

ST. CHARLES PARISH PUBLIC NOTICES



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



La Sandra Darenbourg Gordon
Councilwoman, District I
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Mary K. Clulee
Councilwoman, District II
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Nicky Dufrene
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Councilwoman, District V
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Bob Fisher
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985-240-0172
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Councilwoman, District VII
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Beth Billings
Councilwoman, Division A
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Holly Fonseca
Councilwoman-At-Large, Division B
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hfonseca@stcharlesgov.net

Public Notice

ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT

THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON MAY 18, 2023 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

POSTPONED CASES:

2023 7 ZBA requested by **Atmos Energy Corp.** to reduce the required setback for a generator at **101 Barreca Street, Norco**. Zoning District C-2. Council District 6.

2023 8 ZBA requested by **Chelsea Campeaux** to allow a residential accessory building within a front yard and reduce the required front yard setback at **594 West Easy St, Destrehan**. Zoning District R-1A. Council District 6.

NEW CASES:

2023 9 ZBA requested by **George and Lisa Lou** to remove the height limit for a residential fence within the front yard setback at **102 Panther Run Drive, Destrehan**. Zoning District R-1A. Council District 3.

2023 10 ZBA requested by **Eva Noto** to reduce the required front yard setback for an attached patio cover at **202 Davis Drive, Luling**. Zoning District R-1A. Council District 2.

2023 11 ZBA requested by **Xavier Jimenez and Vanessa Castellanos** to remove the height limit for a residential fence within the front yard setback at **517 Paul Frederick Street, Luling**. Zoning District R-1A(M). Council District 7.

2023 12 ZBA requested by **Evan Barbier** to reduce the required construction elevation at **250 Grand Bayou Road, Des Allemands**. Zoning District O-L. Council District 4.

2023 13 ZBA requested by **Robert and Heidi Lasserre** to reduce the required construction elevation at **318 Kirk Drive, Paradis**. Zoning District R-1A(M). Council District 4.

2023 14 ZBA requested by **Robert and Heidi Lasserre** to reduce the required construction elevation at **449 Estay Lane, Paradis**. Zoning District R-1A(M). Council District 4.

2023 15 ZBA requested by **Mekiva Dumas** to reduce the required rear yard setback for an attached patio cover at **133 Cove Pointe Drive, Luling**. Zoning District R-1A. Council District 7.

ALTERNATE DATE: 5/25
PUBLISH 5/4, 5/11, 5/18

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Road Maintenance 2022-23, Project No. P220501 as follows:

Owner: St. Charles Parish

Project Title: Road Maintenance 2022-23

Project No.: P220501

Principal Work Location: The Contract Work will be located on the East and West Banks of St. Charles Parish, Louisiana.

Description of Basic Work: The Contract Work comprises the repair of existing asphalt streets and the placement of shoulder material in St. Charles Parish, Louisiana.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 10:00 a.m. local time on May 23, 2023**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Digital Engineering & Imaging, Inc., 527 W. Esplanade Avenue Suite 200 Kenner, LA 70065. Phone: (504) 468-6129.

A payment of \$ 100.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on May 11, 2023 at 10:00 a.m. the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **Non-Mandatory**.

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

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

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

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


St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, April 27, 2023
Thursday, May 04, 2023
Thursday, May 18, 2023

Public Notice

You and I ... We are 

Advertisement for Qualifications

Qualifications must be submitted to St. Charles Parish School Board (SCPSB) electronically via the Central Auction House website located at the "Online Bids & RFPs" link under the Resources tab on the SCPSB website <https://www.stcharles.k12.la.us/>. Firms are responsible for checking the website above periodically for any updates or revisions to the Request for Qualifications (RFQ).

Excess Workers' Compensation Insurance Broker

Submission dates: April 27, 2023 – May 30, 2023

Advertising dates in the St. Charles Herald-Guide, official journal of St. Charles Parish Public Schools, shall be:


Thursday, May 4, 2023
Thursday, May 18, 2023

The St. Charles Parish Public School Board reserves the right to reject any and all proposals.

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

Publish: May 4 & 18, 2023

Public Notice

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Performance Bonds Broker

Submission dates: April 27, 2023 – May 30, 2023

Advertising dates in the St. Charles Herald-Guide, official journal of St. Charles Parish Public Schools, shall be:

Thursday, May 4, 2023
Thursday, May 18, 2023

The St. Charles Parish Public School Board reserves the right to reject any and all proposals.

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Publish: May 4 & 18, 2023

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Student Accident Insurance Broker

Submission dates: April 27, 2023 – May 30, 2023

Advertising dates in the St. Charles Herald-Guide, official journal of St. Charles Parish Public Schools, shall be:

Thursday, May 4, 2023
Thursday, May 18, 2023

The St. Charles Parish Public School Board reserves the right to reject any and all proposals.

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

Publish: May 4 & 18, 2023

Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of **Low and High** alcoholic content at retail in the Parish of St. Charles at the following address:

Basketry by Phina, LLC
12337 Hwy 90
Luling, Louisiana 70070
Member: Linda Dalton

PUBLISH: May 11 & 18, 2023

Public Notice

The United Way of St. Charles is applying to the St. Charles Parish Sheriff's Office for a permit to conduct the United Way of St. Charles Battle for the Paddle on Thursday, October 5, 2023 from 3:00pm to 8:00 p.m. at the Judge Edward Dufresne Community Center, 274 Judge Edward A. Dufresne Parkway, Luling, La 70070, in the Parish of St. Charles, Louisiana. Alcohol will be served at this event. The time of the festival: Thursday, October 5, 2023 from 3:00pm to 8:00 p.m.

Publish: May 11 & 18, 2023

Public Notice

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

PUBLISH: May 11 & 18, 2023

Public Notice

Anyone knowing the whereabouts of **Gerald T. Wiegand**, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 985-722-4003.

PUBLISH: May 11 & 18, 2023

Public Notice

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

Publish: May 11 & 18, 2023

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **2023 Mount Zion Community Church Gospel Festival** on Sunday, May 28, 2023 at Westbank Bride Park 13825 River Rd., Luling, La. 70070 in the Parish of St. Charles. The time of the Festival: **Sunday, May 28, 2023 from 9:00am – 7:00pm**

Publish: May 11 & 18, 2023

Public Notice

Anyone knowing the whereabouts of **Bolden, John**. Please contact Attorney Lauren Rogers at 504-468-1100.

Publish: May 18 & 25, 2023

Public Notice

ADVERTISEMENT FOR BIDS

The Port of South Louisiana, Parish of Saint John the Baptist, hereby advertises for bids for:

Project: Port of South Louisiana Hurricane Ida Damages and Renovation of Retrofit Roof -Building No. 20 Retrofit Roof Design Task Order 17 Reserve, Louisiana

Description of Basic Work: Scope of work consists of the removal of an existing retrofit roofing system, existing metal flashing, existing metal gutters and downspouts. The installation of a new standing seam retrofit metal roofing system, flashing, gutters and downspouts on the North Side of the building.

Alternate #1 – Includes the removal and replacement of existing damaged retrofit metal roof panels and flashing on the southern portion of the building as indicated in the construction documents.

Alternate #2 – Includes the removal of the existing retrofit metal roofing system, metal flashing, gutters and downspouts, and the installation of a new standing seam retrofit metal roofing system, metal flashing, gutters, and downspouts on the south side of the building.

Sealed Bids must be received by the Port of South Louisiana, 1720 Louisiana Highway 44, Reserve, Louisiana 70084, either by mail, hand delivery or electronic bid, **NO LATER THAN 10:00 AM, local time Tuesday, June 6, 2023** Attn: Paul Matthews. Sealed Bid Enclosed-Hurricane Ida Related Damages Demolition and Renovation retrofit Roofs Building No. 20 Retrofit Roof Design, Contractor's License Number and Contractor's name should be printed outside of the sealed bid. Promptly thereafter, the bids will be publicly opened and read aloud at the Port of South Louisiana, 1720 Louisiana Highway 44, Reserve, Louisiana 70084.

Electronic bids are accepted on the Central Auction House Bidding Website: www.centralbidding.com no later than 10:00 am local time Tuesday, June 6, 2023.

Complete Bidding Documents may be examined at the Port of South Louisiana, 1720 Louisiana Highway 44, Reserve, Louisiana 70084 or at www.centralbidding.com Complete Bidding Documents may be obtained from:

Linfield, Hunter & Junius, Inc.
3608 18th Street
Suite 200
Metairie, Louisiana 70002
Telephone: 504-833-5300
Fax: 504-833-5350
E-mail: lhcadwick@lhjunius.com

upon deposit of \$100.00 for each set of documents. Deposit on the first two sets are fully refundable to all bonafide prime Bidders upon return of the documents, in good condition, no later than ten (10) days after receipt of bids. Fifty percent (50%) of the deposit of all other sets of documents will be refunded upon return of documents as stated above.

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

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

In accordance with La R.S. 38:2212 B. (5) Written evidence of the authority of the person signing the bid for public works shall be submitted at the time of bidding. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

- The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
- The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.
- The legal entity has filed in the appropriate records of the secretary of state of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

All required Certificates of Liability Insurance shall list the Port of South Louisiana as "additionally insured".

A MANDATORY PRE-BID CONFERENCE WILL BE HELD

On Tuesday, May 23rd, 2023 at 10:00 AM
at the Port of South Louisiana – Building 60, Globalplex
Facility, 147 Henderson Street, Reserve, Louisiana 70084.

Prospective bidders who fail to attend or remain in attendance for the duration of the pre-bid conference shall be prohibited from submitting a bid for the project.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Building Construction**. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(A) (1) (c). No bid may be withdrawn for a period of forty-five (45) calendar days after the actual date of opening thereof. The parties may mutually agree to extend the bid for additional days.

Pursuant to La R.S. 38:2214(B) the Owner reserves its right to reject any and all bids for just cause, to waive any and all informalities not involving price, time or changes to the Work, and the right to disregard all nonconforming, unresponsive, unbalanced or conditional bids. In accordance with La. R.S. 38:2212(A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

Contractor employees must be able to legally work in the United States – either a U.S. citizen or foreign citizen who has the necessary authorization.

The contract will be awarded to the lowest responsive and responsible bidder without discrimination on grounds of race, color, sex or national origin. Disadvantaged businesses are encouraged to submit bids.

When a project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

OWNER

BY: Paul MatthewsTITLE: Executive Director

Advertisement Dates: May 11, 2023 – May 18, 2023 – May 25, 2023

Public Notice

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

St. Charles Parish is hereby soliciting the submittal of Proposals from Contractors interested in providing **Disaster Emergency & Recovery Services to St. Charles Parish** under Project No. **P202207** as follows:

Contract Owner: **St. Charles Parish**

Contract Name: **P202207 Contract for Disaster Emergency and Recovery Services**

Principal Work Location: The Contract Work will be located generally throughout the entire Parish. Description of the Basic Work: The Contract Work comprises the response to disaster emergency services and disaster recovery services from scattered sites throughout St. Charles Parish until December 31, 2023 with one (1) one year extension option.

Proposals: Eligible firms must have demonstrated experience in managing FEMA reimbursable emergency and recovery services projects. Individual Request for Proposal packages are available for the service stated above.

St. Charles Parish will receive proposals from Proposers having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by St. Charles Parish may be included elsewhere in the solicitation. This solicitation may result in the awarding of certain items of work to support work being performed by others under existing contracts. There is no guarantee that all work items will be assigned or that the successful proposer will be the first assigned to perform the services. The items associated with establishment of base camp activities will be considered the primary responsibility of the successful proposer under this contract and will be the first respondent if work is required.

The Proposer may be required before the award of any contract to show to the complete satisfaction of St. Charles Parish that it has the necessary facilities, ability, and financial resources to provide the services therein in a satisfactory manner. The Proposer may also be required to give a past history and references in order to satisfy St. Charles Parish in regard to the Proposer's qualifications. St. Charles Parish may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to St. Charles Parish all information for this purpose that may be requested. St. Charles Parish reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy St. Charles Parish that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein.

In order for your Proposal to be considered, proposals (one original and six copies) must be received by the ST. CHARLES PARISH COUNCIL, Parish of St. Charles, Louisiana, 15045 River Road, Court House Building, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, **no later than 10:00 a.m. local time on June 01, 2023**. Promptly thereafter, the proposals will be publicly opened in the Council Chambers of the St. Charles Parish Court House Building.

Run Advertisement on the following dates:

Thursday, May 11, 2023
Thursday, May 18, 2023

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of West Bank Bridge Park Improvements, Phase I Lighting as follows:

Owner: **St. Charles Parish**

Project Title: **West Bank Bridge Park Improvements, Phase I Lighting**

Project No.: **RECWB122**

Principal Work Location: **West Bank Bridge Park, 13825 River Road, Luling, LA 70070**

Description of Basic Work: **Installation of new light poles and fixtures for baseball fields 1 and 2 and the tennis courts at the West Bank Bridge Park in Luling, LA 70070.**

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 2:00 p.m. local time on June 6, 2023**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC, 14433 River Road, Hahnville, LA 70057.

A payment of \$ 100.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on May 23, 2023 at 2:00 p.m. at the Edward A. Dufresne Community Center, **274 Judge Edward Dufresne Parkway, Luling, Louisiana**. Attendance of the Pre-Bid Conference is **Mandatory**.

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

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

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

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St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, May 04, 2023
Thursday, May 11, 2023
Thursday, May 18, 2023

Public Notice



I, **Daniel A. Kinder**, have been convicted of Pornography Involving Juveniles. Date of Conviction: 09/15/2011. My address is: 313 Maryland Drive, Luling, La. 70070.

RACE: White
SEX: Male
DOB: 06/20/1997
HGT: 5'11"
WGT: 300
HAIR COLOR: Brown
EYE COLOR: Brown

PUBLISH: May 11 & 18, 2023

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

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato Council Secretary

Publish: May 18, 2023

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, MAY 8, 2023, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW AT THE PARISH COUNCIL OFFICE, COURTHOUSE, HAHNVILLE.

2023-0085

An ordinance approving and authorizing the execution of an Agreement between St. Charles Parish and Messina's Concessions, Inc., to provide Professional Catering Services at the Edward A. Dufrene Community Center.

Sponsors: Mr. Jewell and Department of Parks and Recreation

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

Council Discussion Mr. Foret spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 23-4-10

2023-0087

An ordinance to approve a purchase and/or expropriate a 0.174 acre servitude designated as Parcel A-3 and a 1.156 acre servitude designated as Parcel A-4 over property owned by Cristina & Lauricella, Inc., for the Montz Pump Station and Drainage Modification Project.

Sponsors: Mr. Jewell and Department of Public Works

Reported: Department of Public Works Recommended: Approval Public Works Director Miles Bingham invited Senior Projects Manager Sam Scholle to the podium to speak on the matter. Mr. Scholle spoke on the matter. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 23-4-11

2023-0088

An ordinance approving and authorizing the execution of a Professional Services Agreement with N-Y Associates, Inc., to perform professional services for the Highway 90 Overlay Zone project, in the not to exceed amount of \$150,320.00.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported: P & Z Department Recommended: Approval Parish President Matthew Jewell spoke on the matter. Planning & Zoning Director Michael Albert spoke on the matter. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 1 - Dufrene

Enactment No: 23-4-12

RESOLUTIONS

2023-0103

A resolution approving a waiver of distance requirements for a restaurant establishment from five hundred feet (500') to not less than three hundred feet (300') from a protected building used exclusively as a church for Boudreaux's River Road Restaurant located at 11760 River Road, St. Rose as requested by Crystal Durand.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Public comment opened on the deviation; no public comment

A motion was made by Councilmember Gibbs, seconded by Councilmember Darenbourg Gordon, to deviate from the regular order of the agenda to take up File No. 2023-0103; a matter not on the agenda. The motion carried by the following vote:

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

Nay: 0

Deviated

Reported: Department of Planning and Zoning Recommended: Approval

Public comment opened; no public comment

Planning & Zoning Director Michael Albert spoke on the matter.

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

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher and Fisher-Cormier

Nay: 1 - Bellock

Enactment No: 8591

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

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

Nay: 0

Returned

APPOINTMENTS

2023-0074

A resolution appointing Mr. Ryant D. Price to the St. Charles Parish Planning & Zoning Commission as the District V Representative.

VOTE ON THE APPOINTMENT OF MR. RYANT D. PRICE

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

Nay: 0

Enactment No: 8692

ADJOURNMENT

A motion was made by Councilmember Fonseca, seconded by Councilmember Fisher, to adjourn the meeting at approximately 7:41 pm. The motion carried by the following vote:

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

Nay: 0

2023-0102 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 23-5-1 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to M-1 on Lots 526, 527, 528, and 529, Sunset Drainage District, as shown on the survey by J.C. Lovell dated October 1, 1959, municipal address 837 Bayou Gauche Road (LA 306), Paradis, as requested by Brandt Dufrene on behalf of One Mile, LLC.

WHEREAS, Brandt Dufrene on behalf of One Mile, LLC requests a rezoning from O-L to M-1 on Lots 526, 527, 528, and 529, Sunset Drainage District, as shown on the survey by J.C. Lovell dated October 1, 1959, municipal address 837 Bayou Gauche Road (LA 306), Paradis; and,

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

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting on April 13, 2023.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981, is amended to change the zoning classification from O-L to M-1 on Lots 526, 527, 528, and 529, Sunset Drainage District, as shown on the survey by J.C. Lovell dated October 1, 1959, municipal address 837 Bayou Gauche Road (LA 306), Paradis, as requested by Brandt Dufrene on behalf of One Mile, LLC.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from O-L to M-1 on Lots 526, 527, 528, and 529, Sunset Drainage District, as shown on the survey by J.C. Lovell dated October 1, 1959, municipal address 837 Bayou Gauche Road (LA 306), Paradis, as requested by Brandt Dufrene on behalf of One Mile, LLC.

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

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

And the ordinance was declared adopted this 8th day of May, 2023 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings SECRETARY: Michelle Impastato DLVD/PARISH PRESIDENT: May 9, 2023 APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell RETD/SECRETARY: May 9, 2023 AT: 3:45 pm RECD BY:

2023-0099 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 23-5-2 An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$26,000.00.

WHEREAS, Ordinance No. 19-7-1 adopted on July 1, 2019, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Evans-Graves Engineers, Inc., to perform engineering services for Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507) also known as a project that improves conveyance capacity in a canal in the vicinity of Destrehan Pump Station (P.S.) No. 2. (Parish Project Number P190507); and,

WHEREAS, Ordinance No. 22-12-7 adopted on December 5, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Cycle Construction Company, LLC, for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the amount of \$2,264,960.00; and,

WHEREAS, St. Charles Parish desires to test for vibrations during sheet pile installation at the Hydraulic Bottleneck Near Destrehan P.S. No. 2 project site; and,

WHEREAS, testing services will also consist of any soils testing (field and laboratory) necessary to verify backfill is adequate; and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., to perform testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507) in the not to exceed amount of \$26,000.00 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 8th day of May, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings SECRETARY: Michelle Impastato DLVD/PARISH PRESIDENT: May 9, 2023 APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell RETD/SECRETARY: May 9, 2023 AT: 3:45 pm RECD BY:

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the day of 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and ALPHA TESTING AND INSPECTION, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2 Project No. P190507 as described in Ordinance No. 23-5-2 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2 Project No. P190507

- 2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the

intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.

- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

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

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

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

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

WITNESSES:

Billy Raymond
Raymond

ST. CHARLES PARISH

Matthew Jewell
By: Matthew Jewell
Parish President

5-9-23

Date:

WITNESSES:

ALPHA TESTING AND INSPECTION, INC.

By: Michael A. Devillier
President

Date:

ATTACHMENT "A"
PROJECT SCOPE

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2
Project No. (P190507)

The Scope of Work is as follows:

Perform vibration monitoring and soils testing services at the construction site of the new sheet pile wall along Dunleith drainage canal. Consultant is to document vibrations recorded during sheet pile installation. Consultant shall monitor vibrations near the existing residential structures along the project route.

ATTACHMENT "B"
PROJECT SCHEDULE

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2
Project No. (P190507)

The CONSULTANT shall complete vibration monitoring during the entire duration of sheet pile installation. The sheet pile installation will take a minimum of four weeks to complete.

ATTACHMENT "C"
PROJECT COMPENSATION

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2
Project No. (P190507)

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

- The total compensation for vibration monitoring and soil testing services as described in Attachment A is estimated to be \$26,000.00.
- The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class.
- The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.
- CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

Attachment C-1

ALPHA TESTING AND INSPECTION, INC.

March 1, 2023

St. Charles Parish
Department of Public Works
100 River Oaks Drive
Destrehan, LA 70047
Attn: Ms. Andre R. Ford, P.E.

Re: Hydraulic Bottleneck
Near Destrehan P.S. No.2
St. Charles Parish, LA

Dear Gentlemen:

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

1. Vibration Monitoring:

- Services of Technician and Equipment (one monitor)
To perform vibration monitoring during sheet pile driving, Rate/Hour \$ 50.00
- Transportation charge, Rate/Trip \$ 50.00

2. Soil Testing - Laboratory:

- Liquid Limit, Plastic Limits & Plasticity Index, Each \$ 75.00
- Moisture Density Relationship Test (Proctor), Each \$ 150.00

3. Soil Testing - Field:

- Services of Technician to visit project site and make field Density tests - Nuclear Method 12" Maximum Depth, Rate/Each \$ 50.00
- In place density tests (Nuclear Method), Each \$ 15.00
- Transportation charge, Rate/Trip \$ 50.00

4. Sampling Charge:

- Services of Technician to sample materials for laboratory Testing, Rate/Hour \$ 50.00
- Transportation charge, Rate/Trip \$ 50.00

Estimated Job Cost \$26,000.00

NOTE: Travel time is portal to portal. There is a 1/2 day minimum charge for any call out for inspection. Overtime hours are charged at 1 1/2 times regular rate for all hours worked in excess of 8 hours per day, Mondays through Fridays, and for all hours worked on Saturdays, Sundays and holidays.

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

Yours very truly,

ALPHA TESTING & INSPECTION, INC.

Michael A. Devillier
Michael A. Devillier
President

2023-0100

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

ORDINANCE NO. 23-5-3

An ordinance approving and authorizing the execution of a Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for Bamboo Street Drainage Improvements (Project No. P221101), in the lump sum amount of \$26,350.00.

WHEREAS, St. Charles Parish desires to develop new channels and upgrade existing channels and railroad culverts near Bamboo Street in Hahnville; and,

WHEREAS, based on the Master Drainage Plan, this area was shown to have an undersized drainage system; and,

WHEREAS, the system, inclusive of area west of Plantation Road, along the Union Pacific (UP) railroad, and south of the railroad along the west side of Fashion Plantation and Plantation Road, needs to be surveyed in order to design proper conveyance channels; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC, to perform surveying services as required by the Department of Public Works for Bamboo Street Drainage Improvements (Project No. P221101), in the lump sum amount of \$26,350.00, is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 8th day of May, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Billy Billings*
SECRETARY: *Michelle Dupre*
DLVD/PARISH PRESIDENT: *May 9, 2023*
APPROVED: DISAPPROVED:
PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: *May 9, 2023*
AT: 3:45 pm RECD BY: *[Signature]*

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ___ day of _____, 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and CRESCENT ENGINEERING & MAPPING, LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for BAMBOO STREET DRAINAGE IMPROVEMENTS Project No. P221101 as described in Ordinance No. 23-5-3 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

BAMBOO STREET DRAINAGE IMPROVEMENTS
Project No. P221101

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

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

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

3.0 SERVICES OF CONSULTANT

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

- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- A copy of the Owner's written authorization to perform the service.
 - Timesheets for all hours invoiced.
 - Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

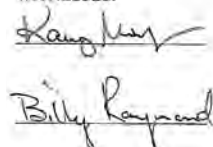
CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

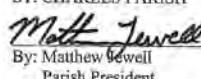
This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both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

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

WITNESSES:


Billy Raymond

ST. CHARLES PARISH


By: Matthew Jewell
Parish President

5-9-23
Date:

WITNESSES: CRESCENT ENGINEERING & MAPPING, LLC

By: Dennis M. Hymel, Jr., P.E. President/Manager

Date:

ATTACHMENT "A" PROJECT SCOPE

BAMBOO STREET DRAINAGE IMPROVEMENTS Project No. (P221101)

The Scope of Work is as follows:

Completion of a topographic survey for the areas included within the drainage project near Bamboo Street in Hahnville, as detailed below:

- 2,150 feet long by 60 feet wide including the entirety of the Maison Taunt Keet, LLC property plus the eastern 30' of the JCJR St. Charles, LLC property. This segment will include typical topographic surveys with cross sections spaced not more than 100'.
1,050 feet long by 110' wide centered upon the Union Pacific Railroad from the area defined above to the western edge of Fashion Plantation. This segment will include typical topographic surveys with cross sections spaced not more than 100'.
3,890 feet long by 35 feet wide centered upon the Linda Fleniken and Leon Vial property lines (area of previous boundary survey by CEM). This segment will include typical topographic surveys with cross sections spaced not more than 200'. Also included will be two (2) cross sections taken along the Vial Canal at the southwestern portion of this segment.
2,940 feet long by 60 feet wide from the western edge of Fashion Plantation starting at the Union Pacific Railroad traversing southwest (area of previous boundary survey by CEM). This segment will include typical topographic surveys with cross sections spaced not more than 200'.

CONSULTANT shall perform field survey data collection of topographic and drainage features as well as perform reconnaissance of field conditions for surveying within the project area. The topographic data collection for this project may include but is not limited to: general topographic transects, roadway/railway centerline and edge elevations and/or cross sections, cross sections of ditches and outfalls, invert and size data of drainage structures, topographic surveys of driveways, survey of above-ground utility features, and general groundline sections of areas where new ditches or drainage structures are proposed.

Survey data will be collected using RTK GPS and conventional/robotic total station methods and will be projected in state plane coordinates, Louisiana South, NAD 83 and based upon NAVD 88 vertical datum, Geoid 18, as determined by GPS observation.

Temporary Bench Marks and Primary Control Points to be used for construction will be established within the project area. CONSULTANT will initiate a LA One Call prior to beginning survey work and will attempt to contact utility owners to mark lines in the field. No guarantee can be made that all utilities which exist will be collected within the topographic surveys.

Topographic survey data will be processed using Bentley MicroStation and Inroads Survey and a master topographic survey file will be developed in a .DGN format. Other formats such as AutoCAD may be made available, however, may not contain all feature code information collected. Survey data including point files, control data sheets and the .dwg file will be provided along with a certification letter signed and sealed by the Louisiana Professional Land Surveyor in charge of survey services. A hard copy survey deliverable shall be provided.

ATTACHMENT "B" PROJECT SCHEDULE

BAMBOO STREET DRAINAGE IMPROVEMENTS Project No. (P221101)

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

Table with columns: Survey, Number of Days to Complete. Row: Survey, 30

Time for Completion

- 1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C" PROJECT COMPENSATION

BAMBOO STREET DRAINAGE IMPROVEMENTS Project No. (P221101)

OWNER shall pay CONSULTANT on a Lump Sum basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$26,350.00.

2023-0101 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF FINANCE)

ORDINANCE NO. 23-5-4

An ordinance to amend the 2022 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

WHEREAS, the 2022 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 15, 2021 by Ordinance No. 21-11-3; and amended September 4, 2021 by Executive Order No. 2022-01; January 24, 2022 by Executive Order No. 2022-02; January 25, 2022 by Executive Order No. 2022-03; February 2, 2022 by Executive Order No. 2022-04; February 8, 2022 by Executive Order No. 2022-05; February 16, 2022 by Executive Order No. 2022-06; February 23, 2022 by Executive Order No. 2022-07; March 22, 2022 by Executive Order No. 2022-08; March 30, 2022 by Executive Order No. 2022-09; April 7, 2022 by Executive Order No. 2022-10; April 19, 2022 by Executive Order No. 2022-11; May 19, 2022 by Executive Order No. 2022-12; July 5, 2022 by Ordinance No. 22-7-5; and, WHEREAS, the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2022 as shown by the Revision Schedule.

NOW, THEREFORE, in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby ordain to adopt the 2022 St. Charles Parish Consolidated Operating and Capital Budget as amended, and that it be attached hereto and made a part hereof and identified as "Exhibit A" and "Exhibit B".

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

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

And the ordinance was declared adopted this 3th day of May, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: May 9, 2023
APPROVED: [Signature]
DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: May 9, 2023
AT: 3:45pm RECD BY: [Signature]

ST. CHARLES PARISH GOVERNMENTAL FUNDS CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2022. Includes columns for Original Budget, Last Adopted Budget, Current Year Actual, Estimated Remaining, and Over or Under.

ST. CHARLES PARISH PROPRIETARY FUNDS CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2022. Includes columns for Original Budget, Last Adopted Budget, Current Year Actual, Estimated Remaining, and Over or Under.

2023-0105 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING) RESOLUTION NO. 6693

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, as requested by Dunn Homes, LLC and Jessica Gore.

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 the required minimum lot area as specified by the St. Charles Parish Zoning Ordinance; and, WHEREAS, the applicant has requested a waiver from the area requirement for Lot E-5A as shown on a survey by Louis J. Gassen Jr., PLS dated March 13, 2023; and, WHEREAS, granting the waiver will allow Lot E-5A to consist of 5,486 square feet instead of the 6,000 square feet required in the R-1A zoning district; and, WHEREAS, the Planning and Zoning Commission approved the resubdivision with the waiver at its meeting on April 13, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the area requirement to allow Lot E-5A as shown on a survey by Louis J. Gassen Jr., PLS dated March 13, 2023, as requested by Dunn Homes, LLC and Jessica Gore.

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

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

And the resolution was declared adopted this 8th day of May, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: May 9, 2023
APPROVED: [Signature]
DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: May 9, 2023
AT: 3:45pm RECD BY: [Signature]

2023-0106
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)
RESOLUTION NO. 6694

A resolution authorizing the Parish of St. Charles (herein referred to as this "Governmental Unit") to join with the State of Louisiana and other local governmental units as a participant in the LOUISIANA STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING (the "MOU") and any subsequent formal agreements necessary to implement the MOU, including but not limited to, execution of the Settlement Participation Forms of the National Settlement Agreements, releases, and other documentation approved by Counsel.

THE ST. CHARLES PARISH COUNCIL HEREBY RESOLVED:
SECTION I. That this Governmental Unit hereby reaffirms its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the MOU.
SECTION II. That Parish President Matthew Jewell is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the MOU and this resolution, including, but not limited to, the Subdivision Settlement Participation Forms in the National Settlement Agreement, Releases, and other appropriate documents as recommended by above counsel.

CHAIRMAN: Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: May 9, 2023
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: May 9, 2023
AT: 3:45pm RECD BY: [Signature]

2023-0114
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ST. CHARLES PARISH COUNCIL
RESOLUTION NO. 6695

A resolution requesting that St. Charles Parish join in the litigation along with the Louisiana Attorney General against the Federal Emergency Management Agency (FEMA) to challenge the National Flood Insurance Program's (NFIP) Risk Rating 2.0.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby that St. Charles Parish join in the litigation along with the Louisiana Attorney General against the Federal Emergency Management Agency (FEMA) to challenge the National Flood Insurance Program's (NFIP) Risk Rating 2.0.

CHAIRMAN: Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: May 9, 2023
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: May 9, 2023
AT: 3:45pm RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.
Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: May 18, 2023

Public Notice

St. Charles Parish Public Schools Committee Meetings (Monday, May 8, 2023)
Generated by Shelly Babineaux on Tuesday, May 9, 2023

Members present: Ellis A. Alexander, Arthur A. Aucouin, John L. Smith, Alex L. Sufferin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

Meeting called to order at 5:26 PM

1. Risk Management & Insurance Committee

Art Aucouin called the Risk Management & Insurance Committee meeting to order.
1.01 Legal Update and Superintendent Evaluation Content - Executive Session Committee Meeting Only
Motion by A. Sufferin and unanimously carried to go into Executive Session per L.R.S. 42:16-17.

2. Legislative Committee

J. Smith called the Legislative Committee to order.
2.01 Legislative Update - Committee Meeting Only
Mr. Smith presented an update to the Board concerning the legislative session. The Superintendent and Director of Public Information Regina McMillan referenced an attached legislative summary. Magnolia Strategic Consultants lobbyist Lenay Kapowski provided information by phone to the Board on education bills, including amendments of bills. A discussion was held.

3. Curriculum, Instruction & Assessment Committee

Becky Weber called the Curriculum, Instruction & Assessment Committee to order. Ms. Weber referred these items to the Superintendent for review.
3.01 Textbook Adoption - Health 9-12
Assistant Superintendent of Curriculum, Instruction & Assessment Erin Granier and Supervisor of Curriculum, Instruction & Assessment Matt Spitz presented and explained items 3.02 - 3.07 (textbook adoptions) to the Board. A discussion was held.

3.02 Textbook Adoption - Law Studies

3.03 Textbook Adoption - Speech

3.04 Textbook Adoption - AP English III

3.05 Textbook Adoption - AP U.S. History

3.06 Textbook Adoption - AP English IV

3.07 Textbook Adoption - Health 6-8

Motion by R. Gregson; second by K. Boudreaux to adjourn.

4. Personnel & Policy Committee

R. Gregson called the Personnel & Policy Committee meeting to order.

4.01 Job Description Revisions

Assistant Superintendent of Human Resources and Administrative Services Tresa Wehre presented item 4.01 to the Board. In alignment with best practices, job descriptions are reviewed over a three-year cycle. The Superintendent is responsible for recommending job description revisions to the Board. Several revisions are being recommended.

4.02 Personnel Items

Assistant Superintendent of Human Resources and Administrative Services Tresa Wehre presented item 4.02 to the Board. Staffing management is necessary to maintain effective functioning of St. Charles Parish Public Schools. The Human Resources Department provides a staffing update monthly. A discussion was held.

5. Technology Committee

R. Gregson called the Technology Committee meeting to order.

5.01 Proposal Acceptance - Website and/or Mobile App Redesign and Hosting

Director of Public Information Regina McMillan and Director of Technology Stephanie Steib presented item 5.01 to the Board. The District's current website and mobile app were designed in 2015, and the previous vendor has been acquired by a new company. The Stakeholder Investment System Based team has identified the redesign of the website and mobile app for modern functionality as a priority to be included in Phase X of the Long Range Strategic Action Plan.

5. Finance & Audit Committee

A. Sufferin called the Finance & Audit Committee meeting to order.

5.01 Bid Acceptance - Child Nutrition Program Supplies

Administrator of Ancillary Services Teresa Brown and Director of Child Nutrition Jenny DeRoché presented items 5.01 - 5.06 to the Board. The Board reviewed all 6 of these items individually and all of the bid tally sheets were referenced. A discussion was held. The Board agreed these 6 items will be consent agenda items and voted on all together.

5.02 Bid Acceptance - Child Nutrition Program Milk and Milk Products, Frozen Food Products, and Processed Food Products

5.03 Bid Acceptance - Child Nutrition Program Bread and Bread Products

5.04 Bid Acceptance - Small Cafeteria Equipment

5.05 Bid Acceptance - Large Kitchen Equipment

5.06 Proposal Acceptance - USDA Southeast Commodities Processing Cooperative Agreement

5.07 Accounts Payable for the Month of April 2023

Chief Financial Officer Ronald White presented item 5.07 to the Board. Invoices and other financial obligations of the school district are customarily paid weekly. Request for approval of these transactions is normally made to the Board monthly. The Board must approve expenditures of public funds under its jurisdiction. The budget to actual comparison attachment was referenced.

5.08 Revised Budget FY2023

Chief Financial Officer Ronald White presented item 5.08 to the Board. The Board approved a budget for each of the various funds on 12/20, 2022.

State law (LA Rev. Stat. 39:13.10) mandates that a budget be revised when a variance of 5% or more occurs between operational expenditures and budgeting estimates. Prudent financial planning mandates periodic review and revisions of the budget for each fund.

This agenda item was discussed in detail and will be on the May 10, 2023, Board meeting agenda.

Motion by E. Alexander; second by B. Weber to adjourn.

Meeting called to order at 6:26 PM

1. Opening Items

1.01 Call To Order

Board President Art Aucouin called the meeting to order.

1.02 Pledge of Allegiance

Leanna Walker from ACM led the prayer before the meeting. Leanna is an 8th grade student at Albert Cammon Middle School and a very involved honor student. Leanna is a member of the ACM's soccer and track teams, district honor band, an active member of the Growing Young Responsible Leaders-OYRLT's Risk Club. Leanna has earned Principal's List, placed in the Young Authors' Contest, and is an integral part of ACM's student government holding the office of Student Council Secretary. Principal LaShon Porter says Leanna Walker "Can't hide her Favorite Pride!"

John Smith led in the Pledge of Allegiance.

1.03 Roll Call

All eight Board members, The Superintendent Dr. Ken Dentling and Executive Secretary Shelly Babineaux were present.

2. Recognitions

2.01 Board and Superintendent's Recognition

3. Business Items

3.01 Board Meeting Minutes

Approve the minutes of the April 24, 2023, Technology Meeting, April 24, 2023, Committee Meetings, April 26, 2023, Board Meeting and May 8, 2023, Technology Meeting as presented to the Board.

Motion by John L. Smith, second by Becky Weber.
Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aucouin, John L. Smith, Alex L. Sufferin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.02 Revisions to 5.4.1 Policy and Procedure - Selection and Adoption of Textbooks and Instructional Materials - Second Reading and Adoption
Approve the revisions to Board Policy and Procedure 5.4.1 - Selection and Adoption of Textbooks and Instructional Materials for a second reading and adoption.

Motion by Becky Weber, second by John L. Smith.
Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aucouin, John L. Smith, Alex L. Sufferin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.03 Textbook Adoption - Health 9-12

Adopt a consent agenda for items 3.03, 3.04, 3.05, 3.06, 3.07, 3.08 and 3.09 to receive the recommended instructional materials as presented to the Board for a total of \$190,461.34.

3.04 Textbook Adoption - Law Studies

Adopt a consent agenda for items 3.03, 3.04, 3.05, 3.06, 3.07, 3.08 and 3.09 to receive the recommended instructional materials as presented to the Board for a total of \$190,461.34.

3.05 Textbook Adoption - Speech

Adopt a consent agenda for items 3.03, 3.04, 3.05, 3.06, 3.07, 3.08 and 3.09 to receive the recommended instructional materials as presented to the Board for a total of \$190,461.34.

Motion by Alex L. Sufferin, second by Karen Boudreaux.
Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aucouin, John L. Smith, Alex L. Sufferin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.06 Textbook Adoption - AP English III
Adopt a consent agenda for items 3.03, 3.04, 3.05, 3.06, 3.07, 3.08 and 3.09 to receive the recommended instructional materials as presented to the Board for a total of \$190,461.34.

Motion by Alex L. Saffrin, second by Karen Boudreaux.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.07 Textbook Adoption - AP U.S History
 Adopt a consent agenda for items 3.03, 3.04, 3.05, 3.06, 3.07, 3.08 and 3.09 to receive the recommended instructional materials as presented to the Board for a total of \$190,461.34.

Motion by Alex L. Saffrin, second by Karen Boudreaux.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.08 Textbook Adoption - AP English TV
 Adopt a consent agenda for items 3.03, 3.04, 3.05, 3.06, 3.07, 3.08 and 3.09 to receive the recommended instructional materials as presented to the Board for a total of \$190,461.34.

Motion by Alex L. Saffrin, second by Karen Boudreaux.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.09 Textbook Adoption - Health 6-8
 Adopt a consent agenda for items 3.03, 3.04, 3.05, 3.06, 3.07, 3.08 and 3.09 to receive the recommended instructional materials as presented to the Board for a total of \$190,461.34.

Motion by Alex L. Saffrin, second by Karen Boudreaux.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.10 Policy 3.6.3 - Expense Reimbursement - Second Reading and Adoption
 Approve the revisions to Board Policy 3.6.3 - Expense Reimbursement for a second reading and adoption.

Motion by Scott Cody, second by Karen Boudreaux.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.11 Job Description Revisions
 Approve job description revisions.

Motion by Scott Cody, second by Ray Gregson.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.12 Personnel Items
 Receive the personnel items as presented to the Board.

Motion by Scott Cody, second by Ray Gregson.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.13 Bid Acceptance - Child Nutrition Program Supplies
 Resolution: Accept the lowest bid submitted by Economical Janitorial for Child Nutrition Program supplies.

Adopt a consent agenda for items 3.13, 3.14, 3.15, 3.16, 3.17, and 3.18 to accept the lowest bids as listed for cafeteria supplies for a total of \$2,661,000.

Motion by Alex L. Saffrin, second by Karen Boudreaux.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.14 Bid Acceptance - Child Nutrition Program Milk and Milk Products, Frozen Food Products, and Processed Food Products
 Resolution: Accept the lowest bids submitted by New Dairy Opco, LLC, for milk and milk products, Diamond Food Distributors and S & W Wholesale Foods for frozen food products and Cook Me Something Mister, Diamond Food Distributors and S & W Wholesale Foods for processed food products.

Adopt a consent agenda for items 3.13, 3.14, 3.15, 3.16, 3.17, and 3.18 to accept the lowest bids as listed for cafeteria supplies for a total of \$2,661,000.

Motion by Alex L. Saffrin, second by Karen Boudreaux.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.15 Bid Acceptance - Child Nutrition Program Bread and Bread Products
 Resolution: Accept the bids submitted by Flowers Baking Company of New Orleans and Bread Biz Inc., for bread and bread products.

Adopt a consent agenda for items 3.13, 3.14, 3.15, 3.16, 3.17, and 3.18 to accept the lowest bids as listed for cafeteria supplies for a total of \$2,661,000.

Motion by Alex L. Saffrin, second by Karen Boudreaux.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.16 Bid Acceptance - Small Cafeteria Equipment
 Resolution: Accept the lowest bids from Economical Janitorial and Lafayette Restaurant Supply for small cafeteria equipment as recommended.

Adopt a consent agenda for items 3.13, 3.14, 3.15, 3.16, 3.17, and 3.18 to accept the lowest bids as listed for cafeteria supplies for a total of \$2,661,000.

Motion by Alex L. Saffrin, second by Karen Boudreaux.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.17 Bid Acceptance - Large Kitchen Equipment
 Resolution: Accept the lowest bids from Associated Food Equipment and Supplies and Hotel Restaurant Supply for large kitchen equipment as recommended.

Adopt a consent agenda for items 3.13, 3.14, 3.15, 3.16, 3.17, and 3.18 to accept the lowest bids as listed for cafeteria supplies for a total of \$2,661,000.

Motion by Alex L. Saffrin, second by Karen Boudreaux.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.18 Proposal Acceptance - USDA Southeast Commodities Processing Cooperative Agreement
 Resolution: Accept the proposals as identified on the attached bid sheet.

Adopt a consent agenda for items 3.13, 3.14, 3.15, 3.16, 3.17, and 3.18 to accept the lowest bids as listed for cafeteria supplies for a total of \$2,661,000.

Motion by Alex L. Saffrin, second by Karen Boudreaux.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.19 Accounts Payable for the Month of April 2023
 Approve the accounts payable for the month of April 2023.

COST	
General Fund	\$ 4,323,433
Special Revenue Funds	1,200,347
Capital Projects	6,685,926
Debt Service Fund	0
GRAND TOTAL	\$ 12,209,706

Motion by Alex L. Saffrin, second by Ellis A. Alexander.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3.20 Revised Budget FY2023
 Adopt the revised General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, and Lunch Fund budgets.

COST	
General Fund	\$187,835,200
Special Revenue Funds	\$ 37,970,600
Debt Service Funds	\$ 7,607,600
Capital Projects Funds	\$ 23,194,000
Lunch Funds	\$ 7,409,200

Motion by Alex L. Saffrin, second by Karen Boudreaux.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

4. Closing Items

4.01 Standing Committee Reports
 R. Gregson gave the Technology Committee report.
 The Personnel & Policy Committee was reported on by S. Cody.
 A. Saffrin reported on the 8 items from the Finance & Audit Committee.
 The Curriculum, Assessment & Instruction Committee report was given by B. Weber.

4.02 Superintendent's Report

Graduations
 Hahnville High School's Graduation will be held on Wednesday, May 17, 2023. Destrehan High School's Graduation will be held on Thursday, May 18, 2023. Both ceremonies will be at the Pontchartrain Center for 6:00 p.m.

Spring Testing
 Each spring the La. Dept. of Education administers assessments known as LEAP 2025 in grades 3 - 8. Students in grades 3-8 will take computer-based LEAP 2025 assessments. The LEAP 2025 will be administered May 5th through May 12th. High school students enrolled in LEAP courses will take these assessments May 15 - May 17th. All high school students not taking LEAP assessments will participate in asynchronous learning on these days. Please contact your child's school for further information relative to LEAP 2025 assessments and schedules.

Hurricane Ida Expenses
 As of today, due to Hurricane Ida, the school system has incurred a total of \$30,897,567 in recovery expenses. We are projecting future costs to be approximately \$4.1 million, including \$3.4 million for large construction projects and \$1.9 million for smaller projects. We have received \$37,471,565 in insurance payments thus far.

Last Days of School
 As a reminder, there will be early dismissal for all SCPPS students on May 22, 23 and 24 with the last day for students on May 24th and last day for teachers on May 25th. We will also begin a four-day work schedule from May 30th until July 17th. This has been a tremendously successful school year for our employees, families, and community. The return to somewhat normalcy after experiencing 3 challenging years, has been a breath of fresh air for our school system. This year we expected excellence from every level of our organization to accomplish our mission "developing empathetic, involved, productive, and responsible citizens by providing every student high-quality educational opportunities that empower each to become enthusiastic, life-long learners". I am grateful for the hard work, planning, innovative approaches, caring attitudes, and high levels of sacrifice from each and every one of our employees, support of you, our boards, and the close collaboration with families. I would like to wish everyone an enjoyable, restful and safe summer and we cannot wait to see you soon next school year.

4.03 Information Items

4.04 Meeting Adjourn
 Motion by Karen Boudreaux, second by Alex L. Saffrin.
 Final Resolution: Motion Carries.
 Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

Publish: May 18, 2023

Public Notice

29TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST CHARLES

STATE OF LOUISIANA

NUMBER DIVISION " C " DOCKET NO.: P-13510

THE SUCCESSION OF ADA SANDOLPN-COLEMAN

FILED: DEPUTY CLERK

NOTICE OF FILING TABLEAU OF DISTRIBUTION

Notice is here given to the creditors of this estate and all other interested persons to show cause within seven days from the publication of this notice, if any they have or can, why the tableau of distribution filed by Viola Coleman-Scott, in her official capacity as Administratrix of the Estate of Ada Sandolph-Coleman, should not be approved and homologated, and the funds distributed in accordance with it.

Deputy Clerk

Publish: May 18, 2023

Public Notice

29TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST CHARLES

STATE OF LOUISIANA

NUMBER DIVISION " C " DOCKET NO.: P-13076

THE SUCCESSION OF EARL COLEMAN

FILED: DEPUTY CLERK

NOTICE OF FILING TABLEAU OF DISTRIBUTION

Notice is here given to the creditors of this estate and all other interested persons to show cause within seven days from the publication of this notice, if any they have or can, why the tableau of distribution filed by Viola Coleman-Scott, in her official capacity as Administratrix of the Estate of Earl Coleman, should not be approved and homologated, and the funds distributed in accordance with it.

Deputy Clerk

Publish: May 18, 2023

Public Notice

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

STATE OF LOUISIANA

NUMBER: P12-548 DIVISION "E"

IN RE: SUCCESSION OF VAN THIBODAUX, III

FILED: DEPUTY CLERK

NOTICE TO SELL IMMOVABLE PROPERTY AT PRIVATE SALE

Whereas the Administratrix of the above-entitled succession has made application to the Court to refinance the immovable property located at 184 Longview Drive, Destrehan, La. 70047.

Notice is hereby given to all parties whom it may concern, including the heirs and creditors of the decedent herein, and of this estate, be ordered to make any opposition which they have or may have to such application, at any time prior to the order or judgment authorizing and approving such application and that such order or judgment may be issued after the expiration of seven (7) days, from the date of the last publication of such notice, all in accordance with law.

BY ORDER OF THE COURT:

Lance Marino, Clerk of Court

Publish: May 18, 2023

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON JUNE 1, 2023 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

- 2023-13-HOP** requested by **Jamie Doster** for a home occupation – "JDK Construction LLC" – at **402 Honeysuckle Drive, Norco**, Council District 6.
- 2023-14-HOP** requested by **Jamie Dimaggio** for a home occupation – "Bayou Firearms, LLC" – at **422 Monsanto Avenue, Luling**, Council District 7.
- 2023-15-HOP** requested by **Norma Francois** for a home occupation – "Ma Lo's Soul Food Kitchen & Catering, LLC" – **536 Turtle Creek Lane, St. Rose**, Council District 5.
- 2023-1-SPU** requested by **Leonard Hafford** for a nonresidential accessory building in an O-L zoning district at **741 Grand Bayou Road, Bayou Gauche**, Council District 4.
- 2023-2-SPU** requested by **Conrad Frey for Southern Trucking & Transportation** for Automobile Fleet Services in a C-3 zoning district at **275 I-310 Service Road, St. Rose**, Council District 5.
- 2023-7-R** requested by **Joshua Reynolds & Joshua Carcabasis** for a change of zoning from R-1A to R-1A(M) on Lots 24 & 25, Square 24, New Sarpy Subdivision, **SE corner of W. Hoover Street and Sixth Street, New Sarpy**, Council District 6.
- 2023-4-MIN** requested by **Karla & Jose Carbajal** for a subdivision of one lot into five with a waiver, **312 Canal Street, Luling**, Zoning District R-1A(M), Council District 7.
- 2023-5-MIN** requested by **Dawn Dufrene et al** for a subdivision of two lots into two with a waiver, **123 Dugas Lane & 131 Easy Street, Des Allemands**, Zoning District R-1A(M), Council District 4.
- 2023-6-MIN** requested by **Geraldine Sanders & Ruth A. Tassin** for a subdivision of one lot into two with a waiver, **185 Sanders Lane, Hahnville**, Zoning District O-L, Council District 1.
- 2022-1-MAJ** requested by **Almedia Gardens, LLC** for Preliminary Plat approval of Almedia Gardens, a 188 lot residential subdivision proposed at the terminus of East Club Drive, St. Rose. Zoning District R-1A & C-2, Council District 5.
- 2022-10-SPU** requested by **Tim Prosser for Elizabeth Tranchant**, for a waiver from the minimum building elevation to no lower than one ft. above the centerline of the street at **226 St. Anthony St., Luling**, Zoning District R-1A, Council District 7.

ALTERNATE DATE: 6/8
 PUBLISH: 5/18, 5/25, 6/1

Public Notice

PUBLIC NOTICE
REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

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

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

Samuel Lloyd Baptiste
780 ES Johnson St., New Sarpy, LA 70047
Lot 3A
Subdivision: New Sarpy Acres
Nature of violation: Grass cutting

Highway 18 LLC
14821 River Road, Hahnville, LA 70057
Lot 19
Subdivision: Fashion Plantation
Nature of violation: Grass cutting

Victor Rodriguez
157 River Place Drive, Hahnville, LA 70057
Lot 37
Subdivision: River Place Estates
Nature of violation: Grass cutting

C & F Investment Group LLC
247 River Place Drive, Hahnville, LA 70057
Lot 28
Subdivision: River Place Estates
Nature of violation: Grass cutting

Volanda Davis Isaac
118 Fir Street, Boutte, LA 70039
Lot 12
Subdivision: Magnolia Ridge Park
Nature of violation: Grass cutting

Earl Comardelle
107 Dufrene Lane, Des Allemands, LA 70030
Lot K2
Subdivision: CDF - Numbered Farm L*
Nature of violation: Grass cutting

Earl Comardelle
105 Dufrene Lane, Des Allemands, LA 70030
Lot K1
Subdivision: CDF - Numbered Farm L*
Nature of violation: Grass cutting

Jeremy Davis Adams
15120 Highway 90, Paradis, LA 70080
Lot 8
Subdivision: Paradis, Town of - NU*
Nature of violation: Grass cutting

PUBLISH: May 18, 2023

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