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

Monday, August 1, 2022 | **6:00 PM** | **Council Chambers, Courthouse**

ATTENDANCE

Present 6 - Beth A. Billings, Holly Fonseca, Mary K. Clulee, Nicky Dufrene, Marilyn B. Bellock, and Bob Fisher

Absent 3 - La Sandra Darensbourg Gordon, Dick Gibbs, 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, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works Assistant Director Brandon Bernard, Planning & Zoning Director Michael Albert, Grants Officer Carla Chiasson, Waterworks Director Gregory Gorden, Parks and Recreation Director Duane Foret, Eric Zurcher, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Silent Prayer
Pledge was led by Chairman Bob Fisher (Councilman, District VI).

APPROVAL OF MINUTES

A motion was made by Councilmember Bellock, seconded by Councilmember Billings, to approve the minutes from the regular meeting of July 18, 2022. The motion carried by the following vote:

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

Nay: 0

Absent: 3 - Darensbourg Gordon, Gibbs and Fisher-Cormier

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2022-0207

Proclamation: "Vehicular Heatstroke Awareness Month"

Sponsors: Ms. Clulee

Councilwoman Clulee spoke on the matter.
Ms. Tyrell Cornwell spoke on the matter.
Ms. Anne Haydel spoke on the matter.

Read

2 2022-0219

In Recognition: Michael K. Love, Special Olympics 2022 USA Games

Sponsors: Ms. Clulee

Read

3 2022-0220

In Recognition: Oneil J. Legendre, IV, Special Olympics 2022 USA Games

Sponsors: Ms. Clulee

Read

4 2022-0218

In Recognition: Coach Mollie Picou, Special Olympics 2022 USA Games

Sponsors: Ms. Clulee

Read

5 2022-0217

In Recognition: Coach Kenny Guedry, Special Olympics 2022 USA Games

Sponsors: Ms. Clulee

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2022-0214

The Arc of St. Charles

Ms. Victoria Bryant, Executive Director
Ms. Maggie Brantley, CFO
Ms. Salonge Smith, Executive Assistant

Councilwoman Clulee spoke on the matter.
Ms. Bryant spoke on the matter.
Councilwoman Bellock spoke on the matter.
Councilwoman Fonseca spoke on the matter.
Chairman Fisher spoke on the matter.

Reported

Councilwoman Darensbourg Gordon arrived in the meeting.

2022-0215

Department of Waterworks

Waterworks Director Gregory Gorden

Councilwoman Darensbourg Gordon spoke on the matter.
Mr. Gorden spoke on the matter.
Councilwoman Clulee spoke on the matter.
Councilwoman Fonseca spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Chairman Fisher spoke on the matter.

Reported

2022-0216

Parish President Remarks/Report

Sponsors: Mr. Jewell

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER AUTHORIZED THAT THE ORDINANCE / RESOLUTION, 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 15, 2022, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2022-0209

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

Sponsors: Mr. Jewell and Department of Economic Development and Tourism

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

2022-0224

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

Sponsors: Mr. Jewell and Department of Waterworks

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

2022-0225

An ordinance approving and authorizing the execution of a Professional Services Agreement with Duplantis Design Group, PC, to perform planning services for the Des Allemands Park Planning Services (Project No. P220208), in the not to exceed amount of $54,500.00.

Sponsors: Mr. Jewell and Department of Public Works

Chairman Fisher stated that Administration requested that File No. 2022-0225 be postponed indefinitely from introduction.

A motion was made by Councilmember Fonseca, seconded by Councilmember Billings, to Postpone Indefinitely from Introduction File No. 2022-0225. The motion carried by the following vote:

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

Nay: 0

Absent: 2 - Gibbs and Fisher-Cormier

Postponed Indefinitely from Intro.

PLANNING & ZONING PETITIONS SCHEDULED FOR PUBLIC HEARING

6 2022-0210

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on Lot 112-A, Square C, St. Charles Terrace Subdivision, New Sarpy, as requested by Fredrick Kenner & Irma Lagrange.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Denial
Planning Commission Recommended: Denial
Planning & Zoning Director Michael Albert spoke on the matter.

Speakers:
Mr. Lloyd Frickey, representing Mr. Fredrick Kenner and Ms. Irma Lagrange, Des Allemands
Mr. Frederick Kenner, New Sarpy

Public Hearing Requirements Satisfied

Council Discussion
Mr. Albert spoke on the matter.
Mr. Kenner spoke on the matter.

Proposed ordinance failed for lack of a majority by the following vote:

Yea: 2 - Darensbourg Gordon and Bellock

Nay: 5 - Billings, Fonseca, Clulee, Dufrene and Fisher

Absent: 2 - Gibbs and Fisher-Cormier

Failed

7 2022-0211

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to R-2 on Lots 1, 2, & 3, Square 35, New Sarpy Subdivision, New Sarpy, as requested by Lydia M. Roberts.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Denial
Planning Commission Recommended: Denial
Planning & Zoning Director Michael Albert spoke on the matter.

Public Hearing Requirements Satisfied

Proposed ordinance failed for lack of a majority by the following vote:

Yea: 0

Nay: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Dufrene, Bellock and Fisher

Absent: 2 - Gibbs and Fisher-Cormier

Failed

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

8 2022-0212

An ordinance to approve and authorize the execution of a Professional Services Contract by and between St. Charles Parish and Barowka and Bonura Engineers and Consultants, LLC to perform Program Administrative/Management Services in the implementation of the St. Charles Parish Residential Mitigation Program in the amount of $7,250.00 per structure mitigated.

Sponsors: Mr. Jewell and Grants Office

Reported:
Grants Office Recommended: Approval
Grants Officer Carla Chiasson spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Ms. Chiasson spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 2 - Gibbs and Fisher-Cormier

Enactment No: 22-8-1

RESOLUTIONS

38 2022-0213

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

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 comment opened
Ms. Elizabeth Tranchant, Luling
Mr. Lloyd Frickey, representing Ms. Elizabeth Tranchant, Des Allemands

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 2 - Gibbs and Fisher-Cormier

Enactment No: 6651

39 2022-0221

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

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 comment opened; no public comment

Council Discussion
Mr. Albert spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 2 - Gibbs and Fisher-Cormier

Enactment No: 6652

40 2022-0222

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

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval w/Stip. Approval with waiver.
Planning Commission Recommended: Approval w/Stip. Approval with waiver.
Planning & Zoning Director Michael Albert spoke on the matter.

Public comment opened; no public comment

Council Discussion
Mr. Albert spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 2 - Gibbs and Fisher-Cormier

Enactment No: 6653

41 2022-0223

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

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval
Planning & Zoning Director Michael Albert spoke on the matter.

Public comment opened
Ms. Andrell Lockett, Hahnville

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

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 2 - Gibbs and Fisher-Cormier

Enactment No: 6654

APPOINTMENTS

2022-0179

A resolution to appoint a member to the St. Charles Parish Civil Service Board.

Nominee:
Councilwoman Fonseca nominated Mr. Patrick O'Malley

Nomination(s) Accepted

A motion was made by Councilmember Clulee, seconded by Councilmember Darensbourg Gordon, to Close Nomination(s) for File No. 2022-0179. The motion carried by the following vote:

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

Nay: 0

Absent: 2 - Gibbs and Fisher-Cormier

Nomination(s) Closed

ADJOURNMENT

A motion was made by Councilmember Clulee, seconded by Councilmember Dufrene, to adjourn the meeting at approximately 7:29 pm. The motion carried by the following vote:

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

Nay: 0

Absent: 2 - Gibbs and Fisher-Cormier

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato

Michelle Impastato
Council Secretary

2022-0207

PROCLAMATION

WHEREAS, *according to the National Safety Council and the National Highway Traffic Safety Administration, in 2021, 23 children died of vehicular heatstroke while being left in hot vehicles, and so far in 2022, there have been nine vehicular heatstroke deaths. According to the People for the Ethical Treatment of Animals, in 2021, 59 pets died of vehicular heatstroke while being left in hot vehicles, and so far in 2022, there have been 25 heatstroke deaths; and,*

WHEREAS, *it is hard to overstate the toll this takes on families, but together we can help put an end to this tragedy by taking some important steps; and,*

WHEREAS, *"Don't Leave Me Behind" is a vehicular heatstroke prevention partnership between United Way of St. Charles Success by 6, St. Charles Women's Club, St. Charles Parish Sheriff's Office, St. Charles Parish Public Schools, St. Charles Humane Society, St. Charles Fireman's Association, St. Charles Parish Library, St. Charles Community Health Center, German Coast Farmer's Market, Four Stars Childcare Facility, and St. Charles Parish Government. Information is available through contact with any of these agencies; and,*

WHEREAS, *the following strategies can save the life of a child or pet: keep car doors locked when parked to prevent a child from climbing in and becoming trapped, never leave a child or pet in a vehicle when running errands, make it a habit to check the front and back seat of your vehicle before locking the door and walking away, place your purse or briefcase in the back seat to remind you to look before you lock, invest in a car-child-safety mirror, write a brightly-colored sticky note to put on the dash board of your car to remind you of your child or pet in the vehicle; and,*

WHEREAS, *St. Charles Parish is committed to working closely with community advocates to help prevent kids and pets from being left in cars unattended. Our goal is to educate parents and caregivers about vehicular heatstroke in order to prevent tragedies when travelling with kids and pets, no matter how short or long the trip; and,*

WHEREAS, *St. Charles Parish encourages all parents, family members, and caregivers, to work together with the agencies promoting the "Don't Leave Me Behind" prevention and awareness program, and to relay the information obtained to friends and coworkers through social media.*

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM AUGUST 2022 AS

"VEHICULAR HEATSTROKE AWARENESS MONTH"

IN ST. CHARLES PARISH AND URGE ALL CITIZENS TO HELP PREVENT THE TRAGIC LOSS OF LIFE, OF KIDS AND PETS BEING LEFT IN UNATTENDED CARS.

s/MATTHEW JEWELL
MATTHEW JEWELL
PARISH PRESIDENT

s/BETH A. BILLINGS
BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A

s/HOLLY FONSECA
HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B

ABSENT
LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I

s/MARY K. CLULEE
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

ABSENT
DICK GIBBS
COUNCILMAN, DISTRICT III

s/NICKY DUFRENE
NICKY DUFRENE
COUNCILMAN, DISTRICT IV

s/MARILYN B. BELLOCK
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

s/BOB FISHER
BOB FISHER
COUNCILMAN, DISTRICT VI

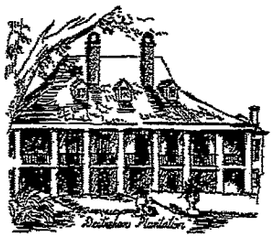
ABSENT
JULIA FISHER-CORMIER
COUNCILWOMAN, DISTRICT VII

Vehicular Heatstroke Awareness Month 2022.pcl

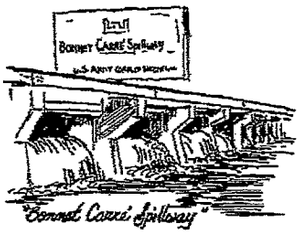
2022-0219

The Parish of St. Charles

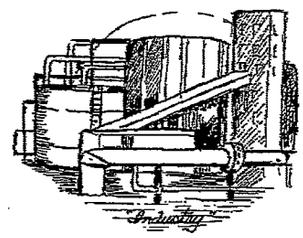
August 1, 2022



The St. Charles Parish Council and the Parish President do Hereby Recognize



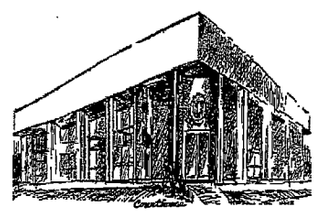
MICHAEL K. LOVE



Team Louisiana

Silver Medal - 4x50 Yard Freestyle Relay
Bronze Medal - 50 Yard Butterfly
Fourth Place - 100 Yard Freestyle

Special Olympics
2022 USA Games
Orlando, Florida
June 6-10, 2022



"PARISH OF PLENTY"
created in 1807 from the county of the "German Coast", a parish of unprecedented economic and social development, known for its hospitality, rural living and sporting opportunities... with the added distinction of being located on both sides of the Mighty Mississippi River.

MATTHEW JEWELL
PARISH PRESIDENT

BETH A. BILLINGS
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HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B

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DICK GIBBS
COUNCILMAN, DISTRICT III

NICKY DUFRENE
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

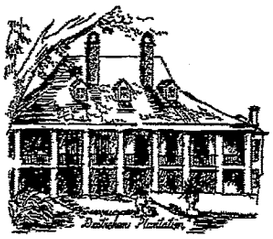
BOB FISHER
COUNCILMAN, DISTRICT VI

JULIA FISHER-CORMIER
COUNCILWOMAN, DISTRICT VII

2022-0220

The Parish of St. Charles

August 1, 2022



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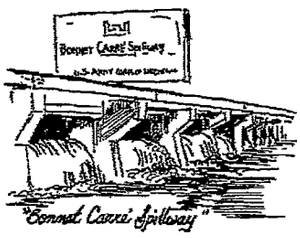
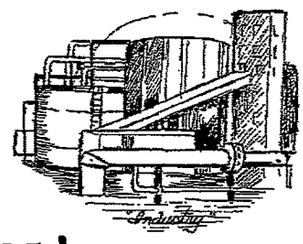
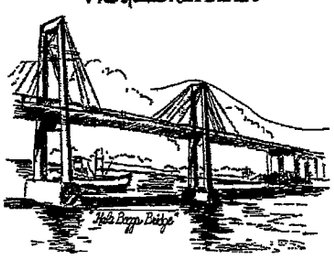




ONEIL J. LEGENDRE, IV

Team Louisiana

Fourth Place - 5x5 Unified Basketball



Special Olympics
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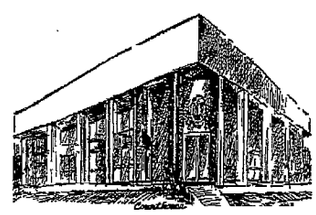

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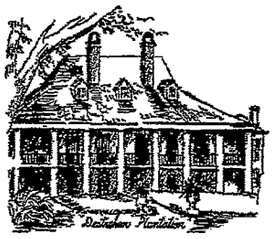
COUNCILWOMAN, DISTRICT VII

2022-0218

The Parish of St. Charles

August 1, 2022



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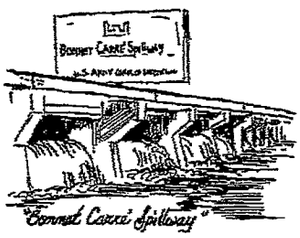
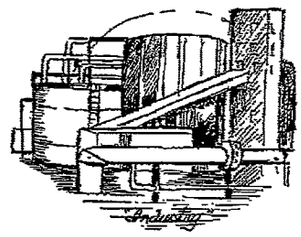
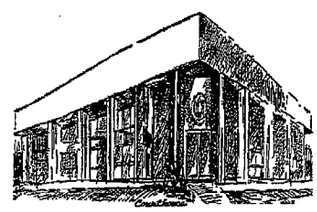




MOLLIE PICOU

Team Louisiana Bowling Coach
Special Olympics
2022 USA Games
Orlando, Florida
June 6-10, 2022
and
Dedication of 20 Years with Special Olympics



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COUNCILWOMAN, DISTRICT II

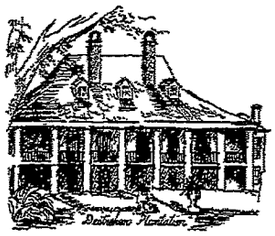
JULIA FISHER-CORMIER
COUNCILWOMAN, DISTRICT VII

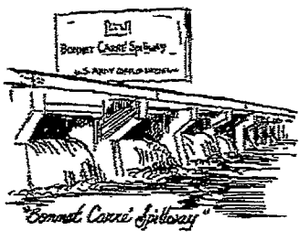
2022-0217

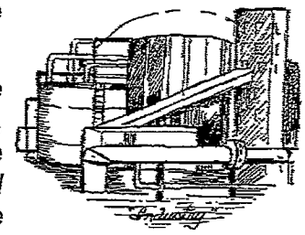
The Parish of St. Charles

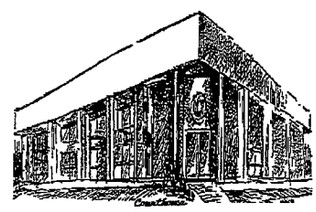
August 1, 2022

IN RECOGNITION









WHEREAS, ***Coach Kenny Guedry*** *is a native and lifelong resident of St. Charles Parish, residing in New Sarpy, Louisiana, with his wife of 38 years, Carol Waguespack. They are the proud parents of two children, Brittany Hufft and Jeremy Guedry, and proud grandparents of five grandchildren; and,*

WHEREAS, ***Coach Kenny*** *began volunteering with children and adults with intellectual disabilities in 2008 with the St. Charles Parish Challenger Baseball program and has been a volunteer coach with the Special Olympics since 2009; and,*

WHEREAS, *involvement in Special Olympics goes well beyond the ball fields and playing courts; the sense of accomplishment, fellowship, and sportsmanship empowers Special Olympic athletes to become more effective and productive family members, employees, and community members.* ***Coach Kenny*** *understands and embraces the impact that Special Olympics has on the athletes and all the coaches and volunteers; and,*

WHEREAS, ***Coach Kenny*** *was the Louisiana Swim Coach for the Special Olympics 2022 USA Games in Orlando, Florida, June 6-10, 2022 and out of more than 300 athletes, eight of his swimmers placed seventh or higher, and his team took home three gold medals, four silver medals, and four bronze medals; and,*

WHEREAS, *Parks and Recreation Director, Duane Foret, stated, "Kenny has given his knowledge and precious time as a Special Olympic Coach to give children and adults with intellectual disabilities the opportunity to learn and grow through sports related activities, and we are grateful for the impact Kenny continues to have not only on the athletes, but also the families of our Special Olympic participants in our community."; and,*

WHEREAS, ***Coach Kenny*** *has spent a great deal of time making a difference in the lives of these athletes. He trains and leads them on the local, state, and national level, allowing them to experience the joys of success and gives them the opportunity to reach their full potential.*

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, *do hereby recognize*

COACH KENNY GUEDRY

"PARISH OF PLENTY" created in 1807 from the county of the "German Coast", a parish of unprecedented economic and social development, known for its hospitality, rural living and sporting opportunities... with the added distinction of being located on both sides of the Mighty Mississippi River.

MATTHEW JEWELL
PARISH PRESIDENT

BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A

HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B

LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I

MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

DICK GIBBS
COUNCILMAN, DISTRICT III

NICKY DUFRENE
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

BOB FISHER
COUNCILMAN, DISTRICT VI

JULIA FISHER-CORMIER
COUNCILWOMAN, DISTRICT VII

2022-0210

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

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on Lot 112-A, Square C, St. Charles Terrace Subdivision, New Sarpy, as requested by Fredrick Kenner & Irma Lagrange.

WHEREAS, the property owner requests rezoning from R-1A to R-1A(M) on Lot 112-A, Square C, St. Charles Terrace Subdivision, New Sarpy, as requested by Fredrick Kenner & Irma Lagrange; and,

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

WHEREAS, the Planning and Zoning Commission recommended denial of the request at its regular meeting of July 7, 2022.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A to R-1A(M) on Lot 112-A, Square C, St. Charles Terrace Subdivision, New Sarpy, as requested by Fredrick Kenner & Irma Lagrange.

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 R-1A(M) on Lot 112-A, Square C, St. Charles Terrace Subdivision, New Sarpy, as requested by Fredrick Kenner & Irma Lagrange.

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

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

PROPOSED ORDINANCE FAILED FOR LACK OF A FAVORABLE MAJORITY ON AUGUST 1, 2022.

2022-0210 Failed Kenner Ord 2022-10-R.docx

2022-0211

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

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to R-2 on Lots 1, 2, & 3, Square 35, New Sarpy Subdivision, New Sarpy, as requested by Lydia M. Roberts.

WHEREAS, the property owner requests rezoning from R-1A(M) to R-2 on Lots 1, 2, & 3, Square 35, New Sarpy Subdivision, New Sarpy; and,

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

WHEREAS, the Planning and Zoning Commission recommended denial of the request at its regular meeting of July 7, 2022.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A(M) to R-2 on Lots 1, 2, & 3, Square 35, New Sarpy Subdivision, New Sarpy, as requested by Lydia M. Roberts.

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(M) to R-2 on Lots 1, 2, & 3, Square 35, New Sarpy Subdivision, New Sarpy, as requested by Lydia M. Roberts.

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

YEAS: NONE

NAYS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, BELLOCK, FISHER

ABSENT: GIBBS, FISHER-CORMIER

PROPOSED ORDINANCE FAILED FOR LACK OF A FAVORABLE MAJORITY ON AUGUST 1, 2022.

2022-0154 Failed Ord 2022-6-R.docx

2022-0212

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE)

ORDINANCE NO. 22-8-1

An ordinance to approve and authorize the execution of a Professional Services Contract by and between St. Charles Parish and Barowka and Bonura Engineers and Consultants, LLC to perform Program Administrative/Management Services in the implementation of the St. Charles Parish Residential Mitigation Program in the amount of $7,250.00 per structure mitigated.

WHEREAS, St. Charles Parish has/intends to secure grant awards through FEMA's Flood Mitigation Assistance and Hazard Mitigation Grant Programs (and any other funding that may become available) to mitigate Severe Repetitive Loss and Repetitive Loss residential structures; and,

WHEREAS, said grant programs will provide funding necessary for the mitigation of structures to reduce or eliminate the risk of flood damage to said structures insured under the National Flood Insurance Program (NFIP) and the property owners are responsible for any required local match for their respective properties; and,

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

WHEREAS, the RFP was publicly advertised and proposals were received on June 30, 2022; and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Selection Criteria set forth in the RFP and it is recommended that the Contract be awarded to Barowka and Bonura Engineers and Consultants, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Contract for Program Administrative/ Management Services for task orders associated with the St. Charles Parish Residential Mitigation Program by and between St. Charles Parish and Barowka and Bonura Engineers and Consultants, LLC is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, BELLOCK, FISHER

NAYS: NONE

ABSENT: GIBBS, FISHER-CORMIER

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

CHAIRMAN: Bill Fisher

SECRETARY: Michelle Lapostato

DLVD/PARISH PRESIDENT: August 2, 2022

APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell

RETD/SECRETARY: August 2, 2022

AT: 3:57 pm RECD BY:

EXHIBIT A

ST. CHARLES PARISH

Professional Services Contract
for
Program Administrative/Management Services
For task orders associated with the St. Charles Parish Residential Mitigation Program

PART I

This Contract for program administrative/management services is made and entered into this ____ day of _____, 2022, by and between St. Charles Parish, State of Louisiana (hereinafter called the PARISH), acting herein by Matthew Jewell, Parish President, hereunto duly authorized, and Barowka and Bonura Engineers and Consultants, LLC, a limited liability corporation organized under the laws of the State of Louisiana (hereinafter called the CONSULTANT), acting herein by Jeffrey Bonura, P.E., Member, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the PARISH has/intends to secure funding through the Federal Emergency Management Agency's (FEMA) Flood Mitigation Assistance and Hazard Mitigation Grant Programs (and any other funding that may become available) to mitigate Severe Repetitive Loss and Repetitive Loss residential structures; and,

WHEREAS, the PARISH desires to engage the CONSULTANT to render certain program management and representation services in the implementation of its Residential Mitigation Programs:

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

1. Employment of CONSULTANT

The PARISH hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this Contract.

2. Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, assist the PARISH with its Elevation Program by performing the following scope of services, including but not limited to:

a. Coordinate and host a Program Kick-Off Meeting for all property owners to attend to ensure that the owner understands all policies and restrictions that affect the mitigation of his or her property, and to collect any missing data. During the meeting, ensure that the property owner understands the mitigation process in general, duplication of benefits (DOB), the match requirement, and all St. Charles Parish policies and procedures.
b. Conduct individual Program Kick-Off Meetings with each property owner as needed.
c. Confirm information previously gathered remains valid and accurate.
d. Ensure execution of the Statement of Voluntary Participation and Affidavit, and the Applicant's Certification.
e. Ensure the existence of records of sufficient photos of the current pre-mitigation property conditions, including all doors, utilities, and central or window air conditioning units.
f. Provide guidance to each property owner regarding the filing of an ICC claim, the proceeds of which are to be used towards each property owner's required match and provide administrative assistance to property owners as needed.
g. Provide each property owner with a list of qualified contractors screened by the consultant and approved by the Parish; ensure that each property owner obtains at least three bids from qualified contractors on the list.
h. Review bids for cost reasonableness and any errors or ineligible items.
i. Coordinate with the property owner for the completion and review of elevation/mitigation plans, foundation designs, construction details, elevation certificates, and permitting prior to construction to assure compliance with the grant programs, Parish building codes and requirements, as well as local, State, and Federal regulations, and provide copies of all documentation to the Parish.
j. Facilitate the eligibility review of the proposed elevation by grant agency/agencies.
k. Compile necessary pre-construction documentation required and package for Parish review and approval.
l. Assist the Parish with the preparation of the construction contract for the property owner to execute with the mitigation contractor selected.
m. Coordinate and host a Pre-Construction Kick-Off Meeting with the property owner, construction contractor, project manager, and St. Charles Parish.
n. Collect documentation of payment of the match requirement from each property owner.
o. Arrange additional meetings, as needed, with the St. Charles Parish Dept. of Planning & Zoning, the property owner, and contractor to discuss construction permitting, code compliance, and inspections.
p. Draft and issue Notice to Proceed.
q. Conduct periodic site visits to inspect ongoing construction and complete monitoring reports for each milestone that include photos, progress updates, issues of concern, etc. to submit to St. Charles Parish.
r. Review milestone payment requests from contractors for compliance with program requirements, compile all necessary documentation, and submit to Parish for approval and

payment to each homeowner. Coordinate with homeowners for check endorsement and remit payment to contractors.

s. Coordinate and host Final Site Visit Meetings following construction with the property owner, construction contractor, project manager, and St. Charles Parish and document any discrepancies.
t. Review, analyze, and evaluate requests for Change Orders and prepare Change Orders for execution by the contractor, property owner, and the Parish.
u. Assist the Parish in responding to information and data requests.
v. Coordinate with the grant agency, as needed.
w. Comply with all grant program mandates and documentation requirements.
x. Develop and submit monthly progress reports to the Parish that summarize the status of individual projects and include other information necessary such as the program progress as a whole.
y. Assist the Parish in the preparation and submission of the requests for reimbursement.
z. Assist the Parish in the preparation of grant program quarterly reports.
aa. Assist the Parish in establishing project files. These files must demonstrate compliance with grant program requirements and all applicable local, State, and Federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the Parish's files.
bb. Attend and assist the Parish during grant agency monitoring visit(s) and prepare the Parish's response to any monitoring findings.
cc. Protect each property owner's right to privacy pursuant to the Privacy Act of 1974 by restricting communication regarding the mitigation of their respective property to only Parish Administrators, the property owner, their selected mitigation construction contractor, the surveyor, and grant agency. Parish approval must be obtained prior to communicating with any other individual/agency other than those aforementioned.
dd. Provide extensive knowledge, experience, and technical competence in dealing with elevation or mitigation reconstruction programs, specifically including the requirements associated with FEMA's Flood Mitigation Assistance and Hazard Mitigation Grant Programs, NFIP Increased Cost of Compliance, as well as construction management, and ASCE 24 standards.
ee. Maintain staff members that have experience with elevation or mitigation reconstruction grant funding programs.

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

3. Term of Contract

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

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

4. Access to Information

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

5. Compensation and Method of Payment

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

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

The CONSULTANT shall submit invoices to the PARISH for payment no more than once a month. These invoices shall summarize the percent complete of each milestone for each structure of which

charges are billed. Each invoice amount due will be the percent complete for the period less any previous payments.

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

6. Ownership of Documents

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

7. Liability

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

8. Insurance

a. The CONSULTANT shall secure and maintain at its expense such insurance that will protect it and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Contract.
b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) for one person and not less than ONE MILLION DOLLARS ($1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) for each accident and not less than ONE MILLION DOLLARS ($1,000,000.00) aggregate.

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

9. Records and Monitoring Visits/Audits

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

10. Terms and Conditions

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

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

11. Address of Notices and Communications

PARISH
Mr. Matthew Jewell
Parish President
St. Charles Parish
Post Office Box 302
Hahnville, LA 70057

CONSULTANT
Mr. Jeffrey Bonura, P.E.
Member
BBEC
209 Canal Street
Metairie, LA 70005

With a copy to:

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

12. Jurisdiction

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

13. Termination or Suspension

a. This Contract may be terminated for any reason by either party upon thirty (30) days written notice.
b. The CONSULTANT, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract.
c. The CONSULTANT shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Contract to the date of termination.
d. The Owner shall then pay the CONSULTANT promptly that portion of the prescribed fee to which both parties agree.

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

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

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

14. Headings

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

15. Entire Contract

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

16. Authorization

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

Witness

Witness

Witness

Witness

St. Charles Parish

BY: _____
Matthew Jewell
Parish President

Barowka and Bonura Engineers and Consultants, LLC

BY: _____
Jeffrey Bonura, P.E.
Member

EXHIBIT A

ST. CHARLES PARISH

Professional Services Contract

for

Program Administrative/Management Services
For task orders associated with the St. Charles Parish Residential Mitigation Program

PART II

Compliance Provisions for Federally Assisted Professional Services Contracts

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

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

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

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part

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

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

2. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

The Contractor further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the

equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

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

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

3. **CIVIL RIGHTS**

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

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

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules,

regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

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

6. AGE DISCRIMINATION ACT OF 1975

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

7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

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

8. INSPECTION

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

9. REPORTING REQUIREMENTS

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

10. CONFLICT OF INTEREST

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

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

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

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

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

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

12. PATENTS

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

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

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

13. COPYRIGHT

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

14. TERMINATION FOR CAUSE

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

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

15. TERMINATION FOR CONVENIENCE

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

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

16. ENERGY EFFICIENCY

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

17. SUBCONTRACTS

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

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

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

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

18. UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS

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

19. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

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

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

20. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

22. CHANGES

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

23. PERSONNEL

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

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

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

24. ASSIGNABILITY

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

25. **INTEREST OF CONTRACTOR**

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

26. **POLITICAL ACTIVITY**

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

27. **COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

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

28. **DISCRIMINATION DUE TO BELIEFS**

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

29. **CONFIDENTIAL FINDINGS**

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

30. **LOBBYING**

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

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

officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

31. DRUG-FREE WORKPLACE

(Applicable to all contracts in excess of Simplified Acquisition Threshold ($250,000))

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

A. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establish an ongoing drug-free awareness program to inform such employees about - The dangers of drug abuse in the workplace; The contractor's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs; and The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (A) of this clause;

D. Notify such employees in writing in the statement required by subparagraph (A) of this clause that, as a condition of continued employment on this contract, the employee will abide by the terms of the statement; and Notify

the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (D) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

F. Within 30 days after receiving notice under subdivision (D) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

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

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

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

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

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

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

B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

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

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

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

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

C. Exceptions.

1. This clause does not prohibit contractors from providing—

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

   ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such

equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:

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

   ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

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

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

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

EXHIBIT B

ST. CHARLES PARISH

Program Administrative/Management Services for the St. Charles Parish Residential Mitigation Program

AUTHORITY TO EXECUTE

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this _____ day of_____, 20____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Parish of St Charles.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until St. Charles Parish, has been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____ a corporation created under the laws of the State of_____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20___, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20___.

_____
SECRETARY

EXHIBIT C

ST. CHARLES PARISH

Program Administrative/Management Services for the St. Charles Parish Residential Mitigation Program

NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

_____, being first duly sworn, deposes and says that:

(1) He is the _____ of
(Owner, Partner, Officer, Representative or, Agent)

_____, the Bidder, and that
(Name of Proposer)
the Bidder has submitted the accompanying Proposal to the Parish of St. Charles, Louisiana, the Owner;

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

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

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

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

(6) That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the contract or in securing the contract were in the regular course of their duties for him; and that no part of the contract price to be received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the contract were in the regular course of their duties for him;

Bidder _____

By _____

Title _____

Subscribed and sworn to before me

this ____ day of _____, 20____ at _____, Louisiana

My commission expires _____ SEAL

CERTIFICATE OF AUTHORITY FOR

BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, L.L.C.

The undersigned (the "Member") hereby certifies on behalf of Barowka and Bonura Engineers and Consultants, L.L.C. (the "Company"), the Member is the sole member and sole manager of the Company and is the sole member and sole manager required to transact the Company's business and to grant the authority granted herein. The Member hereby certifies that the Company is a limited liability company or domestic limited liability company, as such terms are defined in La. Rev Stat Ann § 12:1301, organized under the laws of Louisiana, and registered with the Secretary of State of Louisiana in accordance with La. Rev Stat Ann § 12:1301 et seq.

The Company and its sole Member hereby expressly authorizes and permits Jeffrey Bonura, (hereinafter "Authorized Individual") to bid, enter into, and contract with St. Charles Parish, and any of its subdivisions, entities, affiliates and assigns for the purposes of providing Engineering Services, Planning and Development, Consulting Services, and Construction Services.

The Company further authorizes and permits the Authorized Individual to do and perform any and all acts and sign any and all agreements, obligations, instruments, and other writing of any kind whatsoever required or requested by St. Charles Parish in connection with the authorization granted herein.

The Company agrees that all transactions by the Authorized Individual in connection with the said transfer prior to the execution of this Certificate of Authority are hereby approved, confirmed and ratified.

This Certificate of Authority has been signed on this 18th day of July, 2022.

Manager and Sole Member:

Jeffrey Bonura, P.E.

Sworn to and subscribed before me,
Notary, this 18th day of July, 2022.

RONALD W. MORRISON, JR.,
NOTARY PUBLIC (LA Bar 29357)

OFFICIAL SEAL
RONALD W. MORRISON, JR.
LA BAR ROLL NO. 29357
NOTARY PUBLIC ATTORNEY
ENTIRE STATE OF LOUISIANA
COMMISSION FOR LIFE

2022-0213

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

RESOLUTION NO. 6651

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

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

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

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

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

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, BELLOCK, FISHER

NAYS: NONE

ABSENT: GIBBS, FISHER-CORMIER

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

CHAIRMAN: Billy Fisher

SECRETARY: Michelle Lapadato

DLVD/PARISH PRESIDENT: August 2, 2022

APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell

RETD/SECRETARY: August 2, 2022

AT: 3:57 pm RECD BY:

2022-0221

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

RESOLUTION NO. 6652

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

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

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

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

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

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

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, BELLOCK, FISHER

NAYS: NONE

ABSENT: GIBBS, FISHER-CORMIER

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

CHAIRMAN: Bob Fisher

SECRETARY: Michelle Lupastato

DLVD/PARISH PRESIDENT: August 2, 2022

APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell

RETD/SECRETARY: August 2, 2022

AT: 3:57 pm RECD BY:

2022-0222

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

RESOLUTION NO. 6653

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

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

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

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

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

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

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, BELLOCK, FISHER

NAYS: NONE

ABSENT: GIBBS, FISHER-CORMIER

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

CHAIRMAN: Bob Fisher

SECRETARY: Michelle Lapostato

DLVD/PARISH PRESIDENT: August 2, 2022

APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: August 2, 2022

AT: 3:57 pm RECD BY:

2022-0223

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

RESOLUTION NO. 6654

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

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

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

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

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

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, BELLOCK, FISHER

NAYS: NONE

ABSENT: GIBBS, FISHER-CORMIER

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

CHAIRMAN: B.J. Fisher

SECRETARY: Michelle Lipastato

DLVD/PARISH PRESIDENT: August 2, 2022

APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell

RETD/SECRETARY: August 2, 2022

AT: 3:57 pm RECD BY: