

ST. CHARLES PARISH PUBLIC NOTICES



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Holly Fonseca
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Public Notice

Request for Scenic River Permit on Bayou des Allemands

The Secretary of the Louisiana Department of Wildlife and Fisheries (LDWF) as Administrator of the Louisiana Natural and Scenic Rivers System is currently considering the application of Kirk Matherne to replace pier and rock at his camp. Copies of the application can be reviewed at the LDWF main office, Room 432, 2000 Quail Drive, Baton Rouge, LA. The public is invited to comment on this permit request for a period of forty-five (45) days. Responses should be mailed to LDWF Scenic Rivers Program, P.O. Box 98000, Baton Rouge, LA 70898-9000.

Publish: February 23, 2023 March 2 & 9, 2023

Public Notice

Request for Scenic River Permit on Bayou des Allemands

The Secretary of the Louisiana Department of Wildlife and Fisheries (LDWF) as Administrator of the Louisiana Natural and Scenic Rivers System is currently considering the application of Sidney Gassen to replace a bulkhead and boathouse at a camp. Copies of the application can be reviewed at the LDWF main office, Room 432, 2000 Quail Drive, Baton Rouge, LA. The public is invited to comment on this permit request for a period of forty-five (45) days. Responses should be mailed to LDWF Scenic Rivers Program, P.O. Box 98000, Baton Rouge, LA 70898-9000.

Publish: March 2, 9 & 16, 2023

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON MARCH 2, 2023 AT 6:00 P.M. IN THE EDWARD A. DUFRESNE COMMUNITY CENTER LOCATED AT 274 JUDGE EDWARD DUFRESNE PARKWAY, LULING TO HEAR:
2023-3-HOP requested by **Brian and Kay Bouitte** for a home occupation – “B & K Family Living LLC DBA Mosquito Joe of Destrehan-Houma” – at **104 Seven Oaks Court, Destrehan**, Council District 3.
2023-4-HOP requested by **Hannah Daigle** for a home occupation – “HE Esthetics” – at **15329 Highway 90, Paradis**, Council District 4.
2023-5-HOP requested by **Jarred Crawford** for a home occupation – “Revolution Financial Group LLC” – at **33 Rosedown Drive, Destrehan**, Council District 3.
2023-1-R requested by **Michael Keller** for a change of zoning from R-1A to O-L on Lot K-1B, **165 Vernons Lane, Ama**, Council District 2.
2023-2-R requested by **Ricardo Quiroz for Quinton Mayeux** for a change of zoning from C-2 to C-3 on Lots 18, Block 23 & A-2, Block 24, **14910 Highway 90, Paradis**, Council District 4.
2023-3-R requested by **Brennen & Melissa Friloux** for a change of zoning from R-1A to O-L on approximately 3.5 acres on and adjacent to Lot A.R.-1, **141 Crooked R Lane, Ama**, Council District 2.
2023-4-R requested by **Conrad Frey for Elitestor, LLC** for a change of zoning from C-2 to C-3 and C-2/C-3 to M-1 on Lots P-A & 33-A, **10436 Airline Drive, St. Rose**, Council District 5.
ALTERNATE DATE: 3/9
PUBLISH: 2/16, 2/23, 3/2

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, MARCH 13, 2023, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2023-0043 (2/27/23, Darensbourg Gordon)
An ordinance to amend Ordinance 81-10-6, the St. Charies Parish Zoning Ordinance of 1981, as amended, Section III; Section VI.A.[I.].1. c.; Section VI D.[I.].1.c.; Section VI.D. [II.].1.a.; and Section VII.1. to add definitions, specify permitted primary uses and accessory uses in appropriate Zoning Districts, and add supplemental use and performance regulations for Large Solar Energy Systems (LSES) and Small Solar Energy Systems (SSES) in order to regulate and promote renewable energy production.
2023-0044 (2/27/23, Jewell, C. Fauchaux)
An ordinance to authorize the sale by St. Charles Parish for property located at 917 3rd Street, Norco, Louisiana; and to approve and authorize the attached Exclusive Rights of Sale Accelerated Marketing Listing Agreement with SVN/Gilmore Auction & Realty Company to act as St. Charles Parish’s designated agent/auctioneer for the sale.
2023-0045 (2/27/23, Jewell, D. deGeneres)
An ordinance approving and authorizing the execution of an Amendment No. 1 to Ordinance No. 22-1-5 which approved the Professional Services Agreement with Meyer Engineers, Ltd., to perform engineering services for the Destrehan Wastewater Treatment Plant Aeration Basin Rehabilitation (Project No. S211202).

PUBLISH: March 2, 9, 2023

Public Notice

A PUBLIC AUCTION
THURSDAY, MARCH 16, 2023 AT 1:00PM
SURPLUS FROM ST CHARLES PARISH SHERIFF’S OFFICE

LOCATION: Manheim Lafayette
1611 St. Mary Street
Scott, LA 70583

LISTING: www.stcharlessheriff.org & <https://www.manheim.com/publicauctions/sales.do>
INSPECTION: Public Buyers can inspect the inventory beginning the morning of the sale up until sale time.
TERMS: Cash, Cashier’s Checks, Money Order. No personal or company checks without a Bank Letter of Guarantee valid for 15 banking days after the auction

For more information, contact Lt. Andy Cimino, Fleet Manager @ (985) 783-1340.

Auction conducted by: MANHEIM LAFAYETTE (RENEE TORINA)
1611 St. Mary Street, Scott, LA 70583 (337) 237-5620

Publish: March 2 & 9, 2023

Public Notice

The names of the following persons were drawn to serve as Petit Jurors for Jury Number 16B, for the session of said Court beginning Monday, April 3, 2023 at 9:00 a.m. - Division “E”

- | | |
|----------------------------------|-----------------------------------|
| 1 ALBERT, SAMANTHA G | 101 LOZANO, MARIO LUIS |
| 2 ALLOY, GARY PAUL | 102 LUKES, TONI MICHELLE |
| 3 ALLEN, MYRNA HYMEL | 103 MADDIE, RECHELL ANN |
| 4 ARCEMENT, JAMIE CLAIRE | 104 MADERE, ALEXANDER LEE |
| 5 ATEES, JOHN ROBERT | 105 MARSHALL, JANET MAE |
| 6 AUSTIN, CATRELL JARROW | 106 MATHERNE, KEN MICHAEL |
| 7 BECNEL, ERNIQUIA L | 107 MATHERNE, KIRSTIE STGERMAIN |
| 8 BECNEL, LAVERNE K | 108 MATHERNE, RENE W JR |
| 9 BENEDICT, HEAVEN LEILANI I | 109 MAUTEMPS, DONNA MARIE LEBLANC |
| 10 BENNETT, ERIKA LOUCKS | 110 MCADAMS, MEGAN CHARLENE |
| 11 BLANKS, KENDALL | 111 MCCROSSEN, HUNTER ZACHARY |
| 12 BOUDOIN, DOLECHA W | 112 MCNAMARA, MONICA W |
| 13 BOUDREAUX, DANIELLE T | 113 MEREDITH, PEYTON MARIE |
| 14 BOURGEOIS, AMY CATHERINE | 114 MEYERS, THEODORE AUGUST |
| 15 BOURGEOIS, KELLY BERTHELOT | 115 MIGUEZ, DIANE PETIT |
| 16 BOWER, DANA KIEFERLE | 116 MILLA, MANUEL BENJAMIN |
| 17 BOYD, JOSEPH | 117 MIRANDA, DEBORAH DIFRANCO |
| 18 BRADY, HANNAH SUE | 118 MITCHELL, CHRISTY JAVONNE |
| 19 BREAUX, ETHAN JAMES | 119 MONTI, MONICA DETIVEAUX |
| 20 BREAUX, PHYLLIS GUILLOT | 120 MORGAN, DEITRA W |
| 21 BROWN, SHEILA | 121 MURPHY, TAYAH LOTICIA |
| 22 BUNCH, RYAN ASHLEY | 122 MURRAY, BRET PATRICK |
| 23 CAILOUET, BRADY | 123 NAQUIN, MARY JACKSON |
| 24 CARR, ANGELA O | 124 NICELEY, SHANNON LEE |
| 25 CHAPMAN, KIANA RENEE | 125 NIZAMUDDIN, MOHAMMED FARHAN |
| 26 CHAPMAN, RAYQUON TRAVON | 126 NUNNERY, JIMMIE LOUIS |
| 27 CHAUVIN, RAY J | 127 ORDOGNE, SHANA CARTER |
| 28 CHASSON, ELLEN RAYE | 128 OUFNAC, JOANN JONES |
| 29 COTTON, ASHTON ERWIN | 129 OVERTON, ROSCOE W JR |
| 30 CUMMINS, HARRY JAMES JR | 130 PARFAIT, LINEST A III |
| 31 DAIGREPONT, LYNCEE NIKOLE | 131 PARQUET, JULIAN DANIEL |
| 32 DAIGREPONT, SHERRY WILLIAMS | 132 PATELLA, JACKIE CELESTE |
| 33 DANTIN, TATIANA LENEA | 133 PERRET, MORGAN THOMAS |
| 34 DAVIS, BRITTANY DENISE | 134 PERRY, KAYLA DANIELLE |
| 35 DEMPSEY, KURT LAMAR | 135 PETIT, HAYDEN ANDREW |
| 36 DIETSCH, GUY IRWIN | 136 PFISTER, EVAN PAUL |
| 37 DODSON, EDWIN DALE JR | 137 PHAN, TONY |
| 38 DOMINICK, HANNAH STEPHANY | 138 PICARD, WILLIAM RICHARD II |
| 39 DORSEY, CLARENCE | 139 PITALO, COLLIN LEE |
| 40 DUFRENE, ERIC ANTHONY | 140 PITZEN, JANET GEORGE |
| 41 DUFRENE, LAURIE DUHE | 141 POCHE, KAREN PARKER |
| 42 EVANS, MARY LOUISE | 142 PRATER, DANDREA LACOSTE |
| 43 FARRELL, GLENN GERARD | 143 PREDDY, DAN S |
| 44 FAUCHEUX, COLIN RAY | 144 PRICE, MARY L |
| 45 FAUCHEUX, LOGAN PAUL | 145 RAINES, TIA BLANCHARD |
| 46 FEHNWEAVER, KIMBERLY | 146 REINSCHMIDT, JANET HELTZ |
| 47 FLOWERS, MARKESHA TRENEL | 147 REVADER, RICHEL ROXANA |
| 48 FOLSE, DAWN MICHAEL COLLINS | 148 RIAZ, TANVEER |
| 49 FONTENOT, AMEE FRILLOUX | 149 RICHARD, GABRIELLE |
| 50 FONTENOT, SEAN RUSSELL | 150 RIDDICK, DAVID W |
| 51 FORD, HARLEY | 151 RIECKE, VIRGINIA S |
| 52 FOREMAN, DAVID A | 152 RITTER, KIMBERLY EVANS |
| 53 FRANCIS, STEPHANIE MORRIS | 153 ROBICHEAUX, DEBORAH ZERINGUE |
| 54 FRANKS, KARON LYNN | 154 ROCCO, DENISE ROGERS |
| 55 FRICKEY, ISAIAH J | 155 ROWE, ZABIAN L |
| 56 FRICKEY, KIM-ALICE DUFRENE | 156 SANDOLPH, LETITIA DIANE |
| 57 GAILLOT, MICHELLE VICKNAIR | 157 SASSIN, LOUISE CORTEZ |
| 58 GARLAND, JOYCE BEROTE | 158 SAUCHER, JOSEPH TROY II |
| 59 GOMEZ, KIRBY JOHN | 159 SCHMALZ, JULIE A |
| 60 GONZALES, BAILEE NICOLE | 160 SCHOUVEST, BRENT DAVID |
| 61 GORMAN, BOBBY LEE | 161 SCHWEITZER, BENJAMIN NICHOLAS |
| 62 GRAYSON, LINDSEY ROSA | 162 SCOTT, MARCEY MANN |
| 63 GUESDY, DARA FONTENOT | 163 SHARPE, WALTER LAWRENCE |
| 64 HAMILTON, ROBERT S | 164 SMITH, LYOSHI RHODES |
| 65 HAMILTON, YEN T | 165 SMITH, MACIE MORGAN |
| 66 HANKS, LORI LAURENT | 166 SMITH, NIJAI |
| 67 HARRIS, JUDY LEE FONTENBERRY | 167 SMITH, RICARDO MARCEL |
| 68 HARVEY, JENNIFER LEE | 168 SOMOCIERRA, NELSON |
| 69 HASLAUER, DANIEL L | 169 SOSA, KAYLA MELISSA |
| 70 HEBERT, JEREMY PAUL | 170 STGERMAIN, ADAM JOSEPH |
| 71 HENDERSON, DILLON | 171 STIPE, DANIELLE THOMAS |
| 72 HERATY, REBECCA | 172 TARANTO, TAMI SUE |
| 73 HOHENSEE, BRIAN KEITH JR | 173 TERREBONNE, JAMIE GREMILLION |
| 74 HOLLINGSWORTH, CRISTY M | 174 THERIOT, JOHN MILES |
| 75 HYMEL, ROCKNE JOSEPH JR | 175 THOMAS, JASMINE MONET |
| 76 JACKSON, ANGELA WILBURN | 176 THOMAS, MARY BYRD |
| 77 JACKSON, LINDA ADAMS | 177 TRAHAN, RICHARD J JR |
| 78 JAMES, TIMOTHY ISAIAH | 178 TREADAWAY, DANNY J |
| 79 JOHNSON, ANGELIQUE MCCLURE | 179 TREADAWAY, JACQUELINE C |
| 80 JOHNSON, CHERAMIE AUDINE COLE | 180 TRICHE, DARRELL ANTHONY |
| 81 JONES, JAQUIL JHANE | 181 TUCKER, ANDRE D |
| 82 JOSEPH, DIAMOND BREION | 182 TURLEY, TWANDA HARRIS |
| 83 JOSEPH, ROSHOD | 183 URSIN, TAMOR |
| 84 JUDD, LEONARD S | 184 VICKNAIR, PADGET MARK |
| 85 JUDD, TRAVIS | 185 VINET, STEPHANIE RANZINO |
| 86 KENNER, TYRA H | 186 VINNETT, ANGELA NICOLE |
| 87 KUNZ, RACHAEL MAREE | 187 VO, TAM THANH |
| 88 LANDECHE, KENT JAMES | 189 WALKER, FARRIS WAYNE III |
| 89 LASSERE, GERRON JOSEPH | 189 WENTZ, JACK WILLIAM |
| 90 LAURENT, MICHELLE ANN | 190 WESTMORELAND, WAYNE STEVEN |
| 91 LEBLANC, BRITTANY CLARK | 191 WHEELER, DESMOND |
| 92 LEBLANC, NICOLE JEANNIE | 192 WHITE, MACK JR |
| 93 LEBOEUF, AUSTIN JAMES | 193 WHITTINGTON, CHARLES R JR |
| 94 LEE, CLAUDETTE MARIE | 194 WILLIAMS, ALEXANDER BECNEL |
| 95 LEMOINE, DAVID MICHAEL | 195 WILLIAMS, GUS J |
| 96 LEWIS, JAMES ANTHONY JR | 196 WILLIAMS, KALISHA CHASE |
| 97 LOCKETT, SARAH WHITE | 197 WILRIGHT, DONTREL CAMREN |
| 98 LOUIS, SAGUINTA JULIAN | 198 WINTZ, BRAD CHARLES |
| 99 LOUP, ETHAN ALEXANDER | 199 WYKOFF, DONALD LEE |
| 100 LOWE, EVERITA LOUANA | 200 ZERINGUE, DENIESE HATTY |

Publish: March 9, 2023

Public Notice

Anyone with information as to the whereabouts of any heirs, successors, or assigns of the Estate of **Irma Simmons**, contact Megan M. Richardson, Attorney 985-240-9773. IMPORTANT RIGHTS INVOLVED.

Publish: March 2 & 9, 2023

Public Notice

We are applying to the St. Charles Parish Sheriff’s Office for a permit to conduct the **41st Annual Little Red Church Food & Fun Festival** at St. Charles Borromeo Church in Destrehan, Louisiana on May 5th, 6th & 7th, 2023 in the Parish of St. Charles. Alcohol will be served at this event. The times of the festival are:

Friday, May 5th, 6:00 p.m. till 10:00 p.m.
Saturday, May 6th, 11:00 a.m. till 10:00 p.m.
Sunday, May 7th, 11:00 a.m. till 9:00 p.m.

Publish: March 2 & 9, 2023

Board

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2023-0026

Risk Management/Safety
Risk Management Officer Rechal Champagne reported.
Councilwoman Clutee spoke on the matter.
Ms. Champagne spoke on the matter.
Reported

2023-0027

Parish President Remarks/Report
Sponsors: Mr. Jewell
Parish President Matthew Jewell reported.
Councilman Dufrene spoke on the matter.
President Jewell spoke on the matter.
Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BILLINGS 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, FEBRUARY 27, 2023, 6:00 PM, EDWARD A. DUFRESNE COMMUNITY CENTER MEETING ROOM, 274 JUDGE EDWARD DUFRESNE PARKWAY, LULING, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0028

An ordinance to amend the Code of Ordinances, Chapter 21 Roads, Bridges, Etc., Article V. Parades, Motorcades on Public Streets, Section 21-58.5 Prohibitions, Section 21-59 Application, Section 21-60 Standards for issuance, and Section 21-61 Notice of rejection.
Sponsors: Mr. Jewell
Publish/Scheduled for Public Hearing to the Parish Council on February 27, 2023

2023-0029

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 22-3-4 which approved a Contract with River Birch Renewable Energy, LLC, for Storm Debris Disposal 2021 (Project No. P210803).
Sponsors: Mr. Jewell and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on February 27, 2023

2023-0030

An ordinance approving and authorizing the execution of a Professional Services Contract by and between St. Charles Parish and CSRS Disaster Recovery Management, LLC to perform Program Administrative/Management Services in the implementation of the St. Charles Parish CDBG - Disaster Recovery Program in the amount of \$159,900.00.
Sponsors: Mr. Jewell and Grants Office
Publish/Scheduled for Public Hearing to the Parish Council on February 27, 2023

2023-0031

An ordinance approving and authorizing the execution of an Amendment No. 1 to Ordinance No. 22-5-8 which approved the Professional Services Agreement with McKim & Creed, Inc., to perform engineering services for the Luling Pond Lift Station and Upgrades Project (Project No. S211204), in the not to exceed amount of \$470,092.00.
Sponsors: Mr. Jewell and Department of Wastewater
Publish/Scheduled for Public Hearing to the Parish Council on February 27, 2023

2023-0032

An ordinance approving and authorizing the execution of an Amendment No. 2 to Ordinance No. 21-11-4 which approved the Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Montz Pump Station No. 2 (Parish Project Number P210806).
Sponsors: Mr. Jewell and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on February 27, 2023

PLANNING AND ZONING PETITIONS

9 2023-0011

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from M-1 to M-2 on approximately 300 acres adjacent to the IMTT facility located at 11842 River Road, St. Rose, between the Canadian National Railroad and Airline Drive, as shown on the maps by BRIS Engineering, LLC dated December 1, 2022, as requested by International-Matex Tank Terminals, LLC.
Sponsors: Mr. Jewell and Department of Planning & Zoning
Reported:
P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Planning & Zoning Director Michael Albert spoke on the matter.
Speakers:
Ms. Traci Johnson, New Orleans, Vice President of Environmental Health, and Safety, IMTT in St. Rose
Public Hearing Requirements Satisfied
Council Discussion
Councilman Fisher invited Ms. Johnson to the podium to answer questions.
Ms. Johnson spoke on the matter.
VOTE ON THE PROPOSED ORDINANCE
Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clutee, Dufrene, Bellock, Fisher and Fisher-Cormier
Nay: 0
Absent: 1 - Gibbs
Enactment No: 23-2-1

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

10 2023-0008

An ordinance to approve and authorize the execution of a contract with Pedal Valves, Inc. for the Automated Water Meter Reading Installation Program (Project No. WVK5 106) in the amount of \$687,155.00.
Sponsors: Mr. Jewell and Department of Waterworks
Reported:
Waterworks Department Recommended: Approval
Waterworks Director Gregory Gordon spoke on the matter.
Council Discussion
Mr. Gordon spoke on the matter.
Chairman Billings opened public hearing.
Public Hearing Requirements Satisfied
Further Council Discussion
Mr. Gordon spoke on the matter.
VOTE ON THE PROPOSED ORDINANCE
Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clutee, Dufrene, Bellock, Fisher and Fisher-Cormier
Nay: 0
Absent: 1 - Gibbs
Enactment No: 23-2-2

ADJOURNMENT

A motion was made by Councilmember Fisher, seconded by Councilmember Bellock, to adjourn the meeting at approximately 7:16 pm. The motion carried by the following vote:
Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clutee, Dufrene, Bellock, Fisher and Fisher-Cormier
Nay: 0
Absent: 1 - Gibbs

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Michelle Impastato
Council Secretary

Publish: March 9, 2023

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, FEBRUARY 27, 2023, 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.

2023-0028

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ORDINANCE NO. 23-2-3

An ordinance to amend the Code of Ordinances, Chapter 21 Roads, Bridges, Etc., Article V. Parades, Motorcades on Public Streets, Section 21-58.5 Prohibitions, Section 21-59 Application, Section 21-60 Standards for issuance, and Section 21-61 Notice of rejection.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Chapter 21 Roads, Bridges, Etc., Article V. Parades, Motorcades on Public Streets, is hereby amended by revising Section 21-58.5 Prohibitions, Section 21-59 Application, Section 21-60 Standards for issuance, and Section 21-61 Notice of rejection, with new text underlined and deleted text in ~~strike through~~ as follows:

Sec. 21-58.5. Prohibitions.

(b) The presence of animals other than horses or mules and leashed dogs which are actually participating in the parade, reptiles, rodents, marine life, fowls, or other animals dead or alive is prohibited within the parade or within fifty (50) feet of the official parade route. This section shall not include seeing eye dogs, service animals or animals fenced at homes located on parade route.

Sec. 21-59. Application.

Any person who wants to conduct a parade or motorcade shall apply to the sheriff for a permit at least ~~thirty (30)~~ forty-five (45) days in advance of the date of the proposed parade or motorcade. The sheriff's office shall immediately notify the appropriate fire department and the parish ambulance service. They shall have five (5) days to respond with comments or objections. The sheriff may in his discretion consider any application for a permit to conduct a parade or motorcade which is filed less than ~~thirty (30)~~ forty-five (45) days prior to the date such parade or motorcade is to be conducted. The application for such permit shall be made in writing on a form approved and obtained from the sheriff. In order that adequate arrangements may be made for the proper policing of the parade or motorcade, the application shall contain the following information:

(a) The name, address, email address and telephone number of the person seeking permission to conduct such parade;

(c) The name, address, email address and telephone number of the person who will be the parade chairman and who will be responsible for its management;

Sec. 21-60. Standards for issuance.

(e) The conduct of such parade will not interfere with the movement of fire-fighting equipment ~~en route~~ en route to a fire;

Sec. 21-61. Notice of rejection.

The sheriff shall act upon the application for a permit within ~~five (5)~~ ten (10) days after the filing or sooner if time is of the essence. If the sheriff rejects the application, he shall advise the applicant in writing of the objection within five (5) days after the date on which the application was filed, stating the reasons for the denial of the permit.

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

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

And the ordinance was declared adopted this 27th day of February, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: February 28, 2023
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: March 1, 2023
AT: 9:21 am RECD BY: [Signature]

2023-0029

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

ORDINANCE NO. 23-2-4

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 22-3-4 which approved a Contract with River Birch Renewable Energy, LLC, for Storm Debris Disposal 2021 (Project No. P210803).

WHEREAS, on March 7, 2022, the St. Charles Parish Council approved Ordinance No. 22-3-4, a contract with River Birch Renewable Energy, LLC for providing all necessary storm debris disposal services for the 2021 Storm Debris Disposal RFP, Project No. P210803; and,

WHEREAS, the contract between St. Charles Parish and River Birch Renewable Energy, LLC needs to be amended to revise the company name to be River Birch, LLC rather than River Birch Renewable Energy, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to the Contract with River Birch, LLC, for Storm Debris Disposal 2021 (Project No. P210803) is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 27th day of February, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: February 28, 2023
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: March 1, 2023
AT: 9:21 am RECD BY: [Signature]

AMENDMENT NO. 1
TO ORDINANCE
NO. 22-3-4

2021 STORM DEBRIS DISPOSAL (P210803)

THIS AMENDMENT NO. 1 is made and entered into on this ____ day of _____, 2023;

BY AND BETWEEN:

ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and.

RIVER BIRCH, LLC, represented herein by Albert J. Ward, Jr., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "CONSULTANT"):

WHEREAS, on March 7, 2022, the St. Charles Parish Council approved Ordinance No. 22-3-4, a contract with River Birch Renewable Energy, LLC for providing all necessary storm debris disposal services for the 2021 Storm Debris Disposal RFP, Project No. P210803; and,

WHEREAS, the contract between St. Charles Parish and River Birch Renewable Energy, LLC needs to be amended to revise the company name to be River Birch, LLC rather than River Birch Renewable Energy, LLC.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2023.

Witnesses:

ST. CHARLES PARISH

By: Matthew Jewell
Matthew Jewell
Parish President

Date: 3/1/23

RIVER BIRCH, LLC

By: _____
Albert J. Ward, Jr.
President

Date: _____

2023-0030
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE)
ORDINANCE NO. 23-2-5

An ordinance approving and authorizing the execution of a Professional Services Contract by and between St. Charles Parish and CSRS Disaster Recovery Management, LLC to perform Program Administrative/Management Services in the implementation of the St. Charles Parish CDBG – Disaster Recovery Program in the amount of \$159,900.00.

WHEREAS, St. Charles Parish has been allocated Community Development Block Grant (CDBG) Disaster Recovery funds in the amount of \$3,897,180.00 by the Office of Community Development for disaster recovery efforts in response to the 2020 and 2021 disasters; and,

WHEREAS, said grant program will provide funding to be used for infrastructure and economic revitalization efforts through the Hometown Revitalization Program and Resilient Communities Infrastructure Program; and,

WHEREAS, said grant program will provide funding for the grant management costs for each CDBG-DR funded project; and,

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

WHEREAS, the RFP was publicly advertised and proposals were received on January 23, 2023; and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Selection Criteria set forth in the RFP and it is recommended that the Contract be awarded to CSRS Disaster Recovery Management, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Contract for Program Administrative/Management Services for task orders associated with the St. Charles Parish CDBG – Disaster Recovery Program by and between St. Charles Parish and CSRS Disaster Recovery Management, LLC is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Contract and to act on behalf of St. Charles Parish in all matters pertaining to this Contract.

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

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

And the ordinance was declared adopted this 27th day of February, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Paul Billings
SECRETARY: Nichelle Dupont
CLVD/PARISH PRESIDENT: February 28, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: March 4, 2023
AT: 9:21am RECD BY: [Signature]

EXHIBIT A

ST. CHARLES PARISH

Professional Services Contract
for
Program Administrative/Management Services
For task orders associated with the St. Charles Parish CDBG - Disaster Recovery Program

PART I

This Contract for program administrative/management services is made and entered into this _____ day of _____, 2023, by and between St. Charles Parish, State of Louisiana (hereinafter called the PARISH), acting herein by Matthew Jewell, Parish President, hereunto duly authorized, and CSRS Disaster Recovery Management, a limited liability corporation organized under the laws of the State of Louisiana (hereinafter called the CONSULTANT), acting herein by Taylor Gravois PE, PLS, FMP, Principal duly authorized;

WITNESSETH THAT:

WHEREAS, the PARISH has/intends to secure funding through the Community Development Block Grant (CDBG) Disaster Recovery funds in the amount of \$3,897,180 by the Office of Community Development for disaster recovery efforts in response to the 2020 and 2021 disasters. These funds are to be used for infrastructure and economic revitalization efforts through the Hometown Revitalization Program and Resilient Communities Infrastructure Program; and,

WHEREAS, the PARISH desires to engage the CONSULTANT to render certain program management and representation services in the implementation of its Disaster Recovery Programs;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of CONSULTANT
- The PARISH hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this Contract.
2. Scope of Services
- The CONSULTANT shall, in a satisfactory and proper manner, assist the PARISH with its Disaster Recovery Program by performing the following scope of services, including but not limited to:
- Assist the Parish in the completion of the required Recovery Proposal and submission to the Office of Community Development, including facilitating the planning process, drafting of the proposal for consideration by the St. Charles Parish Council for adoption, preparing the submission to—and facilitating the approval by—the Office of Community Development. Tasks will include:
 - Assist the Parish in developing a coordinated proposal to the State that addresses the effects of the covered disasters and provides benefits for the recovery of the impacted communities;
 - Assist the Parish in analyzing the eligible activities as defined in the Action Plan and Action Plan Amendments (<https://www.doa.la.gov/doa/ocd/policy-and-reports/npa/>) to determine those most applicable and relevant for the Parish in

- recovery and redevelopment in the program areas of community resiliency and mitigation, public services, housing rehabilitation and affordable rental, public infrastructure, coastal restoration, and economic revitalization and development, and any other unmet needs;
 - Assist the Parish in assessing the available program options and the complexity of program compliance for the purpose of making recommendations based upon the Parish needs and capacity;
 - Assist the Parish in ensuring that proposed programs and projects are based on local recovery priorities;
 - Assist the Parish in ensuring the proposed programs and projects are consistent with regional and state plans;
 - Assist the Parish in determining how the selected programs and projects adhere to CDBG guidelines and eligibility, i.e. applicable CDBG National Objectives, Low-to-Moderate Income (LMI) criteria, and Disadvantaged Community requirements;
 - Assist the Parish in developing or updating a Citizen's Participation plan for this allocation of CDBG Disaster Recovery funds;
 - Assist the Parish in developing or updating a Procurement policy that meets the requirements of 2 CFR 200 and 24 CFR 85.36 for this allocation of CDBG Disaster Recovery funds; and
 - Attend St. Charles Parish Council meetings to provide proposed program and project status reports, updates on the Proposal and process, and attend other public meetings deemed necessary.
- Completing all necessary project descriptions, justifications, and risk assessments on all projects to be undertaken in the recovery effort;
 - Securing approvals from the Office of Community Development—Disaster Recovery Unit to proceed with application submission on all projects to be undertaken in the recovery effort;
 - Preparing all formal applications, including completion of all citizen participation requirements and household income surveys;
 - Prepare an environmental review record for each project funded in whole or in part with CDBG funds including outreach to applicable agencies/tribes, all written reports, checklists, HUD/OCDE environmental forms, or legal notices required to assure compliance with federal and state environmental requirements;
 - Assist the Parish in meeting equal opportunity, citizen participation, fair housing, Section 504, and Section 3 requirements for participation in the CDBG program;
 - Assist the Parish in meeting record keeping requirements of the program including the establishment and maintenance of project files and the preparation of all documentation and reports required for administration of the program;
 - Assist the Parish in meeting financial, administrative and bookkeeping requirements of the program, including preparation of requests for payment;
 - Assist the Parish with the selection of project architects, engineers, and other professional services in conformance with applicable procurement requirements, including the preparation of request for proposals;
 - Assist the Parish in contract administration including review of construction documents, review of the bidding process, participation in the pre-construction conference and participation in periodic construction progress meetings;
 - Serve as the Parish designated Labor Compliance Officer and assure compliance with all applicable labor standards requirements;
 - Assist the Parish in meeting regulations governing land acquisition and relocation including the Uniform Relocation Assistance and Real Property Acquisition Act (URA);
 - Assist the Parish in any monitorings and responding to any monitoring findings by a state or federal agency; and
 - Prepare all required performance reports and closeout documents and assist the Parish with the determination of applicable audit requirements.

3. Term of Contract

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

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

4. Access to Information

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

5. Compensation and Method of Payment

The CONSULTANT hereby agrees upon a lump sum fee in the amount of ~~\$159,900.00~~ as compensation for the Scope of Services provided herein. The method of payment to the CONSULTANT is as outlined in the table below:

Milestone Number	Milestone Description	Contract Fee
1	OCDE approval of the Recovery Proposal	\$23,985.00
2	OCDE approval of the project applications	\$31,980.00
3	OCDE approval of the project – specific Environmental Review Records	\$15,990.00
4	Submission of project plans, specification, and cost estimate to OCDE	\$7,995.00
5	Completion of grant administration through program implementation or project construction, including payroll monitoring and submission of reimbursement requests	\$63,960.00
6	OCDE Award Closeout	\$15,990.00
TOTAL		\$159,900.00

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

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

6. Ownership of Documents

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

7. Liability

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

8. Insurance
- The CONSULTANT shall secure and maintain at its expense such insurance that will protect it and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Contract.
 - Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
 - The insurance for property damage shall be in the unencumbered amount of TWO

- HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the sum of ONE MILLION DOLLARS (\$1,000,000.00).
 - e. CONSULTANT shall also secure and maintain at his own expense comprehensive automobile liability insurance in the sum of ONE MILLION DOLLARS (1,000,000.00). Auto Liability should include owned, hired and leased autos.
 - f. All certificates of insurance shall be furnished to the Parish within five (5) days after execution of the Contract and shall provide that insurance not be cancelled without ten (10) days prior written notice to the PARISH.
 - g. ST. CHARLES PARISH shall be named as additional insured on general liability insurance policies.
 - h. It shall be the responsibility of the CONSULTANT to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of the PARISH. The CONSULTANT shall further ensure the PARISH is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
 - i. St. Charles Parish may examine all insurance policies.
 - j. For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
 - k. CONSULTANT shall indemnify and save harmless the PARISH against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

9. Records and Monitoring Visits/Audits

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the PARISH to assure proper accounting for all funds, both federal and non-federal shares. These records will be made available for monitoring visits/audit purposes to the PARISH or any authorized representative and will be retained for five (5) years from the official date of the final closeout of the respective award, unless permission to destroy them is granted by the PARISH.

10. Terms and Conditions

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

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

11. Address of Notices and Communications

PARISH	CONSULTANT
Mr. Matthew Jewell	Mr. Taylor Gravois, PE, PLS, PMP
Parish President	Principal
St. Charles Parish	CSRS
Post Office Box 302	935 Gravier Street, Suite 1650
Hahnville, LA 70057	New Orleans, LA 70112

With a copy to:

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

12. Jurisdiction

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

13. Termination or Suspension

- a. This Contract may be terminated for any reason by either party upon thirty (30) days written notice.
- b. The CONSULTANT, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract.
- c. The CONSULTANT shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Contract to the date of termination.
- d. The Owner shall then pay the CONSULTANT promptly that portion of the prescribed fee to which both parties agree.
- e. CONSULTANT fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- f. Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by CONSULTANT.
- g. This Contract shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

14. Headings

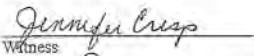
Each paragraph of this Contract has been supplied with a heading to serve only as a guide to the contents. The heading does not control the meaning of any paragraph or in any way determine its interpretation.

15. Entire Contract

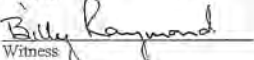
All negotiations, proposals and agreements prior to the date of this Contract are merged herein and superseded hereby, there being no other agreements, warranties or understandings other than those written or specified herein. In the event of a conflict between this Contract and the Proposal, the terms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


16. Authorization

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


Witness

St. Charles Parish


Witness

BY: 
Matthew Jewell
Parish President

Witness

CSRS Disaster Recovery Management, LLC

Witness

BY: _____
Taylor Gravois, PE, PLS, PMP
Principal

EXHIBIT A

ST. CHARLES PARISH

Professional Services Contract

for

Program Administrative/Management Services

For task orders associated with the St. Charles Parish CDBG – Disaster Recovery Program

PART II

Compliance Provisions for Federally Assisted Professional Services Contracts

Community Development Block Grant Program Disaster Recovery Rider

This Community Development Block Grant Program Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

For all procurement contracts and subrecipient agreements funded fully or in part by the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program by and between the St. Charles Parish, State of Louisiana, acting herein by Matthew Jewell, Parish President, hereunto duly authorized, and CSRS Disaster Recovery Management, a limited liability corporation organized under the laws of the State of Louisiana, acting herein by Taylor Gravois PE, PLS, PMP, Principal, hereunto duly authorized; this CDBG Rider will serve as a universal addendum to each of those contracts and/or agreements.

This Rider must be signed separately as a stand-alone document, and the terms and provisions outlined herein will be applicable to all contracts and agreements between St. Charles Parish, and CSRS Disaster Recovery Management in which CDBG-DR grant funds are a funding source.

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5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1986 – COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part

and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**
(Applicable to contracts and subcontracts in excess of \$10,000)

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

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

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

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

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

3. **CIVIL RIGHTS**

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

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 – COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

- A. The work to be performed under and contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to any contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to any contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of any contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to any contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**
(Applicable to contracts and subcontracts over \$10,000)

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

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

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

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

8. **AGE DISCRIMINATION ACT OF 1975**

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

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 o-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. **FLOOD DISASTER PROTECTION**

Any contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of the contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under the contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under any Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

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

The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of five (5) years from the date of submission of the grantee's final expenditure report.

12. INSPECTION

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

13. REPORTING REQUIREMENTS

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

14. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
(Applicable to contracts and subcontracts of \$10,000 and under)

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

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

16. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

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

18. TERMINATION FOR CAUSE

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

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

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

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

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

21. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

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

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

22. UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS

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

23. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of excluded parties can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

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

25. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

26. CHANGES

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

27. PERSONNEL

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

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

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

28. ANTI-KICKBACK RULES

Salaries of personnel performing work under any Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under the contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

29. ASSIGNABILITY

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

30. INTEREST OF CONTRACTOR

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

31. POLITICAL ACTIVITY

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

32. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

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

33. DISCRIMINATION DUE TO BELIEFS

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

34. CONFIDENTIAL FINDINGS

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

35. LOBBYING

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any

federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

- G. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A) through (F) of this clause.
- H. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- I. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

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

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

B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

1. This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- D. Reporting requirement.
1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any
- system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments."
- EXHIBIT B
- ST. CHARLES PARISH
- Program Administrative/Management Services for the
St. Charles Parish CDBG – Disaster Recovery Program
- AUTHORITY TO EXECUTE
- A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this _____ day of _____, 20____ and was attended by a quorum of the members of the Board of Directors.
- The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:
- BE IT RESOLVED**, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Parish of St Charles.
- BE IT FURTHER RESOLVED** that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until St. Charles Parish, has been furnished a copy of said resolution, duly certified.
- I, _____, hereby certify that I am the Secretary of _____ a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.
- This _____ day of _____, 20____
- _____
SECRETARY
- EXHIBIT C
- ST. CHARLES PARISH
- Program Administrative/Management Services for the
St. Charles Parish CDBG – Disaster Recovery Program
- NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT
- STATE OF LOUISIANA
- PARISH OF _____
- _____, being first duly sworn, deposes and says that:
- (1) He is the _____ of
(Owner, Partner, Officer, Representative or, Agent)
_____, the Bidder, and that
(Name of Proposer)
the Bidder has submitted the accompanying Proposal to the Parish of St. Charles, Louisiana, the Owner;

(2) He is fully informed respecting the preparation and contents of the Proposal and of all pertinent circumstances respecting the Proposal;

(3) The Proposal is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract or Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any Bidder, firm, or person to fix the price or prices in the Proposal or the Proposal of any other Bidder; or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit;

(6) That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the contract or in securing the contract were in the regular course of their duties for him; and that no part of the contract price to be received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the contract were in the regular course of their duties for him;
- Bidder _____
By _____
Title _____
- Subscribed and sworn to before me:
- this ____ day of _____, 20____ at _____, Louisiana
- My commission expires _____ SEAL
- 2023-0031**
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)
- ORDINANCE NO. 23-2-6**
- An ordinance approving and authorizing the execution of an Amendment No. 1 to Ordinance No. 22-5-9 which approved the Professional Services Agreement with McKim & Creed, Inc., for the modeling/conceptual phase work of the Luling Pond Lift Station and Upgrades Project (Project No. S211204), in the not to exceed amount of \$470,092.00.
- WHEREAS**, On May 2, 2022, the St. Charles Parish Council approved Ordinance No. 22-5-9 to authorize an Agreement between St. Charles Parish and McKim & Creed, Inc., for the modeling/conceptual phase work of the Luling Pond Lift Station and Upgrades Project (Project No. S211204); and,
- WHEREAS**, St. Charles Parish desires for McKim & Creed, Inc., to complete all necessary permit applications and engineering design services necessary to complete drawings and specifications for bidding of the project; and,
- WHEREAS**, St. Charles Parish and McKim & Creed, Inc., have mutually agreed upon a not to exceed fee of \$470,092.00 to complete permitting and design work; and,

WHEREAS, the Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and McKim & Creed, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and McKim & Creed, Inc., for the Luling Pond Lift Station and Upgrades Project (Project No. S211204) in the amount not to exceed \$470,092.00 is hereby approved and accepted.

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

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 27th day of February, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: February 28, 2023
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RET/SECRETARY: March 1, 2023
AT: 9:21am RECD BY: [Signature]

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR LULING POND LIFT STATION AND
UPGRADES PROJECT (PROJECT NO.
S211204)

THIS AMENDMENT NO. 1 is made and entered into on this _____ day of _____, 2023;

BY AND BETWEEN:

ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and

MCKIM & CREED, INC., represented herein by David A. Einsel, P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "ENGINEER");

WHEREAS, On May 2, 2022 the St. Charles Parish Council approved Ordinance No. 22-5-9 to authorize an Agreement between St. Charles Parish and McKim & Creed, Inc., for the modeling/conceptual phase work of the Luling Pond Lift Station and Upgrades Project (Project No. S211204); and,

WHEREAS, St. Charles Parish desires for McKim & Creed, Inc., to complete all necessary permit applications and engineering design services necessary to complete drawings and specifications for bidding of the project; and,

WHEREAS, St. Charles Parish and McKim & Creed, Inc., have mutually agreed upon a not to exceed fee of \$470,092.00 to complete permitting and design work.

ATTACHMENT "A" PROJECT SCOPE:

PART 2 – ADDITIONAL SERVICES

DELETE both Survey and Geotechnical Investigation services. The OWNER will coordinate these services and agreements directly with the consultants chosen to complete the survey and geotechnical work.

ATTACHMENT "B" PROJECT SCHEDULE:

Update the following verbiage within Attachment "B".

	Number of Days to Complete
Preliminary Design Phase	30
Final Design Phase	90
Bid Phase	45
Construction Phase	365

ATTACHMENT "C" PROJECT COMPENSATION:

Update the following verbiage within Attachment "C".

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

- a. The total compensation for basic services as described in Attachment A is estimated to be \$197,600.00 based on the following estimated distribution of compensation:
- | | |
|--|-------------|
| 1. Preliminary Design Phase (30%) | \$59,280.00 |
| 2. Final Design Phase (40%) | \$79,040.00 |
| 3. Bid Phase (10%) | \$19,760.00 |
| 4. Construction Phase (including Closeout) (20%) | \$39,520.00 |

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

- | | |
|---|-------------|
| a. Permitting | \$27,492.00 |
| b. Additional Construction Administration | \$50,000.00 |

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

1. Resident Project Representative Services: For services of ENGINEER's Resident Project Representative, if requested, as outlined in Part 2.C of Attachment A, a total amount of \$195,000.00.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR Services on an eight-hour workday Monday through Friday over a 365-Day construction schedule. See Attachment C-1 for hourly rates references.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2023.

Witnesses: [Signature]
[Signature]

ST. CHARLES PARISH
By: [Signature]
Matthew Jewell
Parish President
Date: 3/1/23

MCKIM & CREED, INC.
By: _____
David A. Einsel, P.E.
Date: _____

Attachment C-1

MCKIM&CREED

2023 Schedule of Hourly Rates
Gonzales, Louisiana

Employee Classification	Fee/Hour
Engineering	
Principal	\$295.00
Sr. Project Manager	\$245.00
Project Manager III	\$224.00
Engineer Intern	\$125.00
Designer II	\$125.00
Sr. Administrative Assistant	\$75.00
Construction	
Construction Administrator I	\$114.00
Project Representative II	\$110.00

2023-0032
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 23-2-7
An ordinance approving and authorizing the execution of an Amendment No. 2 to Ordinance No. 21-11-4 which approved the Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Montz Pump Station No. 2 (Parish Project Number P210806).

WHEREAS, On November 15, 2021, the St. Charles Parish Council approved Ordinance No. 21-11-4 to authorize an Agreement between St. Charles Parish and GIS Engineering, LLC for the design of the Montz Pump Station No.2 (Parish Project No. P210806); and,

WHEREAS, On March 21, 2022, the St. Charles Parish Council approved Ordinance No. 22-3-13 to authorize Amendment No. 1 to the Agreement between St. Charles Parish and GIS Engineering, LLC, in the amount of \$97,200.00, to address Additional Services of Permitting, Topographic Surveying, and Cultural Resource Surveying work; and,

WHEREAS, the contract amount of \$40,000.00 for permitting work has been exceeded due to unforeseen requirements with the Department of Natural Resources (DNR) and other agencies (LADOTD, USACE, etc.); and,

WHEREAS, St. Charles Parish desires for GIS Engineering, LLC to complete all necessary permit applications as well as an Environmental Condition of the Property (ECP) as required by the US Army Corps of Engineers' (USACE) real estate instrument; and,

WHEREAS, St. Charles Parish and GIS Engineering, LLC have mutually agreed to an increase of \$50,000.00 (overall total not to exceed \$90,000.00) to complete permitting work; and,

WHEREAS, the Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC, for the Montz Pump Station No.2 (Parish Project Number P210806) to increase the permitting fee by \$50,000.00 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute Amendment No. 2 on behalf of St. Charles Parish.

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 27th day of February, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: February 28, 2023
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RET/SECRETARY: March 1, 2023
AT: 9:21am RECD BY: [Signature]

AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR MONTZ PUMP STATION NO.2

THIS AMENDMENT NO. 2 is made and entered into on this _____ day of _____, 2023;

BY AND BETWEEN:

ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and

GIS ENGINEERING, LLC, represented herein by Dustin Malbrough, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "ENGINEER");

WHEREAS, On November 15, 2021 the St. Charles Parish Council approved Ordinance No. 21-11-4 to authorize an Agreement between St. Charles Parish and GIS Engineering, LLC for the design of the Montz Pump Station No.2 (Parish Project No. P210806); and,

WHEREAS, On March 21, 2022, the St. Charles Parish Council approved Ordinance No. 22-3-13 to authorize Amendment No. 1 to the Agreement between St. Charles Parish and GIS Engineering, LLC, in the amount of \$97,200.00, to address Additional Services of Permitting, Topographic Surveying, and Cultural Resource Surveying work; and,

WHEREAS, the contract amount of \$40,000.00 for permitting work has been exceeded due to continuous coordination with the Department of Natural Resources (DNR) and other agencies (LADOTD, USACE, etc.); and,

WHEREAS, St. Charles Parish desires for GIS Engineering, LLC to complete all necessary permit applications as well as an Environmental Condition of the Property (ECP) as required by the US Army Corps of Engineers' (USACE) real estate instrument; and,

WHEREAS, St. Charles Parish and GIS Engineering, LLC have mutually agreed to an increase of \$50,000.00 (overall total not to exceed \$90,000.00) to complete permitting work; and,

ATTACHMENT "A"
Add the following verbiage to Attachment "A".

Project Scope Continued (Amendment No. 2):

Additional Services

Permitting: The ENGINEER will continue to coordinate with the Department of Natural Resources (DNR) and other regulatory agencies to ensure all requirements are met for each permit. DNR Coordination includes work regarding the Montz Drainage Improvements in the vicinity of Montz Pump Station No.2.

The ENGINEER will also submit required documents, answer RFIs, and finalize the permit for Louisiana Department of Transportation and Development (LADOTD).

The ENGINEER will coordinate with their sub, Terracon, to complete additional analysis as required by the Section 408 permit.

Environmental Condition of the Property: The United States Army Corps

of Engineers' (USACE) require an Environmental Condition of the Property (ECP) be completed for their permit. The ENGINEER will complete this task by examining current and historical uses of the property and adjoining properties. The examination will determine the potential for environmental contamination of the property such as hazardous substances, petroleum products, or other environmental concerns. The result of the ECP investigation is used to determine if a piece of property is suitable for acquisition, construction, and divestment.

The ENGINEER will submit an ECP Report to the OWNER that satisfies USACE's requirements and secure the USACE permit as a result.

ATTACHMENT "B"
Add the following verbiage to Attachment "B".

Project Schedule Continued (Amendment No. 2):

The ENGINEER will complete the Environmental Condition of the Property (ECP) within 30 days of Notice to Proceed (NTP). The ENGINEER will continue coordination with all permitting agencies as necessary throughout final design of the project, as well as any updates or renewals to follow the project through construction and final completion.

ATTACHMENT "C"
Add the following verbiage to Attachment "C".

Project Cost Continued (Amendment No. 2):

Additional Services

Permitting: \$40,000.00

Environmental Condition of the Property (ECP): \$10,000.00

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2023.

Witnesses:

ST. CHARLES PARISH

By: Matthew Jewell
Matthew Jewell
Parish President

Date: 3/1/23

GIS ENGINEERING, LLC

By: _____
Dustin Malbrough

Date: _____

2023-0039
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ST. CHARLES PARISH COUNCIL

RESOLUTION NO. 6684
A resolution to condemn the ruling of the U.S. District Court for the Southern District of Mississippi in Harrison County Mississippi, et al. vs U.S. Army Corps of Engineers and urging the Corps of Engineers to operate the Bonnet Carré Spillway as designed.

WHEREAS, the Mississippi River drains all or part of 31 States and two Canadian Provinces through Southeast Louisiana; and,

WHEREAS, the Great Mississippi Flood of 1927 was the most destructive flood in the history of the United States, which killed 500 people and directly affected 630,000 others; and,

WHEREAS, Congress passed the Flood Control Act of 1928 which charged the Corps of Engineers to tame the Mississippi River and led to the creation of the world's longest system of levees; and,

WHEREAS, completed in 1931, the Bonnet Carré Spillway, located in St. Charles Parish was designed to divert floodwaters to Lake Pontchartrain alleviating flood potential downstream; and,

WHEREAS, the operational design and historical practice dictates that the Bonnet Carré spillway will be opened in order to keep the volume of the Mississippi River flows at New Orleans from exceeding 1.25 million cubic feet per second; and,

WHEREAS, in January of this year the U.S. District Court for the Southern District of Mississippi ruled that the U.S. Army Corps of Engineers must consult with the National Marine Fisheries Service, an agency within NOAA before opening the Bonnet Carré Spillway; and,

WHEREAS, delaying the opening of the spillway poses unknown and unnecessary risks to the people and property along the Mississippi River and impacts international commerce and ship traffic.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby condemn the ruling of the U.S. District Court for the Southern District of Mississippi and implore the U.S. Army Corps of Engineers to maintain the sound, engineering based operational practices of the Bonnet Carré Spillway that have been in place since 1931. BE IT FURTHER RESOLVED, that we request that U.S. Army Corps of Engineers avail itself of its right to appeal the decision of the U.S. District Court for the Southern District of Mississippi to the United States Fifth Circuit Court of Appeals and to the United States Supreme Court, if necessary.

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

And the resolution was declared adopted this 27th day of February, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: February 28, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: March 1, 2023
AT: 9:21am RECD BY: Pa

2023-0040
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)

RESOLUTION NO. 6685
A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for **LA0073539 AI39862 – Destrehan Wastewater Treatment Plant**, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in Destrehan WWTP's LPDES Permit.

a. The Department has a Capacity, Management, Operation and Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.

b. The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.

c. Domestic waste from the communities/areas of Destrehan, Montz, Norco, New Sarpy, and St. Rose is treated through the Destrehan WWTP.

d. In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

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

And the resolution was declared adopted this 27th day of February, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: February 28, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: March 1, 2023
AT: 9:21am RECD BY: Pa

2023-0041
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)

RESOLUTION NO. 6686
A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for **LA0073521 AI43357 – Hahnville Wastewater Treatment Plant**, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in The Hahnville WWTP's LPDES Permit:

a. The Department has a Capacity, Management, Operation and Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.

b. The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.

c. Domestic waste from the communities/areas of Hahnville, Taft, Kilona, Paradis, Bayou Gauche, Des Allemands, Parts of Boutte, and Parts of Luling is treated through the Hahnville Wastewater Treatment Plant.

d. In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

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

And the resolution was declared adopted this 27th day of February, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: February 28, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: March 1, 2023
AT: 9:21am RECD BY: Pa

2023-0042
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)

RESOLUTION NO. 6687
A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for **LA0032131 AI43356 – Luling Oxidation Pond**, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in The Luling Oxidation Pond's Permit:

a. The Department has a Capacity, Management, Operation and Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.

b. The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.

c. Domestic waste from the communities/areas of Luling, Boutte, Willowdale, Willow Ridge, Mimosa, Lakewood, Ama, and Davis Plantation is treated through the Luling Oxidation Pond.

d. In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

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

And the resolution was declared adopted this 27th day of February, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: February 28, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: March 1, 2023
AT: 9:21am RECD BY: Pa

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: March 9, 2023

Public Notice

ST CHARLES PARISH HOSPITAL SERVICE DISTRICT NO 1

The Board of Commissioners of St. Charles Parish Hospital Service District, Parish of St. Charles, State of Louisiana met for a regular Board of Commissioners' meeting on May 30, 2018, at 10:00 AM. Following the Pledge of Allegiance, it was noted the following Board Members were present: Mrs. Karen Raymond, Mr. Jake Lemmon, Mr. Timothy Vial, and Mrs. Pamela Smith.

Absent: Simon.
Mrs. Karen Raymond announced Public Hearing and requested anyone wishing to address the Board on any of the agenda items for today's meeting to please come forward. There being none, after three (3) announcements, the Public Hearing was closed.

Under Special Business, Mr. Austin Reeder welcomed Mrs. Pamela Smith, newly appointed and sworn-in Board of Commissioner. A warm welcome followed and favorable comments were made. Mrs. Smith spoke and thanked the Board for her warm welcome. A copy of the Parish Council Resolution appointing Mrs. Pamela Smith for the term to begin on May 7, 2018 and terminate on May 22, 2019 was reviewed.

The Reappointments of Mr. Timothy Vial and Mr. James "Jake" Lemmon followed. The Parish Council Resolutions for both appointments for the term of May 22, 2018 expiring on May 22, 2024 were also reviewed.

Mr. Austin Reeder was recognized for being selected the 2017 Executive Leadership Award – New Administrative Leadership Award at the recent conference that the Ochsner Health System Leaders had attended. Congratulations were extended. Mr. Reeder thanked his Team and made favorable comments.

Mr. Reeder introduced and recognized Ms. Mia Newman, Tulane Administrative Resident, and stated she would be working with the OHS River Region for the next year.

The new Director of Cardiopulmonary and Respiratory Therapy Services, Ms. Tracy Esquivel, was recognized and introduced. Ms. Terrell Neal spoke highly of Ms. Esquivel and explained her recent efforts in the Joint Commission preparation.

Mrs. Rebecca Dupuy was recognized as the recipient of The "Betty Portera" Support/Clerical Employee of the Year Award 2017. The flyer for this award was reviewed and congratulations were extended with favorable comments being made.

Mrs. Michelle Zaiden was in attendance and recognized as the recipient of The "Betty Portera" Professional/Technical Employee of the Year Award 2017. The flyer for this award was reviewed and congratulations were extended with favorable comments being made.

Mr. Terrell Neal introduced Mr. Christopher Brown for being the recipient of the Nurse of the Year 2017. Ms. Neal spoke on Mr. Brown's credentials and congratulations were extended.

Mr. Brady Rivet was present and recognized as the 2017 Leader of the Year. Favorable comments from Mr. Neal regarding Mr. Rivet assuming the role of the Director of BHU and the challenges that

Mr. Reeder also recognized Mrs. Carolyn Slaton for her 29+ years of service to our St. Charles Parish Hospital, our patients, and our community. Congratulations were extended and best wishes on her retirement. Mr. Vial, being the longest person to work with Mrs. Slaton, also spoke and recognized her for her dedication to our employees, Board, and hospital.

Mrs. Penny Mehn was introduced and welcomed as the newly selected Sr. Executive Assistant. Mr. Reeder announced the Employee of the Month for May as Mr. Brian Chaix from Facilities Management and the Department of the Month for May as EMS. Congratulations were extended to both.

Mrs. Karen Raymond entertained a motion to enter Executive Session for discussing Strategic Planning and/or Personnel issues. It was motioned by Lemmon seconded by Vial to enter Executive Session at 10:15 for the purpose previously stated.

For: Raymond, Lemmon, Vial, and Smith
Against: None

It was motioned by Vial seconded by Lemmon to return to regular session at 11:08 AM.
For: Raymond, Lemmon, Vial, and Smith
Against: None

Mrs. Karen Raymond stated there were two new items being requested to be added to the agenda. One was the Amendment to the Low Income and Needy Care Collaboration Agreement (LINCCA) and the second item was the E-911 Commission appointment.

Mrs. Raymond announced Public Hearing and requested anyone wishing to address the Board on adding the two new agenda items, as stated, to please come forward. There being none, after three (3) announcements, the Public Hearing was closed.

It was motioned by Lemmon seconded by Smith to add both items to the agenda as stated.
For: Raymond, Lemmon, Vial, and Smith
Against: None

Following discussion, it was motioned by Vial seconded by Lemmon to approve the Amendment to the Low Income and Needy Care Collaboration Agreement (LINCCA) as presented.

For: Raymond, Lemmon, Vial, and Smith
Against: None

The E-911 Commission Appointment topic was presented by Mr. Reeder and he explained the need to appoint a new member to the E-911 Communication Board as a representative of the Hospital. It was motioned by Lemmon seconded by Smith to appoint Mr. Sergio Morales to the E-911 Communication Board.

For: Raymond, Lemmon, Vial, and Smith
Against: None

New Business followed. The first item, Third Amendment to St. Charles Parish Hospital Special Services Management Agreement was presented by Mr. Reeder. Details of the Amendment were provided and following discussion, it was motioned by Vial seconded by Smith to approve the Third Amendment to St. Charles Parish Hospital Special Services Management Agreement as presented.

For: Raymond, Lemmon, Vial, and Smith
Against: None

Mrs. Raymond presented the Resolution to consider and adopt the Millage Rates for the Year 2018 as M & O 2.48 Mills and Bonds 3.16 Mills. Mrs. Raymond announced Public Hearing and requested anyone wishing to address the Board on the Resolution to consider and adopt the Millage Rates for the Year 2018 as M & O 2.48 Mills and Bonds 3.16 Mills to please come forward. There being none, after three (3) announcements, the Public Hearing was closed.

Mrs. Raymond read the Resolution aloud in its entirety. It was motioned by Vial seconded by Lemmon to approve the Resolution as read and to adopt the Millage Rates for 2018 as 2.48 Mills for M & O and 3.16 Mills for Bonds.

For: Raymond, Lemmon, Vial, and Smith
Against: None

The Organizational Chart was presented for review. Following discussion, it was motioned by Vial seconded by Lemmon to approve the Organizational Chart as presented.

For: Raymond, Lemmon, Vial, and Smith
Against: None

The Board of Commissioners' Minutes from the April 25, 2018 meeting were presented. There being no revisions, it was motioned by Smith seconded by Lemmon to approve the April 25, 2018 Board of Commissioners minutes as presented.

For: Raymond, Lemmon, Vial, and Smith
Against: None

Dr. Marc Labat, Chief of Medical Staff, presented the Medical Staff Report from the May 22, 2018 Meeting. He stated Dr. Christopher Paris would remain as CLIA Lab Medical Director, at this time

and the CLIA Lab Medical Director and Nuclear Medicine Medical Director appointments were deferred. He also reported that the Nuclear Medicine Medical Director qualifications are being explored. The Nurse Practitioner Collaborating Agreement Organizational Policy and the Providing Care for the Psychiatric and Suicidal Patients were both approved. He stated MEC recommends approval of the Credentialing from the May 22, 2018 MEC Meeting. It was motioned by Lemmon seconded by Vial to approve the Medical Staff Executive Committee Report from the May 22, 2018 Meeting as presented.
For: Raymond, Lemmon, Vial, and Smith
Against: None

Dr. Labat reported that all credential files were thoroughly reviewed by the appropriate physician members prior to the meeting. Files were reviewed for licensure, challenges or relinquishments to licensure, training, education, current competence, proof of professional malpractice insurance, and claims history. It was motioned by Smith seconded by Vial to approve the following credentials as presented. There were sixteen New Physician Applicants: Keith Melancon, MD – Active, Non-Operative Orthopedics, Shawn Ahmed, MD – TeleRadiology, Yulia Bronstein, MD – TeleRadiology, Jean-Paul Dyn, MD – TeleRadiology, Stephen Fox, MD – TeleRadiology, Christina Geatrakas, MD – TeleRadiology, Adam Hecht, MD – TeleRadiology, Jerome Klein, MD – TeleRadiology, Christine Lamoureux, MD – TeleRadiology, Donald Nicell, MD – TeleRadiology, Tara Otto, MD – TeleRadiology, Alan Pratt, MD – TeleRadiology, Surinder Rai, DO – TeleRadiology, Scott Sullivan, MD – TeleRadiology, Gregory Wolfe, MD – TeleRadiology, Jeffrey Zorn, MD – TeleRadiology, Two New APP's: Dana Pierce – APP, CRNA and Monica Wilkinson – APP, CRNA, One Resignation: Walter Birdsall, MD – Family Medicine (4/20/18), Twelve Telemed Reappointments: Kyle Happel, MD – e-ICU, Jannell Henderson, MD – TeleRadiology, Stephanie Heinlen, MD – TeleRadiology, April Gibson, MD – TeleRadiology, David Krausz, MD – TeleRadiology, Steven Lengle, MD – TeleRadiology, Sandra Parada-Orrego, MD – TeleRadiology, Linda Petrovich, MD – TeleRadiology, William Regan – Telepsychiatry, Adam Sciuk, MD – TeleRadiology, Barbara Taylor, MD – TeleRadiology, William Wong, MD – TeleRadiology, FPPE's and OPPE's for certain specialties were reviewed and verified by the appropriate Medical Director or Service Chair.

For: Raymond, Lemmon, Vial, and Smith
Against: None

The Medical Director of St. Charles Parish Hospital's Nuclear Medicine was the next agenda. Following discussion, it was motioned by Vial seconded by Lemmon to appoint and approve Adam Wells, MD as the Medical Director of Nuclear Medicine.

For: Raymond, Lemmon, Vial, and Smith
Against: None

The Nursing Report was provided by Mr. Terrell Neal. The Quality and Patient Experience Report included a full report on Prove Our Value: Quality, EDCAHPS, HCAHPS and Every Patient – Every Time and Serve More Patients.

Dr. Smith provided the Healthy Planet – River Region, Prove Our Value: CGCAHPS, Outpatient Diagnostic and Outpatient Diagnostic TB/Ranking data. She also presented the Outpatient Ambulatory and Outpatient Ambulatory Rank/Ranking Reports. Mr. Neal presented the reports on Serving More Patients, including the Primary Metrics and the report on the St. Charles Clinic Unique Patients by Care Type.

Under Improving Organizational Performance, the Infection Control and Prevention Plan OSCPH IC 003 was presented for review. Following discussion, it was motioned by Vial seconded by Smith to approve the Infection Control and Prevention Plan OSCPH IC 003 as presented.

For: Raymond, Lemmon, Vial, and Smith
Against: None

Ms. Tara Alleman presented the Finance Report which included the YTD Statistical and Financial Graphs through April 2018. The Financial Summary was reviewed with the Actual, Budget, and Variance being compared. The Monthly Income Statement(s) by Month, Statistical Report, Surgery Report, Balance Sheet, Cash Receipts Report, Accounts Payable Report, Accounts Payable Report, and EMS Report were also presented for review.

The Audit – FYE 12-31-17 was the next agenda item and it was recommended this item be table until the next scheduled meeting. It was motioned by Lemmon seconded by Vial to table the Audit for FYE 12-31-17 as requested.

For: Raymond, Lemmon, Vial, and Smith
Against: None

Ms. Alleman gave details on the IGT – Department of Health and requested approval to make an IGT up to \$4M to the Department of Health. Following discussion, it was motioned by Vial seconded by Vial to approve the IGT to the Department of Health up to \$4M as presented.

For: Raymond, Lemmon, Vial, and Smith
Against: None

It was motioned by Vial seconded by Lemmon to table the Due to OHS agenda item.

For: Raymond, Lemmon, Vial, and Smith
Against: None

The Chief Executive Officer's Report followed. Mr. Reeder gave an update on Physicians, including Cardiology and usage of the Cath Lab. Photos of Dr. William Bennett making presentations at Ashton Manor and Cornerstone were presented and discussed. The flyer for Hello Health featuring Dr. Jennifer Malsbury was presented. An update on TeleNeurology and Chemo Services were also provided. The Moment of Quality was regarding the EMS Department and the EMS Team. They were recognized for assisting in the helicopter crash that had recently occurred in St. Charles Parish. The PVMO status report included details on the Diabetic Education and a photo of the Mrs. Betty Portera Plaque for the Flag Pole at PVMO was reviewed. It was reported this plaque would be installed in the near future.

Mr. Reeder presented the Community Outreach topic, including the Volunteer Services/Auxiliary/Community Outreach/Synergy Important Dates.

A flyer regarding the Community Town Hall Meetings was presented and details provided. Advertisement for these two events followed.

Mrs. Raymond made the announcements and stated the next scheduled Board of Commissioners' Meeting was June 27, 2018 and the July Board Meeting was rescheduled to Thursday, July 26, 2018. There being no further business, it was motioned by Vial seconded by Lemmon to adjourn. The motion carried and the meeting adjourned at 11:45 AM.

ATTEST

Chairman or Acting Chairman

Secretary

ST CHARLES PARISH HOSPITAL SERVICE DISTRICT NO 1

The Board of Commissioners of St. Charles Parish Hospital Service District, Parish of St. Charles, State of Louisiana met for a regular Board of Commissioners' meeting on June 27, 2018, at 10:00 AM. Following the Pledge of Allegiance, it was noted the following Board Members were present: Mrs. Karen Raymond, Mr. Jake Lemmon, Mr. Timothy Vial, and Mrs. Pamela Smith.

Absent: Simon.
Mrs. Karen Raymond announced Public Hearing and requested anyone wishing to address the Board on any of the agenda items for today's meeting to please come forward. There being none, after three (3) announcements, the Public Hearing was closed.

Under Special Business, The Provider of the 2nd Quarter, 2018 was announced as Ms. Y'Annika

Public Notice

IN RE: 29TH JUDICIAL DISTRICT COURT
DRAWING OF JURY PANEL PARISH OF ST. CHARLES
FILED: 03/03/23 Dy. Clerk: *Glenn Huguey*

PER CURIAM

IT IS ORDERED BY THE COURT, that the Clerk of the 29th Judicial District Court and in his capacity of Jury Commissioner in and for the Parish of St. Charles at the Clerk's Office at the Courthouse in Hahnville, Louisiana, Parish of St Charles on **Friday, March 3, 2023** and then and there, draw with the aid of a properly programmed computer the following:

Thirty (30) jury panels, with the first being the upcoming grand jury panel and the remainder being numbered sequentially and used thereafter as criminal or civil jury panels are required to be summoned.

Said Petit Jury Venire to report as requested by future orders of the court.

Each Jury Venire drawn as ordered above shall be placed in an envelope, sealed and properly marked and identified in accordance with law.

No Petit and Civil Juror shall be summoned nor notified for Jury Duty until so ordered by the Court.

Granted this 3rd day of March, 2023

[Signature]
JUDGE

BE IT KNOWN AND REMEMBERED that on the 3RD day of the month of March, in the year of our Lord **Two Thousand and Twenty-three**.

Pursuant to law and in and for the Parish of St. Charles, State of Louisiana duly signed on the 3rd day of March, 2023, duly and regularly cited to my attention:

I, Clerk of Court Lance Marino and in my capacity of Jury Commissioner, sworn and qualified as such in and for the Parish of St. Charles, State of Louisiana.

Did, on the day and hour designated in said order, appear in the Parish of St. Charles, in the Office of the Clerk of Court, in said Parish, at Hahnville, Louisiana and then and there proceeded in accordance with the law and orders of the Judges of the 29th Judicial District Court, to draw with the aid of a properly programmed computer, the names of persons possessing the qualifications to serve as Grand Jurors/Jurors, for the sessions of Court from – **March 21, 2023 – September 30, 2023**.

Having placed the names of the foregoing persons drawn as Jurors in an envelope, we signed the same and endorsed and labeled it “**LIST OF JURORS NO. 1A through NO. 30A**”.

Whereupon having placed the labeled envelopes in the custody and keeping of the Clerk of said Court for use at the upcoming ensuing sessions of Court and subject to the orders of the District of Judges.

IN FAITH WHEREOF, I signed this process verbal of the drawing of Juries made at this time, on the 3RD day of March, 2023.

Lance Marino
CLERK OF COURT, EX-OFFICIO
JURY COMMISSIONER

The names of the following persons were drawn to serve as Grand Jurors for Jury Number 1A, for the session of said Court beginning Tuesday, March 21, 2023 at 11:00 a.m. - Division "D".

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- ABADIE, BERNARD EUGENE IV

ADAMS, JUNIUS JOSEPH

ADAMS, RODDY LOUIS

ADAMS, STEPHEN MICHAEL

ALEXANDER, TREVIN JOSHUA

ALLEN, CLAUDIA BOYD

ALLEN, TOREY A

AMAYA, HILDA GLORIA

ANDRUS, BRYANT LEWIS

AUGUST, DAMIAN RAYMOND

BAKER, DOROTHY MARKEN

BALLAM, BRANDY

BALLARD, THEODORE

BAUDOUIN, KAITLYN MARIE

BENEFIELD, ADDISON EMILY

BENOIT, CARLTON J

BERGERON, PATTI POCHE

BERNARD, DAPHNE TAUZIN

BERNARD, DEEANN THOMPSON

BERRY, HAROLD JOSEPH JR

BERTHELOT, CHERYL GAUBERT

BERTUS, SAMUEL DAVID

BILLINGS, BARBARA ANN

BLANCHARD, ALICIA JOHNSON

BORDELON, KATHERINE LOGAN

BOSSIER, RUSHELL LILLIAN

BOURGEOIS, BRITTANY ELIZABETH

BRAQUET, STEPHEN ROBERT

BRIGGS, LIAH TORI LANEA

BRIGNAC, LYN MURRAY

BROWN, DONNA MARIE

BROWN, KANISHA KANTRELLE

CAMINITA, MICHAEL RAY SR

CANDIES, RITA D

CANNON, DEMETRIA JACOBS

CARROLL, HANNAH S

CATALANOTTO, SCOTT THOMAS

CELESTINE, TAMIA ALIYAH

CHAMPAGNE, CRAIG A

CHAMPAGNE, ROBERT ANDREW

COOK, MARIA

COSPOLICH, JAMES DONALD

CUSHALL, ROSILYN RODRIGUE

DAIGLE, CHRISTOPHER MICHAEL

DENT, JOSHUA

DEROCHE, BRIAN QUINN

DEROCHE, LAUREN TREGRE

DINVAUT, BRANDY AUERELANDA

DOMENGEAUX, MICHELLE LANDRY

DOUGLAS, DANIELLE TRINETTE

DRAGNA, GARRETT JUDE

DUBOIS, ZACHRY PAUL

DUET, RICHARD CHARLES

DUFRESNE, JOSEPH DENNIS JR

DUHE, GAVIN M

DUKES, ALLISON NICOLE

DUNN, DREW ANTHONY

DUPRE, LAURIE LUTZ

DUROUSSEAU, JULIA GODBOUT

DUTREIX, BRETT MICHAEL

EDMONDSON, KELSEY FONSECA

ELLIS, CHANELLE N

EMERY, DIAMOND MICHELLE

ESPINOSA-OLAYA, LUZ ADRIANA

FAYARD, SUSAN T

FERRARA, ANTHONY JOSEPH

FIFFIE, MARY ANN

FIGUEROA, AMANDA BOWERS

FINN, JOSHUA JAMES

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- NEAL, JESSICA MICHELLE

NOEL, MICHELLE NICOLE

OGMANN, CHRISTINA GAUDET

ODDLOKWE, AIDAN BRICE

OGUNBOR, VICTOR O

OLIVIER, ALFRED CHARLES

PECORARO, JOHN JOSEPH III

PENLEY-VIAL, MELISSA

PERRET, KELSEY MARIE

PETIT, HEATHER JUNCKER

PIERRE, JULES

POCHE, NATASHA ANN

POPLIN, DANIELLE FOLSE

PRICE, BRENDA S

PUNTER, DWIGHT NOLAN

RAMOS, VICTORIA ELLEN

RODRIGUEZ, JULIAN ANDRES

ROGERS, JAMES ANTHONY JR

ROME, MATILDA STEWART

ROUSSEL, JORDAN

SALAS, LAURA ALEJANDRA

SHEEL, SARAH ELIZE

SCHENXAYDER, SAMMY JAMES

SCHENXAYDRE, STACEY RAZIANO

SCHLOSSER, TARA ANN

SCIACCA, CHRISTA LINCKS

SCOTT, ANDREA THOMAS

SCOTT, JOSHUA BRIAN

SCOTT, KANESHA A

SEIPEL, PATRICIA BRONZO

SHAFFETT, HARLI LYNN

SIMMONS, ANITRA KANTRELL

SMITH, ALESHIA J

SMITH, NICOLE LOUPE

SODKRAM, CHARMINE LINDA

STEIB, BRITTANY KATE

STIPE, CHRISTOPHER SEAN

STRATTON, RHONDA LUM

SUMLER, ADRIENNE JONES

TAYLOR, PEGGY JESSEMY

THIELER, FREY MICHAEL

THOMAS, JILBREA

THOMPSON, GERALD WAYNE

TONG, VIVIAN

TRAUTH, EDWIN FREDRICK IV

TREGLE, TIFFANY CLAIR

TRICHE, CAMRYN LEE

TURNER, BRIGITTE M

ULMER, GILBERT B

UNGER, COLBY JOHN WILLIAM

VANHUSS, JOHN LEO

VANZANDT, MARY ELLEN

VIAL, IRVING STANISLAUS JR

VINES, SARAH DELOACH

WALKER, DONALD R

WEATHERS, BETHANIE QUINETTE

WEBRE, DUDLEY AMBROSE

WILLIAMS, DEMICA F

WILLIAMS, JACQUELINE GORDON

WILLIAMS, MICHAEL DAVID

YOUNG, BRADY

ZIMMERMAN, ASHLEY BROWN

Publish: March 9, 2023

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 91174-D
Date: Monday, February 27, 2023
CITIBANK, N.A., AS TRUSTEE
FOR CHASE
FUNDING MORTGAGE LOAN
ASSET-BACKED
CERTIFICATES, SERIES 2003-2
VS
ADA WHITE CHANEY
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: MONDAY, OCTOBER 10, 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, APRIL 12, 2023, at 10:00 A.M, to the last and highest bidder for cash, the following described property, to wit:
A CERTAIN LOT OF GROUND, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON AND ALL RIGHTS, WAYS, PRIVILEGES, SERVITUDES, APPURTENANCES AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE PARISH OF ST.CHARLES, STATE OF LOUISIANA, IN THAT PART THEREOF KNOWN AS RIVERVIEW ESTATES SUBDIVISION PER PLAN BY JOHN E MARSHALL, DATED JANUARY 10, 1983, APPROVED BY THE ST. CHARLES PARISH COUNCIL PER ORDINANCE NO, 83-12-11. AND ACCORDING TO SAID PLAN, SAID LOT IS DESIGNATED AS LOT 27 AND IS LOCATED AND MEASURES AS FOLLOWS; SAID LOT 27 COMMENCES 55 FEET FROM THE INTERSECTION OF THE NORTHWESTERLY LINE OF CHRISTIAN DRIVE ANO THE SOUTHWESTERLY LINE OF RIVERVIEW DRIVE, AS MEASURED ALONG SAID LINE OF RIVERVIEW DRIVE, SAID LOT 27 MEASURES THENCE 50 FEET FRONT OF RIVERVIEW DRIVE, SAME WIDTH IN THE REAR, BY A DEPTH OF 100 FEET BETWEEN EQUAL AND PARALLEL LINES. AND ACCORDING TO A PLAT OF SURVEY BY JOHN E MARSHALL, DATED SEPTEMBER 18, 1983, AND