SEPTEMBER 7 - 13, 2023
vol. 150 | NO. 36 | 75¢
Subscribe at www.HeraldGuide.com

St. Charles
HERALD GUIDE

SERVING ST. CHARLES PARISH SINCE 1873

/HERALDGUIDE /STCHARLESHERALD · WWW.HERALDGUIDE.COM

Fundraiser announced for deputy's daughter with rare cancer

Kahlil Turner Editor
kturner@heraldguide.com

The St. Charles Sheriff's Office recently announced a raffle drawing fundraiser to be held on Facebook Live Oct. 29 at 2 p.m. for cancer patient Hannah Freitas, daughter of longtime deputy Melissa Freitas of the Special Services Unit.

Hannah Freitas, 24, was recently diagnosed with an unusual cancer known as small cell carcinoma of the ovary hypercalcemic type (SCCOHT). According to the American Association for Cancer Research, SCCOHT is a highly aggressive ovarian cancer so rare that fewer than 500 cases were reported to date in medical literature.

SCCOHT primarily affects young females under 40 years of age, with the median age of diagnosis being 24 years old, coincidentally being the current age of Hannah. There are no established standard treatments for SCCOHT, and most patients are treated with a combination of surgery, chemotherapy and radiation.

Doctors first discovered signs of the cancer around two months ago, when an emergency room visit to

FUNDRAISER on 5A

Special Services Deputy Melissa Freitas poses with daughter and cancer patient Hannah Freitas at a local area hospital.

Wildcats, Tigers hit road in Week 2

TURN to 1B

HHS student joins Eagle Scout family tradition

TURN to 2A

New food truck dedicated to mother, daughter lost in fire

Kahlil Turner Editor
kturner@heraldguide.com

Mobile food business Kay's Angel Wings has steadily earned a loyal following at its Highway 90 Boutte location, becoming a business operator Shunta Jackson says derives its name in honor of two of her closest family members she tragically lost early one December morning in 2012.

"[Kay's Angel Wings] is actually named after my mom and my daughter; they passed in a house fire in 2012 in Killona," Jackson, 35, said, with the name 'Kay' coming from a shortened, combined derivative of her mother's and daughter's names.

FOOD TRUCK on 7A

Shunta Jackson and Tacita White work the counter at Kay's Angel Wings mobile food business, located on Highway 90 in Boutte.

Lancelot Square Apartments and other local-area affordable housing units undergo demolition

Kahlil Turner Editor
kturner@heraldguide.com

The Lancelot Square Apartments complex in Luling prior to the start of demolition work in late August.

Parish officials recently announced demolition work had begun at the site of Lancelot Square Apartments, located on 100 Lance Lane Drive in Luling, with completion of the project expected to wrap up sometime this week.

The apartment complex, located at

LANCELOT on 5A

Sanderson Farms Chicken Wings
Family Pack
$1.79/lb

THIS WEEK'S HOT BUYS!
Majoria's SUPERMARKET
We're Family Owned & Operated Since 1964
Fresh French Bread and Pistolettes Baked Daily
DEALS OF THE WEEK FOR SEPTEMBER 7 - 12, 2023
13413 Hwy. 90 • Boutte
Check us out online at majoriasgrocery.com
Hot or Cold Grab and Go Meal Solutions Now Available!
Open: Monday - Saturday 8 am - 6 pm • Closed Sunday • (985) 785-2431 • www.majoriasgrocery.com

Mom Water
4 Assorted Flavors
$9.99 each

Educator's African tortoise becomes local celebrity

Kahlil Turner Editor
kturner@heraldguide.com

Luling resident Barry Guillot's friendly African tortoise Amadeus has become somewhat of a local social media star in recent weeks, spotted by locals as an unusual sight in St. Charles Parish given his large size.

Guillot, a local St. Charles Parish educator who has lived in St. Charles Parish for the last 30 years, first met his soon-to-be pet tortoise Amadeus several years following Hurricane Katrina.

"About eight years after Katrina, [local animal advocates] found this [African] tortoise nearly dead out in New Orleans East," Guillot said. "He was dehydrated and in really bad shape."

Having previously worked at the Audubon Aquarium in New Orleans for three years developing education programs, the Harry Hurst science teacher had already developed a background and local reputation for working with animals and animal education.

"I'm not sure who picked him up and worked on him, but they got him in really good shape, and somebody had mentioned I would probably be a good owner for him, because we could use him with education," Guillot said.

Guillot agreed to take Amadeus in, and his adventures as an African tortoise pet owner began right at that moment.

Neighbors pose with African tortoise Amadeus in the rear of a pickup truck used to transport the large animal.

His pet Amadeus is a sulcata, an African tortoise commonly known as a spur-thighed tortoise due to the big spurs featured on its legs. While these pets are frequently bred and sold in everyday pet

TORTOISE on 7A

(Left to Right): Kyle Waits poses with Waits family members and Eagle Scouts Mason Waits and Zack Waits.

Scouting Success: HHS student joins family tradition of Eagle Scout honors

Kahlil Turner Editor
kturner@heraldguide.com

Hahnville High student and longtime Boy Scout Mason Waits was acknowledged at the St. Charles Parish Council meeting last week for earning his Eagle Scout award, along with another local Boy Scout member and St. Charles resident, Matthew Zeringue.

The Eagle Scout award is considered the highest award youth members of the Boy Scouts of America (BSA) can achieve. Of the roughly one million youth members that pass through the BSA program each year, only 6 percent become Eagle Scouts, according to Scouting Magazine, the official scouting magazine of BSA.

Achieving the Eagle Scout may be a rare occurrence nationally, but for the Waits family six-percenters of Luling – it's almost a rite of passage. Mason Waits recently became one of five Waits family members from

EAGLE SCOUT on 8A

Another Reason to Choose
THIBODAUX REGIONAL
for Your Healthcare Needs

Matthew Taylor, MD
Family Medicine Physician

Thibodaux Regional Health System welcomes Dr. Matthew Taylor, Board Certified Family Medicine Physician. Dr. Taylor was born and raised in Crowley, LA. He served in the Marine Corps after high school and then went on to earn his undergraduate degree from the University of Louisiana at Lafayette. He received his medical degree from Windsor University School of Medicine. He completed his Residency in Family Medicine at Memorial/ LSUHSC in Lake Charles, LA.

Specializing in health and wellness care for the whole family, Dr. Taylor is well-trained in the prevention, diagnosis and treatment of a broad range of illnesses and health conditions.

Dr. Taylor and his wife, Dr. Caroline Robichaux, who is also a Family Medicine physician, both chose to remain in South Louisiana and to practice at Thibodaux Regional to be closer to family. They both love the people of South Louisiana and are dedicated to serving the community.

Office Location:
Thibodaux Regional Multi-Specialty Clinic
4560 Hwy 1, Suite 3, Raceland

To schedule an appointment:
985.251.4250

THIBODAUX REGIONAL HEALTH SYSTEM
thibodaux.com

Majoria's SUPERMARKET

We're Family Owned & Operated Since 1964

Fresh French Bread and Pistolettes Baked Daily

DEALS OF THE WEEK FOR SEPTEMBER 7 - 12, 2023

Come in and see our unadvertised sale items

Propane Exchange Now Available

Limits may apply. Not all items will be available. No rainchecks. Due to some limited availability and fluctuations in our supply chain, we may experience shortages. Supplies are based on availability. Thank you for understanding. Not responsible for typographical errors.

Boneless Center Cut Pork Loin Roast
In Vac Bag
$2.49/lb

USDA Select T-Bone Steaks
Family pack
$7.99/lb

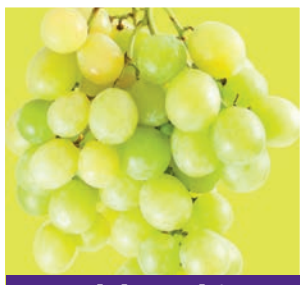
Food Club Vegetable Oil
Gallon size
$8.99

Food Club Medium Grain Rice
10 lb
$4.99

Blue Bell Ice Cream Cups
12 pack
$6.99

Deshotels Louisiana Frozen Crawfish Tails - 1 lb
$13.99

Salt or Pickled Meat
Family pack
$2.99/lb



Welch's White Seedless Grapes
2 lb
$3.49

Eggo Waffles
Assorted - 12.3 oz
$2.99

Coke Products
6 pack half liters
3/$11.00

TGIFridays Cooked Pork Baby Back Ribs - 1.5 lb
$9.99

Sara Lee Low Sodium Honey Ham - (store sliced)
$7.99/lb

Borden Chunk Cheeses
8 oz
2/$4.00

Summeripe Red or Black Plums
$2.29/lb

Food Club Drinking Water
24 pack half liters
2/$6.00

Viva Paper Towels
6 rolls
$7.99

Kings Hawaiian Pretzel Hamburger Buns 10.5 oz or **Pretzel Slider Buns** 11 oz
$3.49

Simply Done Hinged Foam Plates
25 pack
2/$7.00

Sweet Baby Ray's BBQ Sauce
18 oz
$1.99

Sanderson Farms Jumbo Tray Wingettes
$2.69/lb

Honeysuckle White Extra Lean 99% Ground Turkey Breast - 1 lb
$5.49

Rosina Meatballs
18, 24, and 26 oz
Assorted
$6.99

Extra Lean Ground Chuck
3 lbs or more
$4.99/lb

Hillshire Farms Sliced Cold Cuts
9 oz tubs - Assorted
$3.99

Pork Tenderloin
2 pieces per pack
$2.49/lb

Holten Lean And Tender Beef Patties
24 pack
$21.99

Food Club Butter
Regular or Unsalted
1 lb Quarters
2/$5.00

Mountain King US #1 Russet Potatoes
10 lb bag
$4.99

Hot Grab & Go Meals!

MONDAY..... Red Beans and Rice with Sausage
TUESDAY ..... Hamburger Steak and Mac & Cheese
WEDNESDAY . Italian
THURSDAY .... Fried Chicken
FRIDAY .....Fried Seafood

13413 Hwy. 90 • Boutte

OPEN: Monday - Saturday 8 am - 6 pm
Closed Sunday

(985) 785-2431 • www.majoriasgrocery.com

No sales to dealers
Quantity rights reserved on sale items

Former Destrehan coach, teacher remembered

Ryan Arena Editor
ryana@heraldguide.com

Tommy Duhe

More than anything, Adam Duhe remembers his grandfather, as someone who simply had a wonderful way with people.

"He was one of the easiest people to talk to of anyone I've ever met," Duhe said. "He was the same way for so many other people and that's probably why he had so many friends. I hope one day I can say I'll have as many friends as he had."

Numerous members of the community have been mourning the loss of longtime teacher and football coach Tommy Duhe, who on Aug. 24 passed away at the age of 82. They've also been joyfully remembering his life, one that positively impacted so many others.

He was the ninth-grade football coach at Destrehan High School from 1980 until 2000. He retired from St. Charles Parish Public Schools in 2002 after a 34-year career. Duhe also coached swimming. He was an assistant coach with the varsity football team and was on the staff that guided Destrehan to the Class 5A state championship game in 1993.

Duhe was a lifelong native of Norco, born on Oct. 19, 1941 – and Norco was more than just a home to him.

"He was so, so proud to be from Norco, to grow up there and to raise his children there," said Danielle Loosemore, Tommy Duhe's niece, who called him a Destrehan High and Norco community legend.

Loosemore, who was a student of her uncle when she attended Destrehan High, said his teaching methods were unique, but very effective.

"He taught history, and he loved history," she said. "He had a very dry sense of humor and it kept you

DUHE on 8A

Texas man sentenced for defrauding victims out of $200K after Ida

Ryan Arena Editor
ryana@heraldguide.com

A Texas man was sentenced to 20 years in prison after pleading guilty to charges related to representing himself as a public insurance adjuster and taking more than $200,000 from four victims.

Andrew Mitchell, 44 and of Clear Lake Shore, Tex., pled guilty before ad hoc Judge Kirk A. Vaughn to five counts of forgery, for which he received the maximum 10-year sentence on each count. He also pled guilty to two counts of theft over $5,000 for which he received the maximum 10-year sentence on each count. He also pled guilty to two counts of theft over $25,000, for which he received the maximum 20-year sentence on each count. The sentences were all ordered to be served concurrently with the Louisiana Department of Corrections.

Mitchell was arrested on Jan. 12 for allegations that he defrauded four St. Charles Parish residents of insurance money following Hurricane Ida. He has remained in custody since his arrest. Mitchell represented himself to be a public insurance adjuster and agreed to negotiate with insurance companies on behalf of victims of storm damage. Instead, he kept the insurance proceeds for himself, according to police, and Mitchell stole more than $200,000 in all from four victims.

In addition to the prison term, the defendant agreed to forfeit almost $39,000 to the victims in this case, which had been deposited into the registry of the court and which will now be disbursed to the victims. Mr. Mitchell also agreed to a money judgment in favor of each victim for the full remaining balance of the restitution owed them.

Detective Keith Bergeron of the Louisiana State Police Insurance Fraud Division investigated the case against Mitchell. Mitchell was prosecuted by Assistant District Attorney Mark F. Lopez.

"The case against Andrew Mitchell was a complex matter spanning multiple jurisdictions with multiple victims. LSP Detective Bergeron used his outstanding investigatory skills to present to my office a thorough and complete case file detailing Mitchell's criminal conduct. Assistant District Attorney Mark F. Lopez and DA Investigator John Cornwell have been relentless in their pursuit of a just conclusion to this case. Lopez secured an appropriate resolution for the victims and the people of St. Charles Parish," said St. Charles Parish District Attorney Joel Chaisson II.

"Hurricane Ida decimated St. Charles Parish. Mitchell could have been a force for good in our community post-Ida but he chose to victimize our residents all over again for his own financial gain. My office will not tolerate the exploitation of our residents and we will continue to use all of the tools available to us to prosecute these cases to the fullest extent of the law."

ELECT #72
PAUL J. HOGAN, P.E.
COUNCILMAN, DISTRICT IV

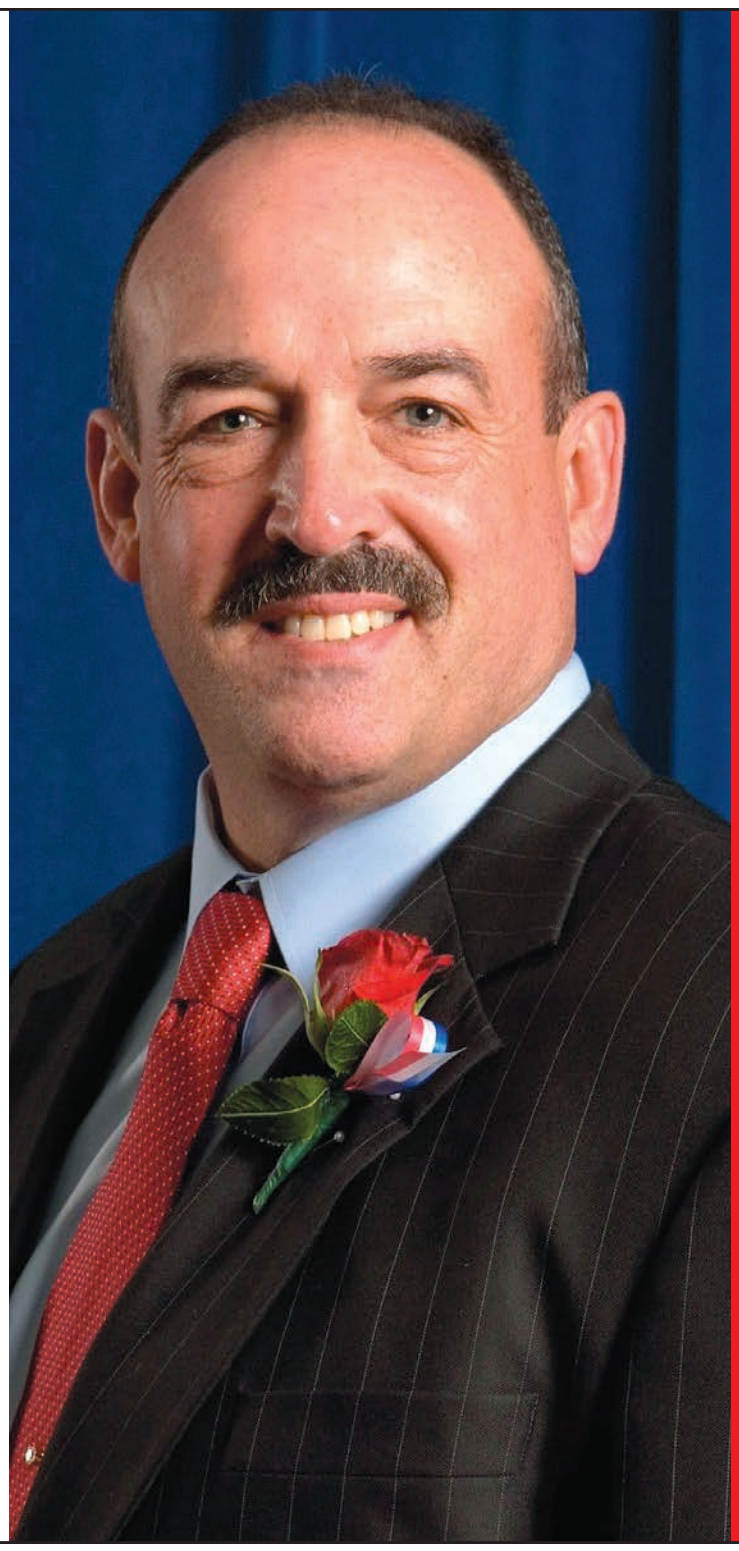
To the residents of District IV, it was an honor and a pleasure to serve each of you as your local Councilman for 8 years and Councilman at Large for Division B for 4 years. I humbly ask for your support in electing me to serve you once again as your local councilman. As with my past service, you can be rest assured that I will put each of you ahead of politics and that I will faithfully uphold and steadfastly stand behind our rules and regulations. I will fight against the selective enforcement and interpretation of our rules and regulations, just as I did during my prior service to you. My top priorities will be flood insurance rates, flood protection, drainage, and the construction of the new Des Allemands boat launch on the Chevron property donated to the parish initiated by my efforts on the council.

My campaign will truly be a grassroots effort. You will not see signs plastered throughout the district. You however will see several more of these political ads as the election approaches. These ads and word of mouth will be the primary means of spreading the word of who I am and what I stand for. I ask that those of you who know me spread the word on who I am and spread the word of my campaign to your friends and family and urge everyone to get out and vote.

My experience as a civil engineer and as a former councilmember will once again allow me to provide valuable knowledge and insight into many issues that will come before the council. As previously mentioned, I humbly ask for your support in giving me the opportunity to represent each of you and to be your voice on the council once again!

God bless you all and God bless America!

PAID FOR BY PAUL J. HOGAN



FUNDRAISER from 1A

address a persisting pain in her stomach revealed Hannah's problem was likely something much more than typical stomach problems.

"She was having pain in her stomach, so on July 1, I brought [Hannah] to the emergency room and when they did a CT Scan, they noticed the tumor," Melissa, a 25-year St. Charles Parish Sheriff's Office deputy, said. "It was an extremely large tumor that probably weighed about four pounds."

After the tumor was removed just two weeks later, local doctors had to send samples off to be reviewed and tested at a northeast area hospital, as Hannah's tumor appeared to be so uncommon most local physicians had not seen a case of it before. It was later classified as SCCOHT.

Hannah is currently undergoing chemotherapy treatment, which will later be followed by gene therapy at Tulane Hospital. Additional treatment and evaluation at MD Anderson in Houston are planned after treatments performed in local hospitals are completed.

Hannah Freitas and her mother Melissa Freitas in a recent photo prior to the start of chemotherapy.

"Right now, it's kind of day by day," Melissa said. "I would say, just keep us in your prayers…[Hannah] lost her dad almost 13 years ago to cancer; this is our family's second go-round with battling this disease."

Tickets for the raffle are priced at $20, with cash donations also accepted. Fundraiser event prizes will include Saints tickets, LSU tickets, bow fishing charters, sports memorabilia, home alarm system and a wine refrigerator with more prizes to be announced. Fundraiser earnings will go to help defray Hannah's medical costs as she battles this rare cancer.

For more information or to purchase raffle tickets, contact Clint Patterson or Michelle Joseph at Ph. 985-783-1355. Organizers have also set up a Facebook fan page under "Benefit for Hannah Freitas" as an additional point of contact.

LANCELOT from 1A

LEFT: One of a few remaining structures soon to be torn down at Lancelot Square Apartments in Luling. RIGHT: View of Lancelot Square Apartments after the bulk of demolition work had been performed in late August.

the southern end of Lakewood Drive, suffered significant damage following Hurricane Ida, damage later deemed too severe to repair.

As one of the largest affordable housing apartment complexes within St. Charles Parish, the property sat unoccupied and idle since 2021, with nearby neighbors left wondering when a decision would be made to repair or demolish the structures. Over the last two years, the multi-building two-story residential complex appeared to have been stripped of copper by vandals, some of its windows busted out, along with other hazards.

"We've been working closely with [the property owners]; we got into that recovery period, and we started assessing housing stock and damage," Parish President Matthew Jewell said. "We had to work through several hoops with the property owner to make sure that we can get these things torn down, because at this point, they're now more of a nuisance and safety hazard for the community."

According to Jewell, the property owner of the complex faced several hurdles before getting into a position to tear down its buildings. Like many other property owners in St. Charles Parish, Jewell said working with their insurance carrier posed a challenge, along with coordinating with FEMA and even the USDA, which had may have been involved in a financing-related arrangement on the complex.

Olsen Securities Corp of Metairie is the current listed owner of the property, according to St. Charles Parish Assessor's Office. Parish online records suggest the business has owned the complex since around 1988. Olsen Securities is also the parish-listed owner of another apartment complex on 172 Keller Street which Jewell said suffered a similar fate from Ida. Demolition on the Keller Street location is expected to commence once demolition work on the Lancelot Square Apartments is complete.

"There's actually four sets of apartments that are…under the same [general] ownership, that were unfortunately all destroyed by Hurricane Ida," Jewell said. "It's [roughly] 170 units that are no longer livable, and that's what made it really tough for so many people…if you were a longtime tenant in one of these affordable housing units and they're destroyed, you had very little options of trying to find something else in the parish; even before Ida hit, [affordable housing options were] hard to find."

Jewell said to the best of his knowledge, the owners had not yet disclosed what they planned to do with the property once demolition is complete. Any new construction at that location would have to go through the normal parish approval process, such as the parish's permitting offices and Planning and Zoning.

"Several people have reached out to me, interested in wanting to purchase the property or develop something else," Jewell said. "Certainly, people have given me their opinion on what they would like to see built there, but obviously that's going to be based off of what the owners want to do, and what's appropriate for the zoning."

According to its website, Olsen Securities of Metairie owns and operates numerous apartment complexes throughout Florida, Mississippi, Texas and Louisiana. The company's website says much of its property portfolio, like Lancelot Square Apartments in Luling, focused on providing lower-income families, disabled, and elderly with affordable housing.

The company identifies itself as being the owners of other St. Charles Parish area complexes including Jasmine Lane Apartments in Paradis, Steamboat Cover Apartments and Ole Man River Apartments in St. Rose and Raintree Court Apartments in Hahnville.

Several attempts for comment on this story were made with Olsen Securities, which went unanswered by press time.

DAVE MILLET
INSURANCE AGENCY
Metairie • Boutte • Destrehan • Marrero
Slidell • Hammond • Gonzales • LaPlace • Springfield
DAVE MILLET
INSURANCE AGENCY
Serving Main Street Since 1958

WE ARE BACK IN OUR OLD LOCATION!
13491 Highway 90, Suite 1A • Boutte (Across from Walgreens)
PROFESSIONAL INSURANCE AGENTS
985.331.9077
DAVEMILLETINSAGENCY.COM

Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

· **Stanley Folse, 54,** of 153 Schaubhut Lane in Des Allemands, was arrested Aug. 31 and charged with failure of sex offenders to notify law enforcement of change in address/residence or other registration information.

· **Karlah Fierro, 29,** of 304 South Street in Paradis, was arrested Sept. 3 and charged with simple criminal damage to property, unauthorized entry of an inhabited dwelling, disturbing the peace and simple battery (two counts).

· **Devin Fourcha, 20,** of 10511 River Road in Ama, was arrested Aug. 30 and charged with domestic abuse battery/child endangerment.

· **Omar Soto, 43,** of 136 Hickory Street in Boutte, was arrested Sept. 3 and charged with possession of methamphetamine and disturbing the peace. He was a fugitive (three counts) with an attachment.

· **Thompson Cox, 48,** of 265 Terrio Drive in Reserve, was arrested Sept. 3 and charged with DWI, possession of Soma, possession of Xanax, possession of marijuana, possession of hydrocodone, possession or distribution of drug paraphernalia, sale, distribution or possession of legend drug without prescription or order prohibited, reckless operation without accident and traffic violation.

Real Estate Transactions

· **61 Oakley Drive in Destrehan** sold for $299,000 by Elissa St. Germain to Joshua and Caroline Paternostro.

· **206 Monsanto Avenue in Luling** sold for $47,130 by Arlene and Allison Zeringue to Heather and Curtis Stephens.

· **340 Madewood Drive in Destrehan** sold for $330,000 by Brandon and Julianne McAcy to Jordan Jefferson.

· **331 Mimosa Avenue in Luling** sold for $141,000 by Joan Lee to Mickey Schmill and William Dempsey..

· **134 Riverpoint Drive in Destrehan** sold for $250,000 by Brandon Monju to Collin Gallagher.

· **126 Villere Drive in Destrehan** sold for $454,000 by Angel Duffaut to Brandon and Julianne McAcy.

Meet the Candidates

Thursday, September 28, 2023
1:00 pm to 3:30 pm
282 Judge Edward Dufresne Pkwy Luling, LA 70070

Each candidate will be given 3 - 5 minutes to address the question "What will you do to improve the quality of life for Louisiana Senior Citizens?"

Please RSVP by September 21, 2023
information@stcharlescoa.com
Or 985-783-6683

St. Charles HERALD-GUIDE

PUBLISHERS EMERITUS:
Allen J. Lottinger
& Colette Lottinger

PUBLISHER:
Jonathan Menard

EDITORIAL
Ryan Arena **Sports Editor**
Kahlil Turner **Lifestyles Editor**

ADVERTISING
Jonathan Menard **Director**

DESIGN
Desiree P. Lewis **Production Manager**
Kevin Orgeron **Art Director**
Jeff Cashio **Graphic Designer**
Alissa Zeringue **Graphic Designer**

ADMINISTRATION
Juanita Guidry **Controller**
Yvette Dunn **Classifieds & Legals Receptionist**

The St. Charles Herald-Guide (USPS 475-680) is published weekly on Thursday $34.99 annually, by Herald-Guide Publishing, L. L. C., 14236 Hwy. 90 Boutte, LA 70039-1199. Periodicals postage paid in Boutte LA, and additional mailing offices.

POSTMASTER:
Send address changes to St. Charles Herald-Guide, P.O. Box 1199 Boutte, LA 70039-1199

14236 U.S. HWY. 90, BOUTTE, LA 70039
Solely owned by Louisiana Publishing, Inc, Allen J. Lottinger, president

Office Hours: 8:30-4:30
Phone: 758-2795

SUBSCRIPTION RATES:
· **26 Weeks $22.99**
Bill every 6 months
· **52 Weeks $34.99**
Billed Annually
· **104 Weeks $59.99**
Billed every 2 years

Phone: 1-800-538-4355
or visit
www.Heraldguide.com

German Coast Farmers Market

UNIQUE GIFTS
EXTENSIVE PRODUCT SELECTION!

German Coast Farmers' Market Match Program

Ask for information at Market Welcome Booth, call or email. SNAP Benefits + Matching up to $20 available at BOTH Markets.

For our Vendor List, Newsletter Sign-Up, Recipes and more, Visit our web site. www.germancoastfarmersmarket.org or see us on Facebook

We Accept SNAP

greaux the good

For more information call 504-782-8517

Debit & Credit Cards Accepted

United Way Partner follow us on

Saturday Market
8am - Noon
Destrehan Library
160 W. Campus Dr.
Destrehan

Wednesday Market
1pm - 5pm
St. Charles Parish
West Bank Bridge Park
13825 River Road
Luling

UPCOMING ENTERTAINMENT
Sept. 16 - Casey Saba
Sept. 23 - ASAP Band

FOOD TRUCK from 1A

Shunta Jackson's daughter Kamri and mother, Catherine Scott-Isaac, both of whom died in an early December morning fire in 2012.

At the time of the incident, Jackson's mother, Catherine Scott-Isaac, was 55, while her daughter Kamri was just three years old, both killed in a house fire investigators later said was caused by an electrical malfunction. Jackson's mother was known locally as the owner of Scott's Grocery Store, Killona's sole grocer.

Jackson says she enjoyed experimenting and creating her own sauces while attending college at Jackson State University in Jackson, Miss., so much so that her sauce creations would later become the inspirational spark she eventually used to start Kay's Angel Wings.

"How I came about going into the mobile food industry was pretty much the product that I was serving; all of that came about by me making a sauce," Jackson said. "I just wanted to try it on different [foods], and wings happened to be one of them."

The St. Charles Parish native said it wasn't until college when she was formally introduced to wings, where it quickly became one of her favorite go-to foods. When her mother and daughter passed away unexpectedly in 2012, she and her brother made the decision to continue to operate her mother's Killona store, giving Jackson the opportunity to begin serving locals her own sauced wings. She later branched out and purchased her own mobile food unit, establishing a location along the higher traffic route of Highway 90 in Boutte.

Kay's Angel Wings currently features nine of Jackson's

different sauce creations, with her top three sellers being her "Only in Killona," spicy honey garlic and lemon pepper sauces.

Jackson's signature "Only in Killona" flavor is a sweet and spicy sauce with a hot sauce base.

Jackson said while most wing restaurants often opt for a dry rub lemon pepper technique, her lemon pepper wing sauce relies on a "wet" recipe utilizing butter and her own spice combinations.

One of her favorite aspects of running a mobile food business is the direct feedback Jackson said she gets from her regular customers, feedback that also allows her to tailor new flavor combinations to her customers' liking.

"You can engage with your customers more," Jackson said of her mobile food business model. "I feel like when you run a mobile food business, the food is more authentic."

Kay's Angel Wings offers fries, various sides such as bacon, sausage, chicken and shrimp, and its Mama Signature Potato options, featuring choices like the "Basic Mama Potato," the "Noonie," the "Mama Judy" or the "Coco," many coming with its own protein and add-on flavor combinations.

"All [of our Mama Signature Potatoes] starts off basic with cheese, bacon and peppers like the 'Mama Judy,' you can also get grilled shrimp or fried shrimp on top," Jackson mentioned. "We have one called the 'Chick Chick' where we have cheese, bacon and peppers with fried shrimp and Veron sausage."

Kay's Angel Wings food trailer operation is situated at 1328 Highway 90 across the highway from Anita's Burgers. She opens for business Monday thru Friday, 10 a.m. to 3 p.m., and operates Saturdays from 11 a.m. to 5 p.m. Customers can call or text orders ahead of time at 504-273-4730.

TORTOISE from 2A

stores, innocently presented as small two-inch long pets safely tucked inside an aquarium tank, they can eventually grow as long as 2 to 3 feet, with full-grown males sometimes weighing more than 150 pounds.

"People will buy them saying, 'they're so cute,' not realizing it's the third largest tortoise in the world," Guillot explained. "They [can later] get more than they bargained for."

Unlike most other domesticated pets in the U.S., a sulcata can often outlive its human caretakers, living as along as 100 years or more. Amadeus' age is currently estimated to be around 27 years old, a fact Guillot, 57, has factored in, already planning for his son in Lafayette to later care for Amadeus once he has lived out his own human life.

Local area youngsters spend time with African tortoise Amadeus.

Sulcatas are notoriously good escape artists, requiring special fencing enclosures as they get older and larger to keep them from burrowing out. Owners must be constantly mindful of local weather patterns, particularly prolonged rainy weather which can loosen up soil, later allowing a tortoise to burrow out of an enclosure and escape.

"They are a lot more observant and intelligent than we give them credit for," Guillot said of tortoises, mentioning a tortoise can observe children entering and exiting through a fence gate, and will often position itself next to the gate, waiting for it to open once again.

Guillot said at one time Amadeus was light enough to regularly take to school for various education projects but has since "retired" him from school duty due to growing too heavy to easily transport.

His African tortoise is a social animal, one that enjoys interactions with humans and other domesticated animals, including Guillot's two pet Chihuahuas.

"I always say that we have a tortoise that thinks he's a dog, and wants to be part dog," Guillot chuckled. "When [my Chihuahuas] go running in the backyard, [Amadeus] runs with them and it looks like he's chasing them – and he kind of is chasing them - but he just wants to be by them, wherever they go."

EAGLE SCOUT from 2A

two generations that have now achieved Eagle Scout level, with one more waiting in the wings.

Mason Waits' father, Mitch Waits, 48, is one of the many Waits family members having previously achieved the Eagle Scout level.

Mitch's slightly older brother and Luling resident Stuart Waits, 52, is also an Eagle Scout, with his older son Zack having earned the Eagle Scout award prior to attending college several years ago. Stuart Waits' younger son, Hahnville High senior Kyle, recently completed all Eagle Scout requirements and awaits a final review and decision by various BSA council personnel before he is bestowed the honor.

If those weren't already an impressive number of Waits family Eagle Scouts, the two Waits brothers Stuart and Mitch have an older third brother, Wes Waits, who also earned the Eagle Scout award earlier in his youth.

Kyle Waits, Mason Waits and Zack Waits at a Boy Scout fundraising table outside Winn-Dixie in Luling.

Stuart and Mitch said their late father John Waits was the primary Waits family influence and motivation to first earn the Eagle Scout award. John got heavily involved with his sons, eventually becoming Scout Master leader of their troop in nearby Reserve, where they grew up.

"[My father] believed in the ideals, the leadership and citizenship aspect [of scouting]," Stuart said regarding his early exposure to BSA. "That's kind of how we got into it and stayed with it."

Boy Scouts first introduced the brothers to the 12 principles a Boy Scout lives by, considered to be the Scout Law: scouts are trained to be trustworthy, loyal, helpful, friendly, courteous, kind, obedient, cheerful, thrifty, brave, clean and reverent.

"A lot of kids don't understand what reverent and courteous, and [some of the other Scout Law principles] mean," Mitch said. "By [scouts] having to go through those scout points, they learn a bit more about them, and I think it helps to build their character."

As a scout, Mitch said he and his brothers were able to travel all over the local region and even internationally for various scouting camping events.

"I went to Canada twice, and I did a 50-mile canoe trip in Canada," Mitch said. "One of the most positive things [about scouting] is going camping and having lots of fun."

After achieving numerous merit badges and related requirements and going through various ranks of the BSA program, the Eagle Scout level is the pinnacle of the entire BSA program. Before being granted the Eagle Scout award, boy scouts must first compete their Eagle Scout Service Project, which is later evaluated by BSA personnel on the project's benefit to the community organization being served, along with leadership skills required of the scout that completes the project.

"They have to plan it, organize it, and the major thing is for the scout to show leadership, leading a group of others in the execution of their Eagle Scout project," Stuart said.

Mason Waits completed his Eagle Scout Service Project by designing and building a fire pit area and gathering space for a local area church, a project later evaluated and approved by local BSA authorities.

DUHE from 4A

engaged because you never knew when the punchline was coming. He'd be three minutes into a story and there it was. You were never quite sure when he was serious or joking."

He was also known for giving his students nicknames. After Duhe's passing, many former students shared stories fondly and each proudly noted those monikers like a badge of honor.

"He retired in 2002, but to this day, everyone remembers the nickname he gave them," Loosemore said.

Adam Duhe concurred.

"There's probably not a person in St. Charles Parish who didn't know him," he said. "Everyone's got a story about him, especially his old students. He loved it … so many times he'd get a call from one of them and sometimes they'd even pay him a visit. Those times were the happiest I'd ever see him."

Tommy Duhe

One example of people's love for the longtime educator came in 2010. Doctors found Duhe had a heart aneurysm and had to undergo a risky surgery. He battled through it and persevered to live for more than a decade longer, but at the time it left him unable to do many of the things he could previously as he recovered.

"It limited his mobility," Loosemore said. "He couldn't do much around the house and it got to be in pretty bad shape. A bunch of people got together from the community and fixed up his house. They came and offered to deep clean his house, they changed his roof and repainted for him. They came together to help someone who would never ask for help, ever – he was a very proud man. It stuck out to me and it was very, very special."

Tommy Duhe's sense of humor also set him apart.

There were the times he'd send one of his freshman football players to a different classroom to look for a "left-handed football." Or he'd ask a student to go check for something upstairs – in a one-story building.

"It was ridiculous," Loosemore said with a laugh. "People would (hear the request from the student) and just shake their head because they knew."

But likewise, his players respected him.

"You'd see him with his old players, how they'd talk with him even much later on – he was a very easy person to get along with, but he'd still tell you what's right and what's wrong," Adam Duhe said. "He was just so good with people."

In fact, one Destrehan class even invited him to their class reunion as a guest.

"He showed up and he was like the biggest celebrity," Loosemore said.

"When I got to Destrehan, people would see my last name and ask if I was related to him. Then the biggest smile would come across their faces and they'd start telling stories."

The outpouring of love from community members after his passing only further illustrated the impact he had.

"If he saw that now, I know it would make him so happy," Adam Duhe said. "Everyone loved him so much."

AARP Foundation Tax-Aide Is Looking for Volunteers

AARP Foundation Tax-Aide

We are looking for compassionate and friendly people to join our volunteer team. We'll provide the training and support to help you learn new skills, and you'll get a great feeling from helping those in need. The program is looking for individuals to volunteer in a number of roles to provide help to taxpayers. Our volunteers come from a variety of industries and span from retirees to college students.

Volunteers fill a variety of roles:

- ✔ Counselors work with taxpayers directly by filling out tax returns. If you have no previous experience, you'll get the training you need and will also receive IRS certification.
- ✔ Client Facilitators welcome taxpayers, help organize their paperwork, and manage the overall flow of service.
- ✔ Technology Coordinators manage computer equipment, ensure taxpayer data is secure, and provide technical assistance to volunteers.
- ✔ Leadership and Administrative volunteers make sure program operations run smoothly, manage volunteers, and maintain quality control.
- ✔ Communications Coordinators promote the program to prospective volunteers and taxpayers.
- ✔ Speak a second language? We have a big demand for bilingual speakers in all roles, especially dedicated interpreters who can assist other volunteers.

You can sign up to volunteer online. Go to aarpfoundation.org/TaxaideVolunteer or call 1-888-AARP-NOW (1-888-227-7669).

About AARP Foundation Tax-Aide

AARP Foundation Tax-Aide provides tax preparation help for anyone free of charge.

Tax-Aide volunteers help taxpayers in-person or virtually. The program has over 25,000 volunteers nationwide.

AARP Foundation Tax-Aide serves millions of individuals each year. AARP membership is not required, and taxpayers of any age can take advantage of this service.

Tax-Aide has helped more than 77 million people since it launched in 1968. It's the nation's largest free volunteer tax program, offered in conjunction with the IRS.

Tax Preparation Date Feb 1 – April 15

East Bank and West Bank Locations

Training held in Dec and Jan

Destrehan, Ehret features matchup abound with top recruits

Wildcats eye 16th consecutive victory, have longest current streak in state

Photos by Ryan Arena/Herald Guide

Jabari Mack weaves through traffic while returning a punt for Destrehan on Friday night against Bonnabel.

Ryan Arena Editor
ryana@heraldguide.com

Marcus Scott knows what awaits his Destrehan Wildcats on Friday night – a very talented John Ehret squad, with speed for days and several high Division I commitments.

"They have very good players – really, they have ever since the school opened," Scott quipped.

Of course, Scott's defending state champion Wildcats have its own gifted roster and history of producing top talent. Prep fans that want to see two teams match strength on strength, speed on speed should be in for a treat as Ehret hosts Destrehan in a Week 2 non-district matchup.

"I'm pretty sure that between the two of us, we could put together the fastest track team in the state," Scott said of the respective rosters.

For Scott, this week's game represents a homecoming. Scott was the head coach of John Ehret prior to arriving at Destrehan for the same position, and many of the Ehret coaches on this year's sideline were on his staff when Ehret marched to the 5A state semifinals in 2018. There is plenty of familiarity, even before considering Ehret and Destrehan have been regular opponents, either in the regular season or in preseason competition over the past several years.

"I know what kind of coaches they are and the work ethic they have," Scott said. "That's a talented group of players and they're coached up. They know me, and they know how I like to manage a game. That can be a positive and it can also lead to some overthinking. That kind of thing can work either way, but it's the kids who will decide the game."

Photos by Ryan Arena/Herald Guide

Jackson Fields was a perfect 6-for-6 on pass attempts.

This Ehret team is not afraid to take on top competition. Last season, the Patriots went 0-5 in pre-district competition, playing some of the top teams in the state – including a Destrehan team that took a 42-6 victory over the Patriots in Week 2 of last year. But that made Ehret tougher and better – it reeled off five wins in a row to end the regular season, then gave Rummel a difficult first round encounter before the Raiders ultimately advanced. Head coach Reggie Rogers is 24-9 at the school and hopes are high once again on the Westbank of New Orleans.

Offensively, Eric Cheneau quarterbacks the Patriots, while playmaking rusher Damian Smith will see plenty of work. Wide receiver Charles Coleman is a 4-year starter and experienced downfield playmaker. And Khayree Lee is the cornerstone of an offensive line that can take control of the line of scrimmage in a hurry – an LSU commitment at 6'6 and 325 pounds, Lee isn't the most fun individual matchup to draw, to be sure.

"They have so many playmakers," Scott said. "We have to be sound tacklers and do our best to not give up many momentum plays."

Defensively, Ehret boasts a loaded secondary led by Florida commit Wardell Mack and Tulane commit Armani Cargo.

Mack was part of the incoming class at Ehret prior to Scott's departure, while he's familiar with Cargo for a different reason – Scott coached Cargo's older brother at Ehret and played against Cargo's father when the two were in high school.

"I know what kind of athlete (Cargo) is," Scott said. "Both of those guys can really run and they have ball skills."

Tackle Kendall Johnson leads an experienced defensive front.

Destrehan made short work of Bonnabel in its season opener last week, capturing a 48-7 win with 41 DHS points coming in the first half.

One might call it a promising debut for Jackson Fields in his first varsity start at quarterback – he went a perfect 6-for-6 for 137 yards and two touchdowns. Shane Lee scored three touchdowns and rushed for 43 yards on eight carries. Makylon Smothers and Johnnie Thiel hauled in scores and Greg Wilfred returned a punt for a touchdown.

Arrington Adams and Kolaj Cobbins each tallied 1.5 sacks in the win.

NOTES: At 15 consecutive wins, Destrehan currently has the state's longest win streak … Marcus Scott has gone 36-3 as Destrehan head coach, and has lost just one game in the regular season during his tenure – his very first, against St. Paul's in 2020. He sits at 95 career wins … even after losing a senior class with a school record number of collegiate signees, Destrehan ranks 3rd in the latest LSWA Class 5A poll, behind only John Curtis and Catholic-Baton Rouge.

Awarded 5 Star "Superior" Rating
by Bauer Financial, Inc.
NO HASSLE PERSONAL SERVICE
No. 1 ranking based on Net Interest Income, Efficiency, Asset Quality, Return on Equity, Non-Performing Assets and Return on Assets
No. 1 Bank in Louisiana
by Bank Performance Report

FIRST NATIONAL BANK •U•S•A•
BOUTTE
13386 Highway 90
985.785.8411
www.fnbusa.com
EQUAL HOUSING OPPORTUNITY
MEMBER FDIC

DESTREHAN PLAYERS of the WEEK

Louisiana Dental Center
FAMILY DENTISTRY AND SPECIALTY PRACTICE
WE'LL SEE YOU... TODAY!
✓ Emergencies & Walk-Ins Welcome
✓ Friday And Saturday Appointments
✓ Interest-Free Financing
✓ In-Network With Most Dental Insurance & Medicaid
✓ Sedation To Ease Anxiety
✓ Denture Services Available (Fabrication, Repairs & Relines)
Quynh Nguyen, D.D.S.
Joseph Le, D.D.S.
Joseph R. Lacoste, Jr., D.D.S.
Ronald A. Mancuso, Jr., D.D.S.
Minh Do, D.D.S.
Joleen Phan, D.M.D.
Khanh Luong, D.D.S., M.S. – Orthodontist
Luis Moncada, D.M.D. – Periodontist
Proud Partner of the New Orleans Saints and LSU Tigers
(985) 758-5110
14243 Hwy 90 East • Boutte
(1/2 mile from Hahnville High School)
A Team of General Dentists and Specialists Working Together to Care for Your Entire Family
LaDentalCenterBoutte.com

OFFENSE

Jackson Fields
Quarterback

Destrehan's win over Bonnabel Friday represented a pretty good debut for Fields, one might say. His first varsity start at QB produced 137 passing yards, two touchdowns and no interceptions – he was a perfect 6-for-6 on his pass attempts, finding five different receivers.

DEFENSE

Arrington Adams
Linebacker

For a Destrehan team that forced Bonnabel into third and long all night, Adams was a key to the effort. He registered 1.5 sacks, two tackles and he broke up two pass attempts as Destrehan held Bonnabel's first team to no points.

TODAY'S CAR CARE
HUNTER Engineering Company Alignment Specialist

GEAUX TIGERS & WILDCATS
COMPLETE AUTOMOTIVE SERVICES
90 MIMOSA AVE AT HWY. 90
TODAYSCARCARE.COM
THE TEAM YOU CAN TRUST
CALL NOW TO SET UP AN APPOINTMENT
985-785-9510

HAHNVILLE PLAYERS of the WEEK

OFFENSE

Calvin Smith
Running back

Smith was a workhorse for the Tigers Friday. He carried 21 times for 159 yards and two touchdowns, while catching two passes for 70 yards. Smith finished with a total of 229 yards from scrimmage, a strong season debut for the talented back.

DEFENSE

Chase Morales
Linebacker

Morales was again in the middle of everything defensively for Hahnville on Friday, recording six tackles, one of those for loss, and two quarterback hurries. While it was a tough night overall for HHS, Morales helped hold Newman to just 2-of-9 conversion on third down.

Majoria's SUPERMARKET
WE'RE FAMILY OWNED & OPERATED SINCE 1964
HOT GRAB & GO MEALS!
MONDAY
Red Beans and Rice with Sausage
TUESDAY
Hamburger Steak and Mac & Cheese
WEDNESDAY
Italian
THURSDAY
Fried Chicken
FRIDAY
Fried Seafood
13413 Hwy. 90 • Boutte
OPEN
Monday - Saturday: 8 am - 6 pm
Closed Sunday
785-2431 • 785-2441
FAX: 785-8884
PROPANE EXCHANGE NOW AVAILABLE

SCENES FROM THE SIDELINES

Tigers look to right ship at Mandeville

Mandeville rusher accounted for 6 TDs in 2022 meeting; Smith gains 200+ yards in Week 1 loss

Ryan Arena Editor
ryana@heraldguide.com

As Hahnville prepares to visit Mandeville this Friday night, one question will ring loudest as the Tigers fight to avoid a 0-2 start.

Where is Nate Sheppard?

Hahnville's ability to contain Sheppard will loom large as the Tigers attempt to defeat the Skippers for a second consecutive season. Last year, Hahnville survived an all-out assault from Sheppard who scored a whopping six touchdowns – every Mandeville touchdown, in fact - in one of the wildest prep games of the season, a 42-41 shootout that the Tigers sealed with a stop of a two-point conversion pass in overtime.

The running back is a special athlete – he combines the strength to squat 500 pounds with the speed to excel for Mandeville on the track as a hurdler. But what makes the junior truly unique is his ability to attack from everywhere.

"He can play multiple positions … they put him in the slot, they move him all over the place. We've worked hard this week at recognizing where he's at," said Hahnville head coach Daniel Luquet. "We have a plan for him. He's probably going to be the best player on the field Friday night on either side of the ball."

Luquet said Sheppard has great hands and great speed, and it will take multiple tacklers to ensure he's down.

"He's gonna play at a Power 5 school," Luquet said. "We have to do everything we can to make sure he doesn't change the game like he did last year."

Mandeville went 4-6 last year, but expectations are higher in year two under head coach Craig Jones, a Skippers alum. Week one was promising for the team, which defeated Denham Springs 38-7 in Week One. Sheppard scored three times and garnered more than 200 yards of offense.

Photos by Ryan Arena/Herald-Guide

Calvin Smith of Hahnville races for yardage against Newman.

Quarterback Noah Kyle is a threat to take off and run as well. Defensively, Mandeville likes to load the box and defend one-on-one – a tactic that can create a healthy atmosphere for lots of possessions and shootouts like the one the teams played a year ago.

Luquet said Hahnville will need to be able to take advantage of those looks. But perhaps more importantly, the Tigers must eliminate the mistakes that derailed them last week in a 41-21 loss at Newman.

The Greenies forced four Hahnville turnovers, including three interceptions and a fumble, and returned two of those turnovers for scores. A game that was close at halftime was out of reach by the end of the third quarter, with Newman leading 41-14.

"Three picks, a ball snapped over the quarterback's head, and we give up 14 quick," Luquet said. "We talked about taking care of the football. I don't expect Ryan (Gregson) to have another game like that. We'll need to take what's there and control things up front, and hopefully cut down on some of the possessions Mandeville has."

Gregson connected with wide receiver Dyron Lorio for a 24-yard touchdown that gave HHS a 14-7 lead before Newman scored 34 unanswered points.

HHS running back Calvin Smith, meanwhile, had a big statistical night, rushing for 159 yards and adding 70 yards through the air, tallying 229 yards from scrimmage. He also punched in two rushing scores on the night.

Smith and fellow running back Chase Brooks figure to be central this week in limiting Mandeville's opportunities and re-stabilizing the Tiger offense.

Defensively, Hahnville held Newman to just a 2-for-9 conversion rate on third down. But the Greenies did generate big plays, including touchdown passes of 38 and 56 yards.

Gregson spread the ball to several receivers offensively – Kobe Louis, Lorio and Jah'man Preston each hauled in at least three passes, with Louis leading in yardage with three catches for 65.

Another Reason to Choose
THIBODAUX REGIONAL
for Your Healthcare Needs

Hadi Elias, MD
Interventional Cardiologist

Office Location:
Thibodaux Regional Cardiology Clinic
602 N Acadia Road, Ste 101, Thibodaux

To schedule an appointment:
985.493.4993

Thibodaux Regional Health System welcomes Dr. Hadi Elias, Interventional Cardiologist. Dr. Elias earned a Bachelor's degree in Science from George Mason University in Fairfax, VA and a Master's degree in Biotechnology from Georgetown University in Washington, D.C.

He received his Doctor of Medicine degree from Ross University School of Medicine in Portsmouth, Dominica and completed his Internal Medicine residency at Saint Agnes Hospital in Baltimore. Additionally, Dr. Elias completed a Fellowship in Cardiology and Interventional Cardiology at Geisinger Medical Center in Danville, PA.

Dr. Elias specializes in conditions and diseases that affect the heart and blood vessels, such as:

- Heart valve disease
- Heart failure
- Heart attack
- Atrial fibrillation
- Coronary artery disease
- Peripheral artery disease (PAD)
- Thromboembolic disease (blood clots)
- Aneurysm

Having trained in a community-based center for Fellowship, Dr. Elias appreciates that the close-knit nature of a small community like Thibodaux fosters a strong doctor-patient relationship and chose Thibodaux Regional as this aligns with his desire to enhance the delivery of high quality care to patients.

THIBODAUX REGIONAL HEALTH SYSTEM
thibodaux.com

Needle & Thread Sewing Academy class participants show off their "monster" creations, which are stuffed fabric dolls sewed and created by class members using techniques taught by owner and instructor Brenda Clesi.

Sewing seeds of creativity in Luling with Needle & Thread Sewing Academy & Alterations

Kahlil Turner Lifestyles Editor
kturner@heraldguide.com

Luling area sewing school operator and alteration service Needle & Thread Academy and Alterations will soon move into a new commercial space on Oak Lane later this month, a testament to owner Brenda Clesi's ability to teach local students viable skills while having fun at the same time.

Clesi, 54, says she can trace her love of sewing and design she later turned into a full-fledged business to her summers spent in the Northeast during her teenage years.

"My aunt owned a fabric store in New York, so I would spend my summers there working at her fabric store," Clesi said.

It was at her aunt's store that she first learned to sew, a skill she gradually built on over the years, later sewing many of her own children's clothing and dresses herself. She began working full time with her local church in various administrative roles, and put her sewing passion on the side temporarily, occasionally diving into a craft or sewing project in her free time.

It was not until the pandemic hit when she found herself seeking an additional income source, that she began alteration work. As her alteration business progressed, her husband recognized Clesi had a passion for both teaching and sewing, and suggested she also consider combining her two loves into one, teaching sewing classes.

"So - I started teaching last August; I started with anywhere from five to seven kids for the year," Clesi said.

By word of mouth only, her business quickly grew to accomodate 20 students, with additional demand spilling over into a waiting list. She offered a student-led fashion show and later summer camps this past summer, but her home studio soon began to burst at the seams, prompting her to seek a larger space. With the help of a local business coach, she eventually settled on a new commercial location at 100 Oak Lane in Luling, which she plans to begin operating from in September.

"It's got two [main] rooms – so it's perfect for doing the sewing classes on one side, and my alterations on another side," Clesi said. "And it's right around the corner."

Her new studio will allow Clesi to now open up on Saturday, when she will offer adult sewing classes on Saturday morning, along with offering special monthly project workshops such as an upcoming October workshop focused on rustic pumpkins.

Needle & Thread Sewing Academy and Alterations features classes incorporating both sewing and design elements, allowing her students to learn basic sewing techniques which they can later apply to learning clothing construction along with clothing and fabric design.

"We start with doing embroidery stitching, [teaching students] to do hand stitching and sewing buttons," Clesi said, building on those skills later to involve hand stitching and stuffing small fabric doll creations Clesi calls "monsters."

"Then we move on to sewing machines," Clesi explained. "I try to make it fun and educational for the kids, because they're there to have fun…they're learning, but having fun."

Her sewing academy even includes its own themed fashion shows where students model their own outfits they choose fabrics for, cut out patterns and sew together. Advanced students can later move on to more advanced skills and techniques such as designing and stitching their own purses, clothing design or creating their own fabrics.

"Our [fashion show] theme this year is 'An Afternoon in Paris,' so we will have coffee and French dessert served at the coffee show," Clesi mentioned.

For more information on Needle & Thread Sewing Academy and Alterations, or for class scheduling and availability, visit owner Brenda Clesi's business page on Facebook.

REGINA H. ALLEMAND
Licensed in state of Louisiana
A REALTOR WHO CARES

CALL TODAY! 985.764.8744
CELL: 504.495.2452
116B OAK LANE • LULING, LA 70070
Visit My Website: ReginaAllemand.latter-blum.com
LATTER & BLUM INC/REALTORS Since 1916

PROPERTY SPOTLIGHT – PROPERTY SPOTLIGHT – PROPERTY SPOTLIGHT

PRICE DECREASED

330 EVELYN DRIVE
LULING

Sweet Spot! Precious updates to this convenient location between Hwy 90 and River Road! Hardwood floors in accented Den w/Fireplace. Nice size yard for outdoor entertaining. Newer roof! Floor plan is conducive for entertaining. Just "move in"! **$260,000**

NEW LISTING

1 MICHAEL DR
LULING

R-E-L-A-X and SPREAD Out! Relax in the outdoor spa looking over the Grand Ridge Golf course views! Relax with your 48 panel solar system w/battery backup and net meter that sell back to Entergy! Relax, you've got custom hurricane rated windows & shutters. Lots of Updates & Upgrades ready for Your Touch! **$435,000**

FOR SALE

199 LAKEWOOD DRIVE
LULING

Lovely 4 bdrm in Lakewood! Lots of Updates and granite counters in kitchen - Den with Fireplace and separate Living/Dining combo which could serve for multiple purposes. Newer roof - lovely engineered wood. Washer/Dryer and Refrigerator have been conveniently left. Wide yard with access and a nice Workshop/Shed out back. No carpet here! Enjoy just movin' on in! **$289,000**

PRICE DECREASED

2 SUNSET RIDGE LANE
DES ALLEMANDS

Beautiful opportunity for those who want acreage. Sellers will install water lines along Sunset Ridge Lane. Purchaser is responsible to run onto property for dwelling and private water treatment plants, etc. **$375,000**

PRICE DECREASED

888 SHAMROCK DRIVE
DES ALLEMANDS

Primed for development - Present Raw land abutting to developed areas where Utilities are available. Very small area with Wetlands. Purchaser is to satisfy themselves with SCP P&Z as to suitability of property. Lot 887 also available with 15 3/4 acres. Zoned R1B & R1AM **$550,000**

Brae'Lynn and Dylan

Elijah is ready for an adventure

Emery and Baylor snuggle together and enjoy Labor Day weekend

Ella Rose just chillin'

Nolan was ready for the LSU game

Reid and Olivia

Herald-Guide facebook MEMORIES

Photos submitted by fans of the St. Charles Herald-Guide's Facebook page.
Find us at www.facebook.com/heraldguide

Sponsored by THE ONLY LOCAL BANK IN ST. CHARLES PARISH

FREE CHECKING • FREE CHECKS • FREE GIFT
FIRST NATIONAL BANK ★U★S★A★
13386 US-90 • Boutte, LA • 985-785-8411

Myles and Mable enjoy the camp life

Avery Grace is ready for some baseball

Kellen and Kim celebrate their birthdays

Finn fishes with his best friend

Mason, Roman and Remi play in the rain

Joel on the Jourdan River

Breelynn Ortego and the Blue Moon

Classified

SERVICE, MERCHANDISE, EMPLOYMENT, GARAGE SALE, NOTICES, PET NOTICES, LOST & FOUND ADS!

/HERALDGUIDE /STCHARLESHERALD · WWW.HERALDGUIDE.COM

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

Commercial Classified Advertising Rate: Word Ads - 50¢ per word | **Classified Ads:** To submit your classified, contact Yvette Dunn at ydunn@lasmag.com

Rental

APARTMENT FOR RENT - Small Apartment for Rent $800/month + Damage deposit. Kitchen furnished, safe neighborhood, Available now. (985)331-5021

RENTALS - 3 bd 1 bath, Ama. Trailer lots for rent & Horse barn for rent. (504)559-0568

3BD/3 BATH - Brand New Rental. Call (504)390-7800 o/a

Place Your Rental / Real Estate Ad Here 985-758-2795

Real Estate

HOUSE & EXTRA LOT FOR SALE

BY OWNER, AS IS

125/127 Dixie Dr.
Des Allemands, La
(Bayou Gauche Area)
4 bd, 2 bth, 2240 Sq ft.
Lots 100x140 each
$248,000
Call: 985-665-4000

Services

Voice Lessons
Graduate of The Juilliard School
See results after the first lesson
985-722-0778

Place Your Real Estate Ad Here 985-758-2795

Services

BUSH HOGGING
(up to 100 acres)

- Industrial Plant Maintenance
- Concrete Crack & Haul
- Lots cleared & maintained
- Bobcat Service - debris haul
- Tree-removal-fenceline clearing
- Licensed Chemical Spray Applicator

Industrial-Commercial Residential
STEVE 504-554-9570

Wanted

I WANT! FIGS. CALL (504)390-7800

Place Your Merchandise Ad Here 985-758-2795

Employment

Services

MIKES ROOFING

Roofing, Patio Covers & Gutters
FREE Estimates/Insured
Locally Owned & Operated
(985) 758-2996 (504) 415-6988
Mike Dunn

Services

SIMON'S
REMODELING & RENOVATIONS
Siding, Seamless Gutters, Carpentry, Electrical, Roofing, Concrete, Brick & Stucco
We do it all from the ground up.
Full home maintenance.
Licensed and Insured!
For Estimates Call 504-812-8629

FRILOUX VENTURES LLC
CONSTRUCTION MANAGEMENT • HOME BUILDER • DESIGN
504.559.0568
504.914.8141
LICENSE #885146
TOTAL RENOVATION

Employment

LIFE CHURCH ACADEMY
(formerly Boutte Christian Academy)
13271 Hwy 90, Boutte, La 70039

Seeking to Hire:
RELIABLE Christian Based Employees
Contact (985)785-2456

FIRST NATIONAL BANK ★U★S★A★ is looking for enthusiastic individuals to join our team.

We have career opportunities in various departments:

- Lending
- Lending Assistants
- Main Corporate Office Personnel
- Electronic Banking
- Executive Assistant

Benefits Include:

- Health Insurance
- Life and Accidental Death Insurance
- Access to Aflac Insurance Plans
- 401(K) Plan with company match
- Competitive Pay
- Paid Vacations
- Paid Sick Time
- Up to eleven paid Holidays per year
- Free or discounted banking services

To apply please send resume to info@fnbusa.com or mail to P.O. Box 508, Boutte, LA 70039 or apply in person at 13386 Hwy 90, Boutte, LA 70039

Employment

ST. CHARLES PARISH PUBLIC SCHOOLS

St. Charles Parish Public Schools is soliciting applications for future employment of certified teachers.

View vacant positions as well as positions being filled by retired teachers on the school district's website: www.stcharles.k12.la.us.

ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:
DIRECTOR OF TRANSPORTATION
Center Office

Initial Deadline: September 19, 2023
WILL REMAIN OPEN UNTIL FILLED

View position notice on the school district's website:
www.stcharles.k12.la.us or call (985)785-3110
Effective 2023-24 School Year

ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:
Special Education Paraeducator
Hahnville High School

Initial Deadline: September 12, 2023
WILL REMAIN OPEN UNTIL FILLED

View position notice on the school district's website:
www.stcharles.k12.la.us or call (985)785-3110
Effective 2023-24 School Year

ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:
Paraeducator
Luling Elementary School

Initial Deadline: September 8, 2023
WILL REMAIN OPEN UNTIL FILLED

View position notice on the school district's website:
www.stcharles.k12.la.us or call (985)785-3110
Effective 2023-24 School Year

ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:
MIDDLE SCHOOL MATH TEACHER
J.B. Martin Middle School

Initial Deadline: September 5, 2023
WILL REMAIN OPEN UNTIL FILLED

View position notice on the school district's website:
www.stcharles.k12.la.us or call (985)785-3110
Effective 2023-24 School Year

Prayers

Behold The Lamb Of God!

Beloved, behold the Lamb of God. Eternity will reveal all to us when this life is over. Eyes have not seen, nor ears heard all our Savior has for us when we get to Heaven. Be sure you, you know for sure! This life for all of us will be over soon. Eternity faces everyone. No escape. No excuse. Soon time will be no more. What will you say when we meet our Savior who has His arms opened wide to accept us if we only call on Him now? Lord, help us all to be honest & obey You always. We shall all be Judged one day. Be ready to face, "The Great Judge", is my prayer to all.
Amen to that.

Edna Matherne

PLACE YOUR CLASSIFIED AD FOR LESS THAN YOU THINK

For more information
Contact Yvette Dunn
985-758-2795
or ydunn@lasmag.com

HERALD GUIDE

Legals

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

/HERALDGUIDE /STCHARLESHERALD · WWW.HERALDGUIDE.COM

ST. CHARLES PARISH PUBLIC NOTICES

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

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

Mary K. Clulee
Councilwoman, District II
504-330-3237
mclulee@stcharlesgov.net

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

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

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

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

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

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

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

Public Notice

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4th Floor Conference Center, Baton Rouge, Louisiana 70802 until 2:00 P.M., **Tuesday, October 3, 2023.**

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY THE COASTAL PROTECTION AND RESTORATION AUTHORITY OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: **LaBranche Shoreline Protection Project**
St. Charles Parish, Louisiana

PROJECT NUMBER: **PO-0194**

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from http://coastal.la.gov/resources/rfps-rsiqs-contracts/bids/. Printed copies can also be obtained from:

COASTAL PROTECTION AND RESTORATION AUTHORITY (CPRA)
150 Terrace Avenue
Baton Rouge, LA 70802
Attn: Sharissa Felder
E-mail: cpra.bidding@la.gov Phone: (225) 342-0811 Fax: (225) 800-5599

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

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

A NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD at
10:00 AM on Tuesday, September 19, 2023 at 150 Terrace Avenue, Baton Rouge, LA 70802
and via Zoom webinar at: https://us06web.zoom.us/j/89392818782
Meeting audio may be accessed through your computer/device. If your computer/device does not have audio, meeting audio can be accessed via phone with the following call-in information:
Conference Line Phone Number: (636) 651-3142; Conference code: 763667

Contact Travis Moore at (225)342-4737 with any questions or issues related to the webinar link.

It is the responsibility of all potential bidders to visit the jobsite to access the location, logistics, and site conditions prior to bidding.

Bids shall be accepted from Contractors who are licensed under LA R.S. 37:2150-2192 for the classification of **Heavy Construction**. In accordance with LA. R.S. 37:2163(D), anyone objecting to the classification must send a certified letter to both the Louisiana State Licensing Board for Contractors and the CPRA at the address listed above. The letter must be received no later than ten (10) working days prior to the day on which bids are to be opened.

Bidder is required to comply with provisions and requirements of LA R.S.38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) calendar days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section; and those stated in the bidding documents shall not be waived by any entity.

When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission or the availability of federal or other funds. The State shall incur no obligation to the Contractor until the Contract between Owner and Contractor is fully executed.

Coastal Protection and Restoration Authority is a participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned (LaVet) Small Entrepreneurships Program. Bidders are encouraged to consider participation. Information is available from Coastal Protection and Restoration Authority or on its website at http://www.coastal.la.gov/.

STATE OF LOUISIANA, COASTAL PROTECTION AND RESTORATION AUTHORITY
GREGORY M. GRANDY, DEPUTY EXECUTIVE DIRECTOR

Publish: August 31, September 7 & 14, 2023

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON SEPTEMBER 7, 2023 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

2023-19-HOP requested by **Charlene Jacobs** for a home occupation – "Fruits Galore LLC" (mobile food trailer) – at **1017 Kinler Street, Luling.** Council District 7.
2023-12-MIN requested by **Louis G. Authement** for a resubdivision of one lot into five, **Grand Bayou Road, Des Allemands**. Zoning District R-1A(M). Council District 4.
2023-12-R requested by **Arthur and Barbara Blue** for a change of zoning from C-2 to R-3 on Lots M-1, M-2, and M-3, Tracts 8, 9, and 10, Elkinsville Subdivision, **near the intersection of Turtle Creek Lane and Adams Drive, St. Rose**. Council District 5.
2023-13-R requested by **Roger Landry** for a change of zoning from R-1A to R-1A(M) on Lots 1B1, **519 Willow Street, Boutte**. Council District 4.
2023-14-R requested by **Ashton Plantation Estates, LLC** for a change of zoning from C-3 to R-1A on approximately 16.5 acres of Lot 118A, Ashton Plantation, **Ashton Plantation Boulevard, Luling**. Council District 7.
2023-4-SPU requested by **Drake Badeaux** for an R-1A use in a C-3 zoning district on Lot 89A-1A-2, Couteau de France or Ranson Tract, **16528 Highway 90, Des Allemands.** Council District 4.
2023-2-ORD requested by **Matthew Jewell, Parish President / Dept. of Public Works** to amend the Subdivision Regulations of 1981 to update the requirements for street light fixtures.

ALTERNATE DATE: 9/14
PUBLISH: 8/24, 8/31, 9/7

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, SEPTEMBER 11, 2023, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2023-0229 (8/28/23, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Primrose Canal Cleaning and Improvements (Project No. P210202), in the not to exceed amount of $26,000.00.
2023-0234 (8/28/23, Jewell, D. Foret)
An ordinance approving and authorizing the execution of a Contract with Sage Construction, LLC, for the Rathborne Park Development Restroom Facility (Project No. RECRR2023), in the amount of $351,000.00.

PUBLISH: August 31, 2023
September 7, 2023

Public Notice

REQUEST FOR PROPOSALS
ST. CHARLES PARISH, STATE OF LOUISIANA
DISASTER RECOVERY SERVICES

St. Charles Parish is hereby soliciting the submittal of Proposals from Contractors interested in providing **Disaster Recovery Services to St. Charles Parish** under **Project No. EMG-X-23-1010** as follows:
Contract Owner: **St. Charles Parish**
Contract Name: **EMG-X-23-1010 Contract for Disaster Recovery Services**
Principal Work Location: The Contract Work will be located generally throughout the entire Parish and surrounding areas if applicable.
Description of the Basic Work: The Contract Work comprises the response to disaster recovery services at multiple sites throughout St. Charles Parish until December 31, 2026 with two (2) one (1) year extension options.
Proposals: Eligible firms must have demonstrated experience in managing FEMA reimbursable emergency and recovery services projects. Individual Request for Proposal packages are available for the service stated above.
St. Charles Parish will receive proposals from Proposers having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by St. Charles Parish may be included elsewhere in the solicitation. This solicitation may result in the awarding of certain items of work to support work being performed by others under existing contracts. There is no guarantee that all work items will be assigned or that the successful proposer will be the first assigned to perform the services. The items associated with establishment of base camp activities will be considered the primary responsibility of the successful proposer under this contract and will be the first respondent if work is required.
The Proposer may be required before the award of any contract to show to the complete satisfaction of St. Charles Parish that it has the necessary facilities, ability, and financial resources to provide the services therein in a satisfactory manner. The Proposer may also be required to give a past history and references in order to satisfy St. Charles Parish in regard to the Proposer's qualifications. St. Charles Parish may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to St. Charles Parish all information for this purpose that may be requested. St. Charles Parish reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy St. Charles Parish that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein.
In order for your Proposal to be considered, proposals (one original and six copies) must be received by the ST. CHARLES PARISH PROCUREMENT OFFICE, Parish of St. Charles, Louisiana, 15045 River Road, Court House Building, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, **no later than 2:00 PM, local time on September 21, 2023. Electronic copies will not be accepted.**

Run Advertisement on the following dates:
Thursday, August 24, 2023
Thursday, August 31, 2023
Thursday, September 07, 2023

Public Notice

ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON SEPTEMBER 21, 2023 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:
2023 29 ZBA requested by **Darryl Nickerson** to reduce the required setbacks for a carport at **505 Turtle Creek Lane, St. Rose.** Zoning District R-1A. Council District 5.
2023 30 ZBA requested by **Sheila Pierre Louis** to reduce the required setbacks for a carport at **1154 Luling Estates Drive, Luling**. Zoning District R-1A. Council District 7.
2023 31 ZBA requested by **Ryan Espey** to reduce the required construction elevation at **3067 Highway 306** Des Allemands. Zoning District R-1A. Council District 4.
2023 32 ZBA requested by **Lloyd Frickey** to reduce the required construction elevation at **110 Luke Drive, Des Allemands**. Zoning District R-1A(M). Council District 4.
2023 33 ZBA requested by **Jo Ann Hunter** to reduce the required construction elevation at **145 J.B. Green, Des Allemands**. Zoning District R-1A(M). Council District 4.
2023 34 ZBA requested by **David Muskevitsch** to reduce the required construction elevation at **15207 Highway 90, Paradis** Zoning District C-3. Council District 4.
2023 35 ZBA requested by **TyShiaka Harrison** to reduce the required setbacks for a mobile home at **116 Kenner Lane, Montz**. Zoning District R-1A(M). Council District 6.

ALTERNATE DATE: 9/28
PUBLISH 9/7, 9/14, 9/21

Public Notice

Notice to the Public

Notice is hereby given that on September 1, 2023 the 2023 Assessment List shall be certified to the St Charles Parish Council as the Board of Review.

The St. Charles Parish Council will sit as a Board of Review for the 2023 Tax Roll, for a 15 day period, beginning September 11, 2023 and ending September 25, 2023. The Public Hearing for the Board of Review will be held Monday, September 25, 2023 at 6:00 p.m. in the Council Chambers of the St. Charles Parish Courthouse, 15045 River Road in Hahnville, Louisiana.

The Board of Review shall consider the written protest of any taxpayer desiring to be heard, provided a written appeal using Form 3101 Appeal to the Board of Review, has been filed in the St. Charles Parish Council Office, 15045 River Road, P. O. Box 302, Hahnville, LA 70057, no later than 4:00 p.m., Monday, September 18, 2023. Said written appeal must be received either by hand delivery, by Certified Mail or facsimile transmission to 985-783-2067.

PLEASE NOTE: You must submit all information concerning the value of your property to your assessor before the deadline for filing an appeal with the Board of Review. The failure to submit such information may prevent you from relying on that information should you protest your value.

Tab Troxler, Assessor

St. Charles Parish Assessment District

Publish: St. Charles Herald – Guide, September 7, 2023 & September 14, 2023

Public Notice

The River Road Historical Society is applying to the St. Charles Parish Sheriff's Office for a permit to conduct the 2023 Destrehan Plantation Fall Festival to be held at 13034 River Road, Destrehan, LA 70047 on November 11 & 12, 2023 in the parish of St. Charles. Alcohol will be served at the event. The times of the festival are:
Saturday, November 11, 2023, 9:00am till 4:00pm
Sunday, November 12, 2023, 9:00am till 4:00pm

Publish on August 31, 2023 & September 7, 2023

Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of **Low and High** alcoholic content at retail in the Parish of St. Charles at the following address:
DAT Grill, LLC
13527 River Road, Suite A
Luling, Louisiana 70070
Member/Owner: Larry Sweeney, Jr.

PUBLISH: August 31 & September 7, 2023

Public Notice

Anyone knowing the whereabouts of **SHELLY DWIGHT TATE's Heirs or Descendents**, Please contact Don Paul Landry, APLC, Attorneys, at 1308 Paul Maillard Road/PO Box 21 70070 or by calling 985-785-5494.

Publish: September 7 and 14, 2023

Public Notice

Anyone knowing the whereabouts of **DERON L. SMITH**, or the heirs and descendents of **JAMES SMITH, JR.** or **YVONNE S. GAUDET**, Please contact Don Paul Landry, APLC, Attorneys, at 1308 Paul Maillard Road/PO Box 21 70070 or by calling 985-785-5494.

Publish: September 7 and 21, 2023

Public Notice

Family Dollar Stores of Louisiana, LLC dba Family Dollar #25592 is applying for a permit to sell retail packaged beer & wine products of low and light content at the following address: 10982 River Road, Saint Rose, LA 70087"

Owner: Family Dollar Stores of Louisiana, LLC
Trade Name/DBA: Family Dollar #25592
Business Address: 10982 River Road, Saint Rose, LA 70087
Corporate Address: 500 Volvo Parkway, 8th Floor, Chesapeake, VA 23320
Corporate Officer: Harry Spencer
Manager: Tonya Williams

Publish: September 7 & 14, 2023

Public Notice

ST. CHARLES PARISH

ST. CHARLES PARISH PROCUREMENT OFFICE

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
(985) 783-5000• FAX: (985) 308-1933
Website: www.stcharlesparish-la.gov • srochelle@stcharlesgov.net

MATTHEW JEWELL
PARISH PRESIDENT

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:
11:00 A. M., THURSDAY, SEPTEMBER 28, 2023

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3400, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3rd FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: https://www.centralbidding.com FOR: **2024 YEARLY BIDS:**

114 – DISTRIBUTION SERVICE MATERIALS
122 – SUBMERSIBLE FLYGT PUMPS
123 – SUBMERSIBLE GORMAN RUPP PUMPS
124 – SUBMERSIBLE HYDROMATIC PUMPS
125 – WASTE WATER COLLECTION SUPPPLIES
126 - WATER SERVICE CONNECTION FITTINGS

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

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

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

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
SEPTEMBER 07, 2023
SEPTEMBER 14, 2023

Public Notice

You and I... We are

ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

DESTREHAN HIGH SCHOOL
CAREER AND TECHNICAL EDUCATION FACILITY IMPROVEMENTS PROJECT

Bids will be received at the **St. Charles Parish School Board**, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at **2:00 P.M., LOCAL TIME, Thursday, September 28, 2023,** at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

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

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

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

All other questions regarding the scope of work of the project should be directed to the Project Architect in writing via email only: tabb@murrayarchitects.net.

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held at the St. Charles Parish School Board Dufresne Conference Room, 13855 River Road, Luling, LA on Thursday, September 21, 2023, at 2:00 p.m. Attendance at this pre-bid conference is Mandatory.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: August 31, 2023
September 7, 2023
September 14, 2023

St. Charles Parish Public Schools
Arthur A. Aucoin, President
Dr. Ken Oertling, Superintendent
13855 River Road
Luling, LA 70070

Public Notice

To be published Thursday, September 7, 2023 in the LEGAL SECTION of the St. Charles Herald

PUBLIC HEARING NOTICE

St. Charles Parish
Louisiana Disaster Recovery Community Development Block Grant Program
Resilient Communities Infrastructure Program and Hometown Revitalization Program

St. Charles Parish will hold a public hearing at 5:30 p.m. on Wednesday, September 20, 2023, in the Parish Council Chambers, St. Charles Parish Courthouse, 15045 Highway 18, Hahnville, Louisiana.

The purpose of the hearing is to obtain public views on the post-disaster long-term economic recovery, restoration of infrastructure, and mitigation priorities and needs within St. Charles Parish; and, to discuss the submission of a proposal for funding under the Resilient Communities Infrastructure Program and the Hometown Revitalization Program.

At a minimum, the following items will be discussed at the hearing:

1. The amount of federal HUD CDBG-DR funds available for proposed disaster recovery and resiliency programs;
2. The range of activities available that may be undertaken, including the estimated amount of funds proposed to be used for activities that will benefit persons of low and moderate income and in Disadvantage Communities; and,
3. The proposed projects under the two programs for use of St. Charles Parish's Disaster Recovery CDBG funds provided through the State of Louisiana Office of Community Development.

All citizens, particularly persons of low and moderate income and residents of blighted areas and areas in the Parish impacted by Louisiana's Hurricane Ida and the May 2021 Severe Storms, are encouraged to submit their views and proposals at this meeting.

Accommodations will be made for persons with disabilities and non-English speaking persons provided those persons request said accommodations through the contact given below three (3) days prior to the hearing.

Those who wish to or are unable to attend this hearing may review the presentation on the parish website and submit views in the Survey at the QR code below or at the following link https://www.cognitoforms.com/CSRS1/HurricaneIdaRecoveryPrioritiesSurvey3, or in writing for 7 calendar days after the hearing date, through September 27, 2023. Citizen input is to be sent to:

Ms. Carla A. Chiasson
Grants Officer
St. Charles Parish
Post Office Box 302
Hahnville, Louisiana 70057
(985) 783-5000
Parish Website: https://www.stcharlesparish.gov/residents/grants

St. Charles Parish may also be reached through the LA Relay Communications System at the following numbers:

Access #'s:
Voice Users: 1-800-947-5277
Speech to Speech: 1-888-272-5530
TTY Users: 1-800-846-5277
Spanish/Español: 1-800-737-1813
Email: larelay@hamiltonrelay.com

This service is free of charge.

Publication Date: Thursday, September 7, 2023

Public Survey

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of ENGINEER'S CANAL PHASE 1 BANK STABILIZATION PROJECT NO. P190301 as follows:

Owner: **St. Charles Parish**

Project Title: ENGINEER'S CANAL PHASE 1 BANK STABILIZATION

Project No.: PARISH PROJECT NO. P190301

Principal Work Location: NORCO, LA

Description of Basic Work: Install a new sheet pile bulkhead along Engineer's Canal, Approximately 500 LF

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 10:00 a.m. local time on October 3, 2023**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Shread-Kuyrkendall and Associates, Inc., 13000 Justice Avenue, Suite 16, Baton Rouge, LA 70816 (PHONE 225-296-1335, FAX 225-296-1338.

A payment of $ 300.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on September 19, 2023 at 10:00 a.m. the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **non-mandatory**.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, September 07, 2023
Thursday, September 14, 2023
Thursday, September 21, 2023

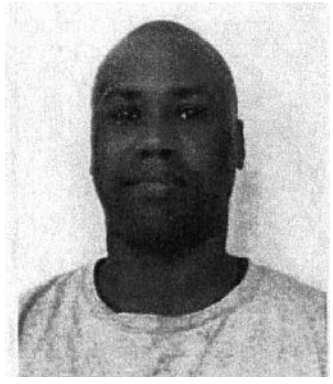
St. Charles HERALD GUIDE

We're the Heart of St. Charles Parish

- News
- Lifestyles
- People
- Classifieds
- Sheriff Sales
- Sports

To subscribe, call 1-800-538-4355 or visit www.heraldguide.com

Public Notice



I, **Bernell Brudzinski Nedd**, have been convicted of Indecent Behavior with Juvenilles, Date of Conviction: 11/05/2010. My address is: 167 Ridge Rd., Apt E., Des Allemands, La. 70030 .

RACE: Black
SEX: Male
DOB: 06/11/1985
HGT: 5'11"
WGT: 207
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: August 31 & September 7, 2023

Public Notice

I, **Johnathan J. Pherigo**, have been convicted of Carnal Knowledge of a Juvenille, Date of Conviction: 04/06/2015. My address is: 14349 Old Spanish Trail, Paradis, La. 70080

RACE: White
SEX: Male
DOB: 01/01/1993
HGT: 5'9"
WGT: 170
HAIR COLOR: Blonde
EYE COLOR: Blue

PUBLISH: September 7 & 14, 2023

Public Notice

PUBLIC NOTICE
REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

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

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

Hahnville Heights, LLC
373 Smith St., Apt. 1, Hahnville, LA 70057
Lot 5
Block 14
Subdivision: Village of Hahnville
Nature of violation: Grass cutting & removal of debris

Bonny G. Friloux
136 Red Gros Ln., Paradis, LA 70080
Lot 4A
Block 8
Subdivision: Paradis Farm Lots – P"
Nature of violation: Grass cutting & removal of debris

Reka McClendon, Victor Ranson III
225 Lincoln St., Hahnville, LA 70057
Lot 6B
Block 9
Subdivision: Village of Hahnville
Nature of violation: Grass cutting & removal of debris

Boutte FD, LLC
13566 Hwy. 90, Boutte, LA 70039
Lot 1-A
Subdivision: Ford Subd. - Highway"
Nature of violation: Grass cutting & removal of debris

Edward Lagrue
380 Post St., Unit A, Killona, LA 70066
Lot A19
Block 19
Subdivision: Vicknair Prop.
Nature of violation: Grass cutting & removal of debris

Minnon Cannon
301 Post St., Killona, LA 70066
Lot B27
Block 27
Subdivision: Vicknair Prop.
Nature of violation: Grass cutting & removal of debris

Carl Scott
295 Post St., Killona, LA 70066
Lot C26
Block 26
Subdivision: Vicknair Prop.
Nature of violation: Grass cutting & removal of debris

PUBLISH: September 7, 2023

Public Notice

ORDINANCES ADOPTED AT THE MEETING OF AUGUST 14, 2023, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.

St. Charles Parish

Meeting Minutes

Parish Council

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

Final

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

Monday, August 14, 2023 **6:00 PM** **Council Chambers, Courthouse**

ATTENDANCE

Present 9 - Beth A. Billings, Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Cormier

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Chief Administrative Officer Mike Palamone, Chief Operations Officer Darrin Duhe, Director of Communications/Public Information Officer Samantha de Castro, Public Works Director Miles Bingham, Planning & Zoning Director Michael Albert, Waterworks Director Gregory Gorden, Parks and Recreation Director Duane Foret, Blaine Faucheux, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Charles Johnson, Sr.
Mount Zion Community Church, Boutte

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Bellock, to approve the minutes from the regular meeting of July 31, 2023. The motion carried by the following vote:

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

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2023-0204

In Recognition: Robert Tranchant, Jr., 100th Birthday

Sponsors: Ms. Fonseca

Read

2023-0205

In Recognition: Mr. Donnie White

Sponsors: Mr. Dufrene

Read

2023-0206

In Recognition: Lori Lyons, Louisiana Sports Hall of Fame Inductee

Sponsors: Mr. Fisher

Read

2023-0207

In Recognition: Kenny Wenning, Jr., St. Charles Parish Communications District

Sponsors: Mr. Fisher

Read

2023-0208

Proclamation: "National Fentanyl Prevention and Awareness Day"

Sponsors: Ms. Billings

Read

2023-0217

In Recognition: New Orleans DFC UY-17 Girls Soccer Team

Sponsors: Mr. Jewell

Public comment opened on the deviation; no public comment

A motion was made by Councilmember Fisher, seconded by Councilmember Darensbourg Gordon, to deviate from the regular order of the agenda to take up File No. 2023-0217; a matter not on the agenda. The motion carried by the following vote:

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

Nay: 0

Deviated

Read

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

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

Nay: 0

Returned

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2023-0209

St. Charles Council on Aging, Inc.

Ms. April Keller, Executive Director, reported.

Chairman Billings spoke on the matter.
Ms. Keller spoke on the matter.

Reported

2023-0210

Department of Waterworks

Waterworks Director Gregory Gorden reported.

Mr. Gorden invited Ms. Melanie Caillouet, Project Manager, All South Consulting Engineers, to the podium to speak on the matter.
Ms. Caillouet spoke on the matter.
Councilwoman Fonseca spoke on the matter.
Ms. Jessica Naquin, Billing Coordinator, Waterworks, spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Councilman Dufrene spoke on the matter.
Councilwoman Darensbourg Gordon spoke on the matter.
Mr. Gorden spoke on the matter.
President Jewell spoke on the matter.
Councilman Fisher spoke on the matter.
Councilwoman Bellock spoke on the matter.

Reported

Councilwoman Fisher-Cormier departed the meeting.

2023-0211

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Councilwoman Darensbourg Gordon 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,AUGUST 28, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0212

An ordinance approving and authorizing the Parish President to execute a Lease Agreement with D.J.V., LLC for the River Parishes Workforce Development Board Office in St. Charles Parish.

Sponsors: Mr. Jewell and General Government Buildings

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2023

2023-0214

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-1 to R-1A on Lots 1-A and a portion of 2-A as shown on the survey by R.P. Bernard, PLS dated March 19, 1996, 138 & 164 Schexnaydre Lane, Hahnville, as requested by Parish President Matthew Jewell at the recommendation of the Planning and Zoning Department.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2023

2023-0215

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to C-2 on Lots 28, 29, and portions of 30, 31, 32, and 33, Square 4, Goodhope Annex as shown on the survey by Stephen P. Flynn, PLS dated August 11, 2022, 191, 195, and 199 Goodhope Street, Norco, as requested by Malcolm Darensbourg for M.A.D. III, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2023

2023-0216

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for Road Maintenance 2022-23 (Project No. P220501), in the not to exceed amount of $40,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2023

2023-0218

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 8, Elections, Section 8-2. Visible Voting Precinct Boundaries and Polling Places to merge voting precincts.

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

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2023

2023-0219

An ordinance approving and authorizing the execution of a Professional Services Agreement with Murray Architects Inc., to perform architectural, conceptual design, and construction management, etc. for the St. Charles Parish Courthouse 1st Floor Renovation (Project No. GBCH023), for a period of 12 months, in the not to exceed amount of $217,685.00.

Sponsors: Mr. Jewell and General Government Buildings

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2023

PLANNING AND ZONING PETITIONS

2023-0195

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-3 to R-1A(M) on Lot 5, Block C, Boots Subdivision as shown on the survey by E. M. Collier dated August 12, 1968, 429 Good Children Street, Boutte, as requested by Melanie Johnson.

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.

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Fisher-Cormier

Enactment No: 23-8-1

2023-0196

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-3 to M-1 on two triangular lots designated a portion of Lots 7, 8, & 9 of the John Lambert Tract, or Lots 55, 56, 57, and 58, Almedia Townsites Section "A" as shown on the survey by Cody A. DiMarco, PLS dated December 16, 2020, 275 I-310 Service Road, St. Rose, as requested by Conrad Frey for Southern Trucking & Transportation, 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.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Albert spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Fisher-Cormier

Enactment No: 23-8-2

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2023-0194

An ordinance to amend the Code of Ordinances to revise Chapter 15, Motor Vehicles and Traffic, Section 15-9. Speed Limits (a) to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to raise the speed limit on **Riverwood Drive in Riverwood Estates, St. Rose, to twenty (20) miles per hour**.

Sponsors: Ms. Bellock

Reported:
Councilwoman Bellock Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Fisher-Cormier

Enactment No: 23-8-3

2023-0203

An ordinance approving and authorizing the execution of a Contract with Quality Court Industries, LLC, for improvements to the West Bank Bridge Park Tennis and Pickleball Courts (Project No. RECWBI22) in the amount of $435,132.00.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Reported:
Parks and Recreation Department Recommended: Approval
Parks and Recreation Director Duane Foret spoke on the matter.

Speakers:
Coach Crystal Cantrelle, Luling

Public Hearing Requirements Satisfied

Council Discussion
Mr. Foret spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Fisher-Cormier

Enactment No: 23-8-4

PERSONS TO ADDRESS THE COUNCIL

2023-0213

Ms. Mary (Becky) Thomas: Air Quality Issue from Mid-stream offloading of Bulk Concrete

Chairman Billings stated Ms. Thomas was unable to attend the meeting.

Not Heard

APPOINTMENTS

2023-0191

A resolution appointing a member to the St. Charles Parish Communications District representing the St. Charles Parish Council.

Nominee:
Councilman Fisher nominated Mr. Michael Heath

Nomination(s) Accepted

A motion was made by Councilmember Gibbs, seconded by Councilmember Fonseca, Close Nomination(s) for File No. 2023-0191. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Fisher-Cormier

Nomination(s) Closed

2023-0192

A resolution appointing a member to the Industrial Development Board.

Nominees:
Councilwoman Fonseca nominated Mr. Timothy J. Vial
Councilwoman Bellock nominated Ms. Jahida Lewis-Crawford

Nomination(s) Accepted

A motion was made by Councilmember Fisher, seconded by Councilmember Clulee, Close Nomination(s) for File No. 2023-0192. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Fisher-Cormier

Nomination(s) Closed

2023-0193

A resolution appointing a member to the Industrial Development Board.

Nominee:
Councilwoman Fonseca nominated Mr. Billy Raymond

Nomination(s) Accepted

A motion was made by Councilmember Clulee, seconded by Councilmember Fisher, Close Nomination(s) for File No. 2023-0193. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Fisher-Cormier

Nomination(s) Closed

Councilwoman Clulee thanked all qualifying candidates and wished them good luck on their races for the upcoming St. Charles Parish elections.

ADJOURNMENT

A motion was made by Councilmember Fisher, seconded by Councilmember Dufrene, to adjourn the meeting at approximately 7:38 pm. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Fisher-Cormier

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Michelle Impastato
Council Secretary

Publish: September 7, 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, AUGUST 28, 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.

2023-0214
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 23-8-5

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-1 to R-1A on Lots 1-A and a portion of 2-A as shown on the survey by R.P. Bernard, PLS dated March 19, 1996, 138 & 164 Schexnaydre Lane, Hahnville, as requested by Parish President Matthew Jewell at the recommendation of the Planning and Zoning Department.

WHEREAS, Parish President Matthew Jewell at the recommendation of the Planning and Zoning Department requests a rezoning from C-1 to R-1A on Lots 1-A and a portion of 2-A as shown on the survey by R.P. Bernard, PLS dated March 19, 1996, 138 & 164 Schexnaydre Lane, Hahnville; and,

WHEREAS, the Planning and Zoning Department recommended approval of the request; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting on August 3, 2023.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from C-1 to R-1A on Lots 1-A and a portion of 2-A as shown on the survey by R.P. Bernard, PLS dated March 19, 1996, 138 & 164 Schexnaydre Lane, Hahnville, as requested by Parish President Matthew Jewell at the recommendation of the Planning and Zoning Department.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-1 to R-1A on Lots 1-A and a portion of 2-A as shown on the survey by R.P. Bernard, PLS dated March 19, 1996, 138 & 164 Schexnaydre Lane, Hahnville, as requested by Parish President Matthew Jewell at the recommendation of the Planning and Zoning Department.

SECTION III. The Department of Planning and Zoning is authorized to make the corresponding amendment to the Future Land Use Map, adopted by the Planning Commission as part of the 10-year update to the St. Charles 2030 Comprehensive Plan under Resolution 2022-1-RES and with support from the St. Charles Parish Council under Resolution No. 6688, from Commercial to Low-Moderate Residential.

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

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

And the ordinance was declared adopted this 28th day of August, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Byrd Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: August 29, 2023
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: August 29, 2023
AT: 3:27pm RECD BY:

2023-0215
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 23-8-6

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to C-2 on Lots 28, 29, and portions of 30, 31, 32, and 33, Square 4, Goodhope Annex as shown on the survey by Stephen P. Flynn, PLS dated August 11, 2022, 191, 195, and 199 Goodhope Street, Norco, as requested by Malcolm Darensbourg for M.A.D. III, LLC.

WHEREAS, Malcolm Darensbourg for M.A.D. III, LLC requests a rezoning from R-1A to C-2 on Lots 28, 29, and portions of 30, 31, 32, and 33, Square 4, Goodhope Annex as shown on the survey by Stephen P. Flynn, PLS dated August 11, 2022, 191, 195, and 199 Goodhope Street, Norco; and,

WHEREAS, the Planning and Zoning Department recommended approval of the request; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting on August 3, 2023.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A to C-2 on Lots 28, 29, and portions of 30, 31, 32, and 33, Square 4, Goodhope Annex as shown on the survey by Stephen P. Flynn, PLS dated August 11, 2022, 191, 195, and 199 Goodhope Street, Norco, as requested by Malcolm Darensbourg for M.A.D. III, LLC.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A to C-2 on Lots 28, 29, and portions of 30, 31, 32, and 33, Square 4, Goodhope Annex as shown on the survey by Stephen P. Flynn, PLS dated August 11, 2022, 191, 195, and 199 Goodhope Street, Norco, as requested by Malcolm Darensbourg for M.A.D. III, LLC.

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

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

And the ordinance was declared adopted this 28th day of August, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Byrd Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: August 29, 2023
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: August 29, 2023
AT: 3:27pm RECD BY:

2023-0212
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)
ORDINANCE NO. 23-8-7

An ordinance approving and authorizing the Parish President to execute a Lease Agreement with D.J.V., LLC for the River Parishes Workforce Development Board Office in St. Charles Parish.

WHEREAS, the St. Charles Parish office of the River Parishes Workforce Development Board is currently located at 737 Paul Maillard Road, Suite A-1 in Luling; and,

WHEREAS, the current lease expires on September 30, 2023 and it is the desire of the Parish Council to approve a lease in the same location.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the lease between D.J.V., LLC and St. Charles Parish for office space to house the River Parishes Workforce Development Board is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 28th day of August, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [signature]
SECRETARY: [signature]
DLVD/PARISH PRESIDENT: August 29, 2023
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: [signature]
RETD/SECRETARY: August 29, 2023
AT: 3:27pm RECD BY: [signature]

WITNESSETH:

LEASED PREMISES: In consideration of the rental stated herein and their mutual covenants, LESSOR leases to LESSEE and LESSEE leases from LESSOR, on the terms and conditions herein, the following described premises. 737 PAUL MALLARD ROAD, SUITE "A-I " of the VILLAGE SQUARE SHOPPING CENTER hereafter referred to as the "LEASED PREMISES".

1. TERMS: The term of this lease is 6 months commencing October 01, 2023, and expiring April 01, 2024. The effective date of this lease will be October 1, 2023.

2. EARLY OCCUPANCY: The parties agree that LESSEE is to occupy the premises on N/A which is the commencement date of this lease, for the purposes of conducting installations and alterations to the leased premises. Rent does not commence until the effective date.

3. DELAYED POSSESSION: In the event the LEASED PREMISES are not ready for occupancy by the commencement date, due to causes beyond LESSORS control, the commencement date will be the date of actual occupancy and the expiration date shall remain unchanged. Provided however, if the delay in occupancy exceeds 60 days, LESSEE, at his option, may cancel this lease.

4. RENTAL: LESSEE agrees to pay to LESSOR, without deduction, set off, prior notice or demand, rental during said term payable on the FIRST DAY OF EACH MONTH in advance as follows, One thousand five hundred dollars ($1,500.00), which include property taxes and insurance. Monthly rental payments shall be due and payable on or before the first day of each calendar month beginning on the "effective date" during the demised term provided. If the "effective date" should be a date other than the first day of a calendar month, the monthly rental set forth above shall be prorated to the end of that calendar month and all succeeding installments of rent shall be payable on or before the first day of each succeeding calendar month during the demised term. All rentals due under this lease are payable to the order of DJV LLC and delivered to LESSOR at P.O. BOX 47 LULING LA 70070 or as LESSOR or his succession representative may hereafter from time-to-time designate in writing.

5. SECURITY DEPOSIT: On the date of execution of this lease by LESSEE, there shall be due and payable by LESSEE a security deposit in an amount of N/A to be held for the performance by LESSEE of LESSEE'S covenants and obligations under this lease, it being expressly understood that the deposit shall not be considered an advance payment of rental or a measure of LESSOR's damage in case of default by LESSEE or breach by LESSEE or LESSEE'S covenants under this lease. Such security deposit will be held by LESSOR without interest and LESSEE hereby pledges such deposit to LESSOR and grants LESSOR a continuing, unconditional security interest in such deposit to secure the full payment be LESSEE of all sums due under this lease and the full performance by LESSEE of all of its obligations hereunder. LESSOR may, from time-to-time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of rent and/or damage, injury, expense or liability caused to LESSOR by the event of default or breach covenant, any remaining balance of the security deposit to be returned by LESSOR to LESSEE upon termination of this lease.

6. PURPOSE & USE: LESSEE shall occupy the LEASED PREMISES throughout the full term of the lease and the principal business to be conducted is described as PARISH OFFICE but for no other purpose that is illegal nor in any manner creating a nuisance or trespass. Neither sidewalks nor loading docks or any other outside area shall be used for sale, storage or display in any manner whatsoever. LESSEE agrees to comply with (and to indemnify LESSOR from any violation thereof) all laws or ordinances relative to LESSEE'S use of the LEASED PREMISES.

7. COMPLIANCE WITH LAWS & REGULATIONS: LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary of any such use. LESSEE shall comply with all governmental laws, ordinances and regulations applicable to the use of the LEASED PREMISES and shall promptly comply with all governmental orders and directives for the corrections, preventions and abatement of nuisances in, upon or connected with LEASED PREMISES, all at LESSEE'S sole expense. Without LESSOR'S prior written consent, LESSEE shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly flammable or considered to be a HAZARDOUS MATERIAL (see Hazardous Material below). LESSEE will not permit the LEASED PREMISES to be used for any purpose or in any manner which would render the insurance thereon void or the insurance risk more hazardous.

8. HAZARDOUS MATERIALS: As used in this lease, the term Hazardous Material means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of hazardous substances, hazardous waste, hazardous materials, or toxic substances now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitations petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. LESSEE shall not cause or permit any "hazardous material" to be generated, produced, brought upon, used, stored, treated or disposed of in or about the LEASED PREMISES by LESSEE, its agents, employees, contractors, sub-lessees or invites without the prior written consent of LESSOR. LESSOR shall be entitled to take into account such other factors or facts LESSOR may reasonably determine to be relevant in determining whether to grant or withhold consent to LESSEE'S proposed activity with respect to "hazardous materials". In no event, however, shall LESSOR be required to consent to the installation or use of any storage tanks on the property.

9. ACCEPTANCE OF PREMISES - CONDITION & SUITABILITY: LESSEE hereby accepts the LEASED PREMISES in its existing condition (except as provided in Section 10) and assumes responsibility for the condition of the LEASED PREMISES. Any improvements or alterations desired by LESSEE shall be at LESSEE'S cost, with LESSOR'S prior written approval, except as hereinafter provided.

10. WARRANTY OF OPERABILITY: LESSOR warrants that all building systems, including but not limited to air conditioning/heating (HVAC), electrical, plumbing, door and sprinkler systems (if applicable) will be in good working order at the inception of this lease. LESSEE has ten (10) days upon taking occupancy to inspect the LEASED PREMISES for any deficiencies in said systems, during which period LESSEE is to notify LESSOR, or its agent, of any needed repairs and LESSOR shall perform promptly (or as practical) at LESSOR'S expense. LESSEE'S failure to notify LESSOR as described above will be construed as LESSEE'S acceptance of the LEASED PREMISES.

11. ALTERATIONS: All alterations, replacements and improvements made upon the LEASED PREMISES during the lease, including lighting, ceiling fans, electrical wiring, office partitions, flooring/carpeting, all heating and air conditioning, plumbing and plumbing fixtures shall be done only with the prior express written consent of LESSOR and shall become the property of the LESSOR upon the expiration of the lease. However, those certain trade fixtures, machinery and equipment installed by LESSEE solely for use in his business shall remain the property of LESSEE; such trade fixtures, machinery and equipment installed by LESSEE shall be removed at the expiration date of the lease, provided the lease not then be in default and provided the premises are returned to the same condition as when let, ordinary wear and tear, Act of God or other casualty excepted. In the event LESSEE fails to remove any such fixture, machinery or equipment installed by it, LESSOR may at their option and at LESSEE'S expense demolish, remove and dispose of all such items or may retain as property of LESSOR without reimbursement to LESSEE. LESSEE undertakes that no lien, privilege or claim of any kind shall rest against the LEASED PREMISES from any repairs, alterations, additions or improvements or from the construction of any building or buildings and agrees to furnish, at its own cost, to LESSOR, upon LESSOR'S request therefore, the bond of a responsible Surety Company, qualified to do business in the State of Louisiana, and reasonably accepted to LESSOR, conditioned to hold LESSOR and the LEASED PREMISES harmless against any such lien, privilege or claim; said bond to be for an amount equal to the estimated cost of such construction, restoration, alterations, additions or improvements. No consent of LESSOR for LESSEE to make improvements or repairs to the premises shall be deemed to permit LESSOR'S interest to become subject to labor or material liens and privileges.

12. LESSEE'S SIGNS & SIGN REMOVAL: Unless otherwise agreed in this lease, LESSEE shall not be permitted to place any signs on the LEASED PREMISES without LESSOR'S prior written approval. Such approval shall not be unreasonably withheld. Upon termination of this lease, LESSEE shall remove any sign, advertisement or notice painted on or affixed to the LEASED PREMISES and restore the place it occupied to the condition in which it existed as of the date of lease. Upon LESSEE's failure to do so, LESSOR may do so at LESSEE'S expense.

13. PARKING: LESSEE shall have exclusive use of the provided parking spaces. LESSEE is solely responsible for securing its interest as it pertains to use of its designated parking by others.

14. UTILITIES: All utility charges on the LEASED PREMISES shall be paid by LESSEE including cost of electricity, water and gas (if applicable), garbage pickup, sewer and any special fees.

15. MAINTENANCE AND REPAIR BY LESSEE: LESSEE will at LESSEE'S sole expense keep and maintain in good repair the entire LEASED PREMISES including without limitation interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting and plumbing and also including any loading docks.

It is specifically acknowledged that safety and replacement of the plate glass is LESSEE'S responsibility, as well as keeping pipes from freezing in winter.

LESSEE shall immediately repair any damages caused by LESSEE. LESSEE shall also maintain a high degree of neatness and cleanliness. If LESSEE does not correct damages and/or clean the LEASED PREMISES within five (5) days of written notification by LESSOR, LESSOR may proceed with repairs and/or cleanup at LESSEE'S expense.

LESSEE agrees not to store merchandise or leave trash outside the LEASED PREMISES. All trash shall be kept in containers. Should LESSEE be in default in the requirements of this provision, LESSOR may, after notice to LESSEE, remedy such default at LESSEE'S expense and such expense shall be treated as additional rental due under this lease by LESSEE.

LESSOR shall be initially responsible for the good operation of the air conditioning and heating (HVAC) system upon commencement of this lease. Once the HVAC system is determined to be in good working order, LESSEE shall be responsible to maintain said system at its cost and expense.

16. MAINTENANCE AND REPAIR BY LESSOR: LESSOR shall be responsible only to maintain and perform repairs to the roof, foundations and outside walls (not including doors and floors) of the LEASED PREMISES. All other parts of and equipment serving the LEASED PREMISES shall be LESSEE'S responsibility. However, LESSOR shall not be obligated to make any repair to such roof, foundations and outside walls unless it shall be notified in writing by LESSEE of the need of such repair and shall have had a reasonable period of time to make such repair and shall not be liable to make any repair to the roof, foundations or outside walls occasioned by LESSEE'S acts or negligence. LESSOR shall not be liable for any damage or loss in consequence of defects in the LEASED PREMISES causing leaks, stoppage of water, sewer or drains or any other defects about the building and LEASED PREMISES, unless such damage or loss is caused by defects in the roof, foundations or outside walls (not including doors and floors) that LESSOR shall have failed to repair within a reasonable time following written demand of LESSEE to do so. Where contractors or manufacturers' warranties are applicable to parts of the LEASED PREMISES other than the roof, foundations or outside walls, and the LESSEE has advised the LESSOR in writing of the need of enforcement of such warranties, the LESSOR, at its option, will either enforce such warranties for LESSEE'S benefit at LESSEE'S expense or assign such warranties to LESSEE for LESSEE to enforce at LESSEE'S expense.

17. COMMON AREA: LESSOR shall have the right from time-to-time to establish, modify and enforce reasonable rules and regulations with respect to all such facilities and areas, to change traffic access provided the LEASED PREMISES are adequately served by the new access, to restrict parking by LESSEES, their officers, agents and employees to designated areas and to do and perform such other acts as LESSOR shall, in the use of its business judgment, determine to be advisable with a view to the improvement of the convenience and use thereof by LESSEE, their officers, agents, employees and customers.

18. INSURANCE AND INDEMNITY:

(A) LIABILITY AND PROPERTY DAMAGE: LESSEE shall at all times during the full term of the this lease and during the full term of any holdovers or other rental agreements carry and maintain at its own cost and expense General Public Liability Insurance against claims for personal injury or death and property damage occurring on the LEASED PREMISES, such insurance to afford protection to both LESSOR and LESSEE, as their interest may appear, including coverage for the contract liability of LESSEE to LESSOR assumed hereunder, and is to be maintained in reasonable amounts, having regard to the circumstances and the usual practice at the time of prudent owners and lessees of comparable facilities in the New Orleans Metropolitan area, but in no event in amounts less than $1,000,000.00 with respect to bodily injury or death to any one person, $1,000,000.00 with respect to any one accident, and for property damage not less than $1,000,000.00.

LESSEE shall deliver to LESSOR evidence of liability and property damage insurance in the limits heretofore proscribed and shall name LESSOR as additional insured, said evidence to be delivered promptly upon the execution of this lease and when applicable, all renewals thereof. (B) PLACEMENT OF INSURANCE: All of the aforementioned policies of insurance shall be written and maintained in responsible insurance companies duly authorized and licensed to do business in and to issue policies in the State of Louisiana. The policies providing for the protection required in subparagraph A hereof may remain in the possession of LESSEE, provided, however, that LESSEE furnish satisfactory evidence to LESSOR or the LESSOR'S mortgagee that such policy or policies fulfill the requirements of this subparagraph.

(B) VOIDING INSURANCE: LESSEE will not permit the herein LEASED PREMISES to be used for any purpose which would render the insurance thereon void.

(C) INDEMNITY: LESSEE shall and will forever indemnify and save harmless LESSOR from and against any and all liability, penalties, expense, cause of action, suits, claims or judgments for death, injury or damages to persons or property during the term of this lease while on or arising out of the use, occupation, management or control of the LEASED PREMISES, adjacent property, streets and sidewalks or any act of operation on any thereof, or growing out of the demolition, construction, alteration or repair of any building thereon in any case without regard to whether such death, damage or injury results from the negligence of LESSEE or its sub-lessee or their respective agents or employees or otherwise. LESSEE shall and will, at its own expense, defend any and all suits that maybe brought against LESSOR, or any of them, or in which LESSOR, or any of them maybe impleaded with others, upon any such above mentioned claim or claims and shall and will satisfy, pay and discharge any and all judgments that maybe recovered against LESSOR or any of them in any such action or actions in which LESSOR or any of them maybe a party defendant.

19. ACTS OF LESSEE AFFECTING INSURANCE: LESSEE shall not do or cause or suffer anything to be or remain on or about the LEASED PREMISES or carry on or permit upon the LEASED PREMISES any trade or occupation or suffer to be done anything whereby the policy or policies of fire or other casualty insurance covering the LEASED PREMISES shall become void or suspended or that may render an increased or extra premium payable for the insurance of the LEASED PREMISES against fire and the hazards insured under extended coverage, unless such thing or activity is consented to in writing by the LESSOR and even if LESSOR consents to such thing or activity, LESSEE shall pay such increased or extra premium from time-to-time, on each occasion within ten (10) days after LESSEE shall have been advised of the amount thereof. Should LESSEE'S occupancy cause LESSOR to be unable to obtain fire or other casualty insurance covering the LEASED PREMISES. LESSOR shall have the right to terminate this lease upon giving LESSEE not less than (10) days prior notice and LESSEE shall be and remain liable to LESSOR for all damages payable upon a default termination under Section 32 hereof. LESSEE shall notify LESSOR at anytime the LEASED PREMISES will become unoccupied so that LESSOR may obtain necessary vacancy permits from LESSOR'S insurers.

20. TAXES:

(A) Subject to provisions of subparagraph B below, LESSOR agrees to pay before they become delinquent all taxes (both general and special), assessments or governmental charges (hereinafter collectively referred to as "taxes") lawful levied or assessed against the premises or any part thereof, provided, however, LESSOR may at its sole cost and expense (in its own name or in the name of both, as it may deem appropriate) dispute and contest the same, and in such case, such disputed item need not be paid until finally adjudged to be valid. At the conclusion of such contest, LESSOR shall pay the items contested to the extent that they are held valid, together with all items, court costs, interest and penalties relating thereto, all of which shall be considered taxes.

(B) The maximum amount of taxes levied or assessed against the premises during any one real estate tax year to be paid by the LESSOR shall be PARISH AND STATE TAXES. If in any real estate tax year during the term hereof or any renewal or extension, the taxes levied or assessed against the premises for such tax year shall exceed the sum as calculated in the preceding sentence, LESSEE shall pay to LESSOR upon demand such excess as additional rental. The failure to pay such excess or proportionate share thereof, as the case may be, upon demand shall be treated hereunder in the same manner as a default in the payment of rent hereunder when due. Any payment to be made pursuant to this subparagraph B with respect to the real estate tax year in which this lease commences or terminates shall bear the same ration to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this lease bears to a full tax year.

(C) If at any time during the term of this lease the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, levies or charges levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on LESSOR a capital levy or other tax directly on the rents received there from and/or a franchise tax, assessment, levy or charge measured by or based, in whole or part, upon such rents for the present or any future building or buildings on the premises, then all such taxes, assessments, levies or charges or the part thereof so measured or based shall be deemed to be included within the term "taxes" for the purposes hereof.

21. DAMAGE AND DESTRUCTION: In case the said LEASED PREMISES shall be so damaged by fire or other cause as to be rendered untenable and necessary repairs cannot be made within 120 days, this lease shall terminate as of the time the LEASED PREMISES were rendered untenable. However, if the damage is such that repairs can be completed with 120 days, LESSOR agrees to make such repairs promptly and to allow LESSEE an abatement in rent for such time as the LEASED PREMISES remains untenable. If the loss occurs in the last 18 months of the original term or extension thereof, either party may terminate this lease effective the date of the casualty by giving the other party written notice of such election within 3() days of the loss. In the event of partial loss, the rent shall be abated by the proportion of the LEASED PREMISES rendered unfit for use.

22. WAIVER OF SUBROGATION: Neither the LESSOR nor the LESSEE shall be liable to the other for the loss arising out of damage to or destruction of the LEASED PREMISES or the building or improvements of which the LEASED PREMISES are a part thereof, when such loss is caused by any of the perils which are or could be included within or are insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either LESSOR or LESSEE or by any of their respective agents, servants or employees. It is the intention and agreement of the LESSOR or LESSEE that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide his own insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the LESSOR nor the LESSEE shall have any interest or claim in the other's insurance policy or policies or the proceeds thereof, unless specifically covered therein as a joint assured.

23. LESSOR RIGHT OF ENTRY: LESSOR may enter the premises at reasonable times to inspect the same to make repairs and alterations or to run pipe or electric wire, as LESSOR may deem necessary and appropriate provided that LESSOR will not unduly inconvenience LESSEE'S business.

24. QUIET POSSESSION: LESSOR agrees to warrant and defend LESSEE in its quiet and peaceful possession of the LEASED PREMISES so long as the lease is not in default.

25. CONDEMNATION: If all of the LEASED PREMISES are taken by condemnation or eminent domain proceedings or if so much of the LEASED PREMISES are so taken that the remainder is wholly inadequate of LESSEE'S business purposes (a "Total Taking"), this lease shall terminate. If the taking is not sufficiently extensive to constitute a Total Taking and if the taking includes a part of the building, then rent will not be reduced by the originally leased. If the taking does not include a part of the building, then rent will not be reduced by the taking so long as all parking spaces located on the LEASED PREMISES that are lost by the taking are replaced; then rent shall be reduced in an amount that is appropriate to compensate LESSEE for the lost parking facilities. In such condemnation proceedings, LESSEE may claim compensation for moving expenses and for the taking of any removable installations which by the terms of this lease LESSEE would be permitted to remove at the expiration of this lease, if such award is separately allowed by the condemning authority, but LESSEE shall be entitled to no additional award and LESSEE hereby waives all right to proceed for the loss of its leasehold interest, it being agreed that all damages recoverable by reason of the value of the LEASED PREMISES will belong and be payable to the LESSOR.

26. SUBORDINATION - ESTOPPEL CERTIFICATES: This lease is subject and subordinate to any mortgage that now or hereafter encumbers or affects the LEASED PREMISES or any part thereof. This clause shall be self-operative, and the mortgagee need require no further instrument of subordination. In confirmation of such subordination, however, LESSEE shall, at LESSOR'S request, promptly execute any appropriate certificate or instrument containing an agreement by the mortgagee that so long as LESSEE is not in default under this lease such mortgagee will not disturb LESSEE'S possession of the LEASED PREM ISES, In the event of the enforcement by any mortgagee of the remedies provided for by law or by such mortgage or ground lease, LESSEE will, upon request of any person or party succeeding to the interest of LESSOR as a result of such enforcement, automatically become the LESSEE of such successor in interest without change in the terms or other provisions of this lease. Upon request by such successor in interest, LESSEE shall execute and deliver an instrument or instruments confirming the attornment provided for herein. At either party's request, the other party will execute an estoppels certificate or a three-party agreement certifying that this lease is in effect, if, in fact, it is in effect and further certifying that, to the best knowledge of the party giving the certificate. There are no defaults hereunder other than those set out in such certificate.

27. ASSIGNMENT OR SUBLETTING: This lease may not be assigned, and the LEASED PREMISES may not be sublet, partially or fully, without prior written consent of LESSOR. Even in the event of permitted assignment or subletting, LESSEE acknowledges that it shall remain fully responsible for compliance with all terms of the lease. Any sub-lessee occupying any part of this space shall by the act of subletting formally or informally assume all obligations of LESSEE, whether or not. LESSOR knew of or approved or disapproved of such subletting.

28. EXTENSION OF LEASE: Provided LESSEE is not in default of any of the terms of this lease, LESSEE shall have the option to extend this lease for one (1) period which period shall be a six (6) month term with a monthly rental rate of $1,500.00.

29. DELIVERY AT EXPIRATION OF LEASE: At expiration of this lease, LESSEE shall redeliver to LESSOR the LEASED PREMISES in good order and condition clear of all goods and broom-cleaned and shall make good all damages to the premises, usual and reasonable wear and tear damage excepted and shall remain liable for holdover rent until the premises with keys shall be returned in such order to LESSOR, provided, however that the assessment of such holdover rent will not deprive LESSOR of the right to require that LESSEE vacate the LEASED PREMISES immediately upon lease termination and LESSOR will have and retain the right to commence immediate eviction proceedings or take such other steps as are necessary to secure the removal of LESSEE from the LEASED PREMISES. No demand or notice of such delivery shall be necessary, LESSEE expressly waiving all notices and legal delays. In addition, LESSOR may require LESSEE to remove all and any alterations, additions or improvements (whether or not made with LESSOR'S consent) prior to the expiration of the lease and to restore the property to its prior condition, all at LESSEE'S expense. All alterations, additions and improvements which LESSOR has not required LESSEE to remove shall become LESSOR'S property and shall be surrendered to LESSOR upon the expiration or earlier termination of the lease. To the extent applicable, all obligations of LESSEE contained in this article shall survive the expiration or other termination of the terms of this lease.

30. TERMINATION CLAUSE: LESSEE shall have the right to terminate this agreement at any time by ninety days (90) written notice without liability, and that LESSEE shall upon notice from LESSOR, vacate the premises.

31. LATE CHARGES: LESSEE'S failure to pay rent promptly may cause LESSOR to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to processing and accounting charges and late charges which may be imposed on LESSOR by any ground lease, mortgage or trust deed encumbering the LEASED PREMISES. Therefore, if LESSOR does not receive any rent payment within five (5) days after it becomes due, LESSEE shall pay LESSOR a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs LESSOR will incur by reason of such payment.

32. LEASE HOLDOVER: Should LESSEE remain on the LEASED PREMISES after expiration of this lease agreement, LESSOR has the option to interpret such actions as creating a month-to-month lease at a rental of fifty percent (50%) higher than that payable for the last month of the lease term, or to consider the holding over a trespass. Only a new signed lease or extension agreement shall deprive LESSOR of the choice of action.

33. DEFAULT BY LESSEE: Should LESSEE fail to pay any of the rentals provided for herein promptly on the day when the same shall become due and payable hereunder and shall continue in default for a period of five (5) days after written notice thereof by LESSOR, or should LESSEE fail to comply with any of the other obligations of this lease within twenty (20) days from the mailing by LESSOR of notice demanding same or in the event of LESSEE'S bankruptcy, receivership, insolvency or assignment of the benefit of creditors or the attachment of the contents of the LEASED PREMISES by law or LESSEE'S failure to maintain a going business in the LEASED PREMISES, then LESSOR shall have the right, at LESSOR'S option (1) to cancel this lease, in which event there shall be due to LESSOR as liquidated damage a sum equal to the amount of the guaranteed rent for one year or alternatively at LESSOR'S option to be reimbursed all actual cost incurred in re- entering, renovation and re-letting said premises; (b) to accelerate all rentals due for the unexpired remaining term of this lease and declare same immediately due and payable; and/or (c) to sue for the rents in intervals or as the same accrues.

The foregoing provisions are without prejudice to any remedy, which might otherwise be used under the laws of Louisiana for arrears of rent or breaches of contract or to any lien to which LESSOR maybe entitled.

If LESSEE has taken steps to cure any default not curable in twenty (20) days, such additional reasonable time as is necessary to cure such default shall be granted LESSEE, but never to exceed thirty (30) days. Should LESSOR terminate this lease as provided in this article, LESSOR may reenter said LEASED PREMISES and remove all persons or personal property without legal process and all claims for damages by reason of such re-entry are expressly waived.

34. NON-WAIVER: Failure of LESSOR to declare immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but LESSOR shall have the right to declare default at any time. No waiver of any default shall alter LESSEE'S obligations under the lease with respect to any other existing or subsequent default.

35. ATTORNEY'S FEES AND EXPENSES: In the event it becomes necessary for either party to employ an attorney to enforce collection of the rents agreed to be paid or to enforce compliance with any of the covenants and agreements herein contained, the unsuccessful litigant will be liable for reasonable attorney's fees, costs and expenses incurred by the other party.

36. INTEREST ON PAST DUE OBLIGATIONS: Any amount owed by LESSEE to LESSOR which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by LESSEE under this lease. The payment of interest on such amounts shall not excuse or cure any default by LESSEE under this lease. If the interest rate specified in this lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by applicable law.

37. DEFINITION OF TERM: For all purposes of this lease, references to "term" shall include not only the primary term as set forth on Page 1 hereof. References to date or time periods in relation to expiration or termination shall relate not only to the expiration or termination of said primary term, shall then have been exercised to otherwise instituted.

38. ENTERITY OF UNDERSTANDING IN WRITTEN LEASE: It is agreed that the entire understanding between the parties is set out in the lease and any riders which are hereto annexed and that this lease supersedes and voids all prior proposals, letters and agreements, oral or written. The law of Louisiana where the LEASED PREMISES are situated shall apply.

39. CONFLICTS: If there is any conflict between the printed portions and the typewritten or handwritten portions, the typewritten or handwritten portion shall prevail.

40. BENEFITS OF PARTIES: All of the provisions hereof shall be binding upon and shall inure to the benefit of LESSOR and LESSEE, their heirs, executors, administrators, successors and assigns (as the case may be).

41. GOVERNING LAW: This lease shall be governed by and construed in accordance with the laws of the State of Louisiana then in effect.

42. LEASE RECORDATION: All parties to this lease may, but shall not be obligated to record this lease. However, either LESSOR or LESSEE shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" or memorandum of this lease for purposes of recordation.

The memorandum shall describe the parties, the LEASED PREMISES and the term of this lease and shall incorporate this lease by reference.

43. NOTICES: Any notice, demand, request, document or other act of communication required or permitted to be given under this lease shall be in writing and maybe delivered in person or shall be deemed to be delivered when sent by United States Certified or Registered Mail, postage prepaid, return receipt requested and addressed to the parties hereto at their respective address as designated below or at such other address as either party may from time to-time direct, by written notice in accordance herewith. Notice shall be sent to the following:

DJV, LLC
P. O. Box 47
Luling, Louisiana, 70070

St. Charles Parish
c/o Parish President
P.O. Box 302
Hahnville, Louisiana 70057

COPY TO:
Chief Administrative Officer
P. O. Box 302
Hahnville, Louisiana 70057

44. PERSONAL GUARANTEE: The LESSEE hereby acknowledges and agrees that the lease on the subject premises shall be executed personally by the LESSEE(S) and in the event there are multiple LESSEES, any and all individuals shall be jointly and severally responsible for the terms and conditions of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto made this lease and set their hands to multiple originals in the City of Luling, Parish of St. Charles, State of Louisiana, as to the day and year first above written.

WITNESSES:

____________________ ____________________
LESSOR FOR: DJV LLC

____________________ ____________________
DATE:

WITNESSES:

LESSEE: ST. CHARLES PARISH PRESIDENT

8/29/23
DATE:

2023-0216
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 23-8-8

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for Road Maintenance 2022-23 (Project No. P220501), in the not to exceed amount of $40,000.00.

WHEREAS, Ordinance No. 22-7-2 adopted on July 5, 2022, by the St. Charles Parish Council approved and authorized the execution of a Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform planning services for the Road Maintenance 2022-23 (Project No. P220501) in the not to exceed amount of $316,728.72; and,

WHEREAS, Ordinance No. 23-6-9 adopted on June 19, 2023, by the St. Charles Parish Council approved and authorized the execution of a Contract with Barriere Construction Co., LLC or Road Maintenance 2022-23 (Project No. P220501) in the amount of $2,499,902.45; and,

WHEREAS, the attached Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., for services as required by the Department of Public Works, in the not to exceed amount of $40,000.00, is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 28th day of August, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [signature]
SECRETARY: [signature]
DLVD/PARISH PRESIDENT: August 29, 2023
APPROVED: ✓ DISAPPROVED:
PARISH PRESIDENT: [signature]
RETD/SECRETARY: August 29, 2023
AT: 3:27 pm RECD BY: [signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____day of _____, 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and ALPHA TESTING AND INSPECTION, INC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for ROAD MAINTENANCE 2022-23 Project No. P220501 as described in Ordinance No. 23-8-8 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

Perform all necessary Testing Services for:
ROAD MAINTENANCE 2022-23
Projects No. 220501

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

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

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

3.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

4.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

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

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

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

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

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

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

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

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

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

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

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

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

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

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

11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, which ever event occurs first.

12.0 INSURANCE

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

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

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

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

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

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

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

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

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

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

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

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with all federal and state laws.

17.0 OTHER

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

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

WITNESSES:

Billy Raymond

Kay Morgan

ST. CHARLES PARISH

Matt Jewell

By: Matthew Jewell
Parish President

8/29/23
Date:

WITNESSES:

ALPHA TESTING AND INSPECTION, INC

By: Michael Devillier
President

Date:

ATTACHMENT "A"

ROAD MAINTENANCE 2022-23
Projects No. 220201

Project Scope:

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

Consultant shall perform all necessary testing services for the above mentioned project in accordance with all standard testing procedures and methods (ASTM, ACI, etc.).

ATTACHMENT "B"

ROAD MAINTENANCE 2022-23
Projects No. 220201

Project Schedule:

Work shall be for the entire length of construction maintenance contract.

ATTACHMENT "C"

ROAD MAINTENANCE 2022-23
Projects No. 220201

Project Cost:

For performance of the testing surveying services the Owner shall authorize and pay the CONSULTANT Time and Materials in an estimated cost of $40,000.

Pricing for all work shall be according to the proposal dated July 13, 2023 as listed on Attachment C-1.

ALPHA TESTING AND INSPECTION, INC.

338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774

July 13, 2023

St. Charles Parish Dept. of Public Works
100 River Oaks Drive
Destrehan, LA 70047
Attn: Mr. Lee Zeringue

ATTACHMENT C-1

Re: Road Maintenance 2023
St. Charles Parish, LA

To Whom it May Concern:

We submit, herewith, our schedule of fees covering testing laboratory services on the above referenced project.

1. **Concrete Testing and Inspection:**

A.)	Placement of ACI Certified Technician at source of supply or jobsite during concrete operations, Also, pick up concrete Compression test specimens, Rate/Hour	$ 52.00
B.)	Curing and testing of concrete cylinders in Connection with control, Rate/Each	$ 18.00

2. **Soil Testing - Laboratory:**

A.)	Soil Classification, Each	$ 75.00
B.)	Sieve Analysis (Limestone), Each	$ 75.00
C.)	Moisture Density Relationship Test (Proctor), Each	$ 150.00

3. **Soil Testing - Field:**

A.)	Services of Inspector to visit project site and make field Density tests – Nuclear Method 12" Maximum Depth, Rate/Hour or each	$ 52.00
B.)	In place Density Test (Nuclear), Each	$ 15.00

4. **Sampling Charge**

Services of Technician to sample materials for laboratory Testing, Rate/Hour	$ 52.00

5. **Asphalt Inspection:**

A.)	Service of a technician for local asphalt plant inspection Rate/Hour	$ 52.00
B.)	Jobsite Technician, Rate/Hour	$ 52.00

6. **Asphalt Testing:**

Density and Thickness Determination on Contractor cut samples, Each	$ 35.00

7. **Transportation Charge:**

Rate/Mile Traveled ($50 Minimum)	$ 0.55

***Total estimated cost for base bid and alternate $ 40,000.00**

NOTE: Travel time is portal to portal. There is a ½ day minimum charge for any call out for inspection. Overtime hours are charged at 1 ½ times regular rate for all hours worked in excess of 8 hours per day, Monday through Friday and for all hours worked on Saturdays, Sundays and holidays.

We thank you for the opportunity of quoting you for these services. Your selection of Alpha Testing and Inspection, Inc. to perform these services will be appreciated.

Yours very truly,

ALPHA TESTING & INSPECTION, INC.

Michael A. Devillier

Michael A. Devillier
President

2023-0218
INTRODUCED BY: ST. CHARLES PARISH COUNCIL
ORDINANCE NO. 23-8-9

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 8, Elections, Section 8-2. Visible Voting Precinct Boundaries and Polling Places to merge voting precincts.

WHEREAS, as specified in Louisiana Revised Statutes 18:532 the Saint Charles Parish Council is required to establish precincts, define the territorial limits for which each precinct is established, prescribe their boundaries, and designate the precinct; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance 23-6-6 merging several small and oddly shaped precincts as pre-approved by the Secretary of State's office; and,

WHEREAS, in implementing the precinct plan it was discovered that the merging of precincts 7-4, 7-5, and 7-6 cannot be implemented due to the boundary of Louisiana House of Representatives Districts 56 and 57; and,

WHEREAS, the Secretary of State's office has provisionally approved the merging of Precincts 1-5 and 7-6 which would create a lockout in Parish Council elections; therefore,

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

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

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

SECTION III. That the Code of Ordinances, Chapter 8, Elections, Section 8-2. Visible Voting Precinct Boundaries and Polling Places is hereby amended by striking the language defining Precincts 1-5, 7-4, and 7-4A and adding language for Precinct 7-5 by inserting verbiage as follows:

Precinct 1-5.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of the southbound lane of Interstate 310 and the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding northerly along the centerline of Interstate 310 to its intersection with the centerline of Louisiana Highway 3127, and proceeding northwesterly along the centerline of Louisiana Highway 3127 to its intersection with the center flow channel of the Eighty Arpent Canal, and proceeding easterly a short distance along the center flow channel of the Eighty Arpent Canal to its intersection with the centerline of Interstate 310, and proceeding northerly and northeasterly along the centerline of Interstate 310 to its intersection with the center flow channel of the Boutte Canal, and proceeding southeasterly along the center flow channel of the Boutte Canal to its intersection with the centerline of Louisiana Highway 52 (Paul Maillard Road), and proceeding southwesterly along the centerline of Louisiana Highway 52 (Paul Maillard Road) to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding westerly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the southbound lane of Interstate 310, the point of beginning.

Polling Place: Luling Central Fire Station, 1603 Paul Maillard Road, Luling, LA

Precinct 7-4 and 7-4A.
The region bounded and described as follows: Beginning at the point of intersection of the centerline of Interstate 310 and the center flow channel of the Boutte Canal, and proceeding northeasterly along the centerline of Interstate 310 to its intersection with the centerline of the Union Pacific Railroad Tracks, and proceeding easterly along the centerline of the of Union Pacific Railroad Tracks to its intersection with the centerline of Gassen Lane, and proceeding southerly along the centerline of Gassen Lane to its intersection with the centerline of Easy Street, and proceeding easterly along the centerline of Easy Street to its intersection with the centerline of Ristroph Street, and proceeding southwesterly along the centerline of Ristroph Street to its intersection with the centerline of Brooklyn Street, and proceeding westerly along the centerline of Brooklyn Street to its intersection with the centerline of Kinler Street, and proceeding southwesterly along the centerline of Kinler Street to its intersection with the centerline of Hackberry Street, and proceeding northwesterly along the centerline of Hackberry Street to its intersection with the center flow channel of a drainage feature west of Gassen Street, and proceeding southwesterly along the center flow channel of the Gassen Street and Ashton Oaks drainage feature to its intersection with the center flow channel of the Boutte Canal, and proceeding northwesterly along the center flow channel of the Boutte Canal to its intersection with the centerline of Interstate 310, the point of beginning.

Polling Place: Luling Elementary School, 904 Sugarhouse Road, Luling, LA

Precinct 7-5
The region bounded and described as follows: Beginning at the point of intersection of the centerlines of the Burlington Northern Santa Fe Railroad Tracks and Louisiana Highway 52 (Paul Maillard Road), and proceeding northeasterly along the centerline of Louisiana Highway 52 (Paul Maillard Road) to its intersection with the centerline of Hall Street, and proceeding easterly along the centerline of Hall Street to its intersection with the centerline of Milling Avenue, and proceeding southwesterly along the centerline of Milling Avenue to its intersection with the centerline of Courville Drive, and proceeding southeasterly along the centerline of Courville Drive to its intersection with the centerline of Sugarhouse Road, and proceeding northerly along the centerline of Sugarhouse Road to its intersection with the centerline of the Union Pacific Railroad Tracks, and proceeding easterly along the centerline of the Union Pacific Railroad Tracks to its intersection with the centerline of Queenie Drive (private), and proceeding southwesterly and easterly and southwesterly and southerly along the centerline of Queenie Drive (Private) to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding southwesterly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the centerline of Louisiana Highway 52 (Paul Maillard Road), the point of beginning.

Polling Place: Luling Elementary School, 904 Sugarhouse Road, Luling, LA

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

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

And the ordinance was declared adopted this 28th day of August, 2023, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: ____________
SECRETARY: ____________
DLVD/PARISH PRESIDENT: August 29, 2023
APPROVED: ✓ DISAPPROVED: ____________

PARISH PRESIDENT: ____________
RETD/SECRETARY: August 29, 2023
AT: 3:27 pm RECD BY: ____________

2023-0219
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)
ORDINANCE NO. 23-8-10

An ordinance approving and authorizing the execution of a Professional Services Agreement with Murray Architects Inc., to perform architectural, conceptual design, and construction management, etc. for the St. Charles Parish Courthouse 1st Floor Renovation (Project No. GBCH023), for a period of 12 months, in the not to exceed amount of $217,685.00.

WHEREAS, this will be the last phase of the Court House renovation in which the HVAC will be completely replaced. As well as the renovation of the Clerk of Courts, Sheriff's Office and the 2nd and 1st floor lobby area's; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Murray Architect's Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Murray Architects Inc., to perform architectural, conceptual design, and construction management, etc. for the St. Charles Parish 1st Floor Renovation (Project No. GBCH023), for a period of 12 months, in the not to exceed amount of $217,685.00 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 28th day of August, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: ____________
SECRETARY: ____________
DLVD/PARISH PRESIDENT: August 29, 2023
APPROVED: ✓ DISAPPROVED: ____________

PARISH PRESIDENT: ____________
RETD/SECRETARY: August 29, 2023
AT: 3:27 pm RECD BY: ____________

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____day of __________, 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and Murray Architects Inc., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for St. Charles Parish Courthouse 1st floor Renovation Project No. GBCH023 as described in Ordinance No. 23-8-10 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

St. Charles Parish Courthouse 1st Floor Renovation
Project No. GBCH023

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

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

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

3.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

4.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

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

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

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

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

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

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

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

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

9 BUDGET LIMITATIONS

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

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

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

10 FUNDS

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

11 TERMINATION OR SUSPENSION

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

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

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

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

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

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

11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12 INSURANCE

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

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

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

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

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

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

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

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

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

13 INDEMNIFICATION

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

14 WARRANTY

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

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

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

15 EXCLUSIVE JURISDICTION AND VENUE

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

16 OTHER

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

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

WITNESSES:	ST. CHARLES PARISH
Billy Raymond	Matt Jewell
	By: Matthew Jewell Parish President
Kay Murphy	8/29/23
	Date:
WITNESSES:	Murray Architects Inc.
_____	_____
	By: Michael Tabb AIA
_____	_____
	Date:

ATTACHMENT "A"

St. Charles Parish Courthouse 1st Floor Renovations
Project No. GBCH023

Project Scope:

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

1. The Architect's Basic Services consist of those described here in and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth herein are Additional Services.

2. The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

3. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

4. As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

5. The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

6. The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

7. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

B. SCHEMATIC DESIGN PHASE SERVICES

1. The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

2. The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

3. The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

4. Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

5. Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

6. The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design.

7. The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

8. The Architect shall submit to the Owner an estimate of the Cost of the Work.

9. The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

C. DESIGN DEVELOPMENT PHASE SERVICES

1. Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

2. The Architect shall update the estimate of the Cost of the Work.

3. The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

D. CONSTRUCTION DOCUMENTS PHASE SERVICES

1. Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals.

2. The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

3. During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

4. The Architect shall update the estimate for the Cost of the Work.

5. The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

E. COMPETITIVE BIDDING

1. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

2. The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders.

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders.

.3 organizing and conducting a pre-bid conference for prospective bidders.

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

3. The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

F. CONSTRUCTION PHASE SERVICES

1. The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

2. The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

G. EVALUATIONS OF THE WORK

1. The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

2. The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

3. The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable

4. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

5. Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

H. CERTIFICATES FOR PAYMENT TO CONTRACTOR

1. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

3. The Architect shall maintain a record of the Applications and Certificates for Payment.

I. SUBMITTALS

1. The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

2. In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

4. The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

5. The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

J. PROJECT COMPLETION

1. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

3. The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

4. When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

5. The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

6. Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ATTACHMENT "B"

St. Charles Parish Courthouse 1st Floor Renovations
Project No. GBCH023

Project Schedule:

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

12 Months

ATTACHMENT "C"

St. Charles Parish Courthouse 1st Floor Renovations
Project No. GBCH023

Project Cost:

For performance of the Architectural services the Owner shall authorize and pay the CONSULTANT at the rates set forth below not to exceed the sum of $217,865.00, subject to the terms set fourth section 11 of this contract.

Additional Services shall be charged at your current standard hourly rates listed below. Any additional services must be approved in writing by the owner prior to commencement.

Principal	$200.00/hr.
Senior Architect	$150.00/hr.
Project Director	$160.0Mir.
Draftsman	$ 85.001hr.
Inspector	$ 60.00/hr.
Clerical	$ 50.00/hr.

2023-0230
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE)
RESOLUTION NO. 6714

A resolution approving and authorizing the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish Government regarding the construction of the Crawford Canal Sunset Pump Station Bar Screen Expansion (BA-0270) project in Des Allemands.

WHEREAS, the Crawford Canal Sunset Pump Station Bar Screen Construction project (herein after referred to as project), a phase of the West Bank Hurricane Protection Levee and Upper Barataria Risk Reduction System, is being constructed for the purpose of reducing the threat of harm to citizens and damage to property in St. Charles Parish through the reduction of flooding; and,

WHEREAS, the project is consistent with the Coastal Protection and Restoration Authority (CPRA) 2023 Coastal Master Plan and Fiscal Year 2024 Annual Plan as a key component of the Upper Barataria Risk Reduction System Program; and,

WHEREAS, the CPRA Fiscal Year 2024 Annual Plan budget allocated $6,000,000.00 in Fiscal Year 2022 State Surplus funding to be applied to the project; and,

WHEREAS, the CPRA has prepared the necessary Intergovernmental Agreement to provide funding for the project and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish for funding to complete the Crawford Canal Sunset Pump Station Bar Screen Expansion project.

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

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

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

And the resolution was declared adopted this 28th day of August, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
SECRETARY:
DLVD/PARISH PRESIDENT: August 29, 2023
APPROVED : ✓ DISAPPROVED:

PARISH PRESIDENT:
RETD/SECRETARY: August 29, 2023
AT: 3:27pm RECD BY:

2023-0232
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE)
RESOLUTION NO. 6715

A resolution approving and authorizing the Parish President to submit an application to the Delta Regional Authority Community Infrastructure Fund for the Murray Hill Drive and Destrehan Drive Drainage Improvement Project.

WHEREAS, the proposed flood improvement project is the installation of subsurface drainage improvements along Murray Hill Drive and Destrehan Drive from Eve Street to Olanda Street; and,

WHEREAS, the purpose of the proposed project is to address the critical issue of local flood protection in the town of Destrehan; and,

WHEREAS, St. Charles Parish is requesting $1,500,000.00 from the Delta Regional Authority Community Infrastructure Fund to be applied towards construction costs for the project; and,

WHEREAS, the Delta Regional Authority application requires a resolution of support from the local governing body.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the submission of an application to Delta Regional Authority Community Infrastructure Fund for the Murray Hill Drive and Destrehan Drive Drainage Improvement Project.

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

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

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

And the resolution was declared adopted this 28th day of August, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
SECRETARY:
DLVD/PARISH PRESIDENT: August 29, 2023
APPROVED : ✓ DISAPPROVED:

PARISH PRESIDENT:
RETD/SECRETARY: August 29, 2023
AT: 3:27pm RECD BY:

2023-0233
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
RESOLUTION NO. 6716

A resolution authorizing the St. Charles Parish President to send certification to GOHSEP waiving any land use regulations relative to permitting for temporary housing and shelter assistance during declared emergencies.

WHEREAS, the Louisiana House Bill No. 1070 Act No. 526 was passed by the House and Senate of the Louisiana Legislature and signed by the Governor becoming effective on June 16, 2022; and,

WHEREAS, St. Charles Parish residents may have a need for temporary housing and shelter assistance from the State of Louisiana; and,

WHEREAS, GOHSEP shall provide such assistance within 14 days following a presidential declaration of a major disaster or emergency; and,

WHEREAS, St. Charles Parish must submit a request to GOHSEP within 7 days after the presidential declaration; and,

WHEREAS, the local governing authority will waive any land use regulations relative to permitting for mobile homes, recreational vehicles, and other temporary housing; and,

WHEREAS, this housing will be placed directly adjacent the survivors damaged dwelling; and,

WHEREAS, opting into this program will allow for expedited temporary housing assistance in the parish.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL do hereby authorize the St. Charles Parish President to provide certification to GOHSEP.

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

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

And the resolution was declared adopted this 28th day of August, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
SECRETARY:
DLVD/PARISH PRESIDENT: August 29, 2023
APPROVED : ✓ DISAPPROVED:

PARISH PRESIDENT:
RETD/SECRETARY: August 29, 2023
AT: 3:27pm RECD BY:

2023-0191

RESOLUTION NO. 6717

A resolution appointing a member to the St. Charles Parish Communications District representing the St. Charles Parish Council.

WHEREAS, there exists a vacancy on the **ST. CHARLES PARISH COMMUNICATIONS DISTRICT** due to the resignation of Mr. Kenny Wenning, Jr. on July 17, 2023; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, that Mr. Michael D. Heath 192 Villere Drive, Destrehan, LA 70047 is hereby appointed to fill the unexpired term on the **ST. CHARLES PARISH COMMUNICATIONS DISTRICT** representing the St. Charles Parish Council.

BE IT FURTHER RESOLVED that said appointment shall be effective **IMMEDIATELY** and shall expire **AUGUST 19, 2026**.

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

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

And the resolution was declared adopted this 28th day of August, 2023, to become effective five (5) days after publication in the Official Journal.

APPOINT 911 (unexpired)

CHAIRMAN: Beth Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: August 29, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 29, 2023
AT: 3:27pm RECD BY: _____

2023-0192

RESOLUTION NO. 6718

A resolution appointing a member to the Industrial Development Board.

WHEREAS, there exists a vacancy on the **INDUSTRIAL DEVELOPMENT BOARD OF THE PARISH OF ST. CHARLES** due to the expiration of the term of Mr. Timothy J. Vial on October 1, 2023; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, that Mr. Timothy J. Vial 110 Cottage Drive, Luling, LA 70070 is hereby appointed to the **INDUSTRIAL DEVELOPMENT BOARD OF THE PARISH OF ST. CHARLES.**

BE IT FURTHER RESOLVED that said appointment shall be effective **OCTOBER 1, 2023** and shall expire **OCTOBER 1, 2029.**

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

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

And the resolution was declared adopted this 28th day of August, 2023, to become effective five (5) days after publication in the Official Journal.

APPOINT IND DEV 1

CHAIRMAN: Beth Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: August 29, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 29, 2023
AT: 3:27pm RECD BY: _____

2023-0193

RESOLUTION NO. 6719

A resolution appointing a member to the Industrial Development Board.

WHEREAS, there exists a vacancy on the **INDUSTRIAL DEVELOPMENT BOARD OF THE PARISH OF ST. CHARLES** due to the expiration of the term of Mr. Billy Raymond on October 1, 2023; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, that Mr. Billy Raymond 840 South Fashion Boulevard, Hahnville, LA 70057 is hereby appointed to the **INDUSTRIAL DEVELOPMENT BOARD OF THE PARISH OF ST. CHARLES.**

BE IT FURTHER RESOLVED that said appointment shall be effective **OCTOBER 1, 2023** and shall expire **OCTOBER 1, 2029.**

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

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

And the resolution was declared adopted this 28th day of August, 2023, to become effective five (5) days after publication in the Official Journal.

APPOINT IND DEV 2

CHAIRMAN: Beth Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: August 29, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 29, 2023
AT: 3:27pm RECD BY: _____

2023-0231

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

RESOLUTION NO. 6720

A resolution of the St. Charles Parish Council, acting as the governing authority of the Sunset Drainage District supporting the proposed Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish for the Construction of the Crawford Canal Sunset Pump Station Bar Screen Expansion Project, CPRA Project No. BA-0270.

WHEREAS, St. Charles Parish proposes to begin work and construction of the Crawford Canal Sunset Pump Station Bar Screen Expansion Project, CPRA Project No. BA-0270 (the "Project"); and,

WHEREAS, the work on the Project is to include accessing and entering of certain property that the Sunset Drainage District may have an ownership interest or over which the Sunset Drainage District has rights-of-way and servitudes for the purpose of evaluating, designing, making, improving, constructing and enhancing the levees, levee drainage, flood protection, and hurricane flood protection or portions thereof on said property and rights-of-way and servitudes; and,

WHEREAS, St. Charles Parish has requested that the Sunset Drainage District assent to St. Charles Parish entering its property to the extent that it may have an interest in said property described in the proposed Intergovernmental Agreement which is attachment into and made a part hereof; and,

WHEREAS, in addition to other things, the project will include the placement of certain equipment or moveable assets which would be owned by St. Charles Parish.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, ACTING AS THE GOVERNING AUTHORITY OF THE SUNSET DRAINAGE DISTRICT, do hereby approve and support the proposed Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish for the Construction of the Crawford Canal Sunset Pump Station Bar Screen Expansion Project, CPRA Project No. BA-0270.

BE IT FURTHER RESOLVED, That Matthew Jewell, St. Charles Parish President, is hereby authorized to execute any and all documents necessary to allow its contractors, assignees, designees and agents to access and enter property to the extent that the Sunset Drainage District may have an ownership interest for the purpose of evaluating, designing, making, improving, constructing and enhancing the levees and/or portions thereof located therein on such terms and conditions as he deems appropriate, for the Crawford Canal Sunset Pump Station Bar Screen Expansion Project, CPRA Project No. BA-0270.

BE IT FURTHER RESOLVED, that the Sunset Drainage District hereby acknowledges that any equipment and/or immovable property placed on said site would be exclusively owned by St. Charles Parish.

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

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

And the resolution was declared adopted this 28th day of August, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: August 29, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 29, 2023
AT: 3:27pm RECD BY: _____

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: September 7, 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 June 28, 2023, at 2 06 PM It was noted the following Board Members were present Mr Jake Lemmon, Mrs Pamela Smith, Mr Timothy Vial, and Mrs Karen Raymond

Absent Mr William Sirmon

Mr Jake Lemmon announced Public Hearing and requested anyone wishing to address the Board on any of the agenda items for today's meeting to please speak now There being none, after three (3) announcements, the Public Hearing was closed

Under Special Business, Mr Keith Dacus introduced Mrs Courtney Garrett, CFO Mr Dacus stated he was happy that Mrs Garrett was joining the team and that she will be seen more as she will attending the board and finance committee meetings Mrs Garrett thanked Mr Dacus for the introduction and the board welcomed Mrs Garrett

Mr Jose Aponte with Carr, Riggs & Ingram presented the FYE 12-31-22 audit stating he had full cooperation with no disagreements or instances of fraud or concerns of fraud Mr Aponte stated that he had full support and gave a clean opinion with no discrepancies It was motioned by Smith seconded by Raymond to approve the FYE 12-31-22 audit as presented

For Lemmon, Smith, Raymond, and Vial
Against None

Mr Jake Lemmon entertained a motion to enter Executive Session for discussing Strategic Planning and/or Personnel Issues It was motioned by Raymond seconded by Smith to enter into Executive Session at 2 26 PM for the purpose previously stated

For Lemmon, Smith, Raymond, and Vial
Against None

It was motioned by Vial seconded by Smith to return to regular session at 2 54 PM

For Lemmon, Smith, Raymond, and Vial
Against None

New business followed Mr Jake Lemmon presented the approval for the due to Ochsner Health in the amount of $3,357,249 00 It was motioned by Vial seconded by Smith to approve the due to Ochsner Health in the amount of $3,357,249 00

The Board of Commissioner's Minutes from the May 31, 2023 meeting were presented There being no revisions, it was motioned by Raymond seconded by Smith to approve the May 31, 2023 Board of Commissioner's minutes as presented

For Lemmon, Smith, Raymond and Vial
Against None

Dr Danielle Levy, Chief of Staff, presented the Medical Staff Report from the June 14, 2023 meeting It was motioned by Smith seconded by Raymond to approve the Medical Staff Executive Committee Report from the June 14, 2023 meeting as presented

For Lemmon, Smith, Raymond and Vial
Against None

Dr Danielle Levy reported that all credential files were thoroughly reviewed by the appropriate physician members prior to the meeting Files were reviewed according to the Medical Staff bylaws It was motioned by Vial seconded by Smith to approve the following credentials as presented There were three new physicians Gustavo Diaz-Mercado, MD – Anesthesiology, Jordan Ezell, MD – Anesthesiology, Ryan Rubin, MD – Anesthesiology, one tele-medicine physicians Jason Salber, MD – Radiology, one advanced practice professionals Lauren Hansen, NP – Nephrology, nine resignations Casey Hastings, MD – Emergency Medicine, Lauren Hodgins, PA – Emergency Medicine, Daniel Lee, MD – Radiology, Stacy Luna, PA – Orthopedics, Ana Maliglig, MD – Radiology, Andrew Marsala, MD – Radiology, Max Sosa-Pagan, MD – Internal Medicine, Sharon Smith, PA – Hospital Medicine, Aleksandra Sowder, MD – Pathology, six provisional review Christopher Arcement, MD – Radiology, Michael Cline, MD – Radiology, Joshua Groetsch, MD – Ophthalmology, Scott Thames, MD – Emergency Medicine, Jeff Vinet, MD – Ophthalmology, Dimple Zaveri, MD – Ophthalmology, one change of category Sarah Champagne, DO – Affiliate to Consultant and twenty-five reappointments Sarah Champagne, DO – Family Medicine, Edgar Cooper, MD – Pathology, Bryan Evans, MD – Anesthesiology, Liane Germond, MD – Anesthesiology, Joseph Hajjar, MD – Radiology, Brian Halbert, MD – Hematology/Oncology, Nyrene Haque, MD – Endocrinology, Robert Harrold, MD – Radiology, Li Huang, MD – Pathology, Zoe Larned, MD – Hematology/Oncology, Charles Matthews, MD – Radiology, Theresa Nuttli, MD – Pathology, Brett Roberts, MD – Radiology, Suma Satti, MD – Hematology/Oncology, Hilari Sauncy, MD – Emergency Medicine, Chris Theodossiou, MD – Hematology/Oncology, George Yousef, MD – Cardiology, Allyson Darga, MD – Psychiatry, John Mulloy, MD – Radiology, Donald Nicell, MD – Radiology, Alecia Rideau, MD – Radiology, Kaysie Boudreaux, NP – Hospital Medicine, Christine Corbin, PA – Hospital Medicine, Adam Fleming, NP – Emergency Medicine, Shannon Scobel, NP – Endocrinology

For Lemmon, Smith, Raymond and Vial
Against None

The Quality and Patient Experience Report was provided by Mr Jarrett Fuselier and Mr Keith Dacus Mr Fuselier presented the Provie Our Value Quality, HCAHPS, EDCAHPS, Ambulatory, Outpatient Diagnostics, Medical Practice, and TeleMedicine Mr Keith Dacus presented Serve More Patients data and the Primary Care Goals/Metrics, Physician Updates, and St Charles Clinic Unique Patients by Care Type

Ms Tara Alleman presented the Finance Report MTD Statistical Graphs, MTD Financial Graphs, YTD Financial Graphs, Financial Summary Statistical Report, Surgery Report, Cash Receipts Report and Agency FTE's for the month of May were presented

The Chief Executive Officer's Report followed Mr Keith Dacus gave two Moments of Quality The first Moment of Quality, Mr Dacus thanked the Quality Team for winning the LAMMICO Patient Safety Award for outstanding improvement on Med-Psych CLABSI's – none in eighteen months. Mr. Dacus gave a big kudos to the team for this amazing work. The second Moment of Quality Mr. Dacus stated that on July 17th there would be a meet and greet with a patient that was assisted by the Norco Fire Department, Sherriff's Office and our own EMS team when they were severely burned. Due to coordination of these teams the patient is doing well and the Herald Guide is hosting the meet and greet with this patient.

Mr. Keith Dacus gave updates on the hospital and clinics and also presented the Community Outreach topic, including the Volunteer Services/Auxiliary/Community Outreach/Synergy important dates.

Mr. Jake Lemmon stated being no announcements, the next scheduled Board of Commissioners' Meeting is July 26, 2023 at 2:00 PM.

There being no further business, it was motioned by Smith seconded by Raymond to adjourn. The motion carried, and the meeting ended at 3:06 PM.

ATTEST

Chairman or Acting Chairman

Secretary

Publish: September 7 , 2023

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 92348-C
Date: Wednesday, July 19, 2023
ELIZON MASTER PARTICIPATION TRUST I, U,S, BANK TRUST NATIONAL ASSOCIATION, AS OWNER TRUSTEE
vs
PARIS P, PIERRE A/KIA PARIS PHILLIP PIERRE A/KIA PARIS PIERRE
GREG CHAMPAGNE, SHERIFF
P,O, Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated:

FRIDAY, JULY 7, 2023, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 11, 2023, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

One certain lot or portion of ground, together with all of the buildings and improvements thereon, and all of the rights, ways, privilages, servitudes and advantages thereunto belonging or in anywise appertaimng, situated m the Parish of St. Charles, State of Louisiana, in that part thereof known as Ashton Plantation, Phase 1-A as shown on a Final Plat by Krebs, LaSalle, LeMieux ConsultaJits, Inc., dated November 21 2005 entitled "Ashton Plantation, Phase 1-A, in Sections 87 & 97 Tl3S - R20E and Section 8, Tl3S - R20E, St. Charles Parish, Louisiana, which Final Plan was approved by tlie St. Charles Parish Council on January 9, 2006 by OrdinaJice No. 06-1-4, aJid recorded on January 26, 2006, in COB 662, folio 688, Entry No. 314853 of the official records of St. Charles Pansh and according to the aforementioned Final Plat, the property conveyed herem 1s designated as Lot 56 of Square 1, which bears the dimensions more fully shown on the above-referenced Final Plat.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:

FOUR HUNDRED TWENTY-FIVE THOUSAND TWO HUNDRED EIGHTY AND 37 / 100 ($425,280.37) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

GREG CHAMPAGNE-SHERIFF
&
EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: September 07, 2023
October 05, 2023
ATTORNEY FOR PLAINTIFF:
Herschel C Adcock
P. 0. Box 87379
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Public Notice

SECTION 00 0004 – ADVERTISEMENT FOR BIDS

Deliver sealed bids to Hahnville Volunteer Fire Station at 14890 River Road, Hahnville, LA. 70057, before **2:00 PM, Tuesday, October 3, 2023** for the project entitled:

Lincoln Street Station – Hurricane Ida Repairs
169 Lincoln Street
Hahnville, LA. 70057
GHC Project No. 4023102

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

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

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

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

A NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD
At 10:00 AM on Tuesday, September 19, 2023, at Hahnville Volunteer Fire Station at 14890 River Road, Hahnville, LA.
70057

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

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

Advertisement Dates:
Thursday, August 31, 2023
Thursday, September 7, 2023
Thursday, September 14, 2023

Public Notice

NOTICE

Notice is hereby given, pursuant to Article IV, Section 21(D)(1) of the Louisiana Constitution, that on August 30, 2023, Entergy Louisiana, LLC ("ELL" or "the Company"), an electric public utility providing retail electric service to customers in fifty-eight (58) parishes of the State of Louisiana, filed with the Louisiana Public Service Commission ("LPSC" or "Commission"), pursuant to Article IV, Section 21(D)(3) of the Louisiana Constitution and Title 45, Section 1163.1 of the Louisiana Revised Statutes, its Application for Approval of Regulatory Blueprint Necessary for Company to Strengthen the Electric Grid for State of Louisiana. This filing is herein referred to as the "Application."

The purpose of the Company's Application is to position the Company to continue the work that it has been doing to upgrade and strengthen the electric grid so that it can provide resilient, reliable, sustainable, and affordable service to customers into the future. The Application introduces a **regulatory blueprint** necessary to support the most comprehensive grid strengthening efforts in Louisiana history. In it, ELL lays out what it is doing to improve reliability, make the grid more resilient in the face of extreme weather, and add clean, affordable sources of energy.

In its Application, ELL has prepared and submitted a Cost of Service study ("COS") as required by the Commission's Order No. U-35565. The COS is based on the test year period of January 1, 2022 through December 31, 2022, and reflects a request for a specific Return on Equity, certain pro forma adjustments to reflect capital additions to rate base, updated depreciation rates and other known and measurable changes through August 31, 2024. ELL has included a class cost of service in the COS; however, this study is only being provided as information to the Commission and the Company is not recommending that the Commission implement the COS-supported rates. The Company is instead recommending that its Rate Mitigation Proposal be implemented as a more customer-centric alternative in lieu of the COS-based results. The Rate Mitigation Proposal allows ELL to continue building for the future by presenting a regulatory blueprint that is more affordable for ELL's customers and provides more accountability to stakeholders and the Commission through annual rate reviews. The Rate Mitigation Proposal is designed to achieve an outcome for customers that maintains ELL's low rates while also maintaining the Company's financial health and good credit ratings and enabling the significant grid investments needed to power Louisiana's economy into the future.

Under ELL's Rate Mitigation Proposal, ELL is requesting authorization to implement an extended Formula Rate Plan ("FRP") for re-establishing rates on an annual basis that includes limited but necessary modifications. ELL estimates that its Rate Mitigation Proposal will result in a change in revenue requirement of ***less than half*** of the increase supported by the COS study. In addition to amending the FRP, ELL is proposing to reduce late, connection and reconnection fees currently assessed to customers, to reduce additional facilities charge rates, and to provide eligible low-income seniors with monthly discounts on their electric bill.

The Company also seeks to combine, modify, and/or withdraw certain rate schedules, and also proposes certain new rate class combinations and cost allocations. In particular, ELL proposes a new residential rate schedule, which is a combination of the legacy residential rate schedules.

Based on the COS, ELL's revenue requirement would increase by $430 million. This would have the following estimated effect on typical monthly customer bills: an annualized typical monthly bill for Residential Service for a Legacy ELL customer for 1,000 kWh would increase roughly $13.92 from $126.02 to $139.94 while an annualized typical monthly bill for Residential Service for a Legacy EGSL customer for 1,000 kWh would increase approximately $20.28 from $118.77 to $139.05. An annualized typical monthly bill for Small General Service for a Legacy ELL customer for 1,500 kWh would decrease approximately $3.10 from $315.97 to $312.87 while an annualized typical bill for Small General Service for a Legacy EGSL customer for 1,500 kWh would increase roughly $0.85 from $232.92 to $233.77. A typical monthly bill for Large General Service for a Legacy ELL customer for 500 kW and 225,000 kWh would increase approximately $1,007.35 from $20,569.99 to $21,577.34. A typical monthly bill for General Service for a Legacy EGSL customer for 500 kW and 255,500 kWh would increase approximately $1,489.97 from $20,152.55 to $21,642.52.

As previously noted, the Company is not recommending the results of the COS study be implemented. ELL estimates its Rate Mitigation Proposal, if implemented as ELL recommends, would result in less than 50% of the change in rates resulting from the COS study. The Company proposes to accept lower rates, including a lower return on equity for its owners, in order to achieve an outcome for its customers that maintains ELL's low rates. The Rate Mitigation Proposal aims to keep residential rates below the national average during grid strengthening projects. ELL also is proposing to adhere to the most stringent reliability standards of any power provider in Louisiana, with financial penalties and customer credits for failing to meet predetermined reliability goals. By assuring a more resilient, reliable and sustainable grid while maintaining affordability, the regulatory blueprint will boost economic development, creating jobs, investment and increased tax base for the benefit of customers, communities and the entire State of Louisiana.

If accepted by the Commission, the Company's blueprint will reduce the time and expense of a traditional rate case; keep in place an efficient FRP mechanism and improve it in ways that support ELL's effort to build a stronger, more reliable grid; and provide rate mitigation for customers.

For questions regarding ELL's filing, please call the LPSC toll free at (800) 256-2397. Additionally, the public version of the Company's filing, including its attachments, may be viewed in the Records Division of the LPSC at the following address:

Records Division
602 North Fifth Street, 12th Floor
Baton Rouge, Louisiana 70802
Telephone: (225) 342-3157

ENTERGY LOUISIANA, LLC

Publish: September 7 , 2023

Public Notice

NOTICE

Notice is hereby given, pursuant to Article IV, Section 21(D)(1) of the Louisiana Constitution, that on August 31, 2023, Entergy Louisiana, LLC ("ELL" or "the Company"), an electric public utility providing retail electric service to customers in fifty-eight (58) parishes of the State of Louisiana, filed with the Louisiana Public Service Commission ("LPSC" or "Commission"), pursuant to Article IV, Section 21(D)(3) of the Louisiana Constitution and Title 45, Section 1163.1 of the Louisiana Revised Statutes, its Application for the Modification of Certain Riders. This filing is herein referred to as the "Application."

In its Application, ELL is requesting to modify its two energy efficiency rate riders, Rider EECR-QS-G and Rider EECR-QS-L, such that the two rate riders are combined into one rider, Rider EECR-QS, and the two separate versions are withdrawn. Had this combination been in effect for the year 2023, a residential customer using 1,000 kWh per month would have seen a monthly bill impact ranging from a $0.05 reduction to a $0.07 increase.

For questions regarding ELL's filing please call the LPSC toll free at (800) 256-2397. Additionally, the public version of the Company's filing, including its attachments, may be viewed in the Records Division of the LPSC at the following address:

Records Division
602 N. 5th Street, 12th Floor
Baton Rouge, Louisiana 70802
Telephone: (225) 342-3157

ENTERGY LOUISIANA, LLC

Publish: September 7, 2023

Public Notice

SECTION SCP-E-00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Des Allemands Phase 1 Bulkhead, Project No. P210601 as follows:

Owner: **St. Charles Parish**

Project Title: Des Allemands Phase 1 Bulkhead

Project No.: P210601

Principal Work Location: The contract work will be located along Down the Bayou Rd adjacent to Bayou Des Allemands. Crab Shack Alternative 1 will be located along Up the Bayou Rd near Jerry Ln.

Description of Basic Work: The Base Bid is comprised of installing a permanent steel sheet pile bulkhead; select demolition and replacement of existing structures; excavation; backfill; installation of aluminum stop logs; and miscellaneous necessary work to construct the project as described in the plans and specifications. The project includes one Alternate (Crab Shack Alternative 1) which is comprised of installing a permanent sheet pile bulkhead; removal and replacement of concrete; installation of aluminum stop logs; and miscellaneous necessary work to construct the Alternative as described in plans and specifications.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 10:00 a.m. local time on October 17, 2023**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

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

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

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on October 3, 2023 at 10:00 a.m. the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **Mandatory**.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, September 07, 2023
Thursday, September 14, 2023
Thursday, September 21, 2023

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 91765-C
Date: Thursday, July 13, 2023
MORTGAGE ASSETS MANAGEMENT, LLC
vs
DONNA M. DUHE A/KIA DONNA DUHE, HEIR OF CAROLYN LAN DEC HE DUHE A/K/A CAROLYN L. DUHE A/KIA CAROLYN DUHE A/KIA CAROLYN LANDECHE
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST CHARLES, State of Louisiana, dated:
TUESDAY, MARCH 21, 2023, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 11, 2023, at 10:00 AM., to the last and highest bidder for
cash, the following described property, to wit:
The property described in the Act of Mo I igage is described as follows:
A certain portion of ground, together with all the improvements thereon and all rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River, in Section 47, Tl3S, R21E, and being a portion of Farm Lots 1, 2, 3 and 4 of Lone Star Plantation, said portion of ground is situated in that part !mown as Mimosa Park Subdivision, in Block "C", and designated by the Lot No. 59 and One-Half of Lot No. 57, next to and adjoining Lot 59, all in accordance with a revised plan of subdivision by E. M. Collier, dated June 24, 19J4, copy of which is filed in the Office of the Clerk of Court for the Parish of St. Charles,"Louisiana, for reference; said Lot No. 59 and one-half of Lot . No. 57 adjoining Lot 59, together measure 75 feet front on Mimosa Avenue, same width in the rear, by a depth of 131 feet between equal and parallel lines. Property situated in the Parish of St. Charles, State of Louisiana.
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:
ONE HUNDRED NINETY-FIVE THOUSAND TWENTY-ONE AND 45 / 100 ($195,021.45) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF
&
EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: September 07, 2023
October 05, 2023
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379 13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 91959-C
Date: Wednesday, July 19, 2023
VANDERBILT MORTGAGE AND FINANCE, INC.
vs
JAVIER ISAAC LOPEZ
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated:
WEDNESDAY, APRIL 26, 2023, in the above entitled and numbered cause, I shall proceed to sell at public auction at the front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, SEPTEMBER 20, 2023, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:
2017 CMH MOBILE HOME BEARING SERIAL NUMBER CS2021579TN
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:
FORTY-EIGHT THOUSAND SEVEN HUNDRED NINETY-SIX AND 10 / 100 ($48,796.10) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
Terms and conditions of sale:
CASH IN THE FORM OF A CASHIER'S CHECK
DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE, SHERIFF
&
EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: September 07, 2023
ATTORNEY FOR PLAINTIFF:
KAREN E. TREVATHAN
8235 YMCA PLAZA DRIVE, SUITE 400
BATON ROUGE, LA 70810
225-334-9222
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 92544-D
Date: Thursday, August 24, 2023
LOUISIANA FEDERAL CREDIT UNION
vs
UNOPENED SUCCESSION OF SHELLY D. TATE
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated:
WEDNESDAY, AUGUST 2, 2023, in the above entitled and numbered cause, I shall proceed to sell at public auction at the front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, SEPTEMBER 20, 2023, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:
ONE 2020 NISSAN ROUGE SPORT
VIN: JN1BJ1CV1LW541839
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:
EIGHTEEN THOUSAND ONE HUNDRED EIGHTY-ONE AND 79 / 100 ($18,181.79) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges. Terms and conditions of sale: CASH IN **THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.**
GREG CHAMPAGNE, SHERIFF
&
EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: September 07, 2023
ATTORNEY FOR PLAINTIFF:
JOSHUA P. MATHEWS
1510 Woodland Hwy., Ste. A
Belle Chasse, LA 70037
SCSO-CIV-209-0402

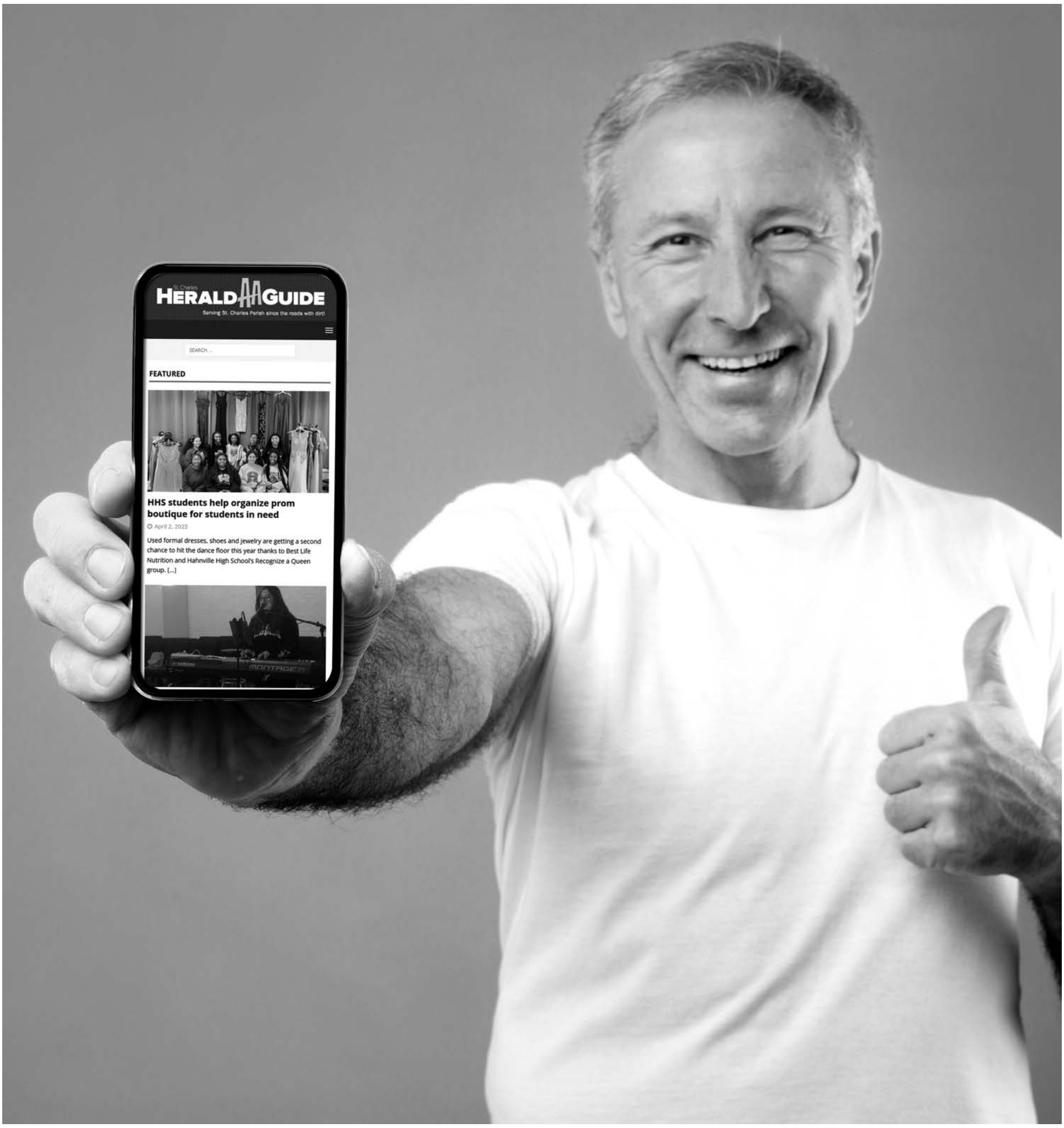
Your Community, Your News

St. Charles HERALD GUIDE
— and —
www.HeraldGuide.com

Keeping the people of St. Charles Parish connected, since 1873

Delivered weekly to your door

Call 1-800-538-4355 for subscription
Call 985-758-2795 advertising information.



IN PRINT & ONLINE!

What Do You Get?

- Immediate, daily access to our news, features, sports and lifestyles stories
- Years of archived content at your fingertips
- St. Charles Herald-Guide delivered to your mailbox weekly
- Digital edition delivered to your inbox every Thursday morning

Keeping the people of St. Charles Parish connected, since 1873

St. Charles HERALD GUIDE

www.HeraldGuide.com or toll free 1-800-538-4355