ZACK

YOUNG

Luling
United Way St. Charles

Born and raised in Luling, Young was elected Justice of the Peace for District 2 in 2021. His involvement in United Way St. Charles positioned him front and center to help in St. Charles Parish after Hurricane Ida.

UWSC Executive Director John Dias said Young donated countless hours in the weeks immediately following Hurricane Ida by helping load the organization’s trailer with water and supplies and delivering the goods to churches around the parish that served as pick up locations.

“We probably pushed out several thousand pounds of groceries,” Young, who is the chairman of UWSC’s finance committee and sits on the executive board, said.

He added that his work with UWSC has been fulfilling.

“It’s one of those organizations that people can walk in in the door and leave with a solution,” Young said. “There’s no red tape. We have the ability to act very quickly. I’ve just always had this feeling of a call for service. When there’s a need to be filled ... it wasn’t even a thought ... it’s just what you do - putting others before yourself.”

Young is also involved in the Rotary Club of St. Charles Parish and Dat Dad’s Club.



KATINA

SUMMERS

Montz
Rotary Club of St. Charles Parish

In the wake of Hurricane Ida, Summers worked through her association with the Rotary Club of St. Charles Parish to assist residents.

“Katina, our grants chair, worked hard to secure disaster relief funds,” Kelsey Pollock, Rotary’s public relations chair, said. “She was also integral in the uniform replacement donation we did.”

Summers, who was recently awarded the Rotary Spirit of Service Award, worked with the SCP School Board to identify the biggest needs of local students after the storm. The result was \$3,500 worth of donated uniforms. She also helped to secure \$5,000 of aid for the Wetlands Watchers Program.

Summers was born and raised in Grand Isle, where she said she experienced her fair share of hurricane-related disasters.

“Storms are nothing new to me, but living here in Montz I didn’t expected to experience that here,” she said. “It was very humbling. I’m happy to help though ... I would do it again in a heartbeat. That’s how I was raised ... after a disaster, even as a child, I was out there helping.”

Summers said she has enjoyed her membership with the Rotary Club.

“I like being a part of Rotary,” she said. “I enjoy the members and the group. While we’re helping and doing things we have fun. It’s enjoyable to do hard work for the community.”



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Hurricane Ida Recovery

CHRISTOPHER
BAIRD

Luling
St. Charles Parish Sheriff's Office

Baird, a St. Charles Parish Sheriff's Office deputy, created the Facebook page "St. Charles Parish STRONG" during the pandemic. The page took on a new purpose in the aftermath of Hurricane Ida.

"A lot of people had evacuated and they were unsure about the extent of the damage of their homes or what the progress was with cleanup," he said. "They were also curious about business closures and re-openings and a lot of posts were geared around general information of the state of the parish after the storm."

Baird started updating the page twice daily with parish progress reports, and eventually started adding inspirational messages and quotes to his posts. The community's response was overwhelming.

"The responses I was getting were from people telling me how I brightened their day with the positivity," Baird said. "It really is an amazing feeling to be able to interact with the community outside of my profession. To be able to

help them - whether it's in person or just mentally or just bring a smile to them - is so rewarding"

Baird has been a police officer for 17 years, with most of that time spent in St. Charles Parish.

"There are still a lot of people out there struggling from the storm ... my parents are some of them," he said. "They're still living in an RV waiting for their contractors to be finished. I feel like the storm has heightened fear, but I also feel like it brought the community together as well. I see a lot more people willing to help their neighbor out."

Baird, a Marine Corps veteran, said he is proud to serve St. Charles Parish in whatever capacity he can. He said he is often stopped by people in the community who see his name tag and recognize him as the deputy who makes the Facebook posts.

"I love interacting with my community and seeing people I know and meeting new people," he said. "I love bringing people together."



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HURRICANE IDA

SCPSTRONG

“Ida was the strongest storm ever to hit our parish, and virtually every building across our 410 square miles was damaged. Quickly, we came together as a community with hope, resilience and strength. While we continue to recover and rebuild from Hurricane Ida, I am proud of how far our community has come in just one year.

The unwavering dedication of every parish employee, first responder and resident of St. Charles Parish has contributed to the success of our recovery efforts. While we still have work to do, I am incredibly proud of what we accomplished together over the last year. Hurricanes are a way of life in Louisiana, but the generosity of our neighbors, community pride and our resilience is what makes us St. Charles Parish.”

– St. Charles Parish President, Matthew Jewell



Hurricane Ida Recovery



TAMARA

PLATTSMIER

United Way St. Charles’ volunteer and event manager

Plattsmier has been with United Way St. Charles for a decade, and she was poised to help the community after Hurricane Ida.

“I tear up thinking of the truly herculean effort that Tamara put in in the weeks after Ida,” UWSC Executive Director John Dias said. “Despite losing her own residence to the storm, Tamara converted the damaged United Way College into a collection and distribution center for supplies, food, and water. She personally and with limited communications in a damaged building with no power or AC contacted a dozen or more churches and coordinated getting needed supplies into the community within about three days after the storm.”

Dias said Plattsmier stayed on an air mattress in the unairconditioned college for weeks after the storm to make sure someone was available to accept the donations.

“I said at the time – we usually think of superheroes as physically impressive figures with magic powers, but Tamara is a superhero,” he said.

Plattsmier said immediately after the storm UWSC was inundated with calls of people wanting to bring in supplies.

“We really didn’t have a plan ... it was a very stressful time,” she said. “It was difficult ... you had roads blocked. I had my kids with me and they helped me at the college. It was an awesome experience for them to learn and give back to their community. I’ve always felt like I wanted to be in a position to help other people. It makes me a happier person to be able to give.”

Plattsmier said she feels better prepared after Hurricane Ida to be able to have a plan of action if another storm were to hit the area.

“It was definitely a humbling experience, and I was just grateful that I didn’t evacuate and that I was able to bring any skills I could to help people in the community,” she said. “I was super grateful that I had a lot of help from people. People wanted to help. It was amazing to see that in a time like this the community really comes together and helps.”

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Hurricane Ida Recovery

CATINA
RAYMOND

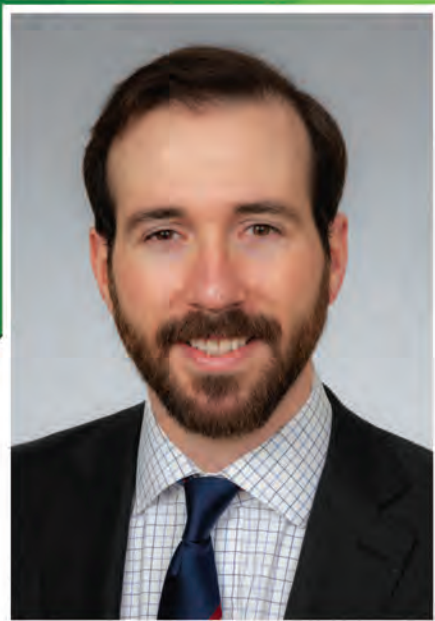
Boutte resident

Doing it her way
Raymond returned to her hometown two days after Hurricane Ida made land-fall, realizing she was lucky enough for her home to have largely withstood the brunt of the storm – but that many, many others didn’t. She sprung into action by using one of the skills dearest to her: Raymond is a heck of a cook – she owns DaRaymondsWay, a food service and catering company – and started preparing meals for her neighbors, parish residents and lineman. Ultimately, she recruited others to help in her efforts and Raymond would soon be distributing between 200 to 300 meals a day, including BBQ chicken and ribs, crawfish rice, red beans and white beans.
“We evacuated to Houston ... I brought a whole lot of food, drink and water back (to Boutte) with me because I knew nothing would be open,” Raymond said. “As soon as I found out from a neighbor that we’d gotten through without much damage ourselves, I came back and started feeding people. Others started bringing stuff from out of their freezers.”

DaRaymondsWay has been in business for nearly two years, an outlet for her culinary skills. This was another.
“I’ve always cooked and have had parties,” Raymond said. “I knew it would be hot and we wouldn’t have electricity. So, if I’m cooking and making food, that takes away half of the day – I don’t have to think too much about how hot it is.”
Inspiration
“What inspired me was knowing God had protected my home,” Raymond said. “I was asking God for help, and now it was my time to do something for others. I know how to cook. I don’t know how to put up a tarp or cut down a tree, but I know how to cook – and I know people are going to be cleaning up and would like a hot meal.
“The rewarding part is I had the chance to help a lot of people and see the smiles on their faces. My family was right there with me. It was my idea, but I didn’t do it alone ... it made me feel good. It made my heart smile.”



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Hurricane Ida Recovery

BRANDON

LANGLEY

Pastor
St. Rose Community Church

Call to action
Langley mobilized and organized hundreds of volunteers from around the country to help St. Charles Parish residents, bringing in supplies and laborers even to neighborhoods that were blocked off by fallen power poles. He and those who answered his call tarped roofs, gutted and sheet-rocked homes, organized and handed out supplies and chainsawed trees each day for months. Langley’s own home endured extensive damage, which he did not repair until months after Ida made landfall as he prioritized others before himself.

A church facility was converted into a supply distribution center, while Langley and the church also established a place where residents could go and convey what their specific needs were, and receive help thereafter.

“We’d assess the score of work needed,” Langley said. “We wrote 60 to 70 addresses on the white board each morning and started scratching them off as we served them. We had volunteers come from all over ... 70 to 90 would show up at 8 a.m. and we’d give them the names.”

They gutted, tarped or removed trees from numerous addresses. Langley also recruited a large number of volunteers from other churches throughout the southeast, who would send supplies “by the 18-wheeler.”

“We did as much as we could, especially in the early days,” Langley said. “Those first 10 days, taking 4-wheelers and 4-wheel drive trucks up the levee and taking water to people trapped in their neighborhood for days.”

Sacrificing for others
He said the choice to help others before repairing his own home or the church itself was an easy one.

“Our building and facilities with the church, that’s not where we sleep or live. We can meet for worship under some tents for a few months if it means directing our attention to people who need a place to sleep at night,” Langley said. “We prioritized people with the greatest need. Even my own house, I could sleep in it. There was a tree over my shed, a chimney blown off, but I had somewhere to lay my head down. Fixing a fence doesn’t change my life, but for an elderly person who might not have anybody who lives around there to help tarp a roof ... it just makes sense to help them.”

That so many stepped forward when he made the call for help was an affirming experience.

“Local churches, people I barely know, have never met, coming out and sacrificing, sleeping in the heat ... as part of the church, we have the best insurance policy there is: people of God all over North America and the world who live by that same concept of coming to the aid of others,” Langley said.



Hurricane Ida Recovery

SHEENA
CANDIES

Des Allemands native

A plea for help

Watching televised reports following Hurricane Ida, Sheena Candies found herself angered by what she felt was a lack of attention paid to the plight of St. Charles Parish and River Parishes residents.

“We kept hearing ‘send help to New Orleans, help to New Orleans,’ and our parish isn’t even being recognized,” Candies said. “I just knew that we had to do something, because it wasn’t right. We have people here with no houses to go back to, houses completely destroyed. Roofs gone. And no resources to get anything. I was furious.”

Candies took to Facebook Live to stream out the call for help she knew her hometown needed.

“I was begging for help,” she said. “I saw my parents’ neighbor outside on his roof, in a lightning storm, trying to put a tarp on his roof to protect what little he had left. That really spoke to me. I got on Facebook and let people know that this was ridiculous. People are forgetting about us and we need your help.”

Support surges in

People heard Candies and little by little, help began to arrive. And on Sept. 3 to Sept. 21, Candies and many of the volunteers she recruited began

serving meals to those in need, from 7 a.m. each morning to after dark. Firefighters and police from D’Iberville, Missi. arrived to set up tents and cooking stations as they delivered hot meals. Others came from Texas to serve meals. – and Candies let people know on Facebook that food was being served.

A supply tent was established and people began donating items to fill it. Sun up to sun down each day, residents were able to start rebuilding their lives, piece by piece.

As the entire effort began unfolding on Sept. 3, Candies sent a heartfelt message to her community – even as she no longer lives in St. Charles Parish, it will always be her community and will always be her home, she said.

“To the people of Des Allemands, our voice has been heard, and this is not it. We are working on getting some more help to you guys. I’m fighting for you. And I don’t live here anymore but my family does and this will always be home. But I’m fighting for you. I’m pulling for you guys. Stay strong! We got this and we can get through it.”



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A year later: Sheriff's Office recovery

Ryan Arena Editor
ryana@heraldguide.com

Beyond a few last remnants of the list of necessary repairs following Hurricane Ida, the St. Charles Parish Sheriff's Office is largely back to where it was prior to the relentless storm.

"Mostly, it came down to property damage that had to be repaired," said St. Charles Parish Sheriff Greg Champagne of the local police recovery after the storm. "We had some skirmishes over insurance ... some pretty severe damage to our storage shed ... everything took a little damage, particularly the jail which had a metal roof that's 20 years old. But it didn't affect the inmates, and we were still operating."

There was between \$200,000 and \$300,000 worth of lights damaged at Nelson Coleman Correctional Center in Killona, which has had temporary lights up since. The department's shooting range was destroyed in the storm as well, though now there are overhangs once again in place and nearly all are back up.

"We're waiting on insurance (on the lights), and once we get that squared away we'll get all the lights (replaced) up at the jail. We haven't been able to do as much as we've wanted to with the range since the storm, but we got through it," Champagne said.

There are still more than a dozen St. Charles Parish police officers who still have not been able to return to their Ida-damaged homes. In the immediate aftermath of the storm, approximately 40 officers had homes rendered unlivable due to the damage inflicted. Some were forced to move out of the parish because of the complications that arose and aggravation from haggling with their respective insurance companies.

"Even so, nobody bailed. They came to work," Champagne said. "We tried to do what we could to help make that easier. I'm proud of everyone."

To that end, the Sheriff's Office opened a temporary daycare center for its employees to allow for an easier return to work. The center opened at the police department's training facility and was a response to a problem many employees were facing with schools and many daycare centers closed in the Ida aftermath.

Many sheriff's deputies were working

16-hours or more a day, and the center provided a measure of stress relief – also supported by the fact that with their children close by, they were able to visit with them periodically during a shift.

The center averaged between 30 to 36 children a day who were looked after by staff members who volunteered to be re-assigned to the daycare after the storm. The selected employees working in the daycare had some type of experience ranging from either prior employment in childcare, or were parents or grandparents themselves with experience caring for children.

During the storm, Nelson Coleman remained operating, as opposed to moving inmates and personnel to an alternate site. The facility was built to withstand a Category 5 storm. Nelson Coleman would also host 40 inmates from St. Mary Parish. The storm came and went, staying longer than anyone would like. But outside of damage to the jail's exterior, everything – and everyone –inside proved safe and sound through it all. The generators kept everything running, the power staying on for the duration of the event.



Sheriff Greg Champagne speaks to officers during the aftermath of Ida.

Once the storm passed, there were some notable incidents of looting, Champagne said, but nothing out of proportion.

"When you have it a week after a hurricane, it's looting. Any other time, it's

theft," Champagne said, noting 2021 actually yielded a record low in total crimes committed in the parish.



Sheriff Greg Champagne speaks to the public in the days after Hurricane Ida.

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One year later: St. Charles Parish recovery

Ryan Arena Editor
ryana@heraldguide.com

Hurricane Ida slammed St. Charles Parish on Aug. 29 of 2021. A little over a year later, things have improved from an immediate fallout that saw residents stranded and without electricity, many lacking food and supplies and numerous school and business closures – but there is still work to be done and challenges that must be met.

Currently, the repair and rebuilding of damaged private property is perhaps the No. 1 challenge faced by St. Charles as a whole, as many are still fighting with insurance companies and perhaps struggling to make ends meet. This comes even a year later as the threat of the 2022 hurricane season has remained a dark cloud over all proceedings.

“It’s the greatest challenge we face,” said Jason Tastet, Director of Homeland Security and Emergency Preparedness for St. Charles Parish. “As has been reported, the difficulties that individuals face with some private insurers going bankrupt has left many people unable to repair or completely repair their home. These policies have been turned over to the state bailout program.”

Tastet said there are over 500 travel trailers and mobile housing units in St. Charles Parish.

“These residents are repairing their homes or can not fix their home and are waiting on other options,” Tastet said.

He noted an option for residents is to apply to



Restore Louisiana at www.restore.la.gov, which can provide aid to those in need.

“It’s a slow process, but there is money in the fund to assist hurricane victims,” said Tastet.

These housing issues also extend to apartment complexes. Some apartment owners are having issues collecting on their insurance policies, which Tastet said leaves the parish with less available housing options.”

On the whole, however, the situation is night and day on a parish-wide level. The damage inflicted by Ida left many to ponder their future and the future of St. Charles Parish, as the storm brought an unprecedented impact upon the area.



DAMAGE on 15A

Hurricane Ida caused devastation throughout St. Charles Parish, but our community has come together to help one another and make the parish even stronger

DESTINATION
ZERO

OUR JOURNEY. OUR SAFETY.

SCPPS from 1A

reflect on the many obstacles we overcame, acts of kindness we witnessed, and the triumphant return that made us even stronger as a school system and community,” Superintendent Dr. Ken Oertling said. “We came together to make sure the needs our students, employees and community as a whole were met. Others from across the country made donations and volunteered to help get us back on our feet. And even though our recovery continues, we are united and stronger because of what we experienced.”

District Chief Plant Services and Security Officer John Rome, Jr. said due to the impacts of Hurricane Ida



the district is currently in the construction phase of major bid restoration projects, with two more requiring design, bidding and construction. Some school renovations are taking place that allow the district to update and modernize school buildings.

The six major projects currently in the construction phase include restoration of Destrehan High School buildings A and B, restoration of Hahnville High School building D, restoration of the Professional Learning Center and roof replacement at Ethel Schoeffner Elementary and New Sarpy Elementary. Rome said all six projects are slated to be completed by late spring of 2023.

The two major projects requiring design, bidding and construction include roof and wall panel replacement at the Satellite Center and roof replacement at HHS’ building C. These projects are slated for design in the fall of 2022 with an approximate construction commencement in the summer of 2023, Rome said, adding that these two projects are anticipated to be completed by the summer or 2024.

“In addition to these eight major bid restoration projects, smaller scale, permanent hurricane damage restoration projects are in the pre-construction or construction phase at all sites,” he said.

Rome said these projects include, but are not limited to, roof repairs, window repairs, gutter/downspout/flashing/wall panel repairs/replacement, fence repairs/replacement, canopy repairs/replacement, drywall repairs/replacement and flooring repairs/replacement.

“All district sites have and will remain operational



throughout the restoration/construction process,” he said. “Temporary repairs and safety measures have been put in place to provide a safe environment that is conducive to teaching and learning. The district anticipates all of these projects to be completed within a two-year period.”



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St. Charles Parish School Board District 2

NOVEMBER 8, 2022



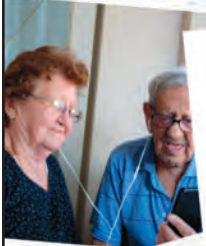
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MELISSA MANNING PERRIER

Fourth Generation Norco Resident,
Campaign and Marketing Manager for United Way of St. Charles

Pictured in front of her hurricane damaged home in Norco, 2021.

“In the wake of Hurricane Ida destruction, I am so proud of the ways our community has come together the last year.

It’s become so common to hear news of division and differences tearing our country apart, but I feel like St. Charles Parish has come together and stepped up for each other in ways I could have never imagined. But as you drive around on both sides of the river, there are constant reminders that our work is not yet done.

We

all know someone who:

- is not back in their home yet.
- is still fighting their insurance company.
- will spend their second Thanksgiving and Christmas in a FEMA trailer; **and for those neighbors we must continue the difficult work of rebuilding together.”**



Obituaries

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

Caillet

Paula Ruth Caillet, 70, a native of New Orleans, La., and resident of Luling, La., passed away on September 19, 2022.

Visitation will be on Tuesday, September 27, 2022 at Holy Family Catholic Church from 9:00am until service time. A Mass of Christian Burial will be celebrated at 11:00am with cremation to follow.

Paula is survived by her mother; Bernice Fahrig Caillet, sisters; Denise C. Hillburn, Ellen C. Dupre, and Peggy Jo C. Nelson; brother, Paul (Chris) Caillet, godchildren; Rebecca T. Hillburn, Maria D. Courson, and Lowell A. Nelson, nieces and nephews; Rebecca (Joseph) Coco, Devin Hillburn, Derek (Lisa) Dupre', James (Meghan) Dupre', Jesse (Mary Cate) Dupre', Michael (Anh "Ni") Dupre', Maria (Justin) Courson, Rachel (Kyle) Crumpler, Lowell (Brenna) Nelson, Jeffery Nelson, Tristan Nelson, Cecelia Nelson, Melanie Nelson and Blaise Nelson, great-nieces and great-nephews; Lucy, Calista, and Celeste Courson; Anya Crumpler, Kaiden Dupre', and Brian Dupre'

Paula was preceded in death by her father; Paul V. Caillet, brother; Lowell Paul Caillet, and brother-in-law; David W. Hillburn.

Paula graduated from Hahnville High School in 1970, from Southeastern Louisiana University in Hammond in 1974 with a BA in Elementary Education. Paula was employed by St. Charles Parish School System as a Kindergarten teacher for 25 years, she taught at Killona Elementary School, Paradis Elementary School, with the majority of her teaching career at Des Allemands Elementary School in Des Allemands, La. Paula was a lifelong Parishioner of Our Lady of the Most Holy Rosary Church in Hahnville, La., she prayed weekly in the Chapel of Perpetual Adoration at St. Mark's Catholic Church in Ama, La. Paula was a resident of Orange, Texas, and Luling, La. Paula was artistic and had a creative soul; she enjoyed many hobbies including sewing, counted cross stitch, resin casting, tie dye, and many other artistic endeavors.

Paula was a teacher until the day she died and her faith touched many people.

Falgout Funeral Home is in charge of arrangements.

Paula's family would like to express their gratefulness for all the care and treatment that she received from the doctors and nurses that attended to her will she was at Ochners/St, Charles in Luling, La. and Ochsner's Main Campus.

Parks

Venis Antoine Parks passed away on Tuesday, September 20, 2022 at 8:52 pm in Lockport, LA.

Beloved husband to the late Irene Cavalier Parks. Father of Kathleen Parks Kinler (Joseph Kinler) and Greta Parks Valliant (Mike Fisher). Grandfather of Janina Kinler (Frankie Edwards), Bart Kinler, Jamsie Gault (Robbie Gault) and Lacy Jenkins (Wes Jenkins). Great grandfather of Averi Valliant, Landry Jenkins, Easton Jenkins, great grand doggy Harley Marie and a host of nieces and nephews. Son of the late Ernest Parks an Edna Folsie Parks. Brother of Terry Parks (late Sylvia Parks) and Gary Parks (Glenda). Brother of the late Velma Dufrene (Elmond), Wilmer Parks (Beulah), Ethel Savoie (Eldon), Raymond Parks (Earline). Brother-in-law of the late Thomas Cavalier (Georgianna). Companion of Doris Loyacano. A native and resident of Paradis, LA. Age 96 years.

Venis (also known as "Paw") was born in 1926 and grew up on Highway 306, the Bayou Gauche Road in Paradis. He was number 3 of 7 siblings. He worked for National Linen Service in New Orleans for 44 years and he went from routes-man helper to district manager. He was one of the co-founders of the Paradis Fire Department in 1955. He was the grand marshall for the Des Allemands parade in 2020. He belonged to the THETA Golden Age Club in Gretna.

We would like to thank the Broadway Living and Elder Rehabilitation Center, Hope Healthcare Hospice and Darlene Dugas for their special care and compassion.

Relatives and friends of the family are invited to attend the funeral. A Mass of Christian Burial will be celebrated at St. John the Baptist Catholic Church, Paradis, LA on Tuesday, September 27, 2022 at 11:00 am. Interment St. Charles Cemetery, Luling, LA. Visitation from 9:00 am until funeral time. After interment, everyone is invited to a celebration of his life at Paradis Fire Department, 807 Barber Rd., Paradis, LA

Falgout Funeral Homes are in charge of arrangements.



Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

• **Yamileth Flores-Diaz, 21**, of 11618 River Road in St. Rose, was arrested Sept. 25 and charged with battery of a dating partner/child endangerment.

• **Stewart Brown, 38**, of 202 Gentle Island Drive in Broussard, was arrested Sept. 25 and charged with obstruction of justice/evidence tampering, traffic and possession or distribution of drug paraphernalia. He was a fugitive.

• **Suzanne Willett, 41**, of 202 Liza Court in Montz, was arrested Sept. 26 and charged with possession of hydrocodone, possession with intent to distribute methamphetamine, possession of suboxone, possession of MDMA, traffic violation and possession of distribution of drug paraphernalia.

• **James Taylor Jr., 59**, of 216 Warwick Street in LaPlace, was arrested Sept. 22 and charged with possession of fentanyl. He had an attachment.

• **Ahmad Morris, 19**, of 214 Union Street in Montz, was arrested Sept. 21 and charged with possession of Vyvanse, illegal carrying of weapon in presence of CDS, possession of marijuana, possession of tramadol and traffic violation.



Real Estate Transactions

• **1 Bridle Path Lane in St. Rose** sold for \$230,000 by Rose Kern to The Frank and Jeanne Fabacher Exemption Trust.

• **322 River Ridge Drive in Boutte** sold for \$260,000 by Peter Mogeni to Erny Widjaja.

• **122 Keller Street in Hahnville** sold for \$347,000 by Reve Inc. to Kia Dubose.

• **103 Liza Court in Montz** sold for \$363,500 by Joshua Gonzales to Sean Hardin.

• **102 Peter Lane in St. Rose** sold for \$239,900 by Jean Richardson to Nicole Young-Smith.

• **202 St. John Street in Luling** sold for \$272,000 by Jenni Barrette and Charles Adolph to Joshua Wolschleger.

St. Charles HERALD-GUIDE

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HOME from 1A

They left their home, and haven't returned to live there since.

Of course, they've been to the site of what is now a completely gutted home thanks to the damage inflicted by Ida. But battles with insurance have resulted in setback after setback in what's been a, to date, futile attempt to return to their house for good.

"The contractors can hopefully start tomorrow with construction," Kliebert said Sunday. "They're confident within six months it will be done ... at this point, I'm not holding my breath."

Kliebert first thought her home had suffered relatively minor damage. Her mother and stepfather had stayed home through the storm and went out to the site right after the storm, but in the dark of night only so much was apparent.



"A broken window, the fence was down ... things looked to be OK otherwise," she said. "Then the ceiling had fallen through. There was obvious roof damage, and all of our windows broke through."

The insurance fight has been maddening, Kliebert said.

"We went through multiple inspectors," she said. "One didn't even include the whole house on his sketch, so not everything was accounted for. Another came out and said I need to get my tarp removed within 24 hours, telling me 'I can't do my job if you don't,' which came across as a threat like we wouldn't get any money at all. Then the third adjuster lived in Chalmette for Katrina and was very empathetic to our situation. They did the complete inspection."

"The biggest challenge is trying to maintain our sanity. I think it's the hardest on the kids."

— Nicole Cook-Ficaro

By this point, they were all the way in February, and even from there it's been a slow process.

"Every time we turn something in with insurance, it's you need this, or you're missing that," Kliebert said. "One told me I wasn't working hard enough to find a contractor. I had a spreadsheet with 30 contractors to reach out to – nobody would take up my house because they didn't have laborers, materials, enough time ...

"The insurance company said, 'Are you doing your part in this partnership? Because we're in a partnership here.' We are not in a partnership. I pay you, I am your customer, and I'm doing well beyond what I should have to do – but I have to get my babies back home."

Due to the length of the process, Kliebert's parents ultimately purchased a home in Destrehan for Kliebert and her husband to rent while work on their home is done.

"That's been a definite relief," Kliebert said. "We lived in a trailer for about two months with no working A/C. It was small and we have four people here with two toddlers ... it was just not a good experience."

Nicole Cook-Ficaro and her family of four – or of six, counting their dog and cat – have been making it work in a trailer since the storm, as they too have been on a seemingly unending journey to return to their severely damaged home in Destrehan's Ormond subdivision.

"The biggest challenge is trying to maintain our sanity," Ficaro said. "I think it's the hardest on the kids. They don't have some of their favorite things ... they're 7, twins. I just hate not knowing. We were thinking we'd be back home by January. They just started the floors and cabinets ... I honestly haven't asked for a new estimate on time, because I don't want to go through that disappointment all over again."

She said nonetheless, she's hoping it will be by Thanksgiving. In the meantime, the ordeal has been not just mentally taxing, but a burden financially.

"It gets costly. We have to go out and buy things we know we have, but we can't really get to them," she said. "This was our dream house. We loved everything about the way it was. So having to tear all of that down and rebuild is difficult to begin with, and then you add the headache of waiting for everything to come in."



And just as in Kliebert's case, insurance has been a pain for Ficaro as well.

"We had to get Louisiana Citizens, and that increased. And it possibly will go up even more for all of us next year," Ficaro said. "It seems really unfair. They talk about it when it happens, but then it seems like the state just moves on."

The lone silver lining she finds in all of this is her family has grown closer together through the adversity.

"The closeness ... the kids, my husband and I have so much more time together," Ficaro said. "The kids have learned to appreciate things that so many don't at that young age. So many things are replaceable, but relationships aren't."



DAMAGE from 11A

"The recovery efforts over the past 13 months have been tremendous," Tastet said. "We have completed a lot of projects even with the supply chain issues. There have been a lot of repairs made to public facilities and other repairs are still ongoing. We are working on getting those completed as quickly as possible."

At last month's River Region Chamber of Commerce



Tri-Parish President Forum, St. Charles Parish President Matt Jewell gave an update on the overall health of the parish and its interests one year after the storm.

"Hurricane Ida has been the hot ticket item on all of our lists," Jewell said, seated alongside St. John the Baptist Parish President Jaclyn Hotard and St. James Parish President Pete Dufresne. "We're still recovering from last hurricane season ... it's been difficult to recover with labor market we have, the inflation we have, and that's true not just for government, but our residents at home who can't find contractors or are fighting with insurance companies. Whether it's over \$4,000 or \$4 million, they're treating you the same."

Jewell went on to note efforts are ongoing in regards to parish beautification.

"Getting rid of blighted properties is high on the list," Jewell said. "We were doing a lot better on that until Ida blighted a lot more of



them. We're working with business owners as part of our recovery who have blighted properties along our main corridor – we ask how it's coming with insurance, with improvements."

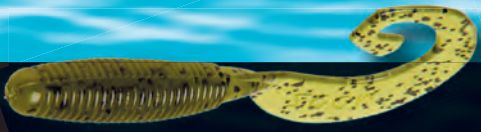
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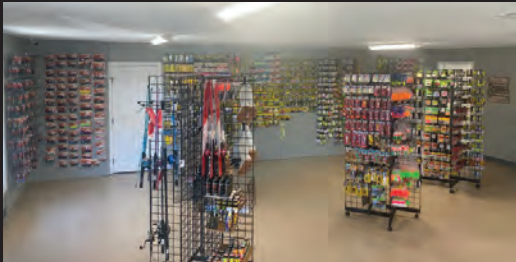
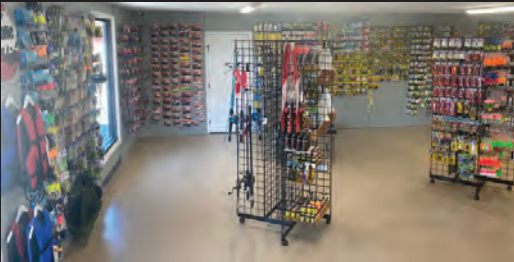
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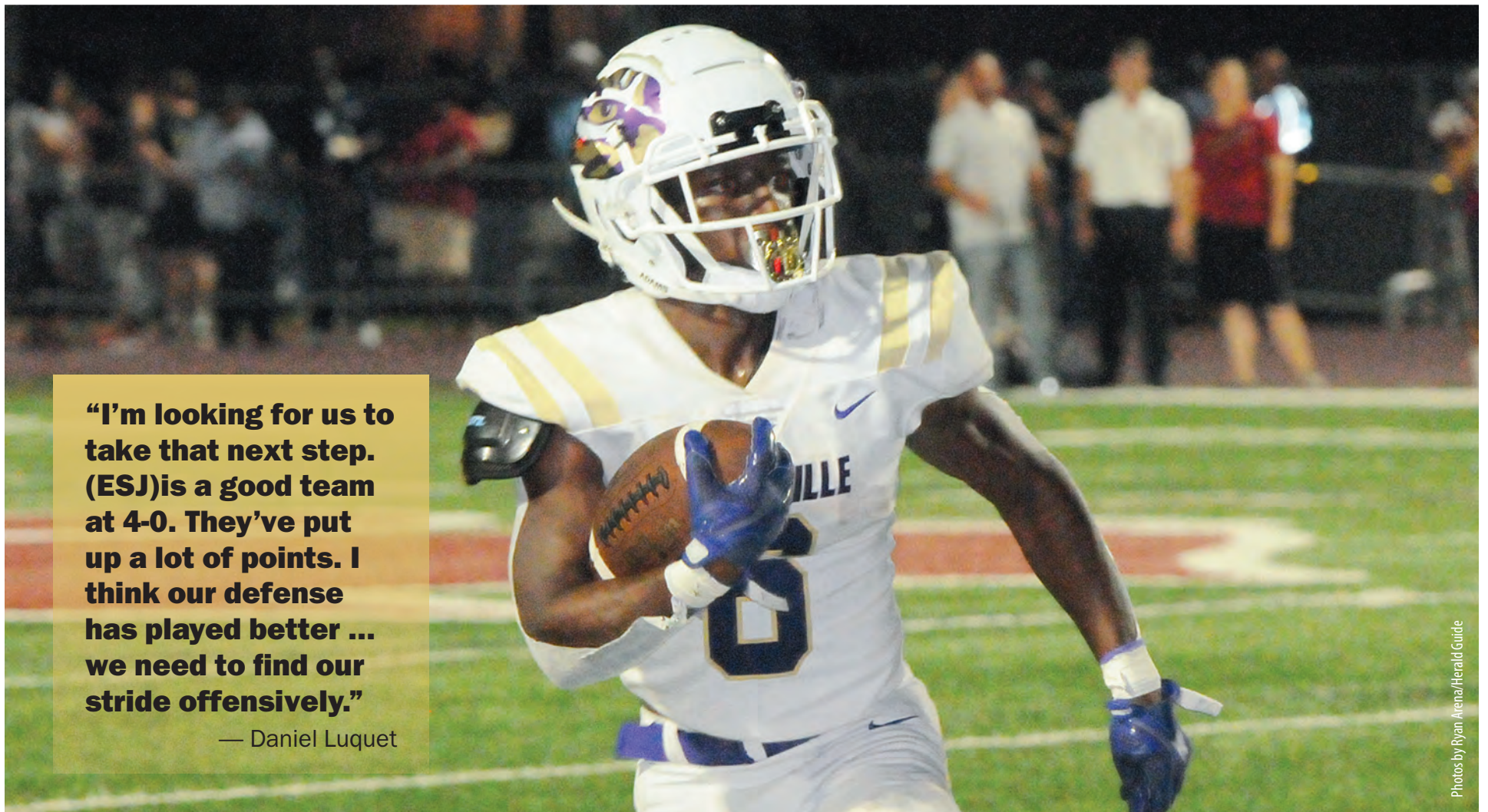


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“I’m looking for us to take that next step. (ESJ)is a good team at 4-0. They’ve put up a lot of points. I think our defense has played better ... we need to find our stride offensively.”

— Daniel Luquet

Photos by Ryan Arena/Herald Guide

Joshua Joseph runs after the catch in Hahnville’s game with Destrehan on Friday.

Tigers face unbeaten East St. John

Game between perennial 7-5A contenders figures to loom large for playoff positioning

Ryan Arena Editor
ryana@heraldguide.com

A big game with key playoff positioning implications awaits Friday night as undefeated East St. John visits Hahnville for a District 7-5A battle.

Last season, East St. John went 3-4 overall and 3-3 in District 7-5A. The Wildcats began last season behind the eight ball, only receiving much of their proper gameday equipment on game day of their second week of the season.

But the Wildcats went 5-1 in the regular season two years ago and 6-1 the year before under head coach Brandon Brown. This season’s East St. John squad more closely resembles those two teams in terms of results thus far, as ESJ enters unbeaten at 4-0, earning wins over St. James, Lanier (Mississippi), Thibodaux and Landry. Its most dominating performance of the season came in its district opener, earning a 57-26 win at Thibodaux after taking a 26-20 lead into the half and outscoring THS after halftime.

Hahnville (2-2, 0-1) has lost two in a row to East St. John, last winning in 2019.

“I’m looking for us to take that next step,” said Hahnville head coach Daniel Luquet. “(ESJ)is a good team at 4-0.

They’ve put up a lot of points. I think our defense has played better ... we need to find our stride offensively.”

As is usually the case with the squad from Reserve, the name of the game is speed. The Wildcats fly to the ball on defense and to the endzone on offense.

East St. John returned 15 starters from its squad a year ago. Their performance thus far indicates that falling short of the playoffs did not sit well with any of them.

Eight of those 15 starters come from the defensive side, where Brown has developed a reputation for his stoppers as a hard-hitting, stingy group from year to year. Luquet said it all starts the team’s talented linebackers, including OLB standout Kaden Henderson.

“The outside linebackers do a great job funneling everything inside,” Luquet said. “They’re not as big up front as they’ve been in the past, but what they lack in size they make up for in speed.”

On offense, Joshua Mitchell quarterbacked a talented group. Running back Cortez Fisher is back and figures to see plenty of action on Friday.

“Fisher’s a good back, one of the best in our district,” Luquet said. “They’re different from last year ... they put the ball in



Ryan Gregson picks up yards with his legs against Destrehan.

Photo by Ryan Arena/Herald Guide

the air and stretch you vertically. When they feel like they have you playing coverage and taking guys out the box, they pound you with Fisher.”

Mitchell, Luquet says, has a big arm and the weapons to take advantage.

“He’s not afraid to trust his guys. He’ll put it up for his guys to go get it and he’s very confident in the pocket,” Luquet said.

The powerful All-District back is

complemented by fellow rusher George Martin, a shifty back with long speed. Tight end Devin Davis stands out at 6’6 and 225 pounds.

Last year’s game between these teams was a street fight. East St. John held off Hahnville 8-3 in a defensive battle decided by a Kylon Harris run out of the Wildcat.

TIGERS on 6B



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OFFENSE

Nathan Brevelle
Offensive lineman

The senior lineman played tough and physical in the trenches against one of the toughest defensive fronts in the state on Friday. This season, he and his teammates on the line have paved the way for the Tigers to be strong and productive on the ground yet again.



DEFENSE

Dae’Ron Price
Cornerback

Price and the Tigers’ defense kept things close early on against No. 1 Destrehan, allowing no offensive points in the first quarter - the first time DHS has been held without a first quarter touchdown this season. Price recorded 9 tackles, four assists and five solo, and two tackles for loss.

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DESTREHAN
PLAYERS



OF THE
WEEK



OFFENSE

Daniel Blood

Wide receiver

Blood continued what's been a dominant season for the senior in Destrehan's win over Hahnville on Friday. Blood scored two touchdowns in a game for the third time this season, hauling in three catches for 59 yards and a score to go with a 62-yard punt return touchdown - his third on returns this season.



DEFENSE

Jairin McCall

Defensive lineman

McCall dominated on the interior for Destrehan, tallying seven tackles and a sack. He anchored a defensive front that put pressure on Hahnville all night in the Wildcats' 41-3 victory on Friday night. Destrehan has allowed just 11 points all season, with two of those coming on a safety.

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SCENES FROM THE SIDELINES





DHS moves to No. 1 after rivalry win, Braves next

Destrehan has outscored opposition 173-11 after four games

Ryan Arena Editor
ryana@heraldguide.com

Off to as dominating as start as it's ever had, No. 1 Destrehan turns its attention to H.L. Bourgeois, which hosts this District 7-5A clash on Friday.

H.L. Bourgeois enters with a 1-3 record thus far this season, including a 22-17 loss in its district opener a week ago to Terrebonne. The Braves' lone win came in Week 3, a 26-14 victory over Ellender, with prior losses to West Jefferson and Lafayette.

The Braves went 4-5 in 2021 and posted a winning district mark at 4-3. The season was indicative of a program on the upswing, as those four wins bested the team's combined mark of three wins over the 2020 and 2021 seasons.

Last season, Destrehan defeated H.L. Bourgeois 45-0 that was in part highlighted by a pair of defensive touchdowns scored by Kevin Adams and Jermaine Stewart respectively. Trey Nixon, Shane Lee and Brandon Freeman each added rushing touchdowns on the night.

Destrehan is trying to extend a District 7-5A winning streak of what is now 16 games after last week's 41-3 victory over rival Hahnville.

NUMBER ONE – Destrehan climbed to the top of the LSWA's Class 5A poll, a choice at the top made a no brainer following the news that



Andrew Schafer of Destrehan tackles Hahnville's Dakota Williams.

previously No. 1 ranked Karr would have to forfeit its first three wins of the season.

But Destrehan isn't backing into anything, not by a longshot. The Wildcats have now outscored their opponents by a ridiculous 173-11 margin.

The Wildcats are unified in their vision for how this season will play out. After last Friday's win over Hahnville, defensive tackle Jairin McCall said that the win felt good, but that he and his teammates still had much work to do because the goal is a return to the Superdome for the Class 5A championship game – and to return from that game with a win. Several teammates have echoed the same sentiment after wins this season, as a Destrehan team that has been to at least the state

semifinals in four consecutive seasons is determined to take that final step this year.

DESTREHAN 41, HAHNVILLE 3 - For much of the first half, Hahnville hung tough with Destrehan as the two teams waged the same kind of intense competition fans have come to expect from the Battle on the River.

But as the night went on, Destrehan imposed its will.

The Wildcats' defense kept Hahnville from ever getting on track offensively and the Tigers' defense ultimately wore down against a heavy dose of the Destrehan running game, as Destrehan secured a dominating 41-3 victory over its archrival at home in the District 7-5A opener.

Daniel Blood scored two touchdowns to lead

an otherwise balanced scoring effort by the Wildcats (4-0, 1-0), who scored each of its other touchdowns via the run.

The Wildcats loaded the box heavily most of the night, forcing Hahnville (2-2, 0-1) to look downfield for answers. But the Destrehan pass rush combined with the play of a strong group of defensive backs led to several short Hahnville possessions, which in turn gave the Destrehan offense the opportunity to grind down the Hahnville front seven.

"We just listened to our coaches," said Destrehan defensive tackle Jairin McCall. "We looked for the signs he gave us. He really told us to blitz most of the game, because they run screens and they run the ball a lot up the middle. I was there to shut down the middle, and we

did a good job getting it done as a team.

"It feels good to get this one. But there's a lot more work to be done. We're trying to get to the Dome."

Said Destrehan head coach Marcus Scott, "We know they have some big play guys on the offensive side. We wanted to limit their big plays and rally to the ball, and we got the job done tonight ... we had to be gap sound and play with good technique up front."

Destrehan drove into Hahnville territory on its first possession of the night, but the Tigers ultimately held firm and forced a DHS punt. Destrehan forced Hahnville to punt as well, but Hahnville got a big play defensively when Temaj Mitchell recovered a fumble.

Midway through the first quarter, Tigers punter Dakota Morales made an impressive play to recover the ball, evade the rush and get off a solid kick.

But receiving the ball was one of the state's most lethal punt returners: Blood, who shook free down the sideline to post the game's first touchdown, giving Destrehan a 7-0 lead with 1:54 left in the first quarter.

The Tigers' Dylan Patterson got his team on the board with a field goal that cut the lead to 7-3.

Destrehan responded in the second quarter. Jai Eugene found Leslie Jefferson downfield for a

25-yard gain, highlighting a drive that Eugene himself capped with a touchdown run that made it 14-3 with 6:43 left in the first half.

Hahnville was unable to find points on its next drive, and the DHS defense forced another quick punt. Destrehan's next touchdown came just over 90 seconds of game time later as Brandon Freeman shot through the line for a 24-yard touchdown run, making it 20-3. The extra point was no good.

The Tigers found footing at the end of the first half, driving deep into Destrehan territory. But faced with a fourth down just before halftime, Patterson's field goal attempt hit the left post and was no good, leaving it a 17-point deficit.

Hahnville's first drive of the second half ended when Destrehan defensive back Kevin Adams intercepted a Ryan Gregson deep pass.

Shane Lee capped the ensuing drive with a 1-yard touchdown for Destrehan that made it 27-3.

Blood scored his second touchdown of the night on a pass from Eugene, converting on a physical catch and run play that made it 34-3.

Trey Nixon scored the final touchdown for the Wildcats to cap things off on the night.

TIGERS from 1B

Hahnville will be quite hungry to win this one after falling to No. 1 ranked Destrehan last week, 41-3, in the Battle on the River.

"We've moved past it," Luquet said. "You have to be a short memory. For this week, one thing we talk about is protecting home field. Protecting your house. You win at home and steal some on the road, you're a pretty good football team. We're 1-1 at home, we have to get better and that starts this week. At this point, if you have the goal of having a home play-off game, these are the ones you need."

BEAST CAN BE BEST IN CLUTCH – In Hahnville's Week Two win over Mandeville, a 42-41 overtime thriller, the Tigers knew immediately what they wanted to dial up first to begin overtime. "We knew we were going Beast," Luquet said.

The Beast is the team's version of the Wildcat formation, in which a running back or wide receiver lines up at quarterback in a very tight, heavy offensive set. With a group of gifted linemen and rushers, sprinkling it into the team's attack has been a natural lift, one that's also helped to ease the transition from

injured quarterback Donovan Friloux to backup Ryan Gregson over the past few games.

Going Beast in overtime against Mandeville provided the game-winning points on the very first play of overtime when Calvin Smith took it in for a score.

"It's a man vs. man type of thing, an Identity formation for us," Luquet said. "Calvin Smith is 198 pounds. Joshua Joseph squats 400 something, 500 pounds. Chase Brooks can run really, really fast and he's certainly not weak by any stretch of the imagination. We have to rely on those guys, three of our best players. We brought it in here in 2019 and it's not something most see."

Thus far, be it in the Beast or not, Hahnville's had a lot of success running the football once again in 2022. Four different players have topped 100 yards rushing, led by Joseph's 254 yards and three touchdowns on 43 attempts. Smith has rushed for 213 yards and three scores on 40 carries. Brooks is at 135 yards and a touchdown on 19 attempts and Titus White has rushed for 118 yards on 17 carries.

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Fundraising event planned for Luling man recently diagnosed with ALS

Jeff Willet has been involved with music and in bands since he was a teenager.

Monique Roth Lifestyles Editor
moniquer@heraldguide.com

Oct. 2 will be a day to remember for Jeff Willet. After all, the day has been named after him.

Willet is a Luling man whose love of music has parlayed into him being a life-long musician. The St. Charles Parish Council recently proclaimed that Oct. 2 will be Jeff Willet Day, and on that day Destrehan Plantation will host Jeff Rocks Back the Clock.

Willet, who just this month retired from the LA DOTD, said he first learned how to play music from his grandfather. Willet graduated from Hahnville High School in 1979 and began playing in a band shortly after that.

Willet said he has played in many bands throughout the years, and considers his time playing music and meeting new people through those musical experiences as some of the best days of his life.

“I am so lucky,” he said. “I mean ... what little bit of talent the Good Lord blessed on me I worked hard ... I would give 100 percent for every performance. I’m just blessed to be around these musicians who have way, way more talent than I’ll ever have. To be able to be out there with people and meeting so many people in my life ... it was a fun thing. It really kept a smile on me in my life. I love to have the smiles outdo the frowns.”

WILLET to 8B



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Facts About Radiation for Prostate Cancer



BY: BRIAN BROGLE, MD
ST. CHARLES PARISH HOSPITAL

Radiation therapy has emerged as one of the most common treatments for prostate cancer. The prevalence of this disease makes it important to understand how radiation fits into the therapeutic toolbox at the disposal of doctors.

According to the American Cancer Society, about 1 man in 8 will be diagnosed with prostate cancer during his lifetime. Other than skin cancer, it is the most common cancer in American males. Experts predict more than 34,000 deaths in the United States will be attributed to prostate cancer in 2022.

However, prostate cancer can often be treated successfully, especially if the disease is caught in its early stages. In addition to surgery, one of the most widely used treatments is radiation therapy, which employs high-energy rays or particles to kill cancer cells or keep them from growing or dividing. It can be used to treat both early stage cancers of the prostate gland and more advanced stages that may have spread beyond the prostate. It can also be used alone or with other treatments.

The prostate, part of the male reproductive anatomy, is a rubbery gland located just below the bladder and in front of the rectum. It is about the size of a walnut and surrounds the tube that empties urine from the bladder.

While the exact causes of prostate cancer are unknown, we know that family history of the disease is a risk factor. In addition, Black men are more likely to get prostate cancer than white men. Reasons for this disparity are complex, and more research is needed to understand why.

Partly because prostate cancer is typically

slow-growing, experts say only about one in 35 men will die of it. That positive outlook is also due in part to effective screening practices and treatments, including the use of radiation.

There are a few important things men should know about radiation treatment for prostate cancer.

Prostate cancer radiation treatment comes in two general forms: external beam radiation and internal radiation, also known as brachytherapy.

With the external versions, beams of radiation are focused on the prostate gland from a machine outside the body. It is the most common form of radiation treatment for prostate cancer and it is painless, much like an X-ray. External radiation therapy requires regular sessions, usually five days per weeks, over a period of about five to eight weeks. This type of radiation can be used to try to cure all stage cancers, or to help relieve symptoms such as bone pain if the cancer has spread to a specific area of bone.

With internal radiation, a doctor places radioactive pellets or seeds, each about the size of a grain of rice, into the prostate using needles. The seeds emit radiation to destroy the cancer cells in their vicinity. Generally, internal therapy is used only in men with early stage, slow-growing prostate cancer, but is sometimes used in conjunction with external radiation for higher risk prostate cancers. When treating those in the early stages of disease, patients frequently do well with either brachytherapy or external beam radiation. Success rates of around 90 percent or higher can be achieved with either approach.

Side effects of both types of radiation therapy are relatively mild for most patients. With external beam radiation, patients may experience an increased need to urinate, a weak urinary stream, burning or tingling

with urination and occasional diarrhea. Some patients may also experience fatigue and skin changes in the area of the radiation. Most of the symptoms ease after the therapy ends. Brachytherapy patients may experience many of the same side effects with the addition of perineal pain, a brief period of blood in the urine and scrotal swelling.

In cases where cancer hasn't spread beyond the prostate, patients are often presented a choice between radiation therapy and surgery. The main type of surgery for prostate cancer is a radical prostatectomy. In this operation, the surgeon removes the entire prostate gland plus some of the tissue around it. The major possible side effects of radical prostatectomy are urinary incontinence and erectile dysfunction. Both surgery and radiation treatments work well. With either treatment, the chance of your cancer spreading is low.

If it has been a while since your last annual wellness exam, it's a good idea to schedule an appointment with your primary care provider. A prostate-specific antigen (PSA) blood test can help determine if you have prostate cancer. Early detection is an important tool in getting appropriate and timely treatment.

Dr. Brian Brogle earned his medical degree from Louisiana State University School of Medicine. Following graduation, he completed a general surgery residency at Tulane University Medical Center and a urology residency at Robert Wood Johnson Medical School. Dr. Brogle is board certified by the American Board of Urology and has been on staff at St. Charles Parish Hospital since 1999. To schedule an appointment with Dr. Brogle at Ochsner Health Center – Destrehan (Plantation View Medical Offices, 13100 River Road, Destrehan, LA) call 985-764-7669 or visit Ochsner.org.

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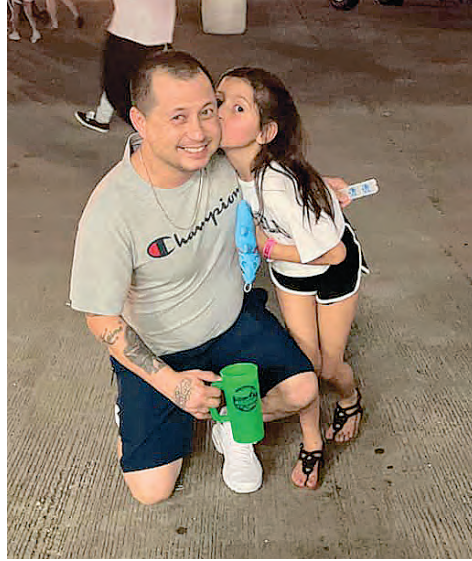


WILLET from 7B

Jeff Willet recently received a proclamation from the St. Charles Parish Council proclaiming Oct. 2 as Jeff Willet Day.

Willet said in the fall of last year he started having problems lifting his left arm, and after many rounds of different doctor's appointments and a battery of tests came his ALS diagnosis. "It surprised us," he said. "It was jaw dropping. It's definitely a challenge right now with my arms. That's one of the things that hurts me the most ... I can't play my guitars anymore. But I can still play my ukulele. That's keeps me going. I'll do it as long as I can. I remain positive. I tell everyone I'll live tomorrow just like I lived yesterday." Jeff Rocks Back the Clock will feature many of Willet's current and former bandmates coming together to perform and raise money for the Gleason Foundation. The event is free to the public and will begin at noon. Food and beverage will be available for purchase under the

pavilion. Chairs and picnic blankets are welcome and encouraged as other seating is limited. No outside food or drink will be allowed. Dean Cluelee was just 13 when he met Willet in a bar. Cluelee said he hopped on stage to play music in the band – which Willet was in. "I jumped up on stage not really knowing what I was doing and that was that," Cluelee said. "Jeff asked me, 'You want to be in a band?'" Cluelee laughed when he remembered his answer. "I have to ask my mom," he told Willet. "But that was the beginning of our friendship ... our dear, dear friendship." Cluelee is helping to organize the music event for Willet. "It's going to be a beautiful thing," he said.





Allemands Elementary School kindergarteners celebrate Freedom Week

In celebration of Freedom Week, Allemands Elementary School kindergarten teachers Ms. Kim and Ms. Kylee read a story about the American Flag to their classes. Each student drew and colored an American flag.



whatshappening@heraldguide.com

Oct. 1
Farmers' Market
The German Coast Farmers' Market will be held from 8 a.m. to noon at the East Regional Library in Destrehan.



Oct. 5
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.

October 7-8
50th Class Reunion
All members of the Hahnville High School Class of 1972 are invited to a 50th class reunion. Please join the private Facebook page, "Hahnville High School Class of 1972." For more information, contact Connie Lewis Cancienne at 504-453-0648.

October 19
Open House
The Satellite Center, located at 285 Judge Edward Dufresne Parkway Luling, will host a Showcase/Open House starting at 5 p.m. The event is open to the community to learn more about the courses available at the Satellite Center.

November 18
25th Class Reunion
The HHS Class of 1997 will have its 25th year reunion planning. Search out the group "Hahnville High Class of 1997... 25th Class Reunion" for more information.

St. Charles Art Guild honors the September Artists of the Month



- | | | | |
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| First place
Ann Clement
Orchids
Batik | Second Place (2 winners)
Alice Champagne
Crabby
Watercolor | Gerry Geisler
Wild Flower
Watercolor | Third Place
Darlene Kieferle
Sweet Hands
Mixed Media |
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All artwork will be on display at the St. Charles Library in Destrehan for the month of September.
Library address: 160 W. Campus Drive, Destrehan, LA 70047

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Now accepting applications for position of:
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Application Deadline: Initial Deadline 09/30/2022
Position will remain open UNTIL FILLED effective 2022-2023

View position notice on the school district's website:
www.stcharles.k12.la.us or call (985)785-3110.

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ST. CHARLES PARISH PUBLIC NOTICES



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jcomier@stcharlesgov.net



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bbillings@stcharlesgov.net



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

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 November 18th, 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.laeworkforiverparishes.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: September 15, 22, 29, October 6 & 13, 2022

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Hydraulic Bottleneck Near Destrehan P.S. No. 2, St. Charles Parish Project No. P190507 as follows:

Owner: **St. Charles Parish**

Project Title: Hydraulic Bottleneck Near Destrehan P.S. No. 2

Project No.: P190507

Principal Work Location: The contract work will be located along the Dunleith Canal in the Ormond Subdivision of Destrehan, on the east bank of St. Charles Parish, Louisiana.

Description of Basic Work: The Contract work generally comprises furnishing and installing steel sheet piling and cap, including a tieback and anchor system over a gas pipeline corridor, excavation in an existing canal, and removal of existing sheet piling and tiebacks.

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 October 18, 2022**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Evans-Graves Engineers, Inc.; 909 Poydras Street, Suite 3050; New Orleans, LA 70112.

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

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on October 4, 2022 at 10:00 a.m. the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **Mandatory**.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, September 15, 2022
Thursday, September 22, 2022
Thursday, September 29, 2022

Public Notice

PUBLIC NOTICE

Sealed bids will be received by St. Charles Parish Sheriff's Office up to 10:00 A.M., Tuesday, October 11, 2022 at the St. Charles Parish Sheriff's-Tax Office-1st Floor, 15045 River Road, Parish Courthouse, P.O. Box 426, Hahnville, LA 70057, either by mail, hand delivered or on-line at: <https://www.centralauctionhouse.com> for:

Firing Range Knee Wall Barrier or equivalent

Detailed specifications may be picked up or mailed by contacting Nicole Henry at the Parish Courthouse (Phone 985-783-6237). Bid related documents may be viewed on-line at <https://www.centralauctionhouse.com>.

Bids should be plainly marked on the outside of the envelope: "SEALED BID FOR FIRING RANGE KNEE WALL BARRIER OR EQUIVALENT".

St Charles Parish Sheriff's Office reserves the right to reject any and all bids. These bid specifications have been prepared by our office, setting for those items deemed necessary by our personnel. They are not intended to be restrictive or discriminatory in any manner whatsoever. Please notify us in writing prior to opening bids of any deviation from this policy.

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

/s/ Greg Champagne, Sheriff

PUBLISH: September 22 & 29, 2022

Public Notice

**ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING BY
THE ST. CHARLES PARISH COUNCIL, ON
MONDAY, OCTOBER 3, 2022, 6:00 P.M.,
COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:**

2022-0273 (9/19/22, Jewell, G. Gorden)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Professional Engineering Consultants Corporation to perform engineering services for Phase 3 Water Line Replacement in Bonnet Carre Spillway (Project No. WWKS 105), in the not to exceed amount of \$86,780.00.

2022-0274 (9/19/22, Jewell, G. Gorden)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Danny J. Hebert, P.E., L.L.C., d.b.a. Civil & Environmental Consulting Engineers to perform engineering services for the LA 18 Cast Iron Water Main Replacement, Phase III (Project No. WWKS 113), in the not to exceed amount of \$120,150.00.

2022-0252 (9/19/22, Fisher-Cormier, Dufrene, Billings, Fonseca)

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 2, Administration, Article I. In General, by adding Section 2-16.6. Civil Service Employee Pay Classification and Pay Plan Study.

**ORDINANCE INTRODUCED FOR PUBLIC
HEARING BY THE ST. CHARLES
PARISH COUNCIL, ON TUESDAY,
NOVEMBER 1, 2022, 9:00 AM;
THURSDAY, NOVEMBER 3, 2022,
1:00 PM; AND MONDAY, NOVEMBER 7,
2022, 6:00 PM, COUNCIL CHAMBERS,
PARISH COURTHOUSE, 15045 RIVER
ROAD, HAHNVILLE:**

2022-0166 (9/19/22, Jewell, G. Dussom)

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2023.

PUBLISH: September 22, 29, 2022

Public Notice

"Anyone with information as to the whereabouts of **Loal B. Garner** and/or their heirs, successors or assigns, please contact George R. Ketry, Jr., Ketry Law Firm, LLC (504) 648-7777."

Publish: September 22 & 29, 2022

Public Notice

Anyone knowing the whereabouts of a certain Promissory Note payable to NEW CENTURY MORTGAGE CORPORATION, executed by AN-TONIO HANDAL, and dated August 16, 2005, from dated until paid, and providing reasonable attorney fees, and all charges associated with the collection of same. Please contact Herschel C. Adcock, Jr., Attorney at Law, at P.O. Box 87379, Baton Rouge, LA 70879-8379, (225) 756-0373.

Publish: September 15, 22 & 29, 2022

Public Notice

Anyone knowing the whereabouts of a certain Promissory Note payable to WELLS FARGO FINANCIAL LOUISIANA, INC., executed by CORLISS SANDERS TRUEHILL, and dated December 13, 2007, from dated until paid, and providing reasonable attorney fees, and all charges associated with the collection of same. Please contact Herschel C. Adcock, Jr., Attorney at Law, at P.O. Box 87379, Baton Rouge, LA 70879-8379, (225) 756-0373.

Publish: September 15, 22 & 29, 2022

Public Notice

Anyone knowing the whereabouts of **Charles Joseph Mesmer, Jr. a/k/a Charles J. Mesmer, Jr. a/k/a Charles J. Mesmer a/k/a Charles Mesmer's** heirs or descendants, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 985-722-4003

Publish: September 22 & 29, 2022

Public Notice

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

Publish: September 22 & 29, 2022

Public Notice

Anyone knowing the whereabouts of **Leona Douglas Patterson's** heirs or descendants, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 985-722-4003

Publish: September 22 & 29, 2022

Public Notice

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

Publish: September 22 & 29, 2022

Your Community, Your News



St. Charles

HERALD  GUIDE

— and —

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Call 985-758-2795 advertising information.

Public Notice

Anyone knowing the whereabouts of the heirs of Louis Clark or affiliated with the Unopened Estate of Louis Clark, please contact Attorney Lauren Rogers at 504-468-1100.

Publish: September 22 & 29, 2022

Public Notice

Anyone knowing the whereabouts of Herman Allen, Jr's, heirs or descendants, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 985-722-4003."

Publish: September 29 & October 6, 2022

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 90686-D
Date: Monday, August 8, 2022
S. BANK NATIONAL ASSOCIATION NOT IN
INDIVIDUAL CAPACITY
BUT SOLELY AS
NDENTURE TRUSTEE FOR THE
CIM TRUST
VS
TRACEY HESSE TEXTOR A/K/A
TRACEY H.
TEXTOR A/K/A TRACEY TEX-
TOR, HEIR OF
KEITH P. TEXTOR A/K/A KEITH
TEXTOR
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, JULY 22, 2022, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 5, 2022, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: The property described in the Act of Mortgage is described as follows: A certain lot or portion of ground, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as Riverbend Estates, Phase II, designated as Lot 6, as shown on a Final Plan by Krebs, LaSalle, LeMieux Consultants, Inc., dated April 24, 2004, revised April 12, 2005, revised April 17, 2005, revised June 30, 1005, revised January 18,2006, which was approved by the St. Charles Parish Council on February 6,2006 by Ordinance No. 06-2-2, and recorded February 15, 2006, in COB 6563, folio 695 of the official records of St. Charles Parish.
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED NINETY THOUSAND SEVEN HUNDRED FIFTY-EIGHT AND 95 / 100 (\$190,758.95) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: September 01, 2022
September 29,2022
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379
13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Public Notice

ST. CHARLES PARISH SCHOOL BOARD

ADVERTISEMENT FOR BID

Sealed bids will be received by the St. Charles Parish School Board, 13855 River Road, Luling, Louisiana 70070, online at www.stcharles.k12.la.us under quick links (online bids, RFP's, etc.) until 10:00 A.M., Tuesday October 25, 2022, on **TWO (2) NEW (2023) 30 PASSENGER BODY AIR CONDITIONED ACTIVITY / MINI BUSES.**

Additional information and specifications will be furnished free of charge to prospective bidders upon request by contacting Laurence Drouant at the St. Charles Parish School Board Transportation Department, 13855 River Road, Luling, Louisiana 70070, by phone at (985) 785-7202, or by email at ldrouant@stcharles.k12.la.us

Each bid shall be sealed in an envelope with the Bidder's name and address indicated in the upper left-hand corner and clearly marked on the outside as follows, "**TWO (2) NEW (2023) 30 PASSENGER BODY AIR CONDITIONED ACTIVITY / MINI BUSES.**"

ALL BIDS SHALL BE EITHER HAND DELIVERED, SENT BY REGISTERED OR CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED OR SUBMITTED ONLINE AT www.stcharles.k12.la.us UNDER QUICK LINKS (ONLINE BIDS,RFP'S,ETC.)

At time and place stated above, all bids on hand will be publicly opened and read aloud. Any bid received after date and hour shown above will be returned unopened to the bidder.

EACH SEALED BID SHALL BE ACCOMPANIED BY A BID BOND, CERTIFIED CHECK, CASHIER'S CHECK, OR MONEY ORDER IN THE AMOUNT OF NOT LESS THAN 5% OF THE TOTAL BID SHOWN ON THE BID FORM. BIDS WILL NOT BE CONSIDERED UNLESS THE REQUIRED CHECK OR BID BOND IS ATTACHED.

The St. Charles Parish School Board reserves the right to reject any and all bids, and to waive all informalities.

ST. CHARLES PARISH SCHOOL BOARD
Ken Oertling, Superintendent
13855 River Road
Luling, Louisiana 70070

* * * * *

To be published in the ST. CHARLES HERALD-GUIDE three (3) times as follows:

1st Printing - September 29, 2022
2nd Printing - October 6, 2022
3rd Printing - October 13, 2022

Public Notice

ST. CHARLES PARISH SCHOOL BOARD

ADVERTISEMENT FOR BID

Sealed bids will be received by the St. Charles Parish School Board, 13855 River Road, Luling, Louisiana 70070, online at www.stcharles.k12.la.us under quick links (online bids, RFP's, etc.) until 10:00 A.M., Tuesday October 25, 2022, on **FIVE (5) NEW (2023) 65 PASSENGER BODY AIR CONDITIONED SCHOOL BUSES**

Additional information and specifications will be furnished free of charge to prospective bidders upon request by contacting Laurence Drouant at the St. Charles Parish School Board Transportation Department, 13855 River Road, Luling, Louisiana 70070, by phone at (985) 785- 7202, or by email at ldrouant@stcharles.k12.la.us

Each bid shall be sealed in an envelope with the Bidder's name and address indicated in the upper left-hand corner and clearly marked on the outside as follows, "**FIVE (5) NEW (2023) 65 PASSENGER BODY AIR CONDITIONED SCHOOL BUSES.**" **ALL BIDS SHALL BE EITHER HAND DELIVERED, SENT BY REGISTERED OR CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED OR SUBMITTED ONLINE AT www.stcharles.k12.la.us UNDER QUICK LINKS (ONLINE BIDS,RFP'S,ETC.)**

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EACH SEALED BID SHALL BE ACCOMPANIED BY A BID BOND, CERTIFIED CHECK, CASHIER'S CHECK, OR MONEY ORDER IN THE AMOUNT OF NOT LESS THAN 5% OF THE TOTAL BID SHOWN ON THE BID FORM. BIDS WILL NOT BE CONSIDERED UNLESS THE REQUIRED CHECK OR BID BOND IS ATTACHED.

The St. Charles Parish School Board reserves the right to reject any and all bids, and to waive all informalities.

ST. CHARLES PARISH SCHOOL BOARD
Ken Oertling, Superintendent
13855 River Road
Luling, Louisiana 70070

* * * * *

To be published in the ST. CHARLES HERALD-GUIDE three (3) times as follows:

1st Printing - September 29, 2022
2nd Printing - October 6, 2022
3rd Printing - October 13, 2022

Public Notice

ST. CHARLES PARISH SCHOOL BOARD

ADVERTISEMENT FOR BID

Sealed bids will be received by the St. Charles Parish School Board, 13855 River Road, Luling, Louisiana 70070, online at www.stcharles.k12.la.us under quick links (online bids, RFP's, etc.) until 10:00 A.M., Tuesday October 25, 2022, on **TWO (2) NEW (2023) 65 PASSENGER BODY AIR CONDITIONED SCHOOL BUS EQUIPPED TO TRANSPORT SPECIAL NEEDS STUDENTS.**

Additional information and specifications will be furnished free of charge to prospective bidders upon request by contacting Laurence Drouant at the St. Charles Parish School Board Transportation Department, 13855 River Road, Luling, Louisiana 70070, (985) 785-7202 or by email at ldrouant@stcharles.k12.la.us.

Each bid shall be sealed in an envelope with the Bidder's name and address indicated in the upper left-hand corner and clearly marked on the outside as follows, "**BID ON TWO (2) NEW (2023) 65 PASSENGER BODY AIR CONDITIONED SCHOOL BUS EQUIPPED TO TRANSPORT SPECIAL NEEDS STUDENTS.**" **ALL BIDS SHALL BE EITHER HAND DELIVERED, SENT BY REGISTERED OR CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED OR SUBMITTED ONLINE AT www.stcharles.k12.la.us UNDER QUICK LINKS (ONLINE BIDS,RFP'S,ETC.)**

At time and place stated above, all bids on hand will be publicly opened and read aloud. Any bid received after date and hour shown above will be returned unopened to the bidder.

EACH SEALED BID SHALL BE ACCOMPANIED BY A BID BOND, CERTIFIED CHECK, CASHIER'S CHECK, OR MONEY ORDER IN THE AMOUNT OF NOT LESS THAN 5% OF THE TOTAL BID SHOWN ON THE BID FORM. BIDS WILL NOT BE CONSIDERED UNLESS THE REQUIRED CHECK OR BID BOND IS ATTACHED.

The St. Charles Parish School Board reserves the right to reject any and all bids, and to waive all informalities.

ST. CHARLES PARISH SCHOOL BOARD
Ken Oertling, Superintendent
13855 River Road
Luling, Louisiana 70070

* * * * *

To be published in the ST. CHARLES HERALD-GUIDE three (3) times as follows:

1st Printing - September 29, 2022
2nd Printing - October 6, 2022
3rd Printing - October 13, 2022

Public Notice

LOCAL COASTAL PROGRAM

SEPTEMBER 22, 2022 NOTICE OF PENDING APPLICATION

This is notification that the St. Charles Parish Local Coastal Program has received a permit application, and it is under review for public comment for a period of 25 days. After which the St. Charles Parish Local Coastal Program will make a determination. Please send any questions or comments to Earl Matherne at the PO Box 302 Hahnville, LA 70057, or by email at ematheme@stcharlesgov.net. The file is available for review at 14996 River Road, Hahnville, LA or call at (985) 783-5060.
Permit Application P20210645 – SCP-2021-07 KV Enterprises LLC
This is a proposed expansion of an existing Type III C&D and Woodwaste landfill to help meet the need in this area for approved sites to dispose of construction and woodwaste debris material
Location: Lat: 30° 0' 22.72" Long: -90° 30' 48.16"
5900 Hwy 3127, Killona, St. Charles Parish, LA 70057
A total of 32.96 acres of wetlands may be affected by this project.
To be published: 9/29, 10/6, 10/13

Public Notice



MATTHEW JEWELL
PARISH PRESIDENT
DAVID FERRARI
PROCUREMENT OFFICER

St. CHARLES PARISH
PROCUREMENT

ONLINE AUCTION

START: OCTOBER 19, 2022
END: NOVEMBER 2, 2022

ST. CHARLES PARISH PROCUREMENT OFFICE WILL HOST AN ONLINE AUCTION TO SELL MISCELLANEOUS SURPLUS.

FOLLOW THE LINK BELOW TO THE ONLINE SITE TO REVIEW THE LISTED ITEMS AND PLACE YOUR BIDS: <http://www.publicsurplus.com/sms/stcharlesgov.la/browse/home>

ALL TERMS AND CONDITIONS WILL BE LISTED ON THE SITE.

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
SEPTEMBER 29, 2022
OCTOBER 6, 2022

Public Notice

REQUEST FOR QUALIFICATIONS

Notice is hereby given that the Port of South Louisiana is requesting submittal of qualification statements from engineering firms interested in performing engineering services for one or more of the following projects for the St. John Airport located in Reserve, LA:

Parking Lot Expansion
Runway 17-35 & Parallel Taxiway-North Extension
New Terminal Building, Apron, and Parking
Taxiway Signage
North T-Hangar Development, Apron and Taxiway
Airport Security and Wildlife Fencing
Wildlife Mitigation
Airport Road Improvements
Existing Terminal Apron and Taxiway Pavement Rehabilitation
Taxiway A3 Realignment
South Hangar Development, Aprons, and Taxiways
Runway 17/35 Widening & Strengthening
West Parallel Taxiway
West Hangar Development, Apron and Parking
West Access Road & Utilities
Airport Drainage Improvements
Airfield Navigational Aids - ILS

and other tasks and projects as deemed necessary by the Port of South Louisiana.

SCOPE OF PROJECT: The proposed design and construction of the above projects at Port of South Louisiana Executive Regional Airport performed as funds become available.

TERM: 3 Years (Contract may be extended for two (2) one-year (1) periods based upon satisfactory performance of the consultant, needs of the owner, and continued project funding, total engagement period to not exceed 5 years).

SCOPE OF SERVICES: The scope of services could include geotechnical, topographic surveys and preliminary investigations, preparation of preliminary and final construction plans, specifications, cost estimates, construction administration and management, resident inspection, material testing and other special services.

GENERAL: Firms interested in performing these services shall furnish statements of qualifications on Standard Form 330. Interested firms may obtain Form 330 from the Port of South Louisiana, LADOTD Aviation, or online. The contract will be awarded only to a qualified consultant. Minimum standards for qualifications are:

1. Having the necessary airport experience, organization, technical and managerial staff, and the facilities to carry out the anticipated work (30%).
2. Having an adequate past record of performance on similar airport projects, verifiable through references (25%).
3. Having familiarity with the St. John Airport and the surrounding area (15%).
4. Having the financial and personnel resources for the performance of the Contract, or the ability to obtain such resources (15%).
5. Being an Equal Opportunity Employer and otherwise qualified by law to enter into a contract such as this (5%).
6. The Consultants proximity to St. John the Baptist Parish (5%).
7. The results of interview, IF interviews are to be held (5%).

The successful firm will be required to execute a standard contract. The statement of qualifications Form 330 shall be delivered to: Port of South Louisiana, 155 West 10th Street, Building 60, Reserve, LA or mailed to: Post Office Box AE, Reserve, LA 70084, no later than October 18, 2022 at 11:00 a.m. The Port of South Louisiana assumes no liability in late or lost delivery of qualification packages.

Questions regarding this project should be addressed to Charles Palmer, Port of South Louisiana Executive Airport 985-212-1712. Firms wishing to apply must submit a fully completed SF330 Form. Failure to provide all information requested might result in the submission being considered nonresponsive and the firm will not be given a final score in the evaluation process. The Port of South Louisiana assumes no liability in late or lost delivery of qualification packages.

Paul Matthews

Executive Director/CEO
Port of South Louisiana

Publish: September 15, 22 & 29, 2022

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 90717
Date: Tuesday, September 13, 2022
GMFS LLC
VS
JULES DAVID BOQUET, JR., ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, JULY 22, 2022, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, NOVEMBER 2, 2022, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, situated in the Parish of St Charles, State of Louisiana, being a portion of the property commonly known as Red Church Property, in Section 3, Township 13 South, Range 8 East, and Section 14, Township 12 South, Range 8 East, Southeastern District of Louisiana, East of the Mississippi River, designated as RED CHURCH PLANTATION ESTATES, PHASE 2B, on survey prepared by J.J. Krebs & Sons, dated October 18, 1984, revised May 22, 1985, Ordinance No. 85114, Entry No. 115489, approved November 4, 1985, recorded in COB 347, folio 444, St. Charles Parish, Louisiana, and according to which, said lot designated as follows:
LOT NUMBER TWO HUNDRED TWENTY-FIVE (225), which is located in the area bounded by Tara Drive, Rosedale Drive, San Francisco Drive, Longview Drive, River Road (side) Destrehan Avenue (side), Ashton Drive and Whitehall Drive, and said lot measures a total of 59.70 feet front on Tara Drive, 95.39 feet in the rear, by a depth along the Northerly most sideline of 116.88 feet, and a depth along the opposite sideline of 120 feet. And, according to survey of J. J. Krebs & Sons, Inc., dated November 13, 1989, said lot has the same designation, location and dimensions as mentioned above, except said lot is in an area shown to be bounded by Tara Drive, San Francisco Drive, Longwood Drive, S. Destrehan Avenue (side), South boundary of the subdivision (side), Rosedale Avenue (side), Longview Drive (side), Ashton Drive (side) and Whitehall Drive (side) and said lot is shown to commence at a distance of 363.34 feet from the intersection of Tara Drive and Longwood Drive; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED SIXTY-ONE AND 95 / 100 (\$238,661.95) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 PM. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: September 29, 2022
October 27, 2022
ATTORNEY FOR PLAINTIFF:
Ashley E. Morris
1505 North 19th Street
P.O. Box 2867 Monroe, LA 71207-3867
318-388-1440
SCSO-CIV-209-0402

Public Notice

NOTICE

Proposed Constitutional Amendments to be voted on at the Open Primary/Congressional Election November 8, 2022

CODING: Words which are ~~struck through~~ are deletions from existing law; words in **boldface type and/or underscored** are additions.

Proposed Amendment No. 1
Regular Session, 2021

ACT No. 130

HOUSE BILL NO. 154
BY REPRESENTATIVES ZERINGUE AND THOMPSON

A JOINT RESOLUTION

Proposing to amend Article VII, Sections 10.1(B), 10.8(B), 10.11(D), and 14(B) of the Constitution of Louisiana, to modify the maximum amount of monies in certain state funds that may be invested in equities; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to amend Article VII, Sections 10.1(B), 10.8(B), 10.11(D), and 14(B) of the Constitution of Louisiana, to read as follows:

§10.1. Quality Trust Fund; Education

(B) Investment. The money credited to the Permanent Trust Fund pursuant to Paragraph (A) of this Section shall be permanently credited to the Permanent Trust Fund and shall be invested by the treasurer. Notwithstanding any provision of this constitution or other law to the contrary, a portion of money in the Permanent Trust Fund, not to exceed ~~thirty-five~~ **sixty-five** percent, may be invested in stock. The legislature shall provide for procedures for the investment of such monies by law. The treasurer shall contract, subject to the approval of the State Bond Commission, for the management of such investments. The amounts in the Support Fund shall be available for appropriation to pay expenses incurred in the investment and management of the Permanent Trust Fund and for educational purposes only as provided in Paragraphs (C) and (D) of this Section.

§10.8. Millennium Trust

(B) Investment. Monies credited to the Millennium Trust pursuant to Paragraph (A) of this Section shall be invested by the treasurer with the same authority and subject to the same restrictions as the Louisiana Education Quality Trust Fund. ~~However, the portion of monies in the Millennium Trust which may be invested in stock may be increased to no more than fifty percent by a specific legislative instrument which receives a favorable vote of two-thirds of the elected members of each house of the legislature.~~ The legislature shall provide for procedures for the investment of such monies by law. The treasurer may contract, subject to the approval of the State Bond Commission, for the management of such investments and, if a contract is entered into, amounts necessary to pay the costs of the contract shall be appropriated from the Millennium Trust.

§10.11. Artificial Reef Development Fund

(D) All unexpended and unencumbered monies in the Artificial Reef Development Fund at the end of the fiscal year shall remain in the fund. The monies in the fund shall be invested by the treasurer in the manner provided by law. ~~Notwithstanding any provision of this constitution to the contrary, a portion of money in the fund, not to exceed sixty-five percent, may be invested in stock.~~ All interest earned on monies invested by the treasurer shall be deposited in the fund. The treasurer shall prepare and submit to the department on a quarterly basis a written report showing the amount of money contained in the fund from all sources.

§14. Donation, Loan, or Pledge of Public Credit

(B) Authorized Uses. Nothing in this Section shall prevent (1) the use of public funds for programs of social welfare for the aid and support of the needy; (2) contributions of public funds to pension and insurance programs for the benefit of public employees; (3) the pledge of public funds, credit, property, or things of value for public purposes with respect to the issuance of bonds or other evidences of indebtedness to meet public obligations as provided by law; (4) the return of property, including mineral rights, to a former owner from whom the property had previously been expropriated, or purchased under threat of expropriation, when the legislature by law declares that the public and necessary purpose which originally supported the expropriation has ceased to exist and orders the return of the property to the former owner under such terms and conditions as specified by the legislature; (5) acquisition of stock by any institution of higher education in exchange for any intellectual property; (6) the donation of abandoned or blighted housing property by the governing authority of a municipality or a parish to a nonprofit organization which is recognized by the Internal Revenue Service as a 501(c)(3) or 501(c)(4) nonprofit organization and which agrees to renovate and maintain such property until conveyance of the property by such organization; (7) the deduction of any tax, interest, penalty, or other charges forming the basis of tax liens on blighted property so that they may be subordinated and waived in favor of any purchaser who is not a member of the immediate family of the blighted property owner or which is not any entity in which the owner has a substantial economic interest, but only in connection with a property renovation plan approved by an administrative hearing officer appointed by the parish or municipal government where the property is located; (8) the deduction of past due taxes, interest, and penalties in favor of an owner of a blighted property, but only when the owner sells the property at less than the appraised value to facilitate the blighted property renovation plan approved by the parish or municipal government and only after the renovation is completed such deduction being canceled, null and void, and to no effect in the event ownership of the property in the future reverts back to the owner or any member of his immediate family; (9) the donation by the state of asphalt which has been removed from state roads and highways to the governing authority of the parish or municipality where the asphalt was removed, or if not needed by such governing authority, then to any other parish or municipal governing authority, but only pursuant to a cooperative endeavor agreement between the state and the governing authority receiving the donated property; (10) the investment in stocks of a portion of the Rockefeller Wildlife Refuge Trust and Protection Fund, created under the provisions of R.S. 56:797, ~~and the Russell Sage or Marsh Island Refuge Fund, created under the provisions of R.S. 56:798, and the Lifetime License Endowment Trust Fund, created under the provisions of R.S. 56:649,~~ such portion not to exceed ~~thirty-five~~ **sixty-five** percent of each fund; (11) the investment in stocks of a portion of the state-funded permanently endowed funds of a public or private college or university, not to exceed thirty-five percent of the public funds endowed; (12) the investment in equities of a portion of the Medicaid Trust Fund for the Elderly created under the provisions of R.S. 46:269) et seq., such portion not to exceed ~~thirty-five~~ **sixty-five** percent of the fund; (13) the investment of public funds to capitalize a state infrastructure bank and the loan, pledge, or guarantee of public funds by a state infrastructure bank solely for transportation projects; or (14) pursuant to a written agreement, the donation of the use of public equipment and personnel by a political subdivision upon request to another political subdivision for an activity or function the requesting political subdivision is authorized to exercise.

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 8, 2022.

Section 3. Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to increase to 65% the cap on the amount of monies in certain state funds that may be invested in stocks? (Amends Article VII, Sections 10.1(B), 10.8(B), 10.11(D), and 14(B))

Proposed Amendment No. 2
Regular Session, 2022

ACT No. 172

HOUSE BILL NO. 599
BY REPRESENTATIVES BEAULLIEU, ADAMS, AMEDEE, BACALA, BOURRIQUE, BRASS, BROWN, BRYANT, BUTLER, CARRIER, WILFORD CARTER, CORMIER, COUSSAN, COX, CREWS, DESHOTEL, DEVILLIER, DUBUISSON, DUPLESSIS, ECHOLS, EDMONSTON, EMERSON, FIRMONT, FISHER, FONTENOT, FREEMAN, GADBERRY, GAINES, GAROFALO, GLOVER, GOUDEAU, GREEN, HODGES, HOLLIS, HORTON, ILLG, JEFFERSON, JENKINS, MIKE JOHNSON, TRAVIS JOHNSON, JORDAN, LACOMBE, LAFLEUR, LANDRY, LARVADAIN, LYONS, MARCELLE, MARINO, MCKNIGHT, MIGUEZ, DUSTIN MILLER, GREGORY MILLER, MINCEY, NELSON, NEWELL, ORGERON, CHARLES OWEN, PIERRE, RISER, ROMERO, SCHEKNAYDER, SEABAUGH, SELDERS, ST. BLANC, STAGNI, STEFANSKI, TARVER, THOMPSON, TURNER, VILLIO, WHEAT, WRIGHT, AND ZERINGUE

A JOINT RESOLUTION

Proposing to amend Article VII, Section 21(K) of the Constitution of Louisiana, relative to ad valorem tax exemptions; to provide for an ad valorem tax exemption for certain veterans with disabilities; to provide for exemption amounts; to prohibit the loss of revenue associated with certain ad valorem tax exemptions impacting the calculation of millage rates by taxing

authorities; to require taxing authorities to absorb the loss of revenue as a result of the exemptions; to prohibit the reappraisal and valuation of property for purposes of millage adjustment under certain circumstances; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to amend Article VII, Section 21(K) of the Constitution of Louisiana, to read as follows:

§21. Other Property Exemptions

Section 21. In addition to the homestead exemption provided for in Section 20 of this Article, the following property and no other shall be exempt from ad valorem taxation:

(K)(1) On and after January 1, 2015, in addition to the homestead exemption authorized under the provisions of Article VII, Section 20 of this constitution, which applies to the first seven thousand five hundred dollars of the assessed valuation of property, the next seven thousand five hundred dollars of the assessed valuation of property receiving the homestead exemption that is owned and occupied by a veteran with a service-connected disability rating of one hundred percent unemployability or totally disabled by the United States Department of Veterans Affairs shall be exempt from ad valorem taxation. The surviving spouse of a deceased veteran with a service-connected disability rating of one hundred percent unemployability or totally disabled by the United States Department of Veterans Affairs shall be eligible for this exemption if the surviving spouse occupies and remains the owner of the property, whether or not the exemption was in effect on the property prior to the death of the veteran. If property eligible for the exemption provided for in this Paragraph has an assessed value in excess of fifteen thousand dollars, ad valorem property taxes shall apply to the assessment in excess of fifteen thousand dollars.

(2) Notwithstanding any provision of this constitution to the contrary, the property assessment of a property for which this exemption has been claimed, to the extent of seven thousand five hundred dollars, shall not be treated as taxable property for purposes of any subsequent reappraisals and valuation for millage adjustment purposes under Article VII, Section 23(B) of this Constitution. The decrease in the total amount of ad valorem tax collected by a taxing authority as a result of the exemption shall be absorbed by the taxing authority and shall not create any additional tax liability for other taxpayers in the taxing district as a result of any subsequent reappraisal and valuation or millage adjustment. Implementation of the exemption authorized in this Paragraph shall neither trigger nor be cause for a reappraisal of property or an adjustment of millages pursuant to the provisions of Article VII, Section 23(B) of this constitution.

(3)(a) The exemption provided for in this Paragraph shall extend and apply in a parish only if it is established through an election that shall be called by either an ordinance or a resolution from the parish governing authority. The proposition shall state that the exemption shall extend and apply in the parish and become effective only after the question of its adoption has been approved by a majority of the registered voters of the parish voting in an election held for that purpose.

(b) If a parish held an election as provided by this Subparagraph and the electors approved the exemption prior to November 4, 2014, the parish may implement the exemption as amended by the statewide electors on November 4, 2014, without holding an additional election.

(a) In addition to the homestead exemption authorized pursuant to the provisions of Article VII, Section 20 of this constitution, which applies to the first seven thousand five hundred dollars of the assessed valuation of property, the next two thousand five hundred dollars of the assessed valuation of property receiving the homestead exemption that is owned and occupied by a veteran with a service-connected disability rating of fifty percent or more but less than seventy percent by the United States Department of Veterans Affairs, shall be exempt from ad valorem taxation. The surviving spouse of a deceased veteran with a service-connected disability rating of fifty percent or more but less than seventy percent by the United States Department of Veterans Affairs shall be eligible for this exemption if the surviving spouse occupies and remains the owner of the property, whether or not the exemption was in effect on the property prior to the death of the veteran. If property eligible for the exemption provided for in this Subparagraph has an assessed value in excess of ten thousand dollars, ad valorem property taxes shall apply to the assessment in excess of ten thousand dollars.

(b) In addition to the homestead exemption authorized pursuant to the provisions of Article VII, Section 20 of this constitution, which applies to the first seven thousand five hundred dollars of the assessed valuation of property, the next four thousand five hundred dollars of the assessed valuation of property owned and occupied by a veteran with a service-connected disability rating of seventy percent or more but less than one hundred percent by the United States Department of Veterans Affairs, shall be exempt from ad valorem taxation. The surviving spouse of a deceased veteran with a service-connected disability rating of seventy percent or more but less than one hundred percent by the United States Department of Veterans Affairs shall be eligible for this exemption if the surviving spouse occupies and remains the owner of the property, whether or not the exemption was in effect on the property prior to the death of the veteran. If property eligible for the exemption provided for in this Subparagraph has an assessed value in excess of twelve thousand dollars, ad valorem property taxes shall apply to the assessment in excess of twelve thousand dollars.

(c) In addition to the homestead exemption authorized pursuant to the provisions of Article VII, Section 20 of this constitution, which applies to the first seven thousand five hundred dollars of the assessed valuation of property, the remaining assessed valuation of property receiving the homestead exemption that is owned and occupied by a veteran with a service-connected disability rating of one hundred percent unemployability or totally disabled by the United States Department of Veterans Affairs shall be exempt from ad valorem taxation. The surviving spouse of a deceased veteran with a service-connected disability rating of one hundred percent unemployability or totally disabled by the United States Department of Veterans Affairs shall be eligible for this exemption if the surviving spouse occupies and remains the owner of the property, whether or not the exemption was in effect on the property prior to the death of the veteran.

(2) Notwithstanding any provision of this constitution to the contrary, the property assessment of a property for which an exemption established pursuant to this Paragraph has been claimed, to the extent of the applicable exemption, shall not be treated as taxable property for purposes of any subsequent reappraisals and valuation for millage adjustment purposes pursuant to Article VII, Section 23(B) of this constitution. The decrease in the total amount of ad valorem tax collected by a taxing authority as a result of the exemption shall be absorbed by the taxing authority and shall not create any additional tax liability for other taxpayers in the taxing district as a result of any subsequent reappraisal and valuation or millage adjustment. Implementation of the exemption authorized in this Paragraph shall neither trigger nor be cause for a reappraisal of property or an adjustment of millages pursuant to the provisions of Article VII, Section 23(B) of this constitution.

(4) (3) A trust shall be eligible for the exemption provided for in this Paragraph as provided by law.

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 8, 2022.

Section 3. Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to expand certain property tax exemptions for property on which the homestead exemption is claimed for certain veterans with disabilities? (Amends Article VII, Section 21(K))

Proposed Amendment No. 3
Regular Session, 2021

ACT No. 156

HOUSE BILL NO. 315
BY REPRESENTATIVES GOUDEAU, BACALA, BAGLEY, CARRIER, FONTENOT, HORTON, TRAVIS JOHNSON, LARVADAIN, CHARLES OWEN, SELDERS, AND WRIGHT

A JOINT RESOLUTION

Proposing to amend Article X, Sections 9 and 20 of the Constitution of Louisiana, to authorize certain political activities on behalf of family members by commission members, classified employees, and officers of certain civil service systems; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to amend Article X, Sections 9 and 20 of the Constitution of Louisiana, to read as follows:

§9. Prohibitions Against Political Activities

Section 9.(A) Party Membership; Elections. No member of a civil service commission and no officer or employee in the classified service shall participate or engage in political activity; be a candidate for nomination or election to public office except to seek election as the classified state employee serving on the State Civil Service Commission; or be a member of any national, state, or local committee of a political party or faction; make or solicit contributions for any political party, faction, or candidate; or take active part in the management of the affairs of a political party, faction, candidate, or any political campaign.

(B) Activities Authorized. Notwithstanding Paragraph A of this Section, any member of a civil service commission or officer or employee in the classified service may: ~~except to exercise~~

(1) Exercise his right as a citizen to express his opinion privately, to serve as a commissioner or official watcher at the polls, and to cast his vote as he desires.

(2) Support, during off duty hours, the election of a candidate for public office who is his immediate family member. For purposes of this Subparagraph, "immediate family" means a person's parent, his stepparent, his grandparent or stepgrandparent, his spouse and his spouse's parent or stepparent, his child and his child's spouse, his stepchild and his stepchild's spouse, his grandchild and his grandchild's spouse, his stepgrandchild and his stepgrandchild's spouse, his sibling and his sibling's spouse, his stepsibling and his stepsibling's spouse, and his half-sibling and his half-sibling's spouse. For purposes of this Subparagraph, "support" means attending

campaign related events and appearing in campaign advertisements and photographs.

(3) The provisions of Subparagraph (2) of this Paragraph shall not apply to employees of the registrars of voters or employees of the elections division of the Department of State who are in the classified service.

(B)(C) Contributions. No person shall solicit contributions for political purposes from any classified employee or official or use or attempt to use his position in the state or city service to punish or coerce the political action of a classified employee.

(C)(D) Political Activity Defined. As used in this Part, "political activity" means an effort to support or oppose the election of a candidate for political office or to support a particular political party in an election. The support of issues involving bonded indebtedness, tax referenda, or constitutional amendments shall not be prohibited.

§20. Political Activities

Section 20. Article XIV, Section 15.1, Paragraph 34 of the Constitution of 1921 is retained and continued in force and effect, except that an employee in the classified service may support the election of a candidate for public office who is his immediate family member. For purposes of this Section, "immediate family" and "support" have the meanings provided in Section 9 of this Article.

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 8, 2022.

Section 3. Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to allow classified civil service employees to support the election to public office of members of their own families? (Amends Article X, Sections 9 and 20)

Proposed Amendment No. 4
Regular Session, 2021

ACT No. 155

HOUSE BILL NO. 59
BY REPRESENTATIVE LACOMBE

A JOINT RESOLUTION

Proposing to amend Article VII, Section 14(B) of the Constitution of Louisiana, relative to public funds; to authorize a political subdivision to waive charges for water under certain circumstances; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to amend Article VII, Section 14(B) of the Constitution of Louisiana, to read as follows:

§14. Donation, Loan, or Pledge of Public Credit

Section 14.

(B) Authorized Uses. Nothing in this Section shall prevent (1) the use of public funds for programs of social welfare for the aid and support of the needy; (2) contributions of public funds to pension and insurance programs for the benefit of public employees; (3) the pledge of public funds, credit, property, or things of value for public purposes with respect to the issuance of bonds or other evidences of indebtedness to meet public obligations as provided by law; (4) the return of property, including mineral rights, to a former owner from whom the property had previously been expropriated, or purchased under threat of expropriation, when the legislature by law declares that the public and necessary purpose which originally supported the expropriation has ceased to exist and orders the return of the property to the former owner under such terms and conditions as specified by the legislature; (5) acquisition of stock by any institution of higher education in exchange for any intellectual property; (6) the donation of abandoned or blighted housing property by the governing authority of a municipality or a parish to a nonprofit organization which is recognized by the Internal Revenue Service as a 501(c)(3) or 501(c)(4) nonprofit organization and which agrees to renovate and maintain such property until conveyance of the property by such organization; (7) the deduction of any tax, interest, penalty, or other charges forming the basis of tax liens on blighted property so that they may be subordinated and waived in favor of any purchaser who is not a member of the immediate family of the blighted property owner or which is not any entity in which the owner has a substantial economic interest, but only in connection with a property renovation plan approved by an administrative hearing officer appointed by the parish or municipal government where the property is located; (8) the deduction of past due taxes, interest, and penalties in favor of an owner of a blighted property, but only when the owner sells the property at less than the appraised value to facilitate the blighted property renovation plan approved by the parish or municipal government and only after the renovation is completed such deduction being canceled, null and void, and to no effect in the event ownership of the property in the future reverts back to the owner or any member of his immediate family; (9) the donation by the state of asphalt which has been removed from state roads and highways to the governing authority of the parish or municipality where the asphalt was removed, or if not needed by such governing authority, then to any other parish or municipal governing authority, but only pursuant to a cooperative endeavor agreement between the state and the governing authority receiving the donated property; (10) the investment in stocks of a portion of the Rockefeller Wildlife Refuge Trust and

Protection Fund, created under the provisions of R.S. 56:797, and the Russell Sage or Marsh Island Refuge Fund, created under the provisions of R.S. 56:798, such portion not to exceed thirty-five percent of each fund; (11) the investment in stocks of a portion of the state-funded permanently endowed funds of a public or private college or university, not to exceed thirty-five percent of the public funds endowed; (12) the investment in equities of a portion of the Medicaid Trust Fund for the Elderly created under the provisions of R.S. 46:2691 et seq., such portion not to exceed thirty-five percent of the fund; (13) the investment of public funds to capitalize a state infrastructure bank and the loan, pledge, or guarantee of public funds by a state infrastructure bank solely for transportation projects; or (14) pursuant to a written agreement, the donation of the use of public equipment and personnel by a political subdivision upon request to another political subdivision for an activity or function the requesting political subdivision is authorized to exercise; or (15) a political subdivision from waiving charges for water if the charges are the result of water lost due to damage to the water delivery infrastructure and that damage is not the result of any act or failure to act by the customer being charged for the water.

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 8, 2022.

Section 3. Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to allow local governments to waive water charges that are the result of damage to the water system not caused by the customer? (Amends Article VII, Section 14(B))

Proposed Amendment No. 5
Regular Session, 2021

ACT No. 133

SENATE BILL NO. 154
BY SENATOR SMITH AND REPRESENTATIVES BOURRIQUE, FARNUM, HUGHES, MCMAHEN, MINCEY, ORGERON AND WRIGHT

A JOINT RESOLUTION

Proposing to amend Article VII, Section 23(C) of the Constitution of Louisiana, relative to ad valorem property tax millage rate adjustments; to provide for maximum authorized millage rates; and to specify an election for submission of the proposition to electors and to provide a ballot proposition.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state, for their approval or rejection in the manner provided by law, a proposal to amend Article VII, Section 23(C) of the Constitution of Louisiana, to read as follows:

§23. Adjustment of Ad Valorem Tax Millages

(C) Increases Permitted. Nothing herein shall prohibit a taxing authority from collecting, in the year in which Sections 18 and 20 of this Article are implemented or in any subsequent year, a larger dollar amount of ad valorem taxes by (1) levying additional or increased millages as provided by law or (2) placing additional property on the tax rolls. Increases in the millage rate in excess of the rates established as provided by Paragraph (B) above of this Section but not in excess of the prior year's the maximum authorized millage rate approved by this constitution and approved by the taxing authority until the authorized millage rate expires may be levied by two-thirds vote of the total membership of a taxing authority without further voter approval but only after a public hearing held in accordance with the open meetings law; however, in addition to any other requirements of the open meetings law, public notice of the time, place, and subject matter of such hearing shall be published on two separate days no less than thirty days before the public hearing. Such public notice shall be published in the official journal of the taxing authority, and another newspaper with a larger circulation within the taxing authority than the official journal of the taxing authority, if there is one.

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 8, 2022.

Section 3. Be it further resolved that on the official ballot to be used at said election there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to allow the levying of a lower millage rate by a local taxing

authority while maintaining the authority's ability to adjust to the current authorized millage rate? (Amend Article VII, Section 23(C))

Proposed Amendment No. 6
Regular Session, 2021

ACT No. 129

HOUSE BILL NO. 143
BY REPRESENTATIVES WILLARD, HILFERTY, AND LANDRY

A JOINT RESOLUTION

Proposing to amend Article VII, Section 18(F)(2)(a)(introductory paragraph) and to add Article VII, Section 18(F)(3) of the Constitution of Louisiana, relative to ad valorem taxation; to limit the amount of an increase in the assessed value of certain property following reappraisal in Orleans Parish; to provide for certain limitations; to provide for an effective date; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to amend Article VII, Section 18(F) (2)(a)(introductory paragraph) and to add Article VII, Section 18(F)(3) of the Constitution of Louisiana, to read as follows:

§18. Ad Valorem Taxes

Section 18.

(F) Reappraisal.

(2)(a) In Except as provided for in Subparagraph (3) of this Paragraph, in the year of implementation of a reappraisal as required in Subparagraph (1) of this Paragraph, solely for purposes of determining the ad valorem tax imposed on residential property subject to the homestead exemption as provided in Section 20 of this Article, if the assessed value of immovable property increases by an amount which is greater than fifty percent of the property's assessed value in the previous year, the collector shall phase-in the additional tax liability resulting from the increase in the property's assessed value over a four-year period as follows:

(3)(a) In the year of implementation of a reappraisal as required in Subparagraph (1) of this Paragraph, solely for purposes of determining the ad valorem tax imposed on residential property subject to the homestead exemption as provided in Section 20 of this Article, the increase in the assessed value of residential immovable property in Orleans Parish shall not exceed ten percent of the property's assessed value in the previous year, which shall be the adjusted assessed value. In each year thereafter, the adjusted assessed value shall increase by no more than ten percent of the previous year's adjusted assessed value. The adjusted assessed value shall never exceed the assessed value determined by the most recent reappraisal.

(b) The assessed value as determined by the most recent reappraisal before the adjustment in assessed value shall be included as taxable property in excess of the homestead exemption for purposes of any subsequent reappraisal and valuation for millage adjustment purposes under Article VII, Section 23(B) of this constitution. The decrease in the total amount of ad valorem tax collected in Orleans Parish as a result of the adjusted assessed value shall be absorbed by the taxing authority and shall not create any additional tax liability for other taxpayers in the taxing district as a result of any subsequent reappraisal and valuation or millage adjustment except for the millage adjustment authorized by Article VII, Section 23(B) of this Constitution, which shall not be in excess of the prior year's maximum authorized millage. Implementation of the adjustment to the assessed valuation authorized in this Subparagraph shall neither trigger nor be cause for a reappraisal of property.

(c) The provisions of this Subparagraph shall not apply to the transfer or conveyance of ownership of the property. Following a transfer or conveyance, the ad valorem taxes on the property shall be based upon the fair market value as determined at the most recent reappraisal.

(d) The provisions of this Subparagraph shall not apply to the extent the increase was attributable to construction on or improvements to the property.

(e) Written notices of tax due issued by the collector for properties to which this Subparagraph applies shall be based on the adjusted assessed value.

Section 2. Be it further resolved that the provision of the amendment contained in this Joint Resolution shall become effective January 1, 2023, and shall be applicable to tax years beginning on or after January 1, 2023.

Section 3. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 8, 2022.

Section 4. Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to limit the amount of an increase in the assessed value of residential property subject to the homestead exemption in Orleans Parish following reappraisal at ten percent of the property's assessed value in the previous year? (January 1, 2023) (Amends Article VII, Section 18(F)(2)(a)(introductory paragraph) and Adds Article VII, Section 18(F)(3))

Proposed Amendment No. 7
Regular Session, 2022

ACT No. 246

HOUSE BILL NO. 298
BY REPRESENTATIVES JORDAN, BOYD, WILFORD CARTER, CORMIER, DUPLESSIS, FISHER, GAINES, GREEN, HUGHES, JEFFERSON, JENKINS, LANDRY, LARVADAIN, LYONS, NELSON, NEWELL, PIERRE, SELTERS, AND WILLARD AND SENATORS BARROW, BOUDREAUX, BOUIE, CARTER, CONNICK, HEWITT, JACKSON, LUNEAU, PRICE, TALBOT, AND TARVER

A JOINT RESOLUTION

To amend Article I, Section 3 of the Constitution of Louisiana, relative to the prohibition of slavery and involuntary servitude; to provide relative to the administration of criminal justice; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to amend Article I, Section 3 of the Constitution of Louisiana, to read as follows:

§3. Right to Individual Dignity

Section 3. (A) No person shall be denied the equal protection of the laws. No law shall discriminate against a person because of race or religious ideas, beliefs, or affiliations. No law shall arbitrarily, capriciously, or unreasonably discriminate against a person because of birth, age, sex, culture, physical condition, or political ideas or affiliations.

(B)(1) Slavery and involuntary servitude are prohibited; ~~except in the latter case as punishment for crime.~~

(2) Subparagraph (1) of this Paragraph does not apply to the otherwise lawful administration of criminal justice.

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 8, 2022.

Section 3. Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to prohibit the use of involuntary servitude except as it applies to the otherwise lawful administration of criminal justice? (Amends Article I, Section 3)

Proposed Amendment No. 8
Regular Session, 2022

ACT No. 171

HOUSE BILL NO. 395
BY REPRESENTATIVE WILLARD

A JOINT RESOLUTION

Proposing to amend Article VII, Section 18(G)(1)(a)(iv) of the Constitution of Louisiana, relative to the special assessment level for ad valorem property taxes; to exclude the requirement of annual certification of adjusted gross income for certain eligible owners; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to amend Article VII, Section 18(G)(1)(a) (iv) of the Constitution of Louisiana, to read as follows:

§18. Ad Valorem Taxes

(G) Special Assessment Level.

(1)(a)

(iv) An owner who is below the age of sixty-five and who has applied for and received the special assessment level may qualify for and receive the special assessment level in the subsequent year by certifying to the assessor of the parish, ~~or in the parish of Orleans, the assessor of the district where the property is located,~~ that such person or persons' adjusted gross income in the prior tax year satisfied the income requirement of this Section. The provisions of this ~~Subsubparagraph (a)(iv) Item~~ shall not apply to an owner who has qualified for and received the special assessment level for persons sixty-five years of age or older or to such owner's surviving spouse as described in ~~Subsubparagraph (a)(i) of this Subparagraph Item (2)(a)(i) of~~

this Paragraph or for an owner who is permanently totally disabled as provided for in Subitem (i)(dd) of this Subsubparagraph.

Section 2, Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 8, 2022.

Section 3, Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to remove the requirement that homeowners who are permanently totally disabled must annually re-certify their income to keep their special assessment level on their residences for property tax purposes? (Amends Article VII, Section 18(G)(1)(a)(iv))

Publish: September 29, 2022

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON OCTOBER 13, 2022 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

POSTPONED CASES:

2022-12-SPU requested by **Dirt Worx Rentals, LLC for Triple MBM Properties, LLC** for an Automobile Fleet Services business (equipment rental and repair) in the C-3 zoning district on Lot 5A, Paradis Farm Lots, **15207 Highway 90, Paradis**, Council District 4.

2022-14-R requested by **Bunge Chevron AG Renewables, LLC** for a change of zoning from R-1A, C-2, & C-3 to M-2 on Squares 3, 6, 7, 9, & 10, Destrehan Park Subdivision, approximately 23 acres near **12480 River Road, Destrehan**, Council District 2.

2022-22-MIN requested by **Bunge North America, Inc.** for a resubdivision of one lot into two, **12480 River Road, Destrehan**, Zoning District C-2. Council District 2.

NEW CASES:

2022-16-HOP requested by **Christian Bourgeois** for a home occupation – "Christian Bourgeois Architecture" – an architectural services business – at **117 Panther Run, Destrehan**, Zoning District R-1A, Council District 3.

2022-17-HOP requested by **Blake Cornett** for a home occupation – "Onset Equipment, LLC" – a demolition, clearing, and construction contractor – at **118 Market Street, Paradis**, Zoning District R-1A, Council District 4.

2022-16-SPU requested by **Kevin Haslauer** for an Accessory Dwelling Unit in an R-1A zoning district, Lot 12, Sq. 3, Evangeline Estates Phase II, **150 Rhett Lane, Montz**, Council District 6.

2022-1-REV requested by **Dee & Karen Fedrick, Jr. and Michael & Samantha Fedrick** for the revocation of unimproved Wood Court, Luling, Zoning District R-1A, Council District 2.

2022-15-R requested by **RaceTrac, Inc. for Lloyd G. Dufrene** for a change of zoning from O-L to C-3 on an 82,000 sq. ft. portion of a lot designated 13M1, Block 13, CDF-Numbered Farm Lots, **1695 WPA Road (HWY 632), Des Allemands**, Council District 4

2022-16-R requested by **Kenneth Martin, Jr.** for a change of zoning from C-2 to R-1A(M) on a 5,200 sq. ft. portion of lots designated as 3-A & 3-C, Carolyn Drive Subdivision, **101 Carolyn Drive, Destrehan**, Council District 6.

ALTERNATE DATE: None PUBLISH: 9/29, 10/6, 10/13

Public Notice

PUBLIC NOTICE
REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

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

The following lots are in violation of parish ordinance Chapter 16, Article III Sec. 16-24 through Sec. 16-33:

Acadian Oaks LLC Lot 7 (701101313B2B) Nature of violation: Grass cutting & removal of debris	
St. Rose Association LTD (Charlestown Subd. PA*) Lot A3 (3 Summertown Drive Apt G49) Nature of violation: Grass cutting & removal of debris	
Man River Ole (Charlestown Subd. PA*) Lot A4 (1 Summertown Drive) Nature of violation: Grass cutting & removal of debris	
Roger Christopher Holmes (Good Hope Pltn. -Eas*) Lot 3 (878 Marino Drive) Nature of violation: Grass cutting & removal of debris	
Curtis J.- Estate of Perrilloux (Meadowlands, Phase I) Lot 63 (105 Aqueduct Drive) Nature of violation: Grass cutting & removal of debris	
Ardonia M. Levy Jewana Jackson Lebeaux (Hahnville, Village of) Lot 12 (529 Hahn Street) Nature of violation: Grass cutting & removal of debris	
VBO Investments, LLC Brian Oubre- C/O (Hahnville, Village of) Lot 13 (525 Hahn Street) Nature of violation: Grass cutting & removal of debris	
Janis Sanders Blair (Wade St. Extension) Lot JP-1 (70440040JP-1) Nature of violation: Grass cutting & removal of debris	
Joseph-Nash Company, LLC (Good Hope Pltn-Tract D) Lot 7 (PID #602001800007) Nature of violation: Grass cutting & removal of debris	
O'Neal W. Scott (Fashion Pltn. Est) Lot 347 (824 S Fashion Blvd) Nature of violation: Grass cutting & removal of debris	
Mohamed W. Nabut (Highway 90 Commercial) Lot (12349 Hwy 90) Nature of violation: Grass cutting & removal of debris	
Donnie Mack Quinn (Hahnville, Village of) Lot 4B (365 Smith Street) Nature of violation: Grass cutting & removal of debris	
Theodore Johnson (Hahnville, Village of) Lot 8A (238 Lincoln Street) Nature of violation: Grass cutting & removal of debris	
Monsanto Company Lot 107 (252410600107) Nature of violation: Grass cutting & removal of debris	

PUBLISH: September 29, 2022

Public Notice

The names of the following persons were drawn to serve as Petit Jurors for Jury Number 28 & 38, for the session of said Court beginning Monday, October 24, 2022 at 9:00 a.m. - Division "D"

ALFRED	DAVID THOMAS SR	HILL	DEBORAH MORRIS
ANDERS	RUBY B	HOLIDAY	JOSETTE LOVELESS
ARAGA	PALPH ABRAM PULMARIT	HOLLEY	DESTINEY NICOLE
ARMAND	JENNIFER LESLEY	HOLLISTER	ASHLEY BOGAC
ARMSTRONG	JOHNAE JASMYNE	HOOPER	WILLIAM JAMES
ARRECHAVALA	PABLO JOSE	HUNT	NICHOLE RENAE
ARSENEAUX	MATTHEW GRAY II	HYMEL	CODY ANTHONY
AUCOIN	AUSTIN MICHAEL	IBRAHIM	MUHAMMAD UBAID
AVOCATO	NICKLAS ROSARIO	INGRAM	CLARISE
BABIN	ANGELLE BARBARO	ISAAC	BETH MARIE
BABIN	ZACHARY RICHARD	JACKSON	ALVIN FRANCIS JR
BABINEAUX	NATALIE RENEE I	JACOB	SANDRA S
BAILEY	ROBERTA P	JASICK	BRIAN R
BAIRD	ALEX THOMAS	JEFFERSON	ELAINE D
BANISTER	ROBERT ZAY JR	JEFFERSON	MICHAEL LOUIS
BARKLEY	BESSIE JEANNINE	JOHN VAUGHAN	KATHLEEN CHARMAINE
BARNES	SHELLITA MARIE	JOHNS	DAVID ALTON
BARRIER	DINO ANTHONY	JOHNSON	LORRAINE BARBE
BASTOE	ERIC THOMAS	JOHNSON	SHONDELL M
BATES	KIEL JACOB PINTO	JONES	BRENDA B
BEAVER	SUSAN FROESE	JORDAN	JACOBS HARRIS
BECNEL	GREG	JOSEPH	KEIWANNA TRI
BENE	DONALD ANDREW JR	KELLAHAN	THOMAS CASWELL
BERGERON	DARREN JOSEPH	KIMMEL	JOHN T
BERGERON	DEAN PAUL	KING	BRITTANY
BERNARD	BRIAN LYNN III	KIRT	ANDREA RENEE
BEWERS	SUZANNE BOURGEOIS	LABRANCH	MICHELLE I
BIRKEL	ADAM DAVID	LAIR	BESSIE CORINNE
BLANKENSHIP	CATHERINE LOUISE	LAMBERT	TROLONDA HATTIE
BLEAKLEY	CAROLINE RODRIGUE	LAMBERT	CHRISTOPHER PAUL
BOUDREAUX	REMY MICHAEL	LANAUX	DESTINI DEROUEN
BOUDREAUX	FARRELL JOHN	LANDRY	CLAIRE BRADY
BOUDREAUX	JASON MICHAEL	LEBEAUX	DAIRELL JAMEL MARTEL
BOUDREAUX	KAREN LOWMAN	LEBLANC	PAUL M JR
BOURDONNAY	FRANK ANTHONY	LEBLANC	SHEILA BROOKS
BOURGEOIS	SUSAN PELLEU	LEBLANC	WAYNE CURRY
BOURQUE	GERALD A	LEBLANC	SYLVESTER
BOUTTE	NOL ANTHONY	LEBOUEF	TODD JAMES
BOWERS	ROBERT EUGENE JR	LEDECT	JENNIFER DAVIS
BOZZELLE	HOLLY FRICKEY	LEDET	CARLY
BRADFORD	SANDRA L	LEDET	LUCIANA ARDOIN
BRANDON	KRISTA LEANN	LEDET	MINNIE ELLIS
BRASHER	ELLA A	LEGAUX	THELMA HARRIS
BRAUNER	DONALD J	LEGAUX	VAN L JR
BRAY	PAYTON JACOB	LEGAUX	DEBORAH AUBERT
BREAUX	BILLY JOHN	LEGE	SHAWN DAVID
BREAUX	ADRIANNE CAMELIN	LEWIS	TASIA LYNN
BREAUX	DEBRA ANN DUFRENE	LIBERSAT	CHRISTINA MARIE
BRUOSSARD	JANE SAINTPETER	LIJ	FEI
BROWN	DAISY ANDREA	LOBELL	JULIUS RICHARD JR
BROWN	MELVA MITCHELL	LOGAN	GLEN JESSE
BROWN	RAQUEL DUHON	LOUPE	CLINT OCTAVE
BROWN-GIBSON	BRIANNA	LOWE	RYAN TAYLOR
BUNCH	MICHAEL GORDON	LUCICH	DYLAN MICHAEL
BURCH	MARCELLA DEMORAN	LUCKETT	CARL
BUSH	ROBIN MAGRI	MADRE	JARVIS TRAVIS
BUTLER	KIM TURNER	MARNGE	SCOTT THOMAS
CAILLET	CONNOR MICHAEL	MARSHALL	MONICA ROBINSON
CAILLOUET	CHIP LOUIS	MARSHALL	TARA WRIGHT
CALAIS	WANDA PERRILLOUX	MARTIN	JUNE MODICA
CANDIENNE	PEIGHTON MCKENZIE	MARTINEZ	STEVEN PHILIP
CANSELO	EVANS JOSEPH	MATHERNE	ELLEN LONG
CARONNA	RANDY JOHN	MAURICE	CHRISTINE ABELL
CEASER	MICAH KIERRA	MAY	CAMERON ALLEN
CHAMPAGNE	GILL M	MAYEUX	SKYLAR PAUL
CHAMPAGNE	RYAN MICHAEL	MAZZELL	KAY MOHLER
CHAMPAGNE	STEPHANIE DEROCHÉ	MCCARTER	MATTHEW JOHN
CHAMPAGNE	MORRIS JOSEPH	MCCARTHY	JENNY MICHELE
CHAMPION	GLEN ALLISON	MCGADDEN	HAILEY LAUREN
CHAPPELL	CALUE LEIGH	MCGOVERN	KAYLA REDALDO
CHARLES	KECIA ANN	MCKAY	ANTHONY JOHN
CHAUVIN	ANGELE TERESA	MELANCON	TAYLOR RENEE
CICCIO	JENNIFER WUNSTELL	MELANSON	DESTINY DANIELLE
CLEMENT	VICTORINE R	MELLO	GENEVA B
COLLINS	JADA ELYSSA	MILLET	DAVID W JR
COLLINS	PATRICE ANN	MISTRETTA	NICHOLAS LOUIS JR
COLLY	DANIELLE MULLER	MITCHELL	TAYLOR
COMARDELLE	BRENDA PEREZ	MITCHELL	DEJALYN JAVONN
CONWAY	CHRISTOPHER JON	MOORE	BEVERLYNN PERNELL
COONEY	HEATHER MUNCH	MOORE	THOMAS GERALD
CORNWELL	BLAKE CHRISTOPHER	MOORE	SHAUNTA MARY DIONNE
CORNWELL	ASHLEY CHRISTINE	MORARITY	DENNIS PATRICK
CRAFT	LEONARD JR	MORGAN	CODY MICHAEL
CRANFORD	KERRY MICHAEL	MORRIS	LATANYA DANIELLE
CROWLEY	BENJAMIN MICHAEL	MOTT	MICHAEL
CRUZ	NICOLE MONK	MULLER	LANI ANISE
CUMMINGS	PRINCETTA CYNTRELLE	NAQUIN	LEE M
DAIGLE	LYNN DARCY	NAQUIN	REECE
DAIGS	DARRYL	NASSAR	NICOLAUS MICHAEL
DARENSBURG	GARLAND	NEIDERMEYER	BARBARA RICHARDS
DASTE	PATRICIA DEROCHÉ	NELSON	DEBRA MCCOY
DAUENHAUER	ANGELICA LEE	NOUSTENS	ASHLEY RUTH
DAVIS	CHARLENE OUBRE	NUGENT	SEAN
DAVIS	KAREN BREAUX	OWCARZ	KAYLA LANDRY
DECUERS	MICHAEL ANTHONY	PABST	RICKY ANTHONY
DEMPSTER	HUNTER MATTHEW	PARFAIT	JOHN WADE
DERIS	MICHAEL ROSS	PAUL	THEODORE MORRIS
DEROCHE	GLENN PAUL	PAYTON	KEANNA TRANELL
DETILLIER	DYLAN JAMES	PAZ	JOHN MICHAEL
DIAMOND	AARON STEVEN	PENNISSON	LLOYD STEPHEN SR
DISIMONE	CHRISTY LEEANN GARN	PERRILOUX	ALEXCIA R
DONNAUD	KOLBY KRISTOPHER	PERKINS	JOSEPH
DOWNS	ETHAN ROBERT	PERRET	JACQUELINE ROUSSEA
DOYLE	KEVIN PATRICK	PERRET	STACEY ANN
DRIVER	RACHEL RAE	PETETANT	JANICE SCOTT
DUFRENE	RONALD R	PETIT	CHASE MICHAEL
DUFRENE	WILFRED	PETIT	TAMMY LEE
DUHE	BLAKE A	PETTIT	KENNETH DALE SR
DUMAS	BRYAN GERARDO	PEYTON	DAVID KAY
EGLE	ELIZABETH LAICHE	PHILASTRE	JEFFREY
ELLIS	ARCHIE III	PIERRE	RACHEL DORSEY
ELLIS	KODI ARIEL	PIKE	JANET G
ESCLUDE	GINA MARIE	PLIE	VICTORIA L
ESKRIDGE	CANDICE FRICKEY	PILOTTE	JOHN HARDY
EUGENE	SHONTELL RENA	PISANI	DEMARQUIS JOSEPH
EVANS	RONALD JR	POHLMAN	JAMES L
FABRE	EDWARD RONALD JR	PORADA	PATRICIA C
FALGOUT	JODI PULLIAM	PORTHOUSE	CATHERINE ANNE
FALGOUT	DANA LEIGH CURREY	PRESTENBACH	CHANTELLE MARIE
FANGUY	BART JAMES	RADA	GRACE ELANIA
FAUCHEAUX	ROBERT PAUL	RAGAN	ELIZABETH M
FAVALORA	BAILEY ELIZABETH	RANDAZZO	ALBERT JOSEPH
FAVORITE	KAMERON MICHAEL	RAYMOND	CARL MICHAEL
FERNANDEZ-BROWN	EZEQUIEL LIDRADO	RAYMOND	LEONA LUCAS
FISCHER	REBECCA LYNNE	REDLER	CRYSTAL RENEE
FOLSE	JEANNE C	RICHARSON	JEANNE S
FOLSE	VANESSA MULLINS	ROBERT	CHRISTINA W
FONSECA	LEON P	ROBICHAUX	CHRISTOPHER RYAN
FONTAINE	FRANCES MILLING	ROBICHEAUX	DONALD CHARLES
FONTENOT	SIMON PAUL	ROBINSON	KRISTIN S
FONTENOT	TONYA MARIE KELLER	ROBINSON	KYRISTUN
FORD	ALCIDA SEIBERT	RODRIGUE	BRIAN PAUL JR
FORD	THERESA	RODRIGUEZ	RAPHAEL PHILIP
FRANKLIN	TEVIN CHRISTOPHER	ROE	ANTHONY HEBERT
FRLOUX	KIRK ANDRA	ROGERS	RIDGE PAUL
GARNER	LYDIA PICQUET	ROKMS	GEORGE GERALD
GASSEN	SILVER DAWN S	ROSALES	ANTHINETTE LALA
GAUFF	MIRIAM GRACE	ROSS	DANIELLE ELAINE
GENOVESE	MICHAEL EARL III JR	ROUGBOU	MALORY JOY
GEORGE	BRITTANY LATASHA	ROYER	NICHOLE CHIGDY
GIEGER	JAMIAN KELLER	RUBIN	PRESTON ANTHONY III
GILBERT	JOANN CARBONE	SABATHIE	MELISSA CANNON
GRANT	LAILA CHERIE	SADDIO	AJSHA
GREMILLION	EVE D	SAMAHIA	LAURA R
GUILLOT	BARRY JOSEPH	SANCHEZ	IRVING P JR
GUILLOT	LARRY ANTHONY	SARDEGNA	TONI GRACE
GULLAGE	CURTIS	SARDENGA	DON J JR
GUPTON	MICHAEL DEAN	SARVER	CHRISTOPHER C
GURRY	ADAM LOUIS	SAVOIE	PAMELA ANN
HAFFORD	JOSHUA OSTEEL	SCHEXNAYDER	KERRY MICHAEL JR
HALES	MAURY DARNELL II	SCHROEDER	EDWARD CLARENCE III
HALL	SADIE LYNN	SCHUMANN	RONALD L JR
HANRAHAN	MELISSA QUIJANO	SCOGNAMILLO	DEANNA HUDSPETH
HARDING	CLAYTON E JR	SCOTT	DONALD JOSEPH
HARLOW	CHRISTIAN ANTHONY	SEAL	KRISTEN LEIGH
HARP	ANGEL IOUE	SELLERS	DAMEIAN Y
HARRIS	TANISHA ILEA	SHAFFER	TAMMIE RENA
HERDERSON	ALBERT	SHEPPARD	RICARDO RENE
HERBERT	NICHOLAS HENRY	SHORTS	LOIS S
HERLACHE	EDITH	SHUFF	MAX
HERNANDEZ	BRANDI A	SIMENEH	NEBIYU
HICKS	TIMOTHY JOSEPH	SIMMONS	LYNN C
HIGGINS	DAVID III	SIMMONS	ALFRED ARCELL JR
		SIMON	JULIA ANN
		SINGLETON	BRANT STEWART
		SINGLETON	JALEN MICHAEL
		SMITH	CATHERINE WALKER
		SMITH	SANDRA ANN
		SMITH	BEVERLY ANN
		SMITH	BRITLEA LASYONE
		SOLEAU	ROBERT BRENT JR
		SOLORZANO	ZULY MARIAELA
		SOMMERS	IRA BRUCE
		SPANSEL	DAVID MERRILL

Publish: September 29, 2022

Public Notice

Anyone knowing the whereabouts of **Leona Gullege or Ruffus Gullege**, heirs or descendants, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 985-722-4003.”

Publish: September 29 & October 6, 2022

Public Notice

Anyone knowing the whereabouts of the heirs of **Beatrice Z. Brown** or affiliated with the Unopened Estate of Beatrice Z. Brown please contact Attorney Lauren Rogers at 504-468-1100.

Publish: September 29 & October 6, 2022

Public Notice

Anyone knowing the whereabouts of the heirs of **Huey Zeringue** or affiliated with the Unopened Estate of Huey Zeringue please contact Attorney Lauren Rogers at 504-468-1100.

Publish: September 29 & October 6, 2022

Public Notice

Anyone knowing the whereabouts of the heirs of **Larry P. Zeringue** or affiliated with the Unopened Estate of Larry P. Zeringue please contact Attorney Lauren Rogers at 504-468-1100.

Publish: September 29 & October 6, 2022

Sheriff’s Sale

SHERIFF’S SALE
SHERIFF’S OFFICE
Suit No: (45) 90541-E
Date: Thursday, September 1, 2022
REVERSE MORTGAGE FUNDING LLC
VS
THE UNOPENED SUCCESSION OF TERRY P. BOURG A/K/A TERRY P. BOURG A/K/A TERRY BOURG, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, JUNE 24, 2022, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, NOVEMBER 2, 2022, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: The property described in the Act of Mortgage is described as follows: Two certain lots or portions of ground, together with all the improvements thereon, rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining situated in the Parish of St. Charles, State of Louisiana, to wit: Lots 3 and 4, Block 4, Fashion Terrace Subdivision. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWO HUNDRED SIXTEEN THOUSAND SIX HUNDRED FORTY-FIVE AND 90/100 (\$216,645.90) DOLLARS**, along with interest and attorney’s fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER’S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH
PUBLISH ON: September 29,2022 October 27, 2022
ATTORNEY FOR PLAINTIFF: Corey J. Giroir
P.O. Box 87379 13541 Tiger Bend Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Public Notice

SUCCESSION NO. P-13361 DIV. E
OF 29TH JUDICIAL DISTRICT COURT
MICHAEL JAMES ARCENEUX PARISH OF ST. CHARLES
STATE OF LOUISIANA
FILED: _____ DY. CLERK: _____
NOTICE

Notice is Given that Lisa Morales, as the Executrix of the Succession of Michael James Arceneaux, has petitioned this Court for authority to sell the undivided one-half interest owned by the decedent in the following described immovable property at private sale in accordance with the provisions of Article 3281 of the Code of Civil Procedure for \$190,000 total or \$95,000 cash for the decedent’s one-half interest:

ONE CERTAIN LOT OR PORTION OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in or near the Town of Des Allemands, St. Charles Parish, Louisiana, being a portion of Lot 53 of what is known as The Coteau De France or Ranson Tract, and being situated in Autin Subdivision, as per plan of E.M. Collier, Surveyor, dated June 28, 1962, a copy of which is on file in the office of the Clerk of Court of St. Charles Parish, said Autin Subdivision being comprised of portions of Sections 41 and 47, Township 14 South, Range 20 East, according to the above referenced survey by E.M. Collier, the portion of ground conveyed herein consists of all of Lot 12 and 14 feet of Lot 11, adjoining Lot 12.

The portion of LOT 11 conveyed herein lies adjacent to Lot 12, and has a width fronting on Autin Street of 14 feet, a depth along the common boundary of Lot 12 of 110.57 feet, a depth on its southeastern side line which runs parallel to the common boundary between Lots 11 and 12 of 111 feet, more or less, and has a width in the rear of 14 feet, more or less.

LOT 12 has a width fronting on Autin Street of 60 feet, by a depth along the line of Lot 13 of 107.04 feet, a depth along the line of Lot 11 of 110.57 feet, and has a width in the rear of 60.1 feet.

Any heir or creditor who opposes the proposed sale must file his opposition within seven (7) days from the day on which the last publication of this notice appears.

Notice is Further Given to any creditors of this succession and to all other interested persons that a Tableau of Distribution has been filed by Lisa Morales, as the Executrix of the Succession of Michael James Arceneaux, with her Petition praying for homologation of the Tableau and for authority to pay the listed debts and charges of the succession; the Tableau of Distribution can be homologated after the expiration of seven (7) days from the day on which the last publication of this notice appears. Any opposition to the Petition and Tableau of Distribution must be filed prior to homologation.

By Order of the Court
Lance Marino
Clerk of Court
Dated: 9/14/22
STATE OF LOUISIANA
PARISH OF ST. CHARLES
I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
Kurt Allen
CLERK OF COURT
ST. CHARLES PARISH

Publish: September 29 & October 20, 2022

Public Notice

RESOLUTIONS ADOPTED AT THE MEETING OF SEPTEMBER 6, 2022, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.

St. Charles Parish
Meeting Minutes
Parish Council
Final
Council Chairman Bob Fisher
Councilmembers Beth A. Billings, Holly Fonseca,
La Sandra Darenbourg Gordon, Mary K. Clutee, Dick Gibbs,
Nicky Dufrene, Marilyn B. Bellock, Julia Fisher-Cormier

Tuesday, September 6, 2022 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present Beth A. Billings, Holly Fonseca, La Sandra Darenbourg Gordon, Mary K. Clutee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Cormier

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamora, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Darrin Duhe, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Duslom, Emergency Preparedness Director Jason Tastel, Public Works/Wastewater Director Miles Bingham, Wastewater Assistant Director David deGeneres, Senior Projects Manager Sam Schöle, Planning & Zoning Director Michael Albert, Waterworks Director Gregory Gordon, Economic Development & Tourism Director Corey Fauchoux, Parks and Recreation Director Duane Foret, Animal Control Director Jene Troxler, Risk Management Officer Rachel Champagne, Dayna Parker, Personnel Officer, General Government Buildings Facilities Manager Bob Messery, Luis Martinez, GIS Specialist, Chandra Sampey, Contract Monitoring Specialist, Alissa Cavaretta, Public Information Office, Eric Zurcher, Public Information Office

CALL TO ORDER

Meeting called to order at 6:15 pm due to committee meeting held prior to the council meeting.

PRAYER / PLEDGE

Pastor Zachary Adams
Lord’s House Community Church, Luling

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Billings, to approve the minutes from the regular meeting of August 15, 2022. The motion carried by the following vote:

Yea: 6 - Billings, Fonseca, Darenbourg Gordon, Clutee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2022-0240

In Recognition: Ralph M. Wilderson, St. Charles Parish Civil Service Board

Sponsors: Mr. Gibbs

Read

2022-0241

In Recognition: Thomas Barreca, Jr., St. Charles Parish Communications District

Sponsors: Ms. Fisher-Cormier

Read

2022-0242

In Recognition: Michael Guillot, St. Charles Parish Communications District

Sponsors: Ms. Billings

Read

2022-0243

Proclamation: “Suicide Prevention Awareness Month”

Sponsors: Ms. Clutee

Councilwoman Clutee spoke on the matter.

Read

2022-0244

Proclamation: “National Child Passenger Safety Week” and “National Seat Check Saturday”

Sponsors: Ms. Darenbourg Gordon

Read

2022-0245

Proclamation: “National Hunting and Fishing Day”

Sponsors: Mr. Dufrene

Read

2022-0246

Proclamation: “National Rail Safety Week”

Sponsors: Mr. Jewell

Read

2022-0234

Local Board of Review - 2022 Assessment - Regular Meeting, September 19, 2022, 6PM, Council Chambers, Courthouse

Sponsors: Mr. Fisher

September 9-23, Parish Council Review Period

Announced

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2022-0231

Hospital Service District

Chief Executive Officer Keith Dacus

Councilwoman Clutee spoke on the matter.
Councilwoman Fonseca spoke on the matter.
Chairman Fisher spoke on the matter.

Reported

2022-0232

Department of Legal Services

Legal Services Director Corey Oubre

Councilwoman Fisher-Cormier spoke on the matter.
Mr. Oubre spoke on the matter.

Reported

2022-0233

Parish President Remarks/Report

Sponsors: Mr. Jewell

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, SEPTEMBER 19, 2022, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2022-0235

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 to change the zoning classification from C-2 to MS, Medical Service District on a lot measuring 200 ft. by 450 ft. as shown on the map by E.M. Collier dated April 22, 1955, municipal address 1001 Paul Maillard Road, Luling, as requested by St. Charles Parish Hospital Service District No. 1.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on September 19, 2022

2022-0236

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on Lot 5A, Paradis, as requested by Triple MBM Properties

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on September 19, 2022

2022-0237

An ordinance approving and authorizing the execution of Change Order No.1 for the Des Allemands Emergency Bulkhead, (Project No. P210601), to decrease the contract amount by \$135,101.22 and decrease contract time by 36 days.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on September 19, 2022

2022-0238

An ordinance approving and authorizing the execution of Change Order No. 1 for the Mimosa and Lagatutta Drainage Improvements, (Project No. P090904), to decrease the contract amount by \$48,508.38 and increase contract time by 41 days.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on September 19, 2022

2022-0251

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of “NO PARKING” signs along both sides of Rowena Smith Drive in St. Rosa.

Sponsors: Ms. Bellock

Publish/Scheduled for Public Hearing to the Parish Council on September 19, 2022

2022-0254

An ordinance approving and authorizing the execution of Change Order No. 6 for the Norco Library Renovation/Addition located at 590 Apple Street in Norco, to decrease the contract amount by \$61,646.80.

Sponsors: Mr. Jewell

Publish/Scheduled for Public Hearing to the Parish Council on September 19, 2022

2022-0255

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, to change the zoning classification from R-1M to R-2 on Lots 33, 34, & 35 Block G of Oak Ridge Park Subd. Section Two, as requested by Treniece and Myron Boyd.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on September 19, 2022

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

(NO ITEMS)

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

2022-0229

A resolution to approve the Civil Service Pay Plan as recommended by the Personnel Officer in accordance with the Compensation and Pay Classification Study conducted by SSA Consultants.

Sponsors: Mr. Jewell and Personnel Office

A motion was made by Councilmember Fonseca, seconded by Councilmember Clutee, to Remove File No. 2022-0229 from the Table. The motion carried by the following vote:

Yea: 5 - Billings, Fonseca, Clutee, Gibbs and Fisher

Nay: 4 - Darenbourg Gordon, Dufrene, Bellock and Fisher-Cormier

Removed from the Table

	A motion was made by Councilmember Gibbs, seconded by Councilmember Clulee, to Reconsider the vote on File No. 2022-0229. The motion carried by the following vote: Yea: 7- Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 2- Billings and Fonseca Reconsidered A motion was made by Councilmember Fonseca, seconded by Councilmember Clulee, to Remove File No. 2022-0229 from the Table. The motion failed by the following vote: Yea: 4- Billings, Fonseca, Clulee and Fisher Nay: 5- Darenbourg Gordon, Gibbs, Dufrene, Bellock and Fisher-Cormier Remained Tabled
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RESOLUTIONS	
<u>2022-0239</u>	A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement as requested by Brennen & Melissa Frloux and Kristopher & Kourtne Donnaud. Sponsors: Mr. Jewell and Department of Planning & Zoning Reported: P & Z Department Recommended: Approval w/Stipulation Approval, contingent upon approval of the requested waiver. Planning Commission Recommended: Approval w/Stipulation Approval, contingent upon approval of the requested waiver. Planning & Zoning Director Michael Albert spoke on the matter. Public comment opened Mr. Brennan Frloux, Luling Council Discussion VOTE ON THE PROPOSED RESOLUTION Yea: 9- Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Enactment No: 6658

<u>2022-0250</u>	A resolution to grant permission to the American Cancer Society "Real Men Wear Pink" Campaign, 2809 River Road, New Orleans, LA 70121, to solicit contributions at the intersections of I-310 and River Road (Hwy. 18) by the Westbank Bridge Park, on Tuesday, October 18, 2022, between the hours of 3:00 pm and 7:00 pm. Sponsors: Ms. Clulee Reported: Councilwoman Clulee Recommended: Approval Councilwoman Clulee spoke on the matter. Public comment opened Mr. Darby Berthelot, Estate and Gift Planning, American Cancer Society VOTE ON THE PROPOSED RESOLUTION Yea: 9- Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Enactment No: 6659
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<u>2022-0253</u>	A resolution authorizing the St. Charles Parish President to send certification to GOHSEP waiving any land use regulations relative to permitting for temporary housing and shelter assistance during declared emergencies. Sponsors: Mr. Jewell Public comment opened on the deviation: no public comment A motion was made by Councilmember Darenbourg Gordon, seconded by Councilmember Fisher-Cormier, to deviate from the regular order of the agenda to take up File No. 2022-0253; a matter not on the agenda. The motion carried by the following vote: Yea: 9- Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Deviated Reported: Parish President Recommended: Approval Emergency Preparedness Director Jason Tastet spoke on the matter. Public comment opened; no public comment VOTE ON THE PROPOSED RESOLUTION Yea: 9- Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Enactment No: 6660 A motion was made by Councilmember Bellock, seconded by Councilmember Dufrene, to return to the regular order of the agenda. The motion carried by the following vote: Yea: 9- Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Returned
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APPOINTMENTS	
<u>2022-0247</u>	Accept resignation of Ms. Keondra Milligan - St. Charles Parish Board of Adjustment as the District V Representative Resignation Accepted by the following vote: Yea: 9- Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Resignation Accepted
<u>2022-0248</u>	A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District V Representative. Nominee: Councilwoman Bellock nominated Mr. Dwayne E. Harris Nomination(s) Accepted A motion was made by Councilmember Clulee, seconded by Councilmember Dufrene, to Close Nomination(s) for File No. 2022-0248. The motion carried by the following vote: Yea: 9- Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Nomination(s) Closed

<u>2022-0249</u>	A resolution appointing a member to the River Parishes Tourist Commission representing the St. Charles Parish Council. Vacancy Announced
ADJOURNMENT	
	A motion was made by Councilmember Fonseca, seconded by Councilmember Billings, to adjourn the meeting at approximately 7:18 pm. The motion carried by the following vote: Yea: 9- Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE. <i>Michelle Impastato</i> Michelle Impastato Council Secretary

Public Notice	
	THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, SEPTEMBER 19, 2022, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW AT THE PARISH COUNCIL OFFICE, COURTHOUSE, HAHNVILLE. 2022-0235 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING) ORDINANCE NO. 22-9-1 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to MS, Medical Service District on a lot measuring 200 ft. by 450 ft. as shown on the map by E.M. Collier dated April 22, 1955, municipal address 1001 Paul Maillard Road, Luling, as requested by St. Charles Parish Hospital Service District No. 1. WHEREAS, the property owner requests rezoning from C-2 to MS, Medical Service District on a lot measuring 200 ft. by 450 ft. as shown on the map by E.M. Collier dated April 22, 1955, municipal address 1001 Paul Maillard Road, Luling, as requested by St. Charles Parish Hospital Service District No. 1; and, WHEREAS, the Planning and Zoning Department recommended approval of the request; and, WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of August 4, 2022. THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from C-2 to MS, Medical Service District on a lot measuring 200 ft. by 450 ft. as shown on the map by E.M. Collier dated April 22, 1955, municipal address 1001 Paul Maillard Road, Luling, as requested by St. Charles Parish Hospital Service District No. 1. SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-2 to MS, Medical Service District on a lot measuring 200 ft. by 450 ft. as shown on the map by E.M. Collier dated April 22, 1955, municipal address 1001 Paul Maillard Road, Luling, as requested by St. Charles Parish Hospital Service District No. 1. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: BILLINGS, FONSECA, CLULEE, GIBBS, DUFRENE, FISHER, FISHER-CORMIER NAYS: NONE ABSENT: DARENSBOURG GORDON, BELLOCK And the ordinance was declared adopted this 19th day of September, 2022 to become effective five (5) days after publication in the Official Journal. CHAIRMAN: <i>Bob Fisher</i> SECRETARY: <i>Michelle Impastato</i> DLVD/PARISH PRESIDENT: <i>September 20, 2022</i> APPROVED: ☒ DISAPPROVED: ☐ PARISH PRESIDENT: <i>Matthew Jewell</i> RET/SECRETARY: <i>September 21, 2022</i> AT: <i>7:35 am</i> RECD BY: <i>[Signature]</i> 2022-0236 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING) ORDINANCE NO. 22-9-2 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on Lot 5A, Paradis, as requested by Triple MBM Properties. WHEREAS, the property owner requests rezoning from C-2 to C-3 on Lot 5A, Paradis, as requested by Triple MBM Properties; and, WHEREAS, the Planning and Zoning Department recommended denial of the request; and, WHEREAS, the Planning and Zoning Commission recommended denial of the request at its regular meeting of August 4, 2022. THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from C-2 to C-3 on Lot 5A, Paradis, as requested by Triple MBM Properties. SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-2 to C-3 on Lot 5A, Paradis, as requested by Triple MBM Properties. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: BILLINGS, FONSECA, CLULEE, GIBBS, DUFRENE, FISHER, FISHER-CORMIER NAYS: NONE ABSENT: DARENSBOURG GORDON, BELLOCK And the ordinance was declared adopted this 19th day of September, 2022 to become effective five (5) days after publication in the Official Journal. CHAIRMAN: <i>Bob Fisher</i> SECRETARY: <i>Michelle Impastato</i> DLVD/PARISH PRESIDENT: <i>September 20, 2022</i> APPROVED: ☒ DISAPPROVED: ☐ PARISH PRESIDENT: <i>Matthew Jewell</i> RET/SECRETARY: <i>September 21, 2022</i> AT: <i>7:35 am</i> RECD BY: <i>[Signature]</i> 2022-0255 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING) ORDINANCE NO. 22-9-3 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, to change the zoning classification from R-1M to R-2 on Lots 33, 34, & 35 Block G of Oak Ridge Park Subd. Section Two, as requested by Treniece and Myron Boyd. WHEREAS, the property owner requests rezoning from R-1M to R-2 on Lots 33, 34, & 35 Block G as shown on the map entitled "Oak Ridge Park Section Two" by E. M. Collier, dated April 1, 1954 and revised Sept 20, 1961; and, WHEREAS, the Planning and Zoning Department recommended approval of the request; and, WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of September 1, 2022. THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. The Zoning Ordinance of 1981, as amended, is further amended to change the zoning classification from R-1M to R-2 on Lots 33, 34, & 35, Block G of Oak Ridge Park Subd. Section Two, as requested by Treniece and Myron Boyd. SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1M to R-2 on Lots 33, 34, & 35 Block G of Oak Ridge Park Subd. Section Two, as requested by Treniece and Myron Boyd. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: BILLINGS, FONSECA, CLULEE, GIBBS, DUFRENE, FISHER, FISHER-CORMIER NAYS: NONE ABSENT: DARENSBOURG GORDON, BELLOCK And the ordinance was declared adopted this 19th day of September, 2022 to become effective five (5) days after publication in the Official Journal. CHAIRMAN: <i>Bob Fisher</i> SECRETARY: <i>Michelle Impastato</i> DLVD/PARISH PRESIDENT: <i>September 20, 2022</i> APPROVED: ☒ DISAPPROVED: ☐ PARISH PRESIDENT: <i>Matthew Jewell</i> RET/SECRETARY: <i>September 21, 2022</i> AT: <i>7:35 am</i> RECD BY: <i>[Signature]</i> 2022-0237 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS) ORDINANCE NO. 22-9-4 An ordinance approving and authorizing the execution of Change Order No.1 for the Des Allemands Emergency Bulkhead, (Project No. P210801), to decrease the

contract amount by \$135,101.22 and decrease contract time by 36 days.

WHEREAS, Ordinance No. 21-8-13 adopted August 23, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Service Agreement with All South Consulting Engineers, LLC, for providing a necessary professional engineering services for a new sheet pile bulkhead i

WHEREAS, Ordinance No. 22-3-6 adopted March 7, 2022, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 t Ordinance No. 21-8-13 with All South Consulting Engineers, LLC, fo

WHEREAS, Ordinance No. 22-1-8 adopted January 24, 2022, by the St. Charles Parish Council, approved and authorized the execution of a contract with APC Construction, LLC, for the Des Allemands Emergency Bulkhead, Projec

WHEREAS, No. P210601, with bid in the amount of \$1,908,019.20; and,

WHEREAS, it is necessary to amend the contract to delete the work item, Aspha Pavement Restoration, resulting in a decrease to the contract amount b \$60,690.00; and,

WHEREAS, it is necessary to amend the contract to add the work item, Grub and Haul O Material at South End Levee Lift, resulting in an increase to the contrac amount by \$1,770.00; and,

WHEREAS, it is necessary to amend the contract to revise contract items to match fins installed quantities and contract days to match substantial completior resulting in a decrease to the contract amount by \$76,181.22 and a decreas to the contract time by 36 calendar days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No.1 for Des Allemands Emergency Bulkhead (Project No. P210601), to decrease the contract amount by \$135,101.22 and decrease th contract time by 36 days is hereby approved and accepted.

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

SECTION III. That St. Charles Parish accepts all work and considers the projec complete.

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

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

And the ordinance was declared adopted this 19th day of September, 2022 to become effective five (5) days after this publication in the official journal.

CHAIRMAN: B. J. Fisher
SECRETARY: M. J. Michelle
CLVD/PARISH PRESIDENT: September 20, 2022
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: September 21, 2022
AT: 7:35am RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 1

DATE OF ISSUANCE 8/4/2022

EFFECTIVE DATE 8/4/2022

OWNER St. Charles Parish Public Works
CONTRACTOR APC Construction LLC
Contract: Ordinance No. 22-1-8; Des Allemands Emergency Bulkhead; Date: 1/25/2022
Project: Des Allemands Emergency Bulkhead
OWNER's Contract No. P210601
ENGINEER's Contract No. 22-1-8
ENGINEER All South Consulting Engineers, LLC

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

Description:

1. Delete the Following Work Items:

- a. Contract Item: 005) Asphalt Pavement Restoration
Delete unused contract quantity. Decrease quantity from 40 Ton to 0 Ton (-\$ 60,690.00)

2. Add the Following Work Items:

- a. New Contract Item: X-000) Grub and Haul Off Material at South End Levee Lift. Item added as a result of relocating clay material to build up existing levee.
Addition of \$ 1,770.00 (L.S.). See attached Change Order Summary for details.
Total of Added Work Items = (+\$1,770.00)

3. Revise the Following Work Item Quantities:

- a. Contract Item: 002) Steel Sheet Pile Bulkhead
Delete remaining unused contract quantity. Decrease quantity from 867 LF to 835.8 LF (-\$ 59,722.42)
b. Contract Item: 003) Sand Fill
Increase quantity from 410 CY to 820 CY. (+\$ 21,369.20)
c. Contract Item: 004) Flowable Fill
Delete remaining unused contract quantity. Decrease quantity from 145 CY to 45 CY (-\$ 37,828.00)

Total of Change in Work Items Quantity = (-\$ 135,101.22)

Reason for Change Order: List a reason for each Line Item listed above.

1. Deleted Work Items

- a. The contract quantity for item 005) Asphalt Pavement Restoration was formulated based on the construction plans and included contingencies to account for possible deviations encountered during construction. Upon completion of the work, it was determined that no asphalt repair work was required. This resulted in unused contract quantity for the above listed item. This change order will delete the item in its entirety. Item 005) Asphalt Pavement Restoration will be reduced by 40 TON to match actual installed quantity of 0 TON, resulting in a contract decrease of \$60,690.00.

2. Add Work Items

- a. In early phases of construction (February 2, 2022) additional survey information was obtained including elevations of the existing levee near the south end of the proposed project. Based on these elevations, a localized low area was identified between the existing levee and new bulkhead. Specifically, the existing levee is about elevation +6 approximately 70' south of the new bulkhead. The levee then transitions down to about elevation +4. The new bulkhead was proposed to be elevation +6.0. The project as bid would leave about 70' in this area with flood protection systems at elevation +4 with surrounding flood protection systems at elevation +6. During this time, it was also identified that changes in topography between initial survey/design and project bid would provide an excess of clay material needed vs. that bid. To address the discrepancy in flood elevation protection systems (levee vs. bulkhead), the Owner approved use of excess clay material for use in building up the levee to elevation +6.0. Part of this work would require clearing and grubbing of the existing levee. As a result, a new item X-0001 "Grub and Haul Off Material at South End Levee Lift" was added at a lump sum cost of \$1,770.00

3. Revise Work Item Quantities

- a. The contract quantity for items 002) Steel Sheet Pile Bulkhead and 004) Flowable Fill were formulated based on the construction plans and included contingencies to account for possible deviations encountered during construction. Upon completion of the work, representatives of the contractor, engineer, and owner developed actual quantities installed, which were agreed upon and invoiced for. This resulted in additional unused contract quantity for the above listed items. This change order will adjust the contract quantity to match the actual measured and installed quantities for the respective pay items. Item 002) Steel Sheet Pile Bulkhead will be reduced by 312 LF to match actual installed quantity of 835.8 LF, resulting in a contract decrease of \$59,722.42. Item 004) Flowable Fill will be reduced by 100 CY to match actual installed quantity of 45 CY, resulting in a contract decrease of \$37,828.00.
b. On June 7, 2022, the Contractor identified the use of sand material in excess of bid quantities. Need for extra sand was likely due to minor deviations in the existing wall alignment as picked up by survey vs. field conditions; minor discrepancies between mudline elevations picked up by survey vs. field conditions; potential settlement in excess of that anticipated; and potential seepage of sand material through voids in existing bulkhead. As a result, the Owner approved an increase in contract quantity of Bid Item No. 3, Sand Fill, from 410 CY to 820 CY, resulting in a contract increase of \$21,369.20.

Attachments:

Cost proposal for grubbing and hauling work

Email confirming price and direction to proceed with additional work

Email confirming additional sand needed

Change order summary spreadsheet

RECOMMENDED:

APPROVED:

ACCEPTED:

By: [Signature]
ENGINEER (Authorized Signature)

By: [Signature]
OWNER (Authorized Signature)

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 8/15/22

Date: 9-26-22

Date: 8/19/22

2022-0238

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

ORDINANCE NO. 22-9-5

An ordinance approving and authorizing the execution of Change Order No. 1 for the Mimosa and Lagatutta Drainage Improvements, (Project No. P090904), to decrease the contract amount by \$48,506.38 and increase contract time by 41 days.

WHEREAS, Ordinance No. 09-11-2 adopted November 2, 2009, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Contract with Buchart Horn, Inc. to provide all necessary professional engineering services for the Mimosa and Lagatutta Drainage Improvements Project, Project No. P090904; and,

WHEREAS, Ordinance No. 15-1-8 adopted January 26, 2015, by the St. Charles Parish Council, approved and authorized the execution of a contract with Industrial & Mechanical Contractors, Inc. for the Mimosa Drainage Improvements Project, Project No. P090904, with bid in the amount of \$735,156.50; and,

WHEREAS, Ordinance No. 22-1-6 adopted January 24, 2022, by the St. Charles Parish Council, approved and authorized the Parish President to make full and final settlement in the matters entitled "Industrial and Mechanical Contractors, Inc. vs. St. Charles Parish", 29th Judicial District Court of St. Charles Parish, Docket No. 84,056 consolidated with "St. Charles Parish vs. Industrial and Mechanical Contractors, Inc., et al", 29th Judicial District Court of St. Charles Parish, Docket No. 84,688; and,

WHEREAS, it is necessary to amend the contract to adjust the original contract quantities with final contract quantities, resulting in a decrease to the contract amount by \$127,506.38, and an increase to the contract time by 41 days; and,

WHEREAS, it is necessary to amend the contract to account for the amount of the final settlement, resulting in an increase to the contract amount by \$79,000.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No.1 for Mimosa and Lagatutta Drainage Improvements, (Project No. P090904), to decrease the contract amount by \$48,506.38 and increase the contract time by 41 days is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 19th day of September, 2022, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: B. J. Fisher
SECRETARY: M. J. Michelle
CLVD/PARISH PRESIDENT: September 20, 2022
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RET/SECRETARY: September 21, 2022

AT: 7:35am RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 1

DATE OF ISSUANCE 9/20/2022

EFFECTIVE DATE 9/20/2022

OWNER St. Charles Parish

CONTRACTOR Industrial & Mechanical Contractors, Inc.

Contract: P090904

Project: Mimosa and Lagatutta Drainage Improvements

OWNER's Contract No. P090904

ENGINEER's Contract No. 76741-01

ENGINEER Buchart Horn, Inc.

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

Description:

1. Delete the Following Work Items:

- a. Contract Item #705-06-00300: Chain Link Fence (6-Foot Height)
Delete item in its entirety. (-\$2,070.00)
b. Contract Item #705-08-03040: 8" Double Gates for Chain-Link Fence
Delete item in its entirety. (-\$ 1,030.00)
c. Contract Item #10100-01: Relocation of Infrastructure Items (Allowance)
Delete item in its entirety. (-\$35,000.00)
d. Contract Item #S-001: Temporary Erosion & Sediment Control
Delete item in its entirety. (-\$ 1,500.00)
e. Contract Item #S-003: Abandon Existing Storm Drain & Fill w/ Flowable Fill
Delete item in its entirety. (-\$1,875.00)
f. Contract Item #S-007: Impact Bollard
Delete item in its entirety. (-\$ 1,400.00)

Total of Deducted Items = (-\$42,875.00)

2. Add the Following Work Items:

- a. New Contract Item #X-101: Court Settlement (Payment from St. Charles Parish to Contractor)
Addition of \$109,000.00 (L.S.). See attached Court Settlement for details.
b. New Contract Item #X-102 Court Settlement (Payment from Subcontractor to St. Charles Parish)
Subtraction of \$30,000.00 (L.S.). See attached Court Settlement for details.
c. New Contract Item #X-103: Removal of Retaining (5%) on Total Completed and Stored to Date (\$639,611.72)
Subtraction of \$ 31,981.60 (L.S.)

Total of Added Work Items = (+\$47,018.40)

3. Revise the Following Work Item Quantities:

- a. Contract Item #201-01-00100: Clearing and Grubbing
The quantity is to be changed to 0.626144 L.S. (-\$ 1,372.80)
b. Contract Item #302-02-02000: Class II Base Course (6" Thick)
The quantity is to be changed to 10 SY. (-\$ 22,572.00)
c. Contract Item #701-03-01100: Storm Drain Pipe (48" PP)
The quantity is to be changed to 792 LF. (-\$ 4,284.29)
d. Contract Item #702-02-00400: Manhole (R-CB-11)
The quantity is to be changed to 5 EA. (-\$ 1,701.44)
e. Contract Item #71-01-05000: RipRap (10 Lb. 24" Thick) (Discharge Outfall)
The quantity is to be changed to 30 SY. (-\$ 4,004.00)
f. Contract Item #714-01-00700: Slab Sod (Centipeds)
The quantity is to be changed to 970 SY. (-\$ 1,467.00)
g. Contract Item #726-01-00100: Bedding Material (4610 Stone)
The quantity is to be changed to 141 CY. (-\$ 323.30)
h. Contract Item #727-01-00100: Mobilization
The quantity is to be changed to 85 L.S. (-\$ 9423.30)
i. Contract Item #16000-012: Electrical Controls for 75HP Pumps
The quantity is to be changed to 95 L.S. (-\$ 7,501.65)

Total of Change in Work Items Quantity = (-\$52,649.78)

Reason for Change Order: List a reason for each Line Item listed above.

1. Deleted Work Items

- a. No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
b. No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
c. No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
d. No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
e. No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
f. No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.

2. Add Work Items

- a. Amount paid to Contractor from St. Charles Parish as a result of the settlement agreement.
b. Amount paid to St. Charles Parish from Subcontractor as a result of the settlement agreement.
c. Amount of retainage not paid to the contractor for items completed and stored.

3. Revise Work Item Quantities

- a. Reconciling final quantities.
b. Reconciling final quantities.
c. Reconciling final quantities.
d. Reconciling final quantities.
e. Reconciling final quantities.
f. Reconciling final quantities.
g. Reconciling final quantities.
h. Reconciling final quantities.
i. Reconciling final quantities.

Attachments: Settlement Agreement

Invoice #9, last paid to Contractor (used for balancing final quantities)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 1,908,019.20	Original Contract Times: Substantial Completion: 180 Ready for final payment: 7/31/2022
Net Increase (Decrease) from previous Change Orders No. ____ to ____: \$ 0.00	Net change from previous Change Orders No. ____ to No. ____: Substantial Completion: 0 Ready for final payment: 7/31/2022
Contract Price prior to this Change Order: \$ 1,908,019.20	Contract Times prior to this Change Order: Substantial Completion: 180 Ready for final payment: 7/31/2022
Net increase/decrease of this Change Order: \$ 135,101.22	Net increase/decrease this Change Order: Substantial Completion: 36 Ready for final payment: 8/24/2022
Contract Price with all approved Change Orders: \$ 1,772,917.98	Contract Times with all approved Change Orders: Substantial Completion: 144 Ready for final payment: 6/24/2022

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 735,156.50	Original Contract Times: Substantial Completion: 180 calendar days Ready for final payment: (days or dates)
Net Increase (Decrease) from previous Change Orders No. ____ to ____: \$ N/A	Net change from previous Change Orders No. ____ to No. ____: Substantial Completion: N/A Ready for final payment: (days)
Contract Price prior to this Change Order: \$ 735,156.50	Contract Times prior to this Change Order: Substantial Completion: 180 calendar days Ready for final payment: (days or dates)
Net increase (decrease) of this Change Order: \$ 48,406.38	Net increase (decrease) this Change Order: Substantial Completion: 41 days Ready for final payment: (days)
Contract Price with all approved Change Orders: \$ 686,650.12	Contract Times with all approved Change Orders: Substantial Completion: 221 calendar days Ready for final payment: (days or dates)

RECOMMENDED:
By: C. K. King
ENGINEER (Authorized Signature)
Date: 09/08/2022

APPROVED:
By: Matthew Jewell
OWNER (Authorized Signature)
Date: 9/20/22

ACCEPTED:
By: _____
CONTRACTOR (Authorized Signature)
Date: _____

SECTION 00806

CHANGE ORDER

No. 1

DATE OF ISSUANCE 9/23/22 EFFECTIVE DATE 9/20/2022

OWNER St. Charles Parish
CONTRACTOR Industrial & Mechanical Contractors, Inc.
Contract: P090904
Project: Mimoso and Lacatutta Drainage Improvements
OWNER's Contract No. P090904
ENGINEER Ruchart Horn, Inc. ENGINEER's Contract No. 76741-01

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

Description:

- Delete the Following Work Items:
 - Contract Item #705-06-00300: Chain Link Fence (6-Foot Height)
Delete item in its entirety. (-\$2,070.00)
 - Contract Item #705-08-03040: 8' Double Gates for Chain-Link Fence
Delete item in its entirety. (-\$ 1,030.00)
 - Contract Item #10100-01: Relocation of Infrastructure Items (Allowance)
Delete item in its entirety. (-\$35,000.00)
 - Contract Item #S-001: Temporary Erosion & Sediment Control
Delete item in its entirety. (-\$ 1,500.00)
 - Contract Item #S-003: Abandon Existing Storm Drain & Fill w/ Flowable Fill
Delete item in its entirety. (-\$1,875.00)
 - Contract Item #S-007: Impact Bollard
Delete item in its entirety. (-\$ 1,400.00)Total of Deducted Items = (-\$42,875.00)
- Add the Following Work Items:
 - New Contract Item #X-101: Court Settlement (Payment from St. Charles Parish to Contractor)
Addition of \$109,000.00 (L.S.). See attached Court Settlement for details.
 - New Contract Item #X-102 Court Settlement (Payment from Subcontractor to St. Charles Parish)
Subtraction of \$30,000.00 (L.S.). See attached Court Settlement for details.
 - New Contract Item #X-103: Removal of Retainage (5%) on Total Completed and Stored to Date (\$639,631.72)
Subtraction of \$ 31,981.60 (L.S.)Total of Added Work Items = (+\$47,018.40)
- Revise the Following Work Item Quantities:
 - Contract Item #201-01-00100: Clearing and Grubbing
The quantity is to be changed to 0.26144 L.S. (-\$ 1,372.80)
 - Contract Item #302-02-02000: Class II Base Course (6" Thick)
The quantity is to be changed to 10 SY. (-\$ 22,572.00)
 - Contract Item #701-03-01100: Storm Drain Pipe (48" PP)
The quantity is to be changed to 792 LF. (-\$ 4,284.39)
 - Contract Item #702-02-00400: Manhole (R-CB-11)
The quantity is to be changed to \$ EA. (-\$ 1,701.44)
 - Contract Item #711-01-05000: RipRap (10 Lb. 24" Thick) (Discharge Outfall)
The quantity is to be changed to 30 SY. (-\$ 4,004.00)
 - Contract Item #714-01-00700: Slab Sod (Centipede)
The quantity is to be changed to 970 SY. (-\$ 1,467.00)
 - Contract Item #726-01-00100: Bedding Material (#610 Stone)
The quantity is to be changed to 141 CY. (-\$ 323.30)
 - Contract Item #727-01-00100: Mobilization
The quantity is to be changed to .85 LS. (-\$ 9423.30)
 - Contract Item #16900-012: Electrical Controls for 75HP Pumps
The quantity is to be changed to .95 LS. (-\$ 7,501.65)Total of Change in Work Items Quantity = (-\$52,649.78)

Reason for Change Order: List a reason for each Line Item listed above.

- Deleted Work Items
 - No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
 - No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
 - No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
 - No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
 - No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
 - No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
- Add Work Items
 - Amount paid to Contractor from St. Charles Parish as a result of the settlement agreement.
 - Amount paid to St. Charles Parish from Subcontractor as a result of the settlement agreement.
 - Amount of retainage not paid to the contractor for items completed and stored.
- Revise Work Item Quantities
 - Reconciling final quantities.
 - Reconciling final quantities.
 - Reconciling final quantities.
 - Reconciling final quantities.
 - Reconciling final quantities.
 - Reconciling final quantities.
 - Reconciling final quantities.
 - Reconciling final quantities.
 - Reconciling final quantities.

Attachments: Settlement Agreement
Invoice #9, last paid to Contractor (used for balancing final quantities)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 735,156.50	Original Contract Times: Substantial Completion: 180 calendar days Ready for final payment: (days or dates)
Net Increase (Decrease) from previous Change Orders No. ____ to ____: \$ N/A	Net change from previous Change Orders No. ____ to No. ____: Substantial Completion: N/A Ready for final payment: (days)
Contract Price prior to this Change Order: \$ 735,156.50	Contract Times prior to this Change Order: Substantial Completion: 180 calendar days Ready for final payment: (days or dates)
Net increase (decrease) of this Change Order: \$ 48,406.38	Net increase (decrease) this Change Order: Substantial Completion: 41 days Ready for final payment: (days)
Contract Price with all approved Change Orders: \$ 686,650.12	Contract Times with all approved Change Orders: Substantial Completion: 221 calendar days Ready for final payment: (days or dates)

RECOMMENDED:
By: C. K. King
ENGINEER (Authorized Signature)
Date: 09/20/22

APPROVED:
By: Matthew Jewell
OWNER (Authorized Signature)
Date: 9/20/22

ACCEPTED:
By: Matthew Jewell
CONTRACTOR (Authorized Signature)
Date: 7/6/22

2022-0251

INTRODUCED BY: MARILYN B. BELLOCK, COUNCILWOMAN, DISTRICT V
ORDINANCE NO. 22-9-6

An Ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs along both sides of Rowena Smith Drive in St. Rose.

WHEREAS, vehicles obstructing the passage of moving vehicular traffic poses a threat to the health, safety, and welfare of the general public in the event that emergency vehicles are obstructed in responding to an emergency; and,
WHEREAS, vehicles parking on this street obstruct the passage of moving vehicular traffic including school busses, garbage trucks, and other vehicles to pass; and,

WHEREAS, no parking signs are needed on both sides of this street in order to eliminate the safety hazard and danger to residents.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. Traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9.

SECTION II. In accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN that "NO PARKING" signs be installed along both sides of Rowena Smith Drive in St. Rose.

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

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

And the ordinance was declared adopted this 19th day of September, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Disley
SECRETARY: Michelle Duprat
DLVD/PARISH PRESIDENT: September 20, 2022
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: September 21, 2022
AT: 7:35 am RECD BY: [Signature]

2022-0254

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ORDINANCE NO. 22-9-7

An ordinance approving and authorizing the execution of Change Order No. 6 for the Norco Library Renovation/Addition located at 590 Apple Street in Norco, to decrease the contract amount by \$61,646.80.

WHEREAS, Ordinance No. 18-1-10, adopted January 22, 2018, by the St. Charles Parish Council approved and authorized a construction contract with J.E. Franke Constructors, LLC, for Project No. P170601, for the renovation/addition of the Norco Branch Library in the amount of \$1,110,025.00; and,

WHEREAS, Ordinance No. 18-6-2, adopted June 4, 2018, by the St. Charles Parish Council approved and authorized Change Order No. 1 to the contract with J.E. Franke Constructors, LLC, for the Norco Library Renovation/Addition to increase the contract amount by \$11,755.00 and increase the contact time by five days; and,

WHEREAS, Ordinance No. 18-10-10, adopted October 15, 2018, by the St. Charles Parish Council approved and authorized Change Order No. 2 to the contract with J.E. Franke Constructors, LLC, for the Norco Library Renovation/Addition to increase the contract amount by \$4,371.00 and increase the contact time by thirteen days; and,

WHEREAS, Ordinance No. 18-12-3, adopted December 10, 2018, by the St. Charles Parish Council approved and authorized Change Order No. 3 to the contract with J.E. Franke Constructors, LLC, for the Norco Library Renovation/Addition to decrease the contract amount by \$151.00 and increase the contact time by 19 days; and,

WHEREAS, Ordinance No. 19-1-3, adopted January 7, 2019, by the St. Charles Parish Council approved and authorized Change Order No. 4 to the contract with J.E. Franke Constructors, LLC, for the Norco Library Renovation/Addition to increase the contract amount by \$3,469.00 and increase the contact time by 10 days; and,

WHEREAS, Ordinance No. 19-2-8, adopted February 18, 2019, by the St. Charles Parish Council approved and authorized Change Order No. 5 to the contract with J.E. Franke Constructors, LLC, for the Norco Library Renovation/Addition to decrease the contract amount by \$52.75 and increase the contact time by 12 days; and,

WHEREAS, it is necessary to adjust the original contract to reflect those items more fully described in Change Order No. 6, said adjustment as recommended by Plus One, L.L.C., to decrease the dollar amount by \$61,646.80; and

WHEREAS, it is the desire of the Parish Council to approve said Change Order No. 6,
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 6 for the Norco Library Renovation/Addition to decrease the contract amount by \$61,646.80 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 19th day of September, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Disley
SECRETARY: Michelle Duprat
DLVD/PARISH PRESIDENT: September 20, 2022
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: September 21, 2022
AT: 7:35 am RECD BY: [Signature]



Document G701™ – 2017

Change Order

PROJECT: (name and address)	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
St. Charles Parish Library Ren 590 Apple Street, Norco, LA OWNER: (name and address) St. Charles Parish Government 19045 River Road Bakerville, LA 70057	Contract For: Renovation/Addition of Libr Date: January 24, 2022 ARCHITECT: (name and address) Plus One, LLC PO Box 40032 Baton Rouge	Change Order Number: 006 Date: January 24, 2022 CONTRACTOR: (name and address) J. E. Franke Constructors, LLC 229 Place Saint Jean Covington, LA 70433

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Reduction of Contract for Liquidated Damages December 15, 2018 - January 31, 2019 equal to \$7,200.00
Reduction of Contract for Liquidated Damages February 1 - March 31, 2019 equal to \$8,550.00
Reduction of Contract for Liquidated Damages April 1 - May 15, 2019 equal to \$6,750.00
Mutually Agreed Upon Credit for Punch List Items Not Completed as of 6/22/2020 valued at \$10,421.55
Credit for Punch List Items Not Completed valued at \$19,425.25
Credit for Architect Fees as of 3/12/2020 valued at \$7,000.00 per contract agreement
Credit for Architect fees for final walkthrough valued at \$2,000.00 per contract agreement

The original (Contract Sum) was	\$ 1,110,025.00
The net change by previously authorized Change Orders	\$ 19,391.25
The (Contract Sum) prior to this Change Order was	\$ 1,129,416.25
The (Contract Sum) will be (decreased) by this Change Order in the amount of	\$ 61,646.80
The new (Contract Sum), including this Change Order, will be	\$ 1,067,769.45
The Contract Time will be (unchanged) by zero (0) days.	
The new date of Substantial Completion will be May 15, 2019	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Plus One, LLC ARCHITECT (Print name) [Signature] SIGNATURE Print Embrough, CEO PRINTED NAME AND TITLE 24JAN2022 DATE	J. E. Franke Constructors, LLC CONTRACTOR (Print name) [Signature] SIGNATURE Kevin Masin Attorney-in-Charge PRINTED NAME AND TITLE 8/24/2022 DATE	St. Charles Parish Government OWNER (Print name) Matthew Jewell SIGNATURE Matthew Jewell, Parish President PRINTED NAME AND TITLE 9/20/22 DATE
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2022-0229
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(PERSONNEL OFFICE)
RESOLUTION NO. 6661

A resolution to approve the Civil Service Pay Plan as recommended by the Personnel Officer in accordance with the Compensation and Pay Classification Study conducted by SSA Consultants.

WHEREAS, a Compensation and Pay Classification Study for St. Charles Parish Civil Service Employees has been conducted by SSA Consultants; and,

WHEREAS, in accordance with the St. Charles Parish Home Rule Charter, the Civil Service Pay Plan shall become effective only after the approval by the Civil Service Board, the Parish President, and the Parish Council; and,

WHEREAS, it is the desire of the Parish Council to grant its approval of said Pay Plan.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve the Civil Service Pay Plan as recommended by the Personnel Officer in accordance with the Compensation and Pay Classification Study for St. Charles Parish Civil Service Employees conducted by SSA Consultants as approved by the Civil Service Board and the Parish President.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:
YEAS: BILLINGS, FONSECA, CLULEE, GIBBS, DUFRENE, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: DARENSBOURG GORDON, BELLOCK

And the resolution was declared adopted this 19th day of September, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fiesler
SECRETARY: Michelle Sponsato
CLVD/ PARISH PRESIDENT: September 20, 2022
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: September 21, 2022
AT: 7:35am RECD BY: [Signature]

2022-0268
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE & DEPARTMENT OF PARKS AND RECREATION)
RESOLUTION NO. 6662

A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish regarding the allocation of \$750,000.00 to be utilized for the revitalization of the West Bank Bridge Park after Hurricane Ida.

WHEREAS, Act 170 of 2022 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditures of State funds; and,

WHEREAS, Act 170 of 2022 Regular Legislative Session contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$750,000.00 in State Aid to Local Government Entities State General Fund Direct funding for the revitalization of the West Bank Bridge Park after Hurricane Ida; and,

WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2022 through June 30, 2023; and,

WHEREAS, St. Charles Parish will utilize these funds for the revitalization of the West Bank Bridge Park after Hurricane Ida; and,

WHEREAS, the State of Louisiana has prepared the necessary Agreement to provide the funding, and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish for funding to complete the revitalization of the West Bank Bridge Park after Hurricane Ida in St. Charles Parish.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said agreement and to act on behalf of St. Charles Parish in all matters pertaining to this agreement.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:
YEAS: BILLINGS, FONSECA, CLULEE, GIBBS, DUFRENE, FISHER
NAYS: NONE
ABSENT: DARENSBOURG GORDON, BELLOCK, FISHER-CORMIER

And the resolution was declared adopted this 19th day of September, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fiesler
SECRETARY: Michelle Sponsato
CLVD/ PARISH PRESIDENT: September 20, 2022
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: September 21, 2022
AT: 7:35am RECD BY: [Signature]

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and St. Charles Parish officially domiciled at P.O. Box 302, 15045 River Road, Hahnville, LA 70057, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

- 1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and
- 1.2 WHEREAS, Act 170 of 2022 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 170 contains a line item appropriation within the Agency's budget for the benefit of St. Charles Parish of which the sum of SEVEN HUNDRED AND FIFTY THOUSAND & NO/100 (\$750,000) DOLLARS has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;
- 1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;
- 1.4 WHEREAS, the public purpose is described as: West Bank Bridge Park for revitalization after Hurricane Ida;
- 1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 170 of 2022 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E."

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II
SCOPE OF SERVICES

- 2.1 The Contracting Party shall: Complete the revitalization of the West Bank Bridge Park after Hurricane Ida
- 2.2 Deliverables: Spend \$750,000 to complete the revitalization of the West Bank Bridge Park after Hurricane Ida.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to

the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of SEVEN HUNDRED AND FIFTY THOUSAND & NO/100 (\$750,000) DOLLARS which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the prior approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 170 of 2022 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.

ARTICLE III
CONTRACT MONITOR

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C- Progress Report and Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved Goals in **Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (Please check one):

X **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☐ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed only with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be provided to the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

☐ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures only with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2022 and June 30, 2023, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2023, MUST, under all circumstances, be received by the Agency no later than July 15, 2023, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 170 of 2022 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2023.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned

over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 72-6001208.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII
ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X
AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority prior to the alteration, variation, modification or waiver of any provision of this Agreement. This agreement may not be amended after the expiration date.

ARTICLE XII
FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2022 and shall terminate on June 30, 2023. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2023. There is no extension of the June 30, 2023 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20____

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 26th day, of Sept, 2022

WITNESSES:

Contracting Party

Jeanette Cruz
Billy Raynaud

Matthew Jewell
Authorized Person

Matthew Jewell, Parish President
Print Name and Title

2022-0269
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE & DEPARTMENT OF PARKS AND RECREATION)
RESOLUTION NO. 6663

A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish regarding the allocation of \$750,000.00 to be utilized for the West Bank Splash Park.

WHEREAS, Act 170 of 2022 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditures of State funds; and,

WHEREAS, Act 170 of 2022 Regular Legislative contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$750,000.00 in State Aid to Local Government Entities State General Fund Direct funding for the West Bank Splash Park; and,

WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2022 through June 30, 2023; and,
WHEREAS, St. Charles Parish will utilize these funds for the West Bank Splash Park; and,

WHEREAS, the State of Louisiana has prepared the necessary Agreement to provide the funding, and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish for funding to complete the West Bank Splash Park project in St. Charles Parish.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said agreement and to act on behalf of St. Charles Parish in all matters pertaining to this agreement.

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

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

And the resolution was declared adopted this 19th day of September, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Sponsato
DLVD/PARISH PRESIDENT: September 20, 2022
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: September 21, 2022
AT: 7:55pm RECD BY: [Signature]

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and St. Charles Parish officially domiciled at P.O. Box 302, 15045 River Road, Hahnville, LA 70057, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 WHEREAS, Act 170 of 2022 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 170 contains a line item appropriation within the Agency's budget for the benefit of St. Charles Parish of which the sum of SEVEN HUNDRED AND FIFTY THOUSAND & NO/100 (\$750,000) DOLLARS has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: West Bank Splash Park;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 170 of 2022 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II
SCOPE OF SERVICES

2.1 The Contracting Party shall: Complete the West Bank Splash Park.

2.2 Deliverables: Spend \$750,000 to complete the West Bank Splash Park.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of SEVEN HUNDRED AND FIFTY THOUSAND & NO/100 (\$750,000) DOLLARS which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the prior approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 170 of 2022 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.

ARTICLE III
CONTRACT MONITOR

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report and Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;

2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in Attachment D-Cost Report are in compliance with the approved Goals in Attachment A Plan. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (Please check one):

☒ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☐ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed only with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

☐ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures only with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2022 and June 30, 2023, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending **June 30, 2023**, MUST, under all circumstances, be received by the Agency no later than **July 15, 2023**, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 170 of 2022 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2023.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-6001208**.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII
ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or reversion), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X
AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

ARTICLE XII
FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2022 and shall terminate on June 30, 2023. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2023. There is no extension of the June 30, 2023 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20____

WITNESSES: DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT Hahnville, Louisiana on the 20th day of Sept, 2022.

WITNESSES: Contracting Party

Jeanette Cresp

Billy Raymond

Math Jewell
Authorized Person

Mathew Jewell, Parish President
Print Name and Title

2022-0270

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

RESOLUTION NO. 6664

A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish regarding the allocation of \$500,000.00 to be utilized for the revitalization of the East and West Bank Bridge Parks.

WHEREAS, Act 170 of 2022 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditures of State funds; and,

WHEREAS, Act 170 of 2022 Regular Legislative Session contains a line item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$500,000.00 in State Aid to Local Government Entities State General Fund Direct funding for the revitalization of the East and West Bank Bridge Parks; and,

WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2022 through June 30, 2023; and,

WHEREAS, St. Charles Parish will utilize these funds for the revitalization of the East and West Bank Bridge Parks; and,

WHEREAS, the State of Louisiana has prepared the necessary Agreement to provide the funding, and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish for funding to complete the revitalization of the East and West Bank Bridge Parks in St. Charles Parish.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said agreement and to act on behalf of St. Charles Parish in all matters pertaining to this agreement.

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

YEAS: BILLINGS, FONSECA, CLULEE, GIBBS, DUFRENE, FISHER

NAYS: NONE

ABSENT: DARENSBOURG GORDON, BELLOCK, FISHER-CORMIER

And the resolution was declared adopted this 19th day of September, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Spotsburg
DLVO/PARISH PRESIDENT: September 20, 2022
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Math Jewell
RET'D/SECRETARY: September 21, 2022
AT: 7:35am RECD BY: (Signature)

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and St. Charles Parish officially domiciled at P.O. Box 302, 15045 River Road, Hahnville, LA 70057, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 WHEREAS, Act 170 of 2022 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 170 contains a line item appropriation within the Agency's budget for the benefit of St. Charles Parish of which the sum of **FIVE HUNDRED THOUSAND & NO/100 (\$500,000) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof,

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation o the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: revitalization of East Bank Bridge Park and revitalization of West Bank Bridge Park.

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 170 of 2022 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 -3 on accountability for line item appropriations; and is attched to this agreement and made part hereof by reference as "Attachment E.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II
SCOPE OF SERVICES

2.1 The Contracting Party shall: Complete the revitalization of the East and West Bank Bridge Parks in St. Charles Parish.

2.2 Deliverables: Spend \$500,000 to complete the revitalization of the East and West Bank Bridge Parks in St. Charles Parish.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **FIVE HUNDRED THOUSAND & NO/100 (\$500,000) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the prior approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 170 of 2022 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.

ARTICLE III
CONTRACT MONITOR

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C- Progress Report and Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals in Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

X **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☐ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

☐ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates

that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2022 and June 30, 2023, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending **June 30, 2023**, MUST, under all circumstances, be received by the Agency no later than **July 15, 2023**, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 170 of 2022 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2023.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-6001208**.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII
ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X
AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement**. This agreement may not be amended after the expiration date.

ARTICLE XII
FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2022 and shall terminate on June 30, 2023. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2023. There is no extension of the June 30, 2023 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20__

WITNESSES: DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Mailing address: (If different from current residential address)

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT Hahnville, Louisiana on the 21st day, of Sept, 20 22.

WITNESSES:

Contracting Party

James C. Cruz
Billy Raymond

Matthew Jewell
Authorized Person
Matthew Jewell, Parish President
Print Name and Title

2022-0275
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6665
A resolution in support of the Planning and Zoning Commission's approval of 2022-15-SPU for an accessory dwelling unit in an R-1A zoning district, Lot 5B-1, Sq. 15, New Sarpy Subdivision, 225 Park Avenue, New Sarpy as requested by Sean & Christy Moore.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981 requires the Parish Council approve a supporting resolution for Accessory Dwelling Units; and, Sean & Christy Moore have requested a special permit to build an

Accessory Dwelling Unit (ADU) in an R-1A zoning district, Lot 5B-1, Sq. 15, New Sarpy Subdivision, municipal address 225 Park Avenue, New Sarpy; 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 September 1, 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, Lot 5B-1, Sq. 15, New Sarpy Subdivision, 225 Park Avenue, New Sarpy as requested by Sean & Christy Moore.

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

YEAS: BILLINGS, FONSECA, CLULEE, GIBBS, DUFRENE, FISHER
NAYS: NONE

ABSENT: DARENSBOURG GORDON, BELLOCK, FISHER-CORMIER

And the resolution was declared adopted this 19th day of September, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Supakata
DLVD/PARISH PRESIDENT: September 20, 2022
APPROVED: Matthew Jewell DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: September 21, 2022
AT: 7:35 am RECD BY: MD

2022-0276
INTRODUCED BY: MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
RESOLUTION NO. 6666

A resolution amending Resolution No. 4848, which officially established a confirmation questionnaire for nominees for all Boards or Commissions, to amend said confirmation questionnaire, to provide further clarification therein.

WHEREAS, on May 17, 1982 a motion was made and seconded that the Council initiate the procedure of forwarding a questionnaire to all nominees for all Boards, requesting that the form be returned to the Council prior to the release of the Council Agenda; and,

WHEREAS, Rule 17. of the Council Rules for St. Charles Parish requires that confirmation questionnaires must be completed and returned to the Office of the Council Secretary by 4:00 o'clock p.m. on the fourth business day preceding a Parish Council Meeting; failure to complete or return the questionnaire prior to the deadline shall automatically disqualify the nomination; and,

WHEREAS, Resolution No. 4848 adopted October 9, 2000, officially established a confirmation questionnaire for nominees for all Boards or Commissions; and,

WHEREAS, Resolution No. 5661 adopted August 3, 2009, amended Resolution No. 4848 which amended the confirmation questionnaire to clarify the answers of the nominee; and,

WHEREAS, the Parish Council uses the data contained in the confirmation questionnaire as a basis for determining the qualifications of the nominee; and,

WHEREAS, it is the desire of the Parish Council to amend and clarify said confirmation questionnaire for nominees for all Boards or Commissions.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby amend Resolution No. 4848, which officially established a confirmation questionnaire for nominees for all Boards or Commissions, to amend said confirmation questionnaire, to provide further clarification therein.

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

YEAS: BILLINGS, FONSECA, CLULEE, GIBBS, DUPRENE, FISHER
NAYS: NONE

ABSENT: DARENSBOURG GORDON, BELLOCK, FISHER-CORMIER

And the resolution was declared adopted this 19th day of September, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Supakata
DLVD/PARISH PRESIDENT: September 20, 2022
APPROVED: Matthew Jewell DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: September 21, 2022
AT: 7:35 am RECD BY: MD

ST. CHARLES PARISH COUNCIL

CONFIRMATION QUESTIONNAIRE

IN CONSIDERATION FOR APPOINTMENT TO

Board or Commission

Each question must be answered completely in order for the appointment to be considered. Incomplete questionnaires shall be returned to appointees for completion.

1. Name: _____
Primary Phone: _____
Email address: _____
(PHONE NUMBER & EMAIL ADDRESS WILL NOT BE MADE PUBLIC IF YOU SPECIFY)

2. Current residential address: _____

3. *Ethnicity _____ *Gender: _____
*FOR STATISTICAL PURPOSES ONLY

4. Education: _____
List institutions, dates attended, degree received, and date granted: _____

5. Employment Record: _____
List positions held for last three employers including the title or description of job, name of employer, location of work, and dates of inclusive employment: _____

6. Government Experiences: _____
List any experience in or association with federal, state, or local governments, including advisory, consultative, honorary, or part-time service or positions: _____

7. Current Offices/Employment: _____
List below all current elected or appointed offices or employment as well as the associated Governmental Entity: _____

8. Honors and Awards: _____
List scholarships, fellowships, honorary society, memberships, and any other special recognitions for outstanding service or achievement: _____

9. In your opinion, what qualifies you to serve in the position to which you have been nominated? _____

10. Are you in any way related to any member of the Parish Council or the Parish President? _____
If so, state the relationship. _____

11. If you, personally, or any business enterprise which you have an interest of 10% or greater, has received income in excess of \$5,000 from St. Charles Parish (excluding retirement income), please list the source(s) and the amount(s) received in the previous 2 calendar years and the amount(s) to date in the current calendar year: _____

12. Would this appointment create a conflict with your present employer, business firm, associations, or organizations if you are appointed to this Board or Commission? _____

13. Are you involved in any pending or past litigation against St. Charles Parish and / or any Political Subdivision thereof? _____

I HEREBY CERTIFY THAT ALL ANSWERS TO QUESTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Appointee's Signature

Date

Summary of Attorney General Opinion No. 82-648 dated August 16, 1982:

Inquiry on whether the "Confirmation Questionnaire" adopted by the St. Charles Parish Council for use in selecting persons to represent the Parish Council on local boards and commissions would be available to the public by virtue of the Louisiana Public Records Act.

Summary

It is the opinion of this office that applications of public appointees should generally be shielded in toto if appointments are not made and the records are not used by the public body. If selected, data including addresses, date of birth, education, current and former employment, government experience, and other information concerning job suitability may be disclosed. Financial disclosure of assets received by the appointee or his business interests from public sources may be required. Telephone numbers need not be disclosed. Marital status and organizational memberships should be excised.

Hand deliver or email. You may email to scpcouncil@stcharlesgov.net or hand deliver to:

Council Secretary
St. Charles Parish Courthouse
15045 River Road
Hahnville, LA 70057

You may also complete this form on the Parish Website, please contact Council Secretary for details
985-783-5000.

Revised 9-2022

2022-0277
INTRODUCED BY: MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
RESOLUTION NO. 6667

A resolution amending Resolution No. 3147, which established specific policies to be used in the Department Head Confirmation Process, to amend "Exhibit A" confirmation questionnaire for Department Head appointees, to provide further clarification therein.

WHEREAS, the St. Charles Parish Home Rule Charter, Article III, Section B.3.a., states that all Department Head appointments must be submitted to the St. Charles Parish Council for confirmation by a majority vote of the Council within thirty (30) days of appointment; and,

WHEREAS, the Home Rule Charter does not address the specific procedures to be used in the confirmation process of Department Heads; and,

WHEREAS, Resolution No. 3147 adopted March 7, 1988, established specific policies to be used in the Department Head Confirmation Process; and,

WHEREAS, Resolution No. 3147 established a procedure for a confirmation questionnaire to be completed by the appointee and submitted to the Council Secretary no less than five (5) business days before the confirmation hearing date; and,

WHEREAS, Resolution No. 4847 adopted October 9, 2000, amended Resolution No. 3147 to inquire about any pending or past Litigation against St. Charles Parish and/or any Political Subdivision; and,

WHEREAS, the Parish Council uses the data contained in the confirmation questionnaire as a basis for determining the qualifications of the appointee; and,

WHEREAS, it is the desire of the Parish Council to amend and clarify said confirmation questionnaire "Exhibit A" for Department Head appointees.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby amend Resolution No. 3147, which established specific policies to be used in the Department Head Confirmation Process, to amend "Exhibit A" confirmation questionnaire for Department Head appointees, to provide further clarification therein.

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

YEAS: BILLINGS, FONSECA, CLULEE, GIBBS, DUFRENE, FISHER

NAYS: NONE

ABSENT: DARENSBOURG GORDON, BELLOCK, FISHER-CORMIER

And the resolution was declared adopted this 19th day of September, 2022, to become effective five (5) days after publication in the Official Journal.

2022-0277 Amend_Res02197_Department Head Confirmation Questionnaire 09/19/22

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Depato
CLVD/PARISH PRESIDENT: September 20, 2022
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: September 21, 2022
AT: 7:35 am RECD BY: [Signature]

EXHIBIT "A"

ST. CHARLES PARISH COUNCIL

DEPARTMENT HEAD CONFIRMATION QUESTIONNAIRE

IN CONSIDERATION FOR APPOINTMENT TO

1. Name: _____

Primary Phone: _____

Email address: _____

(PHONE NUMBER & EMAIL ADDRESS WILL NOT BE MADE PUBLIC IF YOU SPECIFY)

2. Current residential address:

Mailing address: (If different from current residential address)

3. * Ethnicity: _____ *Gender: _____

*FOR STATISTICAL PURPOSES ONLY

4. Are you a registered voter? Yes _____ No _____

If yes, Parish _____

5. Education:
List institutions, dates attended, degree received, and date granted:

6. Employment Record:
List positions held for last three employers including the title or description of job, name of employer, location of work, and dates of inclusive employment:

7. Government Experiences:
List any experience in or association with federal, state, or local governments, including advisory, consultative, honorary, or part-time service or positions:

8. Current Offices/Employment:
List below all current elected or appointed offices or employment as well as the associated Governmental Entity:

9. Political Activities:
List all financial contributions and services rendered to political candidates and/or election committees for the past four years in excess of the following amounts for the following classes of candidates: (a) \$2,000 for major office candidates (governor, lieutenant governor, secretary of state, attorney general, state treasurer, commissioner of agriculture, commissioner of insurance, commissioner of elections, superintendent of education, public service commissioner, justice of the supreme court); (b) \$100 for district office candidates (member of the legislature, public offices elected parishwide, public offices elected in more than one parish or portions of more than one parish).

10. Honors and Awards:
List scholarships, fellowships, honorary society, memberships, and any other special recognitions for outstanding service or achievement:

11. In your opinion, what qualifies you to serve in the position to which you have been nominated?

12. Have you read Louisiana's governmental ethics law?

13. Are you in any way related to any member of the Parish Council or the Parish President?
If so, state the relationship.

14. If you, personally, or any business enterprise which you have an interest of 10% or greater, has received income in excess of \$5,000 from St. Charles Parish (excluding retirement income), please list the source(s) and the amount(s) received in the previous 2 calendar years and the amount(s) to date in the current calendar year:

15. Would this appointment create a conflict with your present employer, business firm, associations, or organizations if you are appointed to this position?

16. Has anybody made a commitment to employ your services in any capacity after you leave government service?

17. Have you ever been arrested or convicted of a felony? (If yes, explain in detail.)

18. List all arrests and convictions for violation of any City, Parish, State or Federal laws.

19. Have you ever been arrested or convicted or paid a fine for reckless driving or driving while intoxicated? When and where?

20. Are there any charges pending against you at present? (If yes, explain in detail.)

21. Are you presently in compliance with federal and state income tax regulations?
(If not, explain briefly.)

22. Are you involved in any pending or past Litigation against St. Charles Parish and/or any Political Subdivision thereof?

Sworn to and subscribed before me, undersigned Notary, and the undersigned competent witnesses, this _____ day of _____, 20__.

Appointee's Signature

Witness

Witness

Notary Public

Please contact Council Secretary for delivery instructions 985-783-5000.

Revised 9/2022

2022-0248

RESOLUTION NO. 6658

A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District V Representative.

WHEREAS, there exists a vacancy on the ST. CHARLES PARISH BOARD OF ADJUSTMENT due to the resignation of Ms. Keondra Milligan on August 10, 2022; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Mr. Dwayne E. Harris 260 First Street, St. Rose, LA 70087 is hereby appointed to fill the unexpired term on the ST. CHARLES PARISH BOARD OF ADJUSTMENT as the District V Representative.

BE IT FURTHER RESOLVED, that said appointment shall be effective IMMEDIATELY and shall expire DECEMBER 7, 2025.

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

YEAS: BILLINGS, FONSECA, CLULEE, GIBBS, DUFRENE, FISHER

NAYS: NONE

ABSENT: DARENSBOURG GORDON, BELLOCK, FISHER-CORMIER

And the resolution was declared adopted this 19th day of September, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: September 20, 2022
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: September 21, 2022
AT: 7:35am RECD BY:

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: September 29, 2022

Public Notice

St. Charles Parish Public Schools Committee Meetings (Monday, September 19, 2022)

Generated by Shelly Babineaux on Tuesday, September 20, 2022

Members present

Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savole, John L Smith, Alex L Suftrin

Meeting called to order at 5:26 PM

1. Risk Management & Insurance Committee

1.01 Monthly Legal Update - Executive Session Committee Meeting Only

Motion by A. Suftrin, second by J. Robichaux and unanimously carried to go into Executive Session per R. L.S. 42:16-17.

Motion by J. Robichaux; second by A. Suftrin to return to regular session.

1.02 Health Insurance Self Insured Update - Committee Meeting Only

Director of Risk Management and Benefits Darnisha Gales, Jesse Babin of USI and Chief Financial Officer Ronald White, provided an update on the self-insured health insurance plan. A discussion was held on self insured first quarter data fixed expenses (less prescription rebates), budget vs. net costs, post Covid procedures and doctor visits and the Go365 program. Monthly reports will be provided to the Board for at least the next 6 months, then possibly quarterly.

1.03 Automobile Physical Damage Insurance Update - Committee Meeting Only

Director of Risk Management and Benefits Darnisha Gales, Rick Grubb and Kim Plescia with BRK Insurance provided information relative to automobile physical damage insurance. This binder and detailed report was referenced and discussed. A comparison to other districts that own their own bus fleet was requested and will be provided to the Board. The process to acquire this type of coverage was also discussed. The percentage of fleet not included in this coverage (obsolete) was also discussed.

1.04 Renewal of the Medicare Advantage Plan from Humana

Director of Risk Management & Benefits Darnisha Gales and USI representative Jesse Babin presented the renewal of the Medicare Advantage Plan from Humana. On September 1, 2020, the Board first offered retirees with Medicare the option of continuing traditional Medicare or converting to a private, fee-for-service plan offered by Humana. Currently, 679 out of 1,081 eligible retirees have chosen to switch to the Medicare Advantage Plan. This reflects no increase from the prior year. Humana submitted a renewal for January 1, 2023, that continues existing coverage at a 0% increase. By offering the Medicare Advantage Plan, the District gives retirees an alternative to traditional Medicare while decreasing the District's cost for health insurance.

A discussion was held and a spreadsheet with renewal information and data was referenced. A retiree meeting will be held next week so carriers can answer questions along with a google meeting. Mr. Alexander asked for the number of total retirees district wide. This information will be provided to the Board by Assistant Superintendent of Human Resources and Administrative Services, Tressa Webb.

This item will be on the September 21, 2022 Board meeting agenda.

1.05 Selection of School Board Liability Insurance

First Vice President Carleen Patterson and Associate Brock Rick Prey with Alliant presented a proposal for School Board Liability Insurance. St. Charles Parish Public Schools purchases liability insurance to protect the District from claims brought against St. Charles Parish Public Schools by third parties. Current coverage is provided for general liability, excess liability, auto liability, educational legal liability, employment practice liability, sexual abuse and molestation liability, bus physical damage liability, and unmanned aerial vehicles. The liability insurance coverage is set to expire on October 1, 2022.

A discussion was held on company comparisons, separate cyber and drone coverage, additional security coverage and leased bus coverage.

This agenda item will be on the September 21, 2022 Board meeting agenda.

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

2. Curriculum, Instruction & Assessment Committee

2.01 St. Charles Parish Public School's District Literacy Plan - Committee Meeting Only

Board member Melinda Bernard called the Curriculum, Instruction & Assessment Committee meeting to order. Curriculum, Instruction & Assessment Literacy Coach Leader Ada Webb presented the District's Literacy Plan to the Board in a bound booklet. This literacy plan has been being developed for 3 years. A discussion was held including future pro-k work. The Superintendent reported that the State of Louisiana just passed K-2 accountability. Ms. Bernard thanked Ms. Webb and the Curriculum & Instruction department for a job well done.

Motion by C.H. Savole; second by A. Aucoin to adjourn.

3. Capital Improvements Committee

3.01 Surveillance System Monitoring Update - Committee Meeting Only

Dennis Naquin called the Capital Committee meeting to order.

Administrator of Safety, Security and Athletics Kade Rogers presented an update on surveillance system monitoring at the request of Board member Dennis Naquin. A discussion was held on different aspects of this potential program including evidence for incidents and other surveillance data gathering sources. The Board will discuss if the need for this item to be further developed.

3.02 Bid Authorization Request - Mimosa Park Elementary School Canopy Replacement

Chief Plant Services & Security Officer John Rome and Mike Bourgeois with Duplantis Design Group presented the Mimosa Park Elementary School Canopy Replacement project which is an approved project of the 2019 Sales Tax Bond Issue. The construction plans for the Mimosa Park Elementary Canopy Replacement project has been completed by the architect and are ready for bid.

This agenda item will be on the September 21, 2022 Board meeting agenda.

3.03 Bid Authorization Request - Hahnville High School Gym Roof Replacement

Chief Plant Services and Security Officer John Rome Jr. presented the Hahnville High School Gym Roof Replacement project which is an approved Long Range Major Maintenance/Capital Improvements Plan. The construction plans for the Hahnville High School Gym Roof Replacement project have been completed by the architect and are ready for bid.

This agenda item will be on the September 21, 2022 Board meeting agenda.

3.04 Change Order Number One - Professional Learning Center Hurricane Ida Damages Restoration

Chief Plant Services & Security Officer John Rome and Mike Tabb with Murray Architects presented the total cost for all changes on item 3.04 has a credit of \$10,966.81. Forty-two (42) contract days were added to the contract as a result of construction change directives. To prevent further delay of the project, authorization was given to the contractor to proceed with the work after getting approval from the Board President, Vice President, and Capital Improvements Chairperson. Approval of this change order will allow the District to make the necessary modifications to the existing contract.

This agenda item will be on the September 21, 2022 Board meeting agenda.

3.05 Change Order Number One - New Sarpy Elementary School Roof Hurricane Ida Damages Restoration

Chief Plant Services & Security Officer John Rome presented the total cost for all changes on New Sarpy Elementary School Roof Hurricane Ida Damages Restoration as \$16,865.85. To prevent further delay of the project, authorization was given to the contractor to proceed with the work after getting approval from the Board President, Vice President, and Capital Improvements Chairperson. Approval of this change order will allow the District to make the necessary modifications to the existing contract.

This agenda item will be on the September 21, 2022 Board meeting agenda.

3.06 Change Order Number One - Destrehan High School Building A Hurricane Ida Damages Restoration

Chief Plant Services & Security Officer John Rome and Mike Tabb with Murray Architects presented the total cost for all changes on item 3.06 as \$29,885.65. To prevent further delay of the project, authorization was given to the contractor to proceed with the work after getting approval from the Board President, Vice President, and Capital Improvements Chairperson. Approval of this change

order will allow the District to make the necessary modifications to the existing contract.

This agenda item will be on the September 21, 2022 Board meeting agenda.

3.07 Change Order Number One - Destrehan High School Building B Hurricane Ida Damages Restoration

Chief Plant Services & Security Officer John Rome and Mike Tabb with Murray Architects presented the total cost for all changes on item 3.07 as \$6,654.50. To prevent further delay of the project, authorization was given to the contractor to proceed with the work after getting approval from the Board President, Vice President, and Capital Improvements Chairperson. Approval of this change order will allow the District to make the necessary modifications to the existing contract.

This agenda item will be on the September 21, 2022 Board meeting agenda.

3.08 Change Order Number One - Destrehan High School and Hahnville High School Stadium Lights

J. Robichaux asked if items 3.08 & 3.09 could be combined.

Chief Plant Services & Security Officer John Rome and architect Danny Hebert presented item 3.08 Destrehan High School and Hahnville High School Stadium Lights project is to be accepted as substantially complete. It is necessary to approve a change order certifying contract days. The engineer recommends adding twenty-six (26) contract days to the original project completion date as a result of weather delays and supply chain issues with electrical components. Acceptance of change order number one will allow the District to make the necessary modifications to the existing contract.

3.09 Substantial Completion - Destrehan High School and Hahnville High School Stadium Lights

Both items will be on the September 21, 2022 Board meeting agenda.

Motion by A. Suftrin; second by E. Alexander to adjourn.

4. Transportation Committee

4.01 Bid Authorization Request - Purchase School Buses

Ellis Alexander called the Transportation Committee to order.

Administrator of Ancillary Services Teresa Brown and Transportation Director Corey Byrd presented item 4.01. In a continuing effort to upgrade the parish owned bus fleet, the Transportation Department is requesting authorization to solicit bids for the purchase of up to five (5) regular 65 passenger buses, two (2) buses equipped to transport students with special needs, and two (2) activity buses to transport students to school events.

A discussion was held on this item including the future possibility of electric buses. Also discussed was compressed natural gas and the number of surplus buses the District owns.

This agenda item will be on the September 21, 2022 Board meeting agenda.

Motion by D. Naquin; second by H. Bernard to adjourn.

5. Personnel & Policy Committee

5.01 Personnel Items

C.H. "Sonny" Savole called the Personnel & Policy Committee meeting to order.

Assistant Superintendent of Human Resources & Administrative Services Tressa Webb presented item 5.01. Staffing management is necessary to maintain effective functioning of St. Charles Parish Public Schools. The Human Resources Department provides a staffing update monthly to the Board.

This agenda item will be on the September 21, 2022 Board meeting agenda.

Motion by C.H. Savole; second by A. Aucoin to adjourn.

6. Finance & Audit Committee

6.01 Accounts Payable

Alex "Al" Suftrin called the Finance Committee meeting to order.

Mr. Suftrin reviewed the Accounts Payable amounts and referenced the budget-to-comparison attachment.

This item will be on the September 21, 2022, Board meeting agenda.

Motion by J. Robichaux; Second by D. Naquin to adjourn.

Publish: September 29, 2022

Public Notice

St. Charles Parish Public Schools Board Meeting (Wednesday, September 21, 2022)

Generated by Shelly Babineaux on Thursday, September 22, 2022

Members present

Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savole, John L Smith, Alex L Suftrin

Meeting called to order at 7:28 PM

1. Opening Items

1.01 Call To Order

Board President Alex "Al" Suftrin called the meeting to order.

1.02 Pledge of Allegiance

Andres Olivo, an 8th grade male student from J. B. Martin Middle school led the prayer before the pledge.

Board member Melinda H. Bernard led the pledge of allegiance.

1.03 Roll Call

All 8 board members, the Superintendent Dr. Ken Oardling and Executive Secretary Shelly Babineaux were present.

2. Resolutions/Proclamations

2.01 Resolution in Memory of Darlene Simmons

Accept the Resolution in Memory of Ms. Darlene Simmons.

Motion by Clarence H Savole, second by Melinda H Bernard.

Final Resolution: Motion Carries

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

2.02 National School Lunch Week Proclamation

Accept the National School Lunch Week Proclamation.

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

Final Resolution: Motion Carries

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

2.03 National School Bus Safety Week Proclamation

Accept the National School Bus Safety Week Proclamation.

Motion by Ellis A Alexander, second by Dennis J Naquin.

Final Resolution: Motion Carries

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

2.04 United Way Month Proclamation

Accept the United Way Month Proclamation.

Motion by John W Robichaux, second by Clarence H Savole.

Final Resolution: Motion Carries

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

3. Recognitions

3.01 Board and Superintendent's Recognition

EMPLOYEES

Satellite Center employee received a Service Learning Award of \$2,950 from STEM Library Lab.

Craig Howat

Head Start employee received a We Inspire Smart Eating Direct Education Intervention Grant of approximately \$4,000.

Kelsha Washington

Albert Cammon Middle School employee is a Shell Science Lab Regional Winner and received a professional development support package of \$10,000.

Christie Williams

4. Business Items

4.01 Minutes, August 15, 2022 Committee Meetings, August 17, 2022 Regular Board Meeting, and August 22, 2022 Budget Review Committee Meeting

Approve the minutes of the August 15, 2022 Committee Meetings, August 17, 2022 Regular Board Meeting, and August 22, 2022 Budget Review Committee Meeting as presented to the Board.

Motion by John W Robichaux, second by John L Smith.

Final Resolution: Motion Carries

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

4.02 Renewal of the Medicare Advantage Plan from Humana

Approve the renewal of the Medicare Advantage Plan from Humana at an approximate cost of \$3,029,076.

Motion by Arthur A Aucoin, second by John W Robichaux.

Final Resolution: Motion Carries

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

4.03 Selection of School Board Liability Insurance

Approve the renewal of the general liability insurance package with Old Republic at a cost of 443,980.37. Note: This renewal package does not include un-manned aerial vehicles.

Motion by Arthur A Aucoin, second by John W Robichaux.

Final Resolution: Motion Carries

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

4.04 Bid Authorization Request - Mimosa Park Elementary School Canopy Replacement

Approve the bid authorization request for the Mimosa Park Elementary School Canopy Replacement project.

Motion by Dennis J Naquin, second by Ellis A Alexander.

Final Resolution: Motion Carries

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

4.05 Bid Authorization Request - Hahnville High School Gym Roof Replacement

Approve the bid authorization request for the Hahnville High School Gym Roof Replacement project.

Motion by Dennis J Naquin, second by Ellis A Alexander.

Final Resolution: Motion Carries

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

4.06 Change Order Number One - Professional Learning Center Hurricane Ida Damages Restoration

Accept change order number one for the Professional Learning Center Hurricane Ida Damages Restoration project.

Motion by Dennis J Naquin, second by Ellis A Alexander.

Final Resolution: Motion Carries

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

4.07 Change Order Number One - New Sarpy Elementary School Roof Hurricane Ida Damages Restoration

Accept change order number one for the New Sarpy Elementary School Roof Hurricane Ida Damages Restoration project with a refund of \$10, 966.81.

Motion by Dennis J Naquin, second by Ellis A Alexander.

Final Resolution: Motion Carries

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

4.08 Change Order Number One - Destrehan High School Building A Hurricane Ida Damages Restoration

Accept change order number one for Destrehan High School Building A Hurricane Ida Damages Restoration project at a cost of \$16,865.85.

Motion by Dennis J Naquin, second by Ellis A Alexander.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.09 Change Order Number One - Destrehan High School Building B Hurricane Ida Damages Restoration

Accept change order number one for Destrehan High School Building B Hurricane Ida Damages Restoration project at a cost of \$29,185.65.

Motion by Dennis J Naquin, second by Ellis A Alexander.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.10 Change Order Number One - Destrehan High School and Hahnville High School Stadium Lights

Accept Change Order Number One for the Destrehan High School and Hahnville High School Stadium Lights project at a cost of \$6,654.50.

Motion by Dennis J Naquin, second by Ellis A Alexander.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.11 Substantial Completion - Destrehan High School and Hahnville High School Stadium Lights

Accept substantial completion for the Destrehan High School and Hahnville High School Stadium Lights project.

Motion by Dennis J Naquin, second by Ellis A Alexander.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.12 Bid Authorization Request - Purchase School Buses

Approve the bid authorization request for the purchase of up to nine (9) school buses to transport students.

Motion by Ellis A Alexander, second by Melinda H Bernard.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.13 Personnel Items

Approve the personnel items as presented to the Board.

Motion by Clarence H Savoie, second by John L Smith.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.14 Accounts Payable for the Month of August 2022

Approve the accounts payable for the month of August 2022.

Motion by Clarence H Savoie, second by Dennis J Naquin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

5. Closing Items

5.01 Standing Committee Reports

The Transportation Committee reported on one item by Committee chair Ellis Alexander. Melinda Bernard shared highlights of the District's Literacy Plan reviewed at the Curriculum, Instruction & Assessment Committee and recent legislative action. The Capital Improvements report on 9 items was given by Dennis Naquin. The Risk Management & Insurance Committee information was reported on by Art Aucoin. C.H. Savoie reported on the Personnel & Policy Committee items.

5.02 Superintendent's Report

5.03 Information Items

5.04 Meeting Adjourn

Motion by John W Robichaux, second by Dennis J Naquin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

Publish: September 29, 2022

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Hurricane Ida A/E Services for Department of Waterworks West Bank Facilities as follows:

Owner: **St. Charles Parish**

Project Title: Hurricane Ida A/E Services for Department of Waterworks West Bank Facilities
PN – WWKS 107 & PN

Project No.: PN – WWKS 107 & PN – WWKS 108-334

Principal Work Location: 403 Milling Ave, Luling, LA 70070

Description of Basic Work: Renovate existing office building, install new storage building, replace roofing on existing buildings.

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 November 3, 2022**. Promptly thereafter, the bids will be publicly opened and read aloud in the St. Charles Parish Council Chambers - Address is as follows: 15045 River Road; Hahnville, LA 70057 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, Principal Engineering, Inc., 1011 N. Causeway Blvd., Suite 19, Mandeville, LA, 70471.

A payment of \$ 300.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on October 20, 2022 at 10:00 a.m. the St. Charles Parish 3rd floor Courthouse Conference room – Address is as follows: 15045 River Road; Hahnville, LA 70057. 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

Thursday, September 29, 2022
Thursday, October 06, 2022
Thursday, October 13, 2022

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 89651-D
Date: Tuesday, August 9, 2022
REVERSE MORTGAGE FUNDING
LLC
VS
THE UNOPENED SUCCESSION
OF NORMAN J.
LAROUSSE A/K/A NORMAN J.
LAROUSSE A/K/A
NORMAN LAROUSSE, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, OCTOBER 15, 2021, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 5, 2022, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: That certain piece or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining situated in the State of Louisiana, in the Parish of St. Charles, in that part thereof known as Luling Heights Subdivision, Section "B", according to a survey by EM Collier, Surveyor, dated May 9, 1968, said portion being designated as Lot 142 of Square "G", Lot 142, Square "G", is bounded by Barton Avenue, Lot 141, Lot 143 and the northern boundary line of the subdivision, and Lot 142 commences at a distance of 2165 feet from the corner, of Nola Street and Barton Avenue and measures thence 61 feet front on Barton Avenue, the same width in the rear, by a depth of 120 feet between equal and parallel lines. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED SEVEN AND 86 /100 (\$133,507.86) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH

PUBLISH ON: September 01, 2022

September 29, 2022

ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379
13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

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