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Mr. Reliable:

From kindergarten on, HHS senior has never missed a minute of school

Logan Jones of Hahnville High School

Ryan Arena Editor
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Logan Jones will soon walk across the stage to accept his Hahnville High School diploma, bringing his high school days to an end. But what never came to an end is one of the most impressive streaks one may ever come across.

The senior has never missed a day of school, which would be rare enough if only considering high school. But Jones has never missed a day of middle school, nor a day of elementary school. For that matter, Jones has never missed even a single minute of a school day – he has never been tardy nor has never left early since his very first day of kindergarten.

It is perfect attendance – no ifs ands or buts – for well more than a decade of schooling.

"He likes to do things that are different," said Jones' mother Mindy. "He's always been a kid who wants to do things to stand out. And how many people go to school every single day, every single minute? He wanted to do something nobody else in his grade would do.'

MR. RELIABLE on 5A

HHS star making impact for XFL finalist

TURN to 9A

Astronaut visits Luling, Norco schools

TURN to 4A

Destrehan Animal Hospital employee saves woman's life

Monique Roth Editor
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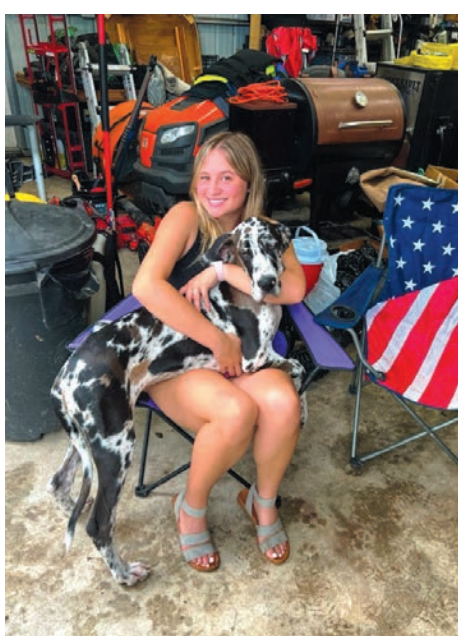
Blayne DeSoto started her front desk receptionist shift at Destrehan Animal Hospital on Friday in normal fashion, but by the time she drove home that day she had been hailed a hero.

DeSoto, a Luling resident, has been working at the animal hospital for nearly two years. While she has seen many animals' lives saved at the hospital, last week she was instrumental in saving a human life after a choking woman walked into the building.

"When she first walked in she was facing the clients," DeSoto said of the woman. "I got up to go bring a chart to the

SAVES LIFE on 5A



Blayne DeSoto

Phina Gift Shop acquires The Basketry

Monique Roth Editor
moniquer@heraldguide.com

A long-standing Luling retail store has been acquired by a familiar name in gifting.

The Basketry has been open in St. Charles Parish since 1995, and founder and CEO Kristi Brocato announced this week that the store had been acquired by Phina Gift Shop co-owners Jenny McGuinness and Jessica Woodward.

"Jenny and Jessica are local, all about family and just amazing," Brocato said. "I knew they were a perfect fit."

Phina currently operates three gift

PHINA on 5A

The Basketry founder and CEO Kristi Brocato (center) announced this week that the store had been acquired by Phina Gift Shop co-owners Jenny McGuinness and Jessica Woodward.

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United Way of St. Charles returns to River Road office

Monique Roth Editor
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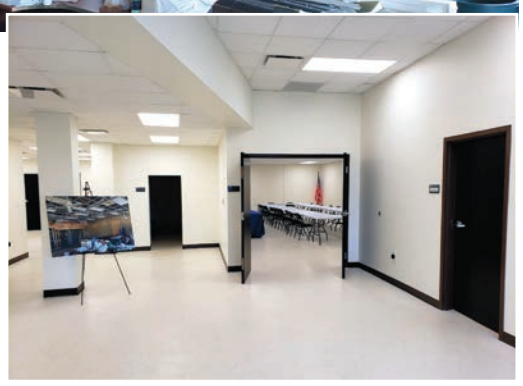
The United Way of St. Charles is once again operating out of its River Road office in Luling since being relocated after Hurricane Ida severely damage its building.

"We are officially moved back into our River Road office after almost two years of being displaced," UWSC Executive Director John Dias said. "We're very happy. It was harder than we thought and took longer than we thought, but it came out really nice. It's going to make us a better organization."

Dias said the August 2021 hurricane forced the UWSC to operate out of space at River Parishes Community College - United Way of St. Charles Campus on Highway 90 in Boutte.

"The community college suffered over a million dollars' worth of damage itself," he said. "We were in three spare offices there. The community college folks were fantastic to let us use what they had. We lost everything but the structural walls. It was bad. It was really bad."



Before and after photos of the UWSC office show the extensive damage that Hurricane Ida caused.

UWSC's need to rebuild their office space at 3207 River Road in Luling allowed the organization to reconfigure their building and use the space more effectively, Dias said. The new space has private offices, updated plumbing, and a new top coat on the slab that should

UNITED WAY on 7A

Local real estate market faces insurance woes, unique challenges

Monique Roth Editor
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The real estate market in St. Charles Parish is currently facing unique challenges, Latter and Blum Realtor Regina Allemand recently said, but she added that there are several positive developments in the local housing market.

There have been 119 residential properties that have sold thus far in 2023 in St. Charles Parish. The prices on those homes have ranged from $27,000 to $810,000, with the median sales price at $248,000.

The homes that have sold this year have gone for approximately $143 per square foot of living area.

At this time last year there were 134 homes that had sold, with the median sales price at $257,000 and $153 per square foot.

"Homes were selling for $10 more a square foot in 2022 than in 2023," Allemand said. "Existing houses are suffering through both homeowners and flood insurance substantial increases. The projected cost increase for

Regina Allemand

the next five years puts many buyers at bay to commit to a property. Our challenges are to shop and compare the rates."

However, there are some positives to point out on the matter, Allemand said.

"Louisiana has secured some incoming insurers, and that will help level the cost of homeowners insurance," she said. "The legislatures are working on the bill to ensure insurance companies give credit and deductions for customers who do have fortified roofs. Louisiana does have the

REAL ESTATE on 7A

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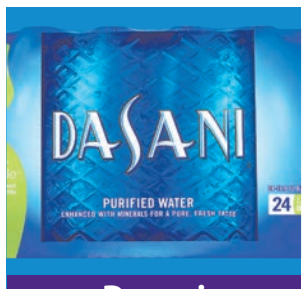

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$12.99

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3/$1.00

Louisiana Hot Sauce
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Old El Paso Refried Beans
15 oz
2/$4.00

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9.5 oz - Assorted
$3.99

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Strong or Soft - 6 Rolls
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Simply Done Stretch And Hold Garbage Bags
40 count -13 gallon
$6.99

Food Club Peas, Corn, or Green Beans
14.5 to 15 oz
69¢

Big Easy Peeled & Deveined Gulf Shrimp
50/70 Count - 1 lb
$3.99

USDA Boneless Chuck Roast
$4.99/lb

USDA Boneless Chuck Steaks
Family Pack
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John Soules Cooked Chicken Breast or Beef Fajita Meat
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$6.99

Veron Smoked Sausage
3 lbs - All types
$14.99

Richards Smoked Sausage & Andouille
16 oz - Assorted
$4.59

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(store sliced)
$5.99/lb

Smithfield Pork Sausage Patties
12 oz
4/$5.00

Sunny D Citrus Punch
128 oz
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Astronaut 'lands' at Norco, Luling elementary schools

Ryan Arena Editor
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There was a special energy about the 5th grade students at Norco Elementary School last week as they directed questions to a unique visitor to the classroom.

How many people, after all, can say they've met someone who's been to outer space?

Those students as well as fifth graders at Luling Elementary School had the rare opportunity to talk to an astronaut as John Shoffner, pilot for Axiom Space's upcoming Ax-2 mission to the International Space Station on the SpaceX Dragon, took the time to visit and speak about his experiences from beyond the earth.

"Are things heavy in space?" one student asked.

"You can move a refrigerator with just your little finger," Shoffner revealed.

"No way!" came the response from the group.

Shoffner makes these visits because he hopes to inspire children who might dream of becoming an astronaut like him – Shoffner wants them to know this goal is reachable, even as far above the clouds as the ultimate destination might be.

"Everything I can share about my experiences at work makes it easier for them to envision being there," he said. "Being a part of it. That's when the magic starts to happen, when they grasp that they can be a part of it and that it's something achievable. When they see me, it's not just something they read about – they see a person and can think 'maybe I can be that person.' Maybe pursue it … hopefully they do."

He said that throughout his training and flight, Shoffner will share his experience and learning with students and educators around the globe.

Shoffner notes that when he was young and had dreams of going to space himself, he didn't have anything in school that drew those dreams out of him and set him toward that goal – that was something he found later on. But his hope is he can help jump start that process for these students early on. Shoffner believes that the interests people maintain in the formative years of ages 10-14 are likely near the core of who they are as a person. "Happy people do great things, and we are happiest when we do what we love," he believes.

"That voice inside that wanted to do this, it never left me. And I see maybe we can bring that voice out (of students) and actively engage it. I think the STEM toolbox in education is a good way to help make that happen."

As one might expect, he gets asked some unique – and humorous – questions on his travels from school to school.

"I was asked recently, 'what happens when the rocket blows up?' Thankfully, I couldn't say," Shoffner said.

Shoffner will serve as pilot for Axiom Space's Ax-2 mission to the International Space Station (ISS) on the SpaceX Dragon. Shoffner currently lives in Knoxville, Tenn. and says he is honored to have this opportunity to not only achieve one of his greatest life's dreams but also to use the Ax-2 mission to ignite a passion for STEM education in teachers and students worldwide to each pursue their ambitions.

John Schoffner with Norco Elementary students.

Born in Fairbanks, Alaska, and raised in Southeast Kentucky, Shoffner has been a pilot since he was 17 — accumulating more than 8,500 flight hours, a veteran of airshows for more than 25

ASTRONAUT on 7A

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Community members add their suggestions for facility upgrades on board during meeting in Luling.

School district looks toward upgrades for P.E., athletic facilities

Ryan Arena Editor
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Community members gathered at the Professional Learning Center in Luling last week to offer feedback and suggestions toward potential physical education and athletic facility upgrades for St. Charles Parish's elementary, middle and high schools.

The meeting was hosted by Kade Rogers, the parish school district's administrator of safety, security, and emergency preparedness and athletics and was the last of a series of scheduled gatherings in which have seen district athletic coaches, students, teachers, administrators and other stakeholders suggest what form the next wave of planned facility upgrades would take. This most recent meeting specifically entailed suggestions as to what upgrades could improve each school's respective P.E. and athletic programs, but Rogers noted that the meetings in total – and enhancements that come as result – are directed at facility improvement for all students, beyond athletics and P.E.

Some of the suggestions offered by attendees included auxiliary gyms or spaces and covered spaces to mitigate inclement weather, small running tracks and turf installation.

Rogers said some consensus has formed regarding some suggestions, which will help when prioritizing the ideas for action.

"I'm going to have to dive deeper into the data to see how each group prioritizes their ideas, but we're seeing a lot of consistency," Rogers said. "A lot will come down to meeting the needs of each site. Maybe Lakewood already has a gym, so do they need an auxiliary gym – do we go elsewhere with that and give Lakewood something else they need? It's not cookie cutter, all middle schools get this or all elementary schools get that."

These additions can go a long way and yield more benefits than it seems on the surface. For example, the turf fields installed at Destrehan and Hahnville high schools not only provide for a strong playing surface for the football and soccer teams, but are used often for ROTC, band, dance team and pep rally events.

"When I was coaching years ago and it was a grass field, soccer was practicing on another field because it was wet, rainy, soggy, that would mess the field up. Then you throw in (the time saved) with maintenance," he said.

Likewise, with the auxiliary and covered spaces being discussed as additions, on a day where it is raining and the gym may already be packed, a P.E. class would have somewhere to go work out of the weather, as well as simply providing extra space for extracurricular activities that would have

SCHOOL on 7A

MR. RELIABLE from 1A

In the fifth grade – his own streak already trucking along - Jones saw somebody honored for 13 years of perfect attendance.

"I thought that if she could do it, maybe I could too," Jones recalled.

Of course, life tends to intervene often in these situations. It takes tremendous willingness, but even with that it also takes luck. His immune system cooperated mightily – Mindy said he would not have gone to school if sick. It also takes some careful coordination. When he had a matter to attend to, like an orthodontics appointment, he'd go early in the morning to ensure he could be to school by 9 a.m.

As one might expect, he had more than a few thoughts of calling it off at different points.

"Lots of times," he said. "After a long weekend, you just want one extra day – maybe after a big soccer game, a day off would feel really good right about now. But I just set my alarm and kept going."

Mindy, a teacher, knows how difficult – and rare – it is to pull off.

She's very proud of him, but just as much very excited for the future given what he's shown.

"To see his motivation, it only makes me think 'is he going to bring that same work ethic when he has a job?'" she said. "He'll say, oh, what does this really mean and I tell him, it means people can depend on you. They'll see this and know that this kid will show up every day and when it matters, we can depend on you.'"

He likewise credits his mother for a little indirect inspiration.

"Every kid tries to get out of going to school at some point, say they're sick - you can't fool her," he said.

He also overcame the challenges that were unprecedented through the years his class attended Hahnville, going through

COVID-19 and Hurricane Ida. Jones and his family were unable to live in their home for over a year following Ida due to damage inflicted upon their home. He adapted in all cases.

Jones is planning on heading to Nicholls State upon graduating from Hahnville. He will study business administration.

SAVES LIFE from 1A

back and I heard the another employee talk to her, but I paused after the woman didn't respond to us. I stood there for a second … she was hitting the back of her own neck and her mouth and gums were pale … they were white."

DeSoto said she sprang into action after one of the clients in the lobby started to pat the choking woman on the back.

"I realized that this woman was choking and that I had to help her," DeSoto said.

DeSoto ran around the desk to the front lobby and began performing the heimlich maneuver on the woman. She said she learned the life-saving move in high school.

"The whole thing was not even thirty seconds," DeSoto said. "I wasn't freaking out … I just knew that something needed to be done."

After sitting in the hospital for 15 minutes and collecting herself, the woman who choked refused any additional medical attention and left.

"I didn't even think to get her name," DeSoto said. "She told us that she was in her car at the Ormond light and began choking on her hamburger and couldn't

Blayne DeSoto

breathe. She said she looked around and knew people who could help her would be here. She said she had started to get tunnel vision and that she knew God put her in the right place at the right time."

DeSoto said this experience was the first one in which she had to use the heimlich maneuver.

"This is something that you want to mentally be prepared for, but it's hard because you never know when it'll happen," she said. "We don't expect these things to happen, but it's good to be prepared."

PHINA from 1A

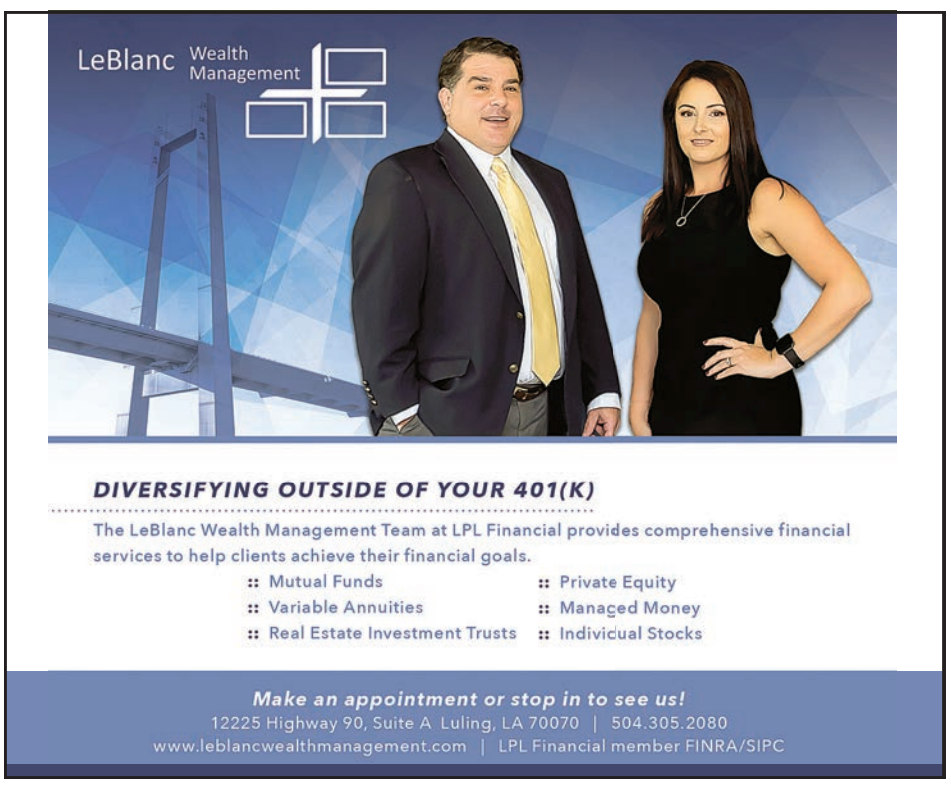
shops: two in Metairie and one in New Orleans.

"We are honored that Kristi thought of us to continue her legacy after she retires," Woodward said. "We are excited to be able to offer the Basketry service to our Phina customers for both personal and corporate gifts. We know that, along with our team at Phina and the Basketry's team, we can continue to grow both businesses and allow them to complement each other."

Phina will retain The Basketry name, its staff, and storefront in Luling.

"I am so happy that business owners who reflect my passion for community, collaboration, and gifting are taking over," Brocato said. "It was important to me that I leave it in the hands of women who believe in the same mission and will continue cultivating the business alongside the creative team at The Basketry."

Brocato said a weeklong champagne celebration will take place at The Basketry from May 8-12. The store is located at 12337 Hwy. 90 in Luling.



Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

· **Danielle Sandolph, 36,** of 810 Early Street in Paradis, was arrested April 28 and charged with domestic abuse battery with a dangerous weapon.

· **Kristopher Turner, 37,** of 653 LA 18 Highway in Edgard, was arrested April 30 and charged with possession with intent to distribute marijuana, possession or distribution of drug paraphernalia and illegal use of controlled drug in presence of persons under 17 years old.

· **Marcus Richardson, 31,** of 4749 W Adams Court in New Orleans, was arrested April 22 and charged with possession with intent to distribute marijuana, illegal use of controlled drug in presence of persons under 17, transactions involving proceeds from CDS activity and traffic violation. He was a fugitive.

· **Cronneisha Narcisse, 25,** of 1019 Paul Fredrick Street in Luling, was arrested April 22 and charged with possession of hydrocodone and traffic violation. She was a fugitive (three counts).

· **Darius Dortch, 28,** of 4315 Hanging Moss Road in Jackson, Mississippi, was arrested April 23 and charged with DWI, possession of fentanyl, possession of cocaine, possession of marijuana, reckless operation with accident, simple criminal damage to property, contraband to/from penal institutions prohibited and resisting an officer.

Real Estate Transactions

· **168 Gordon Street in Destrehan** sold for $355,000 by Terry Green and Carla Portera to Archer Daniels Midland Company.

· **207 Carolyn Drive in Destrehan** sold for $19,000 by NICE Housing LLC to Oscar Orellana and Scarlet Garcia.

· **404 West Hoover Street in Destrehan** sold for $233,000 by Danielle Hymel to Nolan Exterstein Jr.

· **299 Carolyn Drive in Destrehan** sold for $112,000 by Donna Dauzet and Edward Fabre to Luis Perez.

· **7 Storehouse Lane in Destrehan** sold for $330,000 by ARE Investments to Omni Property Assets LLC.

· **116 Maloney Road in Des Allemands** sold for $135,000 by Evelyn Schouest to Robert and Bobbi Ortego.

Obituaries

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

Dufrene

Corlet C. Dufrene, 70, a native of Lafitte, LA and a resident of Paradis, LA, passed away on Friday, April 28, 2023. She was a beloved daughter, sister, aunt, godmother, cousin and friend.

Visitation will be from 8:30 am until 11:00 am on Monday, May 1, 2023 at St. John the Baptist Catholic Church, Paradis, LA. A Mass of Christian Burial will be celebrated at 11:00 am.

She is survived by her sisters, Linda Brown (Ronnie) and Lorrie Cheramie; Henry "Pop" Bergeron, Jr.; niece, Shannon Darsam; great nieces, Kayla and Regan Darsam and great nephew, Seth Darsam.

She was preceded in death by her parents, Morris and Lillian Cheramie and great niece, Baby Girl Darsam.

Corlet was a dedicated employee. During her life she worked in the medical field. She continued her career at Louisiana Publishing where after 23 years she retired. After retiring she enjoyed playing computer games. She was an animal enthusiast, but most of all she loved spending time with her family and friends. She was loved by many and will be missed by all.

Falgout Funeral Home is in charge of arrangements.

Matherne

Luther C. Matherne, 86, a native and resident of Bayou Gauche, LA, passed away on Tuesday, May 2, 2023.

Visitation will be from 9:00 am until 11:00 am on Friday, May 5, 2023 at Falgout Funeral Home, Raceland, LA. Religious services will be at 11:00 am with burial to follow in Sunset Cemetery, Bayou Gauche, LA.

He is survived by his wife, Sallie Matherne; sons, Kurry Matherne (Vicki), Kurt Matherne (Claire), Ken Matherne (Jessica), Kelly Matherne (Rhonda); daughter, Kimberly Mongrue; grandchildren, Kurry Jr., Cameron, Lyndsey, Matthew, Samantha, Alexis, Hannah, Kelly Jr., Tristen and Joshua; great grandchildren, Lauren, Emily and Myha.

He was preceded in death by his parents, Kliner and Hattie Matherne; brothers, Percy Matherne and Ned Matherne and sisters, Jeanette Henry and Marjorie Sampite'.

Luther enjoyed bass fishing and hunting and loved his family.

Falgout Funeral Home is in charge of arrangements.

St. Charles HERALD GUIDE

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UNITED WAY from 2A

help with frequent flooding issues the building had.

Dias said that for the past year and a half UWSC has had to scale back some of its offerings due to a lack of space, but now that the organization is back on River Road the community will see an uptick in offerings like wellness programs and financial literacy classes.

"We also used to have a meeting room that was a resource to the community, and now we're able to offer that again," he said. "We want to be a resource for individuals who say, 'You know, I have a neighbor who could use a handicap ramp and I don't know who to call, or a person I go to church with is battling cancer and needs some help.' That's why we're here."

REAL ESTATE from 2A

Louisiana Housing Corporation that offers a multitude of programs for first time homebuyers that does help with the inflated insurance rates among other obstacles. Interestingly enough, Louisiana is in the top 10 percent of homeownership in the country."

On a positive note, Allemand said that with the moratorium lifted for new developments in the parish there are several developers who have continued their projects on both sides of the river.

"These properties are indeed selling, which is a good indicator for the real estate market," she said.

Ongoing recovery from Hurricane Ida and the December 2022 tornado is apparent throughout the parish with homes and businesses alike, Allemand said.

"St. Charles Parish is not backing down," she said. "Parish officials are seeking assistance and resources for our homeowners and business owners. The latest effort is St. Charles Parish suing FEMA. It is imperative that FEMA hear the stories of families and businesses who are and will be affected in the near future with the cost of flood insurance."

Allemand said it is not all doom and gloom when it comes to the current local real estate market.

"Yes, things are different, but how you react to the changes makes all the difference," she said. "We can overcome the obstacles by being a little creative, facing the challenges and figuring out what you can live with and how to make it happen."

ASTRONAUT from 4A

years, and holding commercial, instrument, single- and multi-engine ratings in both land and sea aircraft and helicopters, along with ratings in ex-military jets and high-performance radial engine aircraft.

Space and science have served as primary interests throughout Shoffner's life. At 8-years-old, when the space race was getting underway, Shoffner formed a young astronauts club with friends in his hometown of Middlesboro, Ky., closely following the missions of Gemini and Apollo. His early interests also extended to amateur radio and photography, getting his ham license, and building his first radios at 13 and operating a darkroom in his parent's basement. During Ax-2, he is planning many amateur radio contacts and photo projects from the ISS.

SCHOOL from 4A

shared more limited space before.

"We've gotten feedback from students involved in athletics, but also robotics, flag corps, the dance team and cheerleaders," Rogers said.

Rogers said it was important to open the process up and solicit feedback from as many sources as possible, adding that this approach was likewise effective in planning for the now-completed Phase I of school upgrades.

"We wanted to mirror that process," Rogers said. "We value their ideas. I have my own ideas of course, so does (Superintendent Ken Oertling), so does (chief plant services and security officer John Rome). But we don't want this to be about us. Facilities last, people don't. What legacy are you leaving behind to make sure our students have what they need to be successful?"

Rogers said once all of the data is sorted, the information will be brought to the school board to officially formulate the priorities and create an implementation plan.

Recent projects tackled have included key system, lock and access control upgrades at Allemands Elementary; HVAC air handler units and control replacements at the school district's central office; a roof replacement at E.J. Landry Alternative Center; an HVAC replacement at Schoeffner Elementary; repair replacement of cafeteria structural beams at Luling Elementary; stadium concrete and grout repairs at Destrehan and Hahnville high schools; a track replacement at Destrehan High School; renovations to three buildings at Mimosa Park Elementary; gym expansion and renovation at Destrehan and Hahnville high schools; drainage improvements at the Performing Arts Center, R.K. Smith Middle and the Satellite Center; stadium light fixture replacement at Destrehan and Hahnville high schools; a main canopy and concrete replacement at Destrehan and Hahnville high schools and the Satellite Center and the renovation and expansion of the Hahnville and Destrehan high gyms.

Most recently, the district has performed major renovations and repairs for its schools damaged during Hurricane Ida.

Wildcats' season ends at Sulphur

Took third seed to extra innings in final game

Ryan Arena Editor
ryana@heraldguide.com

Facing elimination, Destrehan continued to battle a dominant Sulphur team inning after inning, and into extra innings on the road Saturday.

But it was the ninth inning that saw the Tors' bats awaken for good, scorching the scoreboard for seven runs to end Destrehan's season, 8-1, in the second round of the Division I non-select state baseball playoffs.

Sulphur (32-4) won the first game between the teams 5-0 on Friday, leading ultimately to a sweep in the best of three series.

"We knew we would have trouble getting a whole lot of runs on the board (in the first game) with (LSU signee Jake Brown) on the mound. That's their guy, a very good pitcher. The goal was to keep it close and hopefully get him out the game late. They came out swinging the bats really well and scored five over the first two innings … that's a senior-laden team and they executed very well."

John Carmichael took the loss on the mound in Saturday's elimination game, his statline not reflective of the way he pitched. Carmichael allowed eight runs, just two of those earned, on nine hits and three walks while striking out three. He battled the Tors for 8.2 innings, holding a powerful offense to one run until the ninth inning.

"It wasn't the result we wanted … (but) I'm proud of this group. Everyone was tough and never stopped competing. They never back down."

— DHS coach Chris Mire

Shane Lee, Jonah Haslauer and Carmichael each got hits for Destrehan, with Haslauer driving in the Wildcats' lone run.

Dillion Bird swung the biggest bat for Sulphur on the day, going 3-for-5 with two runs scored and two RBIs – all three of his hits were doubles. Luke Benoit went 1-for-5 with two RBIs and a run. Jackson Beddoe went 2-for-3 with an RBI and run.

Photos by Ryan Arena/Herald Guide

Jonah Haslauer of Destrehan

Destrehan evaded a potential early deficit in the first inning after Brown led off the game with a triple. Carmichael and the DHS defense recorded three straight outs to retire the side and the threat.

But Sulphur indeed grabbed a lead when Cooper Devall's RBI double made it 1-0 in the second inning.

That run may have felt like enough for a little while, given how Kohl Navarre was pitching on the hill for Sulphur. He struck out six consecutive batters over the second and third inning.

Destrehan (25-13) adjusted in the fourth inning to tie things up, however, when Haslauer singled home Brady Mire after Mire walked earlier in the inning.

A pitcher's duel ensued over the next several innings between Carmichael and Navarre, who went eight two-hit innings and struck out 10.

But Bird led off the ninth inning with a double, then Gunner Gremillion singled. With one out, Beddoe singled home the go-ahead run, then an error plated another run. A Gage Trahan sacrifice fly made it 4-1 before a two-run single by Benoit all but officially ended the Wildcats' season.

Chris Mire said Sulphur attacked the fastball all weekend and it made the difference.

"They definitely had a plan to be ready to hit fastball … it felt like every fastball we threw for two games, they got good swings on. Even Carmichael on Saturday, he had to throw a lot of cutters, a lot of offspeed stuff. When we went fastball, it seemed like every ball was in the gap or over our heads. Credit to them."

Brown was the star of the day on Friday, earning the win after pitching 6.2 shutout innings, striking out 10 and allowing four hits.

Chris Mire said this wasn't the result the team wanted to finish the season with given that a major goal was to take the next step and make a playoff run. But Destrehan finished with 25 wins against a tough schedule and played some of the best baseball in the state over the second half of its season.

"I'm proud of this group. Everyone was tough and never stopped competing. They never back down," Mire said. "They kept finding ways to win."

Photos by Ryan Arena/Herald Guide

Brady Mire lays down a bunt in a late-season battle with Hahnville.

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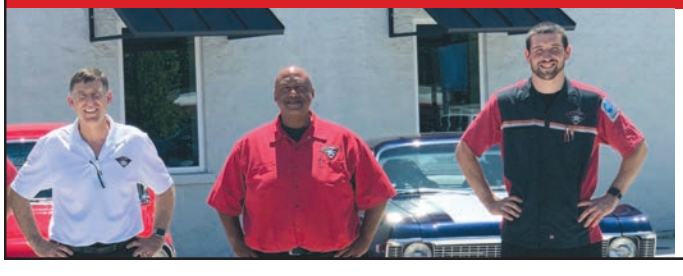

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Pooka making impact on returns for XFL finalist

Has made big plays in each of past two games for D.C.

Photos by Ryan Arena/Herald Guide

Pooka Williams with the D.C. Defenders in the preseason.

Ryan Arena Editor
ryana@heraldguide.com

It wasn't the start to the XFL season Pooka Williams envisioned.

After a reportedly strong camp with the D.C. Defenders, Williams was made inactive before his first game due to a hamstring injury suffered late in the preseason. Ditto for his second week.

But the former Hahnville High School great is back on the field again – and helping to propel his team to wins. The Defenders are getting ready to face off with the Arlington Renegades in the XFL's championship game at the Alamodome in San Antonio, Texas. That game will be broadcast Saturday night at 7 p.m. on ABC – and there's a very good chance Williams might be the first player to touch the ball in front of a nationwide audience.

Williams made his return to the field late in the regular season and did not take long to make an impact once he did, stepping up as D.C.'s kick returner. Against a San Antonio Brahmas team attempting to reach the postseason with a win in its final game, Williams tallied 182 yards on six returns for a 30.3 average, including one of the biggest plays of the game – a 79-yard return that set the Defenders up for a field goal – important points in what was ultimately a 1-point win for D.C., 29-28.

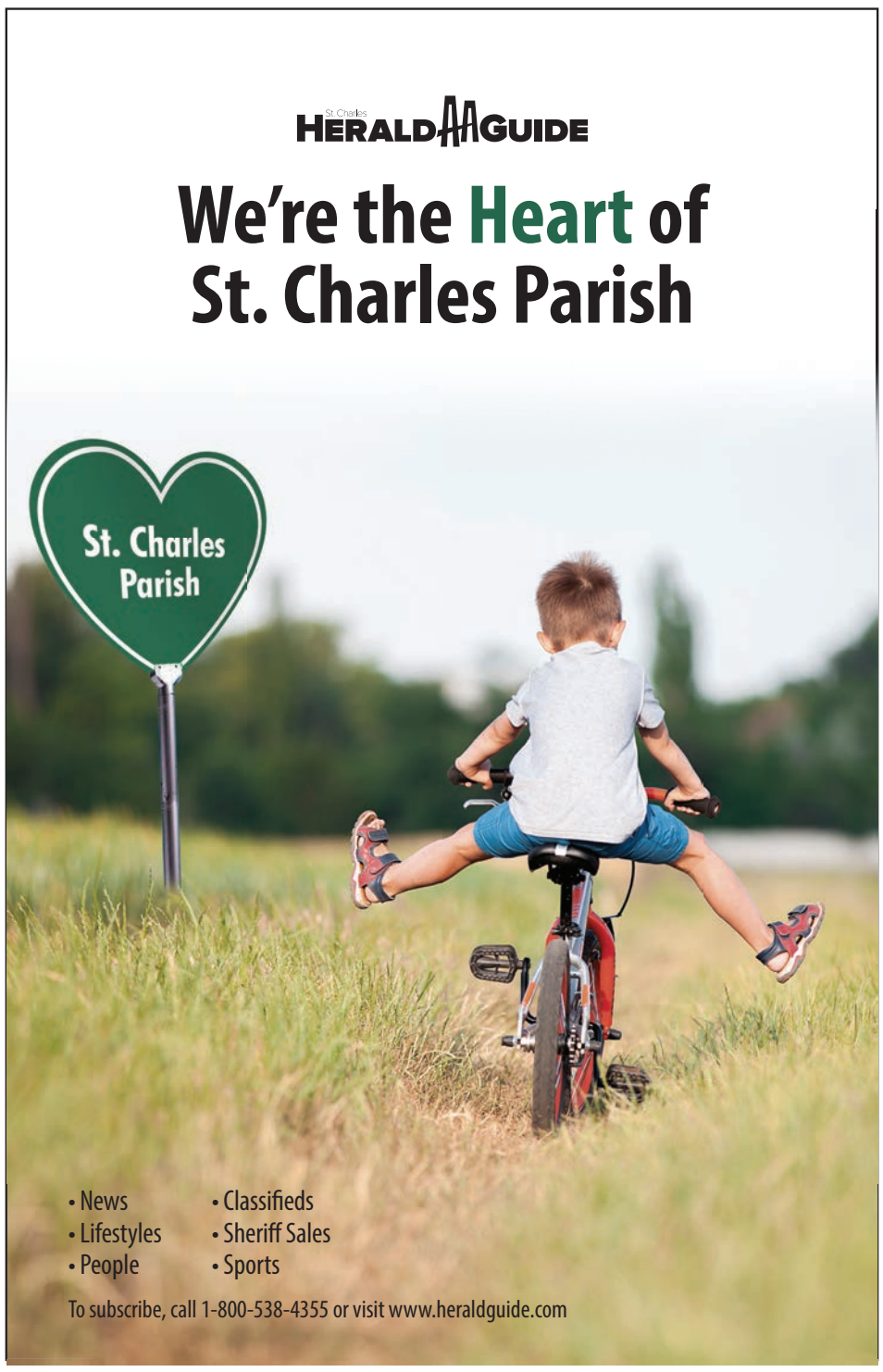
Then last week in D.C.'s semifinal playoff battle with Seattle, Williams again flashed, this time on a 52-yard return in what became a 37-21 victory. That first quarter return set his team up in the redzone and displayed the skills Hahnville observers have long admired about the all-purpose weapon – he made a tackler miss and shot through traffic toward the sideline and was off to the races.

What seemed to be a lost season for the former Kansas Jayhawk and later Cincinnati Bengal looks now to be anything but, with a spotlight upon him as a potential difference making return man for pro clubs in the market. Before that, however, Williams could earn himself a championship ring.

D.C. is 9-1 this season and if it adds a 10th, it will mean the Defenders have earned the first XFL crown in more than 20 years – the inaugural league season was in 2001 before the league disbanded after one year, and in 2020 a reboot was cut off midway through the season due to COVID-19.

It's a team with a flair for the dramatic – the Defenders' final four regular season games all ended as one-point games, with DC going 3-1 in those. One of those came in Week 9 against the same Arlington team it will see Saturday night, a 28-26 D.C. win.

During Williams' senior season at Hahnville, he cemented a legacy. He led Hahnville to the 2017 Class 5A championship game in a season he took the prep world by storm in Louisiana, rushing for nearly 1,500 yards in the postseason alone and more than 3,000 on the season. It represented the highest single season rushing total in Louisiana's prep football history. He scored 40 touchdowns that year and was named Louisiana's Mr. Football.



41st annual Little Red Church Food and Fun Festival takes place this weekend

Monique Roth Lifestyles Editor
moniquer@heraldguide.com

Food, carnival rides, game booths, school performances, live bands and more await patrons this weekend at the 41st annual Little Red Church Food and Fun Festival.

"It's always a good time," Carolyn Teabout, a St. Charles Borromeo Church parishioner who helps to organize the fair, said. "Food, fun and family … you'll find a lot of that on our grounds. The fair brings our community together in a way that doesn't happen very often … there's just that feeling of a community that loves each other."

The festival will take place Friday, Saturday and Sunday on the grounds of St. Charles Borromeo Church, located at 13396 River Road in Destrehan.

FESTIVAL to 12A

Food, carnival rides, school performances, pageants and more will take place this weekend at the 41st annual Little Red Church Food and Fun Festival.

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Breelynn and Brae'Lynn

Everleigh and Elmo

Kat, Brandon and Jodi Ann enjoy their first Jazz Fest

Camden, Korbin and Wyatt at Grow Dat Youth Farm

Sunday funday with Randy, Sophia and Tyson

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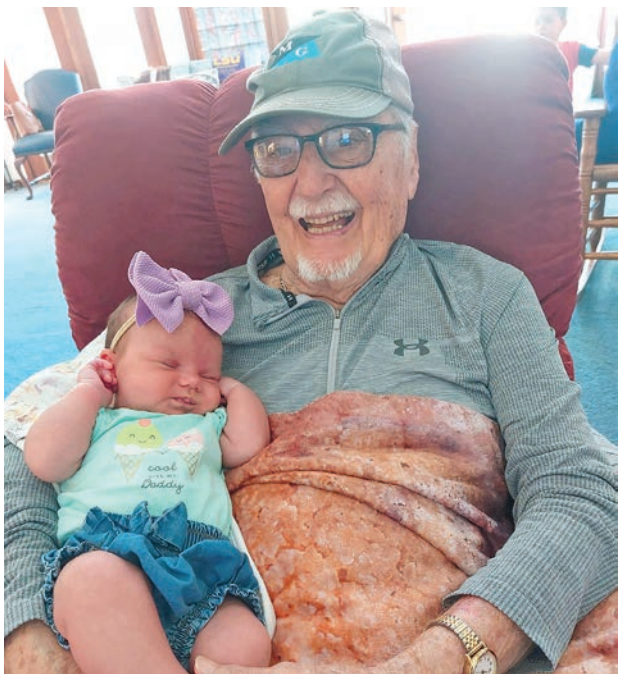
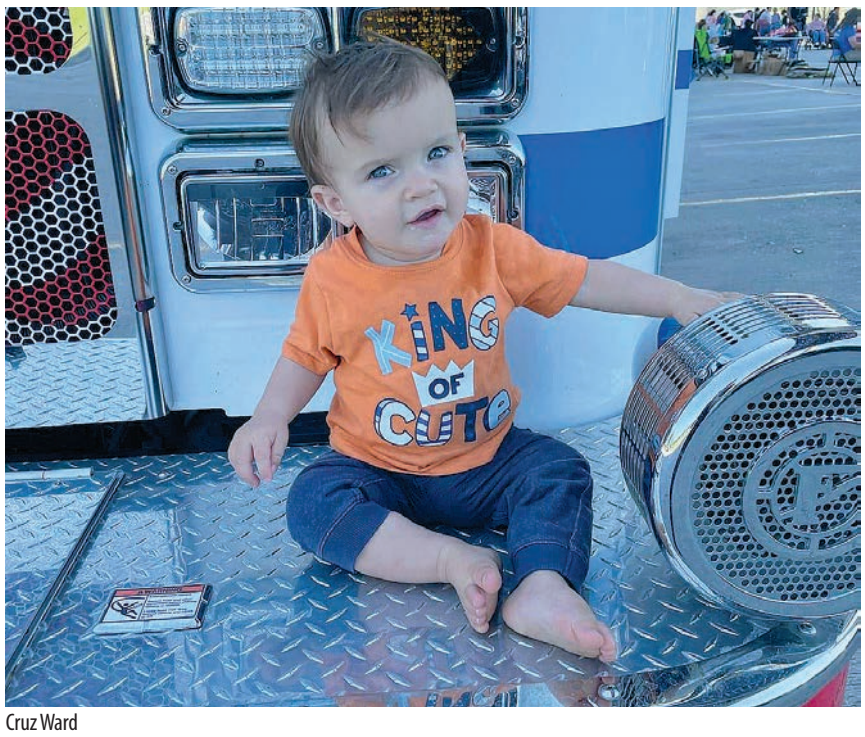
Avery Grace watches her big brother play some baseball

Dominic Gomez got to see his first "Rock Concert" at his Grammie's house

Tyson's first baseball game

Mila and River's first T-Ball game was lots of fun


Gracie Gomez got to meet her great grandfather Irvon "Cookie" Gomez for the first time


Cruz Ward

Sophia's first softball game

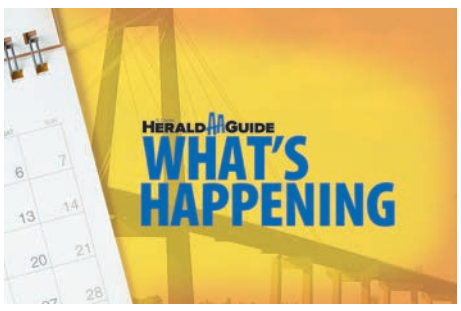
Carnival rides and game booths await patrons of the 41st annual Little Red Church Food and Fun Festival this weekend.

FESTIVAL from 10A

The theme of this year's fair is "Celebrating 300 Years of Food, Fun & Family." On Friday the fair will be open from 6 to 10 p.m., and on Saturday festivities will span from 11 a.m. to 10 p.m. On Sunday the fair will be open from 11 a.m. to 9 p.m.

Live bands will take the stage all weekend. On Friday Contra Flow will play from 6:30 to 9:30 p.m. On Saturday Terry & the Zydeco Bad Boys will take the stage from 1 to 4:30 p.m. and Category 6 will play from 6:30 to 9:30 p.m.

On Sunday Ryan Foret will take the stage from 1:30 to 4:30 p.m., and the Topcats will close out the fair from 5:30 to 8:30 p.m.



whatshappening@heraldguide.com

May 6

German Coast Farmers' Market

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

May 10

German Coast Farmers' Market

The German Coast Farmers' Market will be held from 1 to 5 p.m. at the St. Charles Parish West Bank Bridge Park.

May 13

BritBeat

BritBeat, a multimedia concert journey through Beatles Music History, will take the Lafon Center Stage at 7:30 p.m. The theatre is located at 275 Judge E. Dufresne Parkway in Luling. The show tells the story of the Beatles from their early days at the Cavern Club in Liverpool, their dynamic debut on the Ed Sullivan Show, the attendance busting concert at Shea Stadium and onward to the psychedelic Sgt. Pepper era and finally the later years of Abbey Road and the White Album. The entire concert plays to the backdrop of immersive and captivating moving multimedia that intertwines with the moods and emotions of the Beatles' iconic music catalog. For tickets visit lafonartscenter.org.

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Employment

ST. CHARLES PARISH PUBLIC SCHOOLS

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

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

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HERALD GUIDE

Legals

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

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hfonseca@stcharlesgov.net

Public Notice

PUBLIC NOTICE
SERVICE PROCUREMENT
ST. CHARLES COUNCIL ON AGING, INC.

The St. Charles Council on Aging, Inc. is soliciting proposals for the preparation and delivery of catered meals for the Title III-C Elderly Nutrition Program in St. Charles Parish for the period of July 1, 2023 – June 30, 2027. Pre-bid conferences will be held by appointment during the week of May 1, 2023 – May 5, 2023.

Sealed proposals are to be submitted to St. Charles Council on Aging, Inc., 150 Troxclair Lane, Destrehan, LA 70047. Envelope or packet must be clearly marked "CATERED MEALS – NUTRITION PROGRAM." Proposals will be accepted until Noon May 18, 2023. Proposals will be publicly opened on May 18, 2023 at a meeting of the Executive Board of Directors Committee at 1:00 p.m. Specifications will be mailed upon receipt of a written request (fax, e-mail, post, or hand delivered). All proposals received are subject to review by St. Charles Council on Aging, Inc. Board of Directors, Committee of the Board of Directors, the staff of St. Charles Council on Aging, Inc., and the Governor's Office of Elderly Affairs.

Questions and inquiries may be addressed to April Keller, Executive Director, 150 Troxclair Lane, Destrehan, LA 70047; phone: (985) 783-6683; fax: (985) 783-1996; e-mail: akeller@stcharlescoa.com

St. Charles Council on Aging, Inc. reserves the right to reject all bids and does not ensure the availability of funding at projected levels.

Publish:
1st Thursday, April 20, 2023
2nd Thursday, April 27, 2023
3rd Thursday, May 4, 2023
4th Thursday, May 11, 2023

Public Notice

PUBLIC NOTICE
SERVICE PROCUREMENT
ST. CHARLES COUNCIL ON AGING, INC.

THE ST. CHARLES COUNCIL ON AGING, INC., the Area Agency on Aging for the Parish of St. Charles, State of Louisiana, is seeking proposals for the Title III program.

These Title III services are:

NUTRITION PROGRAM (Congregate and Home delivered Meals)
RECREATION — PERSONAL CARE
HOMEMAKER — TRANSPORTATION
MEDICAL ALERT — WELLNESS
NATIONAL FAMILY CAREGIVERS SUPPORT PROGRAM SERVICES:
IN- HOME RESPITE

Proposals will be accepted for one, more than one or all the above listed services. Proposals are sought from agencies/entities, which have the capability to provide the services and responsibilities as specified in the Request for Proposals. St. Charles Council on Aging, Inc. intends to apply to the State agency, the Governor's Office of Elderly Affairs, to directly deliver these services.

Agencies and entities interested in submitting a proposal should submit a written request for a "Guide for Submission of Proposals" to: St. Charles Council on Aging, Inc., 150 Troxclair Lane, Destrehan, LA 70047, fax (985)783-1996 or e-mail to akeller@stcharlescoa.com. A Guide will be sent by return mail. Proposal Guides may also be picked up at the above address. All questions, comments and other matters should be submitted in writing to April Keller, Executive Director, at the above address. Pre-bid conferences will be held by appointment during the week of May 1, 2023 – May 5, 2023.

Sealed Proposals will be accepted until Noon May 18, 2023. Proposals will be publicly opened on May 18, 2023 at a meeting of the Executive Board of Directors Committee at 1:00 p.m.

A request for the Proposal Guide has been prepared by the agency setting forth all requirements, which potential providers must fulfill, and all other factors deemed necessary. Specifications are not intended to be restrictive or discriminatory in any manner whatsoever. Notify the Council on Aging Office in writing of any deviation from this policy prior to the opening of the bids.

St. Charles Council on Aging, Inc. reserves the right to reject all bids and does not assure the availability of funding at projected levels for the Office of Elderly Affairs as these are subject to change.

Publish:
1st Thursday, April 20, 2023
2nd Thursday, April 27, 2023
3rd Thursday, May 4, 2023
4th Thursday, May 11, 2023

Public Notice

ST. CHARLES PARISH GOVERNMENT
ADJUDICATED PROPERTY SALE ADVERTISEMENT

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CONSTITUTION AND THE LAWS OF THE STATE OF LOUISIANA, I WILL SELL, AT CIVICSOURCE.COM, WITHIN THE LEGAL HOURS FOR JUDICIAL SALES BEGINNING AT 8:00 O'CLOCK A.M ON THE 5th DAY OF JULY, 2023 AND CONTINUING UNTIL SAID SALES ARE COMPLETED, TITLE TO IMMOVABLE PROPERTY ON WHICH TAXES WERE ADJUDICATED TO THE ST. CHARLES PARISH GOVERNMENT, TO ENFORCE COLLECTION OF TAXES. THE NAMES OF SAID DELINQUENT TAX DEBTORS AND THE LEGAL DESCRIPTION FOR EACH OF THE PROPERTIES TO BE OFFERED FOR SALE ARE AS FOLLOWS:

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Publish: May 4, 2023

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON MAY 4, 2023 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

2023-9-HOP requested by **Amy Candies** for a home occupation – "Amy Candies Salon" – at **217 St. John Street, Luling.** Council District 7.
2023-10-HOP requested by **Allie McGuire** for a home occupation – "Cammeo" (a salon) – at **303 Evelyn Drive, Luling.** Council District 2.
2023-11-HOP requested by **Kristy Bourgeois** for a home occupation – "Salon IG" – at **828 Evangeline Road, Montz.** Council District 6.
2023-12-HOP requested by **Megan Muskevitsch** for a home occupation – "The Geaux Cup" (a mobile bartending service) – at **1 Palmer Drive, Luling.** Council District 2.
2023-3-MIN requested by **Leonard Hafford** for a resubdivision of one lot into two, **741 Grand Bayou Road, Bayou Gauche**. Zoning District O-L. Council District 4.
2023-6-R requested by **Debra Dufresne Vial for Esperanza Land, LLC & Hank Tatje for T Times 4, LLC** for a change of zoning from M-2 to M-1 on Lots 12 thru 19, Esperanza Business Park Phase 2, **Deputy Jeff G. Watson Drive, Luling**. Council District 1.
ALTERNATE DATE: 5/11
PUBLISH: 4/20, 27, 5/4

Public Notice

REQUEST FOR PROPOSALS
ACQUISITION AND IMPLEMENTATION OF A
NEW **GEOGRAPHIC INFORMATION SYSTEM (GIS)**

Port of South Louisiana (hereinafter referred to as the "Port") is requesting proposals for a qualified respondent (hereinafter referred to as the "Consultant") for development, integration and maintenance of an enterprise geographic information system (GIS) for critical infrastructure security purposes. The consultant must demonstrate exceptional experience and expertise for providing enterprise GIS professional services to maritime ports as requested in the following:

The purpose of this effort is to:

- Aid Port personnel by providing critical data necessary for security, planning of future land use development, redevelopment, infrastructure, identifying all port property and structures.
- Provide an organizational system for the maintenance of Port land, warehouses, offices and river structures in an efficient and cost-effective manner.
- Enable Port management the access of specific Port geospatial data in a user-friendly method on a 24/7 basis. Thereby improving our response to security issues and tenant concerns. The consultant will aid the Port and project team in determining which geospatial datasets and attributes will benefit the Port management and security teams.
- Provide domain awareness to Port security and management personnel through the use of real-time data feeds and operational dashboards.

The Port encourages the participation of Disadvantaged/Small Business Enterprise (DBE/SBE) firms on the consultant team. In order to receive points for participation, firms included in the proposal that have any such status must submit with the proposals evidence of a current certification from at least one of the following entities that issues such certifications which are based on race and gender-neutral qualifications: 1) LA DOTD DBE Certification Program or 2) the Federal Small Business Association's 8(a) Business Development Certification Program.

Evaluation of submitted proposals will be based on the following criteria:

1. Staff Experience, both of the Prime Consultant team and key individuals in type of work, 30 points.
2. Relevant project experience of the Prime Consultant team and key individuals on projects involving comparable issues, tasks, coordination, etc., 30 points.
3. Conceptual plan of action includes how the Prime Consultant team will approach the assigned project(s), 15 points.
4. DBE/SBE total participation, 10 points. Scoring will be allocated according to the percent of participation that the combined DBE/SBE firms are anticipated to receive.
5. Fee Rates, 10 points.
6. Knowledge of local conditions, 5 points.

RFP packages may be obtained from the main office of the Port of South Louisiana, 1720 Louisiana Highway 44, Reserve, Louisiana 70084, Monday through Friday from 8:30 a.m. to 4:00 p.m. or at www.centralbidding.com or www.portsl.com. Please clearly mark on the outside of the sealed envelope "RFP Acquisition and Implementation of a New Geographic Information System (GIS)" Attention: Paul Matthews. Proposer must include three (3) copies of Proposals and an electronic proposal via Flash Drive. The deadline for all submittals shall be Tuesday, May 23, 2023 at 11:00 a.m. Proposals may be delivered to 1720 Louisiana Highway 44, Reserve, Louisiana 70084 or www.centralbidding.com on or before Tuesday, May 23, 2023 at 11:00 a.m.

For questions regarding this Request for Proposals please contact Chambrel Riley-Williams at criley@portsl.com or at (985) 652-9278. Proposers will be contacted once all proposals have been evaluated.

The Port of South Louisiana reserves the right to reject any and all proposals and to waive any informalities.

Paul Matthews
Executive Director/CEO

Publish: April 20, 27 & May 4, 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:
Coffee & Norco LLC d/b/a Coffee &
15641 Airline Highway
Norco, La. 70079
Member: Cheryl DeLeon, Owner

PUBLISH: April 27 & May 4, 2023

Public Notice

St. Charles Parish Public Schools is applying to the St. Charles Parish Sheriff's Office for a permit to conduct **MUSIC & DANCE PERFORMANCES on 5/13/2023, 5/14/2023, 5/20/2023, 5/21/2023, 5/27/2023, 6/3/2023, 6/4/2023, 6/9/2023, 6/10/2023, 6/17/2023, 6/18/2023 and 6/25/2023** at the Dr. Rodney R. Lafon Performing Arts Center 13855 River Rd., Luling, La. 70070 in the Parish of St. Charles.
Alcohol will be served at this event.

The time of the festival: 2:00 PM – 10:00 PM on the following dates 5/13/2023, 5/14/2023, 5/20/2023, 5/21/2023, 5/27/2023, 6/3/2023, 6/4/2023, 6/9/2023, 6/10/2023, 6/17/2023, 6/18/2023 and 6/25/2023

Publish: April 27 & May 4, 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:
Boe and Company, LLC
13786 River Rd.,
Destrehan, Louisiana 70047
Member: Gary P. Boe, Jr, Member

PUBLISH: May 4 & 11, 2023

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **River Region Chamber of Commerce Annual Crawfish Boil on Thursday, May 18, 2023** at St. Charles Parish Westbank Bridge Park 13825 River Rd, Luling, LA 70070 in the Parish of St. Charles.
Alcohol will be served at this event.
The time of the event:
Thursday, May 18, 2023 from 5:30pm – 8:00pm

Publish: May 4 & 11, 2023

Public Notice

ANYONE KNOWING THE WHEREABOUTS OF **ALBERT DOUGLAS KORNRUMPF** - PLEASE CONTACT THE LAW OFFICE MR. SALVATORE' G. LOVECCHIO ATTORNEY-AT-LAW, IN PERSON: 943 PAUL MAILLARD ROAD, LULING, LOUISIANA, BY MAIL: P.O. BOX 423, BOUTTE, LA 70039 OR PHONE 985-785-7788. IMPORTANT PROPERTY RIGHT INVOLVED.

Publish: May 4 & 11, 2023

Public Notice

Anyone knowing the whereabouts of **Lloyd E. Gagnon, (A/K/A Lloyd Everette Gagnon)**, please contact Attorney Lauren Rogers at 504-468-1100.

PUBLISH: April 27 & May 4, 2023

Public Notice

PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS/PROPOSALS
EDA PROJECT #08-79-05671

Request for Qualifications/Proposals: The Port of South Louisiana ("POSL") is currently seeking architectural and engineering services for an anticipated capital project H_2Public Private Partnerships Hydrogen Fueling Barge ("H_2P3"). The Port of South Louisiana (POSL) is a political subdivision of the state of Louisiana. The 54-mile jurisdiction of the POSL extends along the Mississippi River and across three parishes: St. Charles, St. John the Baptist, and St. James. It is an industrial region known for its petroleum refining, grain and petrochemical transfer and storage facilities.

The H_2Public Private Partnerships Hydrogen Fueling Barge ("H_2P3") is an infrastructure investment at the Port of South Louisiana that will provide a clean fueling station for a new fleet of hydrogen-powered river vessels. This bunkering (fueling) barge will catalyze the construction and launch of a new fleet of low-carbon vessels, fueled by methanol (a hydrogen-derivative), in the lower Mississippi River corridor. The H_2P3-Hydrogen Fueling Barge will be the first dedicated methanol/hydrogen-fueled vessel in the U.S. and only the second in the world.

Scope of Work. The H_2P3-Hydrogen Fueling Barge will be located on the Mississippi River near the POSL's Globalplex, a 335-acre multimodal maritime industrial park, owned by the POSL. The area is ideal for both vessels and barges, as it provides handling and storage for bulk, breakbulk, and containerized cargos.

The successful respondent will design a state-of-the-art hydrogen fueling barge at the Port of South Louisiana that will serve as a clean fueling station for a new fleet of hydrogen-powered river vessels along the Lower Mississippi River. The project components include the construction of an approximately 30,000 Barrels (BBL) Methanol Inland Tank bunkering barge that will be approximately 297 feet long x 54 feet wide x 11 feet tall.

The scope of this project will be the construction of a bunkering fueling barge at the Port of South Louisiana that will service e-methanol fueled vessels.

The Port of South Louisiana desired Small and Emerging Business (SEB)/Disadvantage Business Enterprise(DBE) goal for this project is 25%. Should your firm meet this goal or wish to meet this goal with the utilization of other firms, please identify all firms upon submittal of your proposal, and include their role and estimated percentage (%) of participation within your design team. Below are links to directories for a list of such firms.

Evaluation Criteria-Respondents will be scored using the valuation table below:
Firm Profile/Experience/Background 35
Professional Qualifications for Project 35
Specific Green Hydrogen/Renewal Energy Experience 10
SEB/DBE Participation 10
Overall Proposal Presentation 5
Fee Proposal 5

RFP packages may be obtained from the main office of the Port of South Louisiana, 1720 Louisiana Highway 44, Reserve, Louisiana 70084, Monday through Friday from 8:30 a.m. to 4:00 p.m. or at www.centralbidding.com or www.portsl.com. Please clearly mark on the outside of the sealed envelope "**Architectural & Engineering Services for POSL/H_2P3-Hydrogen Fueling Barge; EDA Grant #08-79-05671." Please included six(6) hard copies of proposals** and one (1) digitally signed proposal (maximum of three files) on a CD or Flash Drive, in Microsoft Word format or as a PDF file, marked "**Architectural & Engineering Services for POSL/H_2P3-Hydrogen Fueling Barge**"; The deadline for all submittals shall be Monday, May 22, 2023 at 11:00 a.m. Proposals may be delivered to 1720 Louisiana Highway 44, Reserve, Louisiana 70084 or submitted at www.centralbidding.com on or before Monday, May 22, 2023 at 11:00 a.m.

For questions regarding this Request for Proposals please contact Chambrel Riley-Williams at criley@portsl.com or at (985) 652-9278. Proposers will be contacted once all proposals have been evaluated.

The Port of South Louisiana reserves the right to reject any and all proposals and to waive any informalities.

Paul Matthews
Executive Director/CEO

Publish: April 20, 27 & May 4, 2023

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

THIS NOTICE BY PUBLICATION IS NOTIFICATION THAT YOUR RIGHTS OR INTEREST IN THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE PARISH OF ST. CHARLES, LOUISIANA MAY BE TERMINATED BY OPERATION OF LAW IF YOU DO NOT TAKE FURTHER ACTION IN ACCORDANCE WITH LAW:

Tax Bill 302104300010
GENEVA S. CARTER, MICHAEL POSEY SR., STATE OF LOUISIANA, ST. CHARLES PARISH, TANIKA M. CARTER, FELICIA S. CARTER, ALEXANDER CARTER III, ANTOINE JOSEPH CARTER, ERNEST JOSEPH CARTER, KEVIN JOSEPH CARTER, LANCE RENELDO CARTER, MARY ANN CHOPIN POSEY, kardell david fenderson, kiwyshann downing, darrell chopin, branette chopin, 24th jdc district attorney's office, louisiana governor's office
LOTS 10 & 11, SQ. 43, NEW SARPY SUBD. ADJUDICATED TO ST. CHARLES PARISH, P.O. BOX 302, HAHNVILLE, LA 70057, FOR UNPAID 2013 TAXES AND GRASS CUTTING FEES - (803/247)
Improvements thereon bear Municipal No. 821 East Hoover, Destrehan, LA 70047

TAX SALE TITLE TO THE ABOVE DESCRIBED PROPERTY HAS BEEN SOLD FOR FAILURE TO PAY TAXES. YOU HAVE BEEN IDENTIFIED AS A PERSON WHO MAY HAVE AN INTEREST IN THIS PROPERTY.

YOUR INTEREST IN THE PROPERTY WILL BE TERMINATED IF YOU DO NOT REDEEM THE PROPERTY BY MAKING ALL REQUIRED PAYMENTS TO THE TAX COLLECTOR LISTED BELOW OR FILE A LAWSUIT IN ACCORDANCE WITH LAW WITHIN 60 DAYS OF THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE, OR THE RECORDING OF AN ACT TRANSFERRING OWNERSHIP, IF LATER.

ST. CHARLES PARISH GOVERNMENT
15045 RIVER ROAD
TAX DIVISION 1ST FLOOR
HAHNVILLE, LA 70057
(985) 783-6237

Publish: May 4, 2023

Public Notice

ST. CHARLES PARISH
PROCUREMENT

MATTHEW JEWELL
PARISH PRESIDENT

DAVID FERRARO
PROCUREMENT OFFICER

ONLINE AUCTION

START: MAY 17, 2023
END: MAY 31, 2023

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

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

ALL TERMS AND CONDITIONS WILL BE LISTED ON THE SITE.

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
APRIL 27, 2023
MAY 4, 2023

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, MAY 8, 2023, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2023-0099 (4/24/23, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of $26,000.00.

2023-0100 (4/24/23, Jewell, M. Bingham)
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.

2023-0101 (4/24/23, Jewell, G. Dussom)
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.

2023-0102 (4/24/23, Jewell, M. Albert)
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.

PUBLISH: April 27, 2023
May 4, 2023

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 87430-E
Date: Monday, April 3, 2023
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ARGENT SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTFICATES, SERIES 2006-M1
vs
JEROME PEABODY, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated:
THURSDAY, JANUARY 23, 2020, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JUNE 7, 2023, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:
That portion of ground, together with all the buildings and improvements thereon, and all
of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto
belonging or in anywise appertaining, situated in St. Charles Parish, Louisiana on the left
descending bank of the Mississippi River in what is known as Mule Subdivision No. 2,
Section 1, being a resubdivision of a portion of the East half of Lot "A" of Good Hope
Plantation Subdivision, as per plan ofE.M. Collier, dated September, 1950, a copy of
which is on file in the office of the Clerk of Court and recorder for the Parish of St.
Charles for reference:
And according to said map the lot designated as Lot IO Square Two, and measures
Seventy (70') feet front on Mary Street by a depth between equal and parallel lines of
Eighty-Four and 4/10 (84.4') feet. All as per survey of Lucien C. Gassen, dated July 28,
1979.
Which has the address of 60 Mary Street, Norco, LA 70079
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED THIRTY THOUSAND SEVEN HUNDRED SIXTY-ONE AND 81 / 100 ($130,761.81) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and
charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF
&
EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: May 04, 2023
June 01, 2023
ATTORNEY FOR PLAINTIFF:
Penny M. Daigrepont
3510 N. Causeway Blvd, Suite 600
Metairie, LA 70002
504-831-7726
SCSO-CIV-209-0402

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.: **RECWBI22**

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.

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

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

Public Notice

PUBLIC NOTICE
REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

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

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

Steve D. Cobos
305 Nottaway Dr, Destrehan, LA 70047
Lot 222
Block 12
Subdivision: Ormond Country Club
Nature of violation: Grass cutting & removal of debris

Christine Ates Vicari
27 Brandon Hall, Unit C, Destrehan, LA 70047
Nature of violation: Grass cutting & removal of debris

Barton M. Rudesill
32 Oakland Dr, Destrehan, LA 70047
Lot 1184
Subdivision: Ormond Country Club
Nature of violation: Grass cutting & removal of debris

Serena Bennett Est. c/o Sceola Tuley
191 First St., St. Rose, LA 70087
Lot 7
Subdivision: Elkinsville Subd. (St. Rose)
Nature of violation: Grass cutting & removal of debris

Suez WTS Services USA, Inc.
17705 River Road, Killona, LA
Subdivision: Commercial - Personal Property
Nature of violation: Grass cutting & removal of debris

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

PUBLISH: May 4, 2023

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

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

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).

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.

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

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).

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

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 89625-E
Date: Wednesday, March 29, 2023
U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE FW SERIES I TRUST
VS
SHELLY SMITH BORNE
GREG CHAMPAGNE, SHERIFF
P.O. Box426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated:

MONDAY, OCTOBER 11, 2021, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JUNE 7, 2023, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

ONE CERTAIN LOT OF GROUND, situated in the Town of Luling. Parish of St. Charles. State of Louisiana, in that part thereof known as DAVIS HEIGHTS SUBDIVISION, which is a subdivision of a portion of the former Davis Plantation near Luling, St. Charles Parlsh, Louisiana, in Section 25, Township 13 South. Range 21 East, designated as LOT 14 of BLOCK C on the plan of subdivision made by E. M. Collier, Surveyor, dated March 6, 1963, Revised December 3, 1964, on file in the Office ofrhe Clerk of Court of St Charles Parish, Louisiana. According to said plan of subdivision said lot measures 70 feet front on Davis Drive. same width in the rear, by a depth of 110 feet between equal and parallel lines.

Municipal address of the above described property is 344 DAVIS DRIVE, LULING, LA 70070

Together with all the improvements now or hereafter erected on the property, and all
easements, appurtenances, and fixtures now or hereafter a part of the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWO HUNDRED FIFTY-TWO THOUSAND NINETY-ONE AND 08 / 100 ($252,091.08) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

GREG CHAMPAGNE-SHERIFF
&
EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: May 04, 2023
June 01, 2023
ATTORNEY FOR PLAINTIFF:
Cris Jackson
935 Gravier Street, Suite 1400
New Orleans, LA 70112
504-581-9444
SCSO-CIV-209-0402

Public Notice

St. Charles Parish Public Schools Committee Meetings (Monday, April 24, 2023)
Generated by Shelly Babineaux on Tuesday, April 25, 2023

Members present
Ellis A Alexander, Arthur A Aucoin, John L Smith, Alex L Suffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

Meeting called to order at 5:27 PM

1. Risk Management & Insurance Committee

Art Aucoin called the Risk Management & Insurance Committee Meeting to order.

1.01 Legal and Safety Update

Motion by A. Suffrin;second by R. Gregson to go into Executive Session per LRS 42:16-17.

Director of Risk Management & Benefits Darrinisha Gales, Director of Sales Tax Paula Jeansonne and Mr. Pat Amedee updated the Board on legal items.

Administrator of Safety, Security & Athletics Kade Rogers updated the Board on Safe Schools items. After discussion, an item for additional resource officers will be added to the April 26, 2023, Board meeting agenda.

Motion by A. Suffin; second by S.Cody to return to regular session.

1.02 Purchase of Head Start Medical Insurance

Director of Risk Management & Insurance Darrinisha Gales and Head Start Principal Nikki Weber presented item 1.02 to the Board. Head Start is responsible for maintaining medical coverage for the payment of medical expenses of a child while injured during school. Head Start has not previously carried this policy; however, the purchase of this policy is required. A discussion was held including cost, coverage, informing parents. etc.

This agenda item will be on the April 26, 2023 Board meeting agenda.

1.03 Request for Qualifications - Student Accident Insurance Broker

The Risk Management Department solicits brokers for a student accident insurance broker on a three-year cycle. This is a newly established cycle that will begin in year 2023.

Director of Risk Management & Benefits Darrinisha Gales presented item 1.03 to the Board. In order to receive the most qualified brokerage services, St. Charles Parish Public Schools is seeking qualifications from firms to provide student accident insurance brokerage services from 2023 - 2026.

This agenda item, as well as Item 1.04 &1.05, will be moved to the April 26, 2023, Board meeting agenda.

1.04 Request for Qualifications - Performance Bonds Broker

1.05 Request for Qualifications - Excess Workers' Compensation Insurance

Motion by A. Suffrin; second by K. Boudreaux to adjourn

2. Legislative Committee

2.01 Legislative Update - Committee Meeting Only

John Smith called the Legislative committee meeting to order.

Director of Public Information Regina McMillan and Magnolia Strategic Consultant lobbyist Lenny Kapowski updated the Board on legislative items. They informed the Board that May 17, 2023 will be St. Charles Parish day at the state Capitol. An education bill chart was referenced and discussions were held on current session items.

Motion by S. Cody; second by A. Aucoin to adjourn.

3. Curriculum, Instruction and Assessment Committee

Becky Weber called the Curriculum, Instruction and Assessment Committee meeting to order.

3.01 Revisions to Policy and Procedure 5.4.1 Selection and Adoption of Textbooks and Instructional Materials.

Assistant Superintendent of Curriculum, Instruction & Assessment Erin Granier presented item 3.01 to the Board. Upon review of Board Policy & Procedures 5.4.1 - Selection and Adoption of Textbooks and Instructional Materials, revisions were necessary to align policy and procedure.

This agenda item will be on the April 26, 2023, Board meeting agenda for a first reading.

Motion by J. Smith ; second by R. Gregson to adjourn.

4. Personnel and Policy Committee

S. Cody called the Personnel & Policy Committee meeting to order.

4.01 Committee and Board Meeting Schedule for the 2023-24 School Year

Administration is requesting adoption of the schedule of Committee and Board meetings for the 2023-24 school year in April in order to allow the schools adequate time in planning calendars.

Expeditious adoption of the schedule of Committee and Board meetings will allow for the setting of advertising and bidding dates on new projects and additions to buildings being transacted in a timely fashion. Also, this will permit the development of school system calendars and will further our efforts of communicating Board activities to the public.

A discussion was held on moving the October 23 Committee meeting to Tuesday October 24, 2023 due to a scheduled Eastern States Consortium site visit. A new schedule will be attached and this agenda item will be on the April 26, 2023, Board meeting agenda.

4.02 Revisions to Policy 3.6.3 Expense Reimbursement - First Reading

Chief Financial Officer Ronald White presented item 4.02 to the Board. Upon review of Board Policy 3.6.3 - Expense Reimbursement, revisions were required to align the policy to the updated procedures manual.
A discussion was held.

This agenda item will be on the April 26, 2023, Board meeting agenda.

4.03 Personnel Items

Assistant Superintendent of Human Resources & Administrative Services Tresa Webre presented a staffing update and personnel notes to the Board to receive.

A discussion was held on resignations, hires, retirees and leaves. This item will be on the April 26, 2023, Board meeting agenda.

Motion by R. Gregson;second by J. Smith to adjourn.

5. Technology Committee

R. Gregson called the Technology Committee meeting to order.

5.01 Proposal Acceptance - Online Learning Platform

Director of Technology Stephanie Steib and Coordinator of Instructional Technology Kelsey Hegel presented item 5.01 to the Board. An online learning platform is utilized by several programs including Performance Based, Distance Learning, and programs at Eual J. Landry, Sr. Educational Programs Center. Software/Learning platforms are reviewed every 5-7 years. The purpose of the review is to guarantee alignment to the curriculum, maintain a high level of student engagement, insure ease of use, negotiate cost effective pricing and explore current trends and technologies. Proposals were received from four (4) vendors for the online learning platform. Proposals were reviewed and evaluated by a committee of teachers, students, district staff and a board member. After scoring the proposals, Imagine Learning is the recommended vendor for the online learning platform. A discussion was held including the proposals received, the programs, utilization and cost range. Imagine Learning was recommended as the vendor.

This item will be on the April 26, 2023, Board meeting agenda.

5.02 Website and/or Mobile App Redesign and Hosting - Committee Meeting Only

Technology committee chair Ray Gregson presented an update on the evaluation process for the Website RFP. This item will be on the May 10, 2023 board meeting.

Motion by S. Cody;second by B. Weber to adjourn.

6. Finance and Audit Committee

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

6.01 Bid Acceptance - Janitorial Supplies

In order to have quality products at the best price, the Distribution Center sought bids for janitorial supplies. The bid opening was held on Friday, March 31, 2023. See attached bid tally sheet. Teresa Brown, Administrator of Ancillary Services and Textbook Coordinator/Distribution Supervisor George Dunmiles

This agenda item will be on the April 26, 2023, Board meeting agenda.

6.02 Accounts Payable for the Month of March 2023

With no discussion or objections, item 6.02 will be on the April 26, 2023, Board meeting agenda. A. Suffrin referenced the budget to comparison sheet.

6.03 Salary Study Update - Committee Meeting Only

Chief Financial Officer Ronald White updated the Board on the ongoing salary study. A discussion was held.

Motion by E. Alexander;second by K. Boudreaux to adjourn.

Publish: May 4, 2023

Public Notice

April 24, 2023 Technology Committee Meeting

8am – 10am in Dufresne Conference Room

Board Members Present:

Ray Gregson, Becky Weber, Scott Cody

Call to order by Ray Gregson and second by Becky Weber

Regina McMillan provided guidance on timelines and the evaluation process.

Committee decided to score proposals and have the top candidates come in and present to the committee before final selection.

Committee evaluated the cost of each proposal.

Committee determined to look at the potential of having a different website name/address.

Motion to adjourn by Ray Gregson and second by Scott Cody.

Arthur "Art" Aucoin, Board President

Dr. Ken Oertling, Superintendent

Publish: May 4, 2023

Public Notice

St. Charles Parish Public Schools Board Meeting - REVISED (Wednesday, April 26, 2023)
Generated by Shelly Babineaux on Thursday, April 27, 2023

Members present
Ellis A Alexander, Arthur A Aucoin, John L Smith, Alex L Suffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

Meeting called to order at 6:28 PM

1. Opening Items

1.01 Call To Order

Board President Art Aucoin called the meeting to order.

Frank Harding III led the prayer before the Board meeting. Frank is Raymond K. Smith's Student of the Year, is a member of the Beta Club, Robotics Team, Football Team, Baseball Team and Track Team. Frank enjoys helping others and leading by example at RKS.

1.02 Pledge of Allegiance

Board member Karen Boudreaux led the pledge.

1.03 Roll Call

All eight Board members, the Superintendent Dr. Ken Oertling and Executive Secretary Shelly Babineaux were in attendance.

2. Resolutions/Proclamations

2.01 2023 National Mental Health Awareness Month Proclamation

Accept the 2023 National Mental Health Awareness Month Proclamation.

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

2.02 2023 National School Nurses' Week Proclamation

Accept the 2023 National School Nurses' Week Proclamation.

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

2.03 Resolution in Memory of Edward "Kidd" Jordan

Accept the Resolution in memory of Edward "Kidd" Jordan.

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

3. Recognitions

3.01 Board and Superintendent's Recognition

4. Business Items

4.01 Board Meeting Minutes

Approve the minutes of the March 13, 2023 Budget Review and Committee Meetings, March 15, 2023, Board Meeting, March 24, 2023 Board Retreat and March 29, 2023 Special Board Meeting as presented to the Board.

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

4.02 Purchase of Head Start Medical Insurance

Approve the purchase of Head Start medical insurance with Great American Insurance Company at a estimated cost of $1090 - $1475.

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

4.03 Request for Qualifications - Student Accident Insurance Broker

Approve the Request for Qualifications for a student accident insurance broker.

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

4.04 Request for Qualifications - Performance Bonds Broker

Approve the Request for Qualifications for a performance bonds broker.

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

4.05 Request for Qualifications - Excess Workers' Compensation Insurance

Approve the Request for Qualifications for excess workers' compensation insurance.

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

4.06 Safe Schools - Additional Resource Officers

Approve the request for additional School Resource Officers at an approximate cost of $215,000.

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

4.07 Revisions to 5.4.1 Policy and Procedure - Selection and Adoption of Textbooks and Instructional Materials - First Reading

Approve the revisions to Board Policy and Procedure 5.4.1 - Selection and Adoption of Textbooks and Instructional Materials for a first reading.

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

4.08 Committee and Board Meeting Schedule for the 2023-24 School Year

Adopt the schedule of Committee and Board Meetings for July 1, 2023 through June 30, 2024.

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

4.09 Revisions to Policy 3.6.3 - Expense Reimbursement - First Reading

Approve the revisions to Board Policy 3.6.3 - Expense Reimbursement for a first reading.

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

4.10 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 Suffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

4.11 Proposal Acceptance - Online Learning Platform

Accept the proposal from Imagine Learning for an online learning platform at a cost ranging from $45,400 to $72,114.

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

4.12 Bid Acceptance - Janitorial Supplies

Accept the bids for janitorial supplies as recommended at an approximate cost of $584,042.

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

4.13 Accounts Payable for the Month of March 2023

Approve the accounts payable for the month of March 2023.

COST

General Fund	$ 2,748,674
Special Revenue Funds	3,574,133
Capital Projects	814,895
Debt Service Fund	800
GRAND TOTAL	$ 7,138,502

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

5. Closing Items

5.01 Standing Committee Reports

The Technology Committee report was given by R. Gregson and 2 of their items were approved tonight.
S. Cody reported on the Personnel & Policy Committee items, all 3 passed tonight.
Finance & Audit Committee's 2 items presented tonight were passed per A. Suffrin's report.
The Capital Improvements Committee was reported on by E. Alexander.
J. Smith reported on the Legislative Committee meeting with the lobbyist.
The Curriculum, Instruction & Assessment Committee report was given by B. Weber and 1 item passed.
Risk Management Committee, reported on by A. Aucoin.

5.02 Superintendent's Report

Graduations- Hahnville High School's Graduation will be held on Wednesday, May 17, 2023. Destrehan High School's Graduation will b held on Thursday, May 18, 2023. Both ceremonies will be at the Pontchartrain Center for 6:00 p.m.
Ring Nights - Hahnville High School's Ring Night Ceremony will be held at the LPAC on Monday, May 1 at 6:00 p.m. Destrehan High School's Ring Night Ceremony will be held at the LPAC on Wednesday, May 3 at 6 p.m.
Teacher Job Fair - St. Charles Parish Public Schools will host our annual teacher job fair on Friday, April 28th. While the nation is experiencing a critical shortage of teachers and Louisiana school systems are also experiencing the same, 128 candidates are attending the job fair this year. Since all interview slots have been filled and we continue to receive applications for potential positions, principals will later interview additional teachers who continue to apply for potential teaching positions for the 23-24 school year! We thank the Board for recognizing the importance of our teachers and ensuring they are among the highest compensated in the state as this is critic to recruiting and retaining a highly qualified workforce.
Spring Testing - Each spring the Louisiana 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 beginning May 5th through May 12th. Schools will send their testing schedules as the testing dates draw near. High school students enrolled in LEAP Courses will take these assessments May 15th – May 17th. All high school students not taking LEAP assessments will participate in asynchronous learning on these days. More information will be communicated by the high schools. Please contact your child's school for further information relative to LEAP 2025 assessments and schedules.
Athletic Updates -The Hahnville High Softball team was named District 7-5A Champion with an overall record of 17-13. They were seeded #16 heading into the playoffs and were defeated by Ponchatoula High School in the first round of the playoffs. The Destrehan High baseball team was named the District 7-5A Champion with an overall record of 23-10. They were seeded #14 in the state playoffs and defeated Ruston High in the 1st round and will travel to Sulphur High for the second round of the playoffs. The Hahnville High baseball team finished the regular season with a 19-11 record and were seeded #16 heading into the playoffs. They were defeated by Fontainebleau High in the first round of the LHSAA playoffs. The Destrehan High boys tennis team finished the season with 4 qualifiers fi the state tournament with one boys doubles team finishing 2nd in regionals. The Hahnville High boys and girls tennis teams finished the season as district champions. Additionally, the boys team finished as regional champions while the girls finished third in our region. Several players competed in the state tournament this week. The Destrehan High boys track team was named the District 7-5A Champions while the girls track team placed third in district. Both the boys and girls track team from Hahnville High finished second in the district track meet, and they competed in the regional meet today, April 26. The girl's golf team from Hahnville High played in the regionals this week.
Hurricane Ida Expenses - As of today, due to Hurricane Ida have incurred a total of $50,897,567. We are projecting future costs to be approximately $4.1 million, including $3.6 million for the large construction projects and $0.1 million for the smaller projects. We have received $37,471,565 in insurance payments so far.

5.03 Information Items

5.04 Meeting Adjourn

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

Publish: May 4, 2023

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 91176-E
Date: Friday, March 17, 2023
LOANDEPOT.COM, LLC
vs
ALBERT DOUGLAS KORN-RUMPF
GREG CHAMPAGNE, SHERIFF
P.O. Box426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, OCTOBER 10, 2022, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 10, 2023, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: Plaintiffs mortgage and/or privilege affects the following described property, to-wit: Section 28, Tl3S, R20E, Parish of St. Charles, State of Loms1ana, all as more fully shown on survey entitled River Park Estates, drawn by E. M. Collier, Surveyor, dated October 30, 1967, and according to said plan, the lot conveyed herein is designated as Lot No. Thirty (30) and southern half of Lot 28 and more fully described as follows: Lot No. 30 measures 80 feet front on River Park Drive by a depth of 124:37 feet on a line common with Lot No. 32 and a depth of 125.89 feet on alme common with Lot No. 28, and a rear width of 80.02 feet. The southern half of Lot 28 measures 40 feet front on River Park Drive by a depth of 125.89 feet on a common line with Lot 30 and a depth of approximately 126.16 feet on its northern line and with a rear width of 40.005 feet; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:
ONE HUNDRED SEVENTY-EIGHT THOUSAND SIX HUNDRED THIRTY-NINE AND 59 / 100
($178,639.59) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH
PUBLISH ON: April 06, 2023
May 04, 2023
ATTORNEY FOR PLAINTIFF:
Ashley E. Morris
1505 North 19th Street P.O. Box 2867
Monroe, LA 71207-2867
318-388-1440
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 91152-C
Date: Friday, February 10, 2023
REVERSE MORTGAGE FUNDING LLC
vs
MARIAN B. OLEKSIK A/KIA MARIAN OLEKSIK
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, OCTOBER 6, 2022, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 10, 2023, at 10:00 AM, to the last and highest t idder for cash, the following described property, to wit: The property described in the Act of Mortgage is described as follows: Two certain lots or portions of ground, situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River in what is known as "Extension of subdivision of Lot "C" of Good Hope Plantation," as per plan of survey by E. M. Collier, Surveyor, dated June, 1950, a copy of which plan is on file in the office of the clerk of court & register of conveyances of the Parish of St.
Charles for reference. And according to said plan the two certain lots herein conveyed are designated as lots thirty-six (36) and thirty-eight (38), Block "F," adjoin each other and each lots measures fifty (50") feet front on Clayton Drive, same width in the rear, by a depth between equal and parallel lines of eighty-four and 4/10 (84.4') feet. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED FIFTY-FIVE THOUSAND NINE HUNDRED FIFTY-ONE AND 36 / 100 ($155,951.36) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF
&
EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: April 06, 2023
May 04, 2023
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379 13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Public Notice

SUCCESSION NO. P-12,353 DIV. E
OF 29TH JUDICIAL DISTRICT COURT
OTTO R. BANQUER PARISH OF ST. CHARLES
STATE OF LOUISIANA
FILED:_____ DY. CLERK: _____

FILED FOR RECORD CLERK OF COURT ST. CHARLES PARISH 2023 APR 13 PM 12:00 DEPUTY

NOTICE

Notice is Given to any creditors of this succession and to all other interested persons that a Petition Filing Final Tableau of Distribution has been filed by Lyn M. Brignac, as the Administratrix of the Succession of Otto R. Banquer, praying for homologation of the tableau and for authority to pay administrative expenses consisting of legal fees, filing fees and costs of publication; the tableau of distribution can be homologated after the expiration of seven (7) days from the day on which this publication appears. Any opposition to the petition and tableau of distribution must be filed prior to homologation.

By Oder of the Court
~~Lance Marino~~ Brandie Ave
DY Clerk of Court
Dated 4/13/23

STATE OF LOUISIANA
PARISH OF ST. CHARLES
I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
Brandie Ave
CLERK OF COURT
ST. CHARLES PARISH

Publish: May 4, 2023

Public Notice

St. Charles Parish

Meeting Minutes

Parish Council

Final

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

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

Monday, April 10, 2023 **6:00 PM** **Council Chambers, Courthouse**

ATTENDANCE

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

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works Director Miles Bingham, Planning & Zoning Director Michael Albert, General Government Buildings Facilities Manager Bob Messerly, Eric Zurcher, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Tommy Hogan
Calvary Baptist Church, Luling

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Bellock, to approve the minutes from the regular meeting of March 27, 2023. The motion carried by the following vote:

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

Nay: 0

Abstain: 1 - Darensbourg Gordon

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2023-0078

In Recognition: Celeste Uzee, St. Charles Parish Library Board of Control

Sponsors: Ms. Fisher-Cormier

Read

2023-0086

Proclamation: "National Safe Digging Month"

Sponsors: Mr. Jewell

Read

2023-0077

Proclamation: Trash Bash Cleanup Day in St. Charles Parish

Sponsors: Mr. Jewell

Read

2023-0076

Proclamation: "Motorcycle Awareness Month"

Sponsors: Mr. Jewell

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2023-0079

Library Board of Control

Library Director Leann Benedict reported.

Councilwoman Fonseca spoke on the matter.
Councilwoman Clulee spoke on the matter.
Ms. Benedict spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Councilwoman Bellock spoke on the matter.

Reported

2023-0080

General Government Buildings

General Government Buildings Facilities Manager Bob Messerly reported.

Councilwoman Fonseca spoke on the matter.
Mr. Messerly spoke on the matter.
Councilman Dufrene spoke on the matter.

Reported

2023-0081

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BILLINGS AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, APRIL 24, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0082

An ordinance to provide for the installation of **"ALL-WAY STOP"** signs at the intersection of Oaklawn Ridge Lane and Oaklawn Drive in St. Rose.

Sponsors: Ms. Bellock

Publish/Scheduled for Public Hearing to the Parish Council on April 24, 2023

2023-0083

An ordinance approving and authorizing the execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 5, 2023 through July 14, 2023.

Sponsors: Mr. Jewell and Department of Community Services

Publish/Scheduled for Public Hearing to the Parish Council on April 24, 2023

2022-0225

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

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on April 24, 2023

2023-0084

An ordinance approving and authorizing the execution of an Agreement between St. Charles Parish and ZoraChristina Catering, L.L.C., to provide Professional Catering Services at the Edward A. Dufresne Community Center.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on April 24, 2023

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. Dufresne Community Center.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on April 24, 2023

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

Publish/Scheduled for Public Hearing to the Parish Council on April 24, 2023

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

Publish/Scheduled for Public Hearing to the Parish Council on April 24, 2023

PLANNING AND ZONING PETITIONS

2023-0067

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to O-L on Lot K-1B as shown on the resubdivision map by Lucien C. Gassen, PLS dated November 28, 2006, municipal address 165 Vernons Lane, Ama, as requested by Michael Keller.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

Speakers:
Mr. Michael Keller, Ama

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 23-4-1

2023-0068

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on Lot 18, Block 23 and Lot A-2, Block 24, Townsite of Paradis as shown on the boundary survey by Mitchell L. McDonald, PLS dated December 6, 2022, municipal address 14910 Highway 90, Paradis, as requested by Ricardo Quiroz on behalf of Quinton Mayeux.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

Speakers:
Mr. Ricardo Quiroz, Kenner
Mr. Willie Comardelle, Des Allemands

Public Hearing Requirements Satisfied

Council Discussion
Mr. Albert spoke on the matter.
Councilwoman Fonseca invited Ms. Hollie Comardelle, Realtor, representing the applicants, to the podium to answer questions.
Ms. Comardelle spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 23-4-2

2023-0069

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to O-L totaling approximately 3.6 acres and consisting of a portion of Lot A.R.-1 as shown on the resubdivision map of the Nina Champagne Tract by R.P. Bernard, PLS dated August 25, 2007, an undesignated 78 ft. by 800 ft. portion of the former Nina Champagne Tract, municipal address 141 Crooked R. Lane, Ama, and an approximately 1.5 acre undesignated portion of the former Nina Champagne Tract including a portion of Crooked R. Lane, as requested by Brennen and Melissa Friloux.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

Public Hearing Requirements Satisfied

Council Discussion
Mr. Albert spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 23-4-3

2023-0070

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981,

to change the zoning classification from C-2 to C-3 on approximately 9,104 sq. ft. of the front portion of Lot P-A, and from C-2 and C-3 to M-1 on approximately 25,462 sq. ft. of the rear portion of Lot P-A and all of Tract 33-A, Almedia Plantation as shown on the survey by Cody A. DiMarco, PLS dated December 14, 2022, municipal address 10436 Airline Drive, St. Rose, as requested by Conrad Frey on behalf of Elitestor, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 23-4-4

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2023-0075

An ordinance approving and authorizing the execution of a Contract with Byron E. Talbot Contractor, Inc., for the construction of the Lakewood Dr. Reconstruction, State Project No. H.014051, Federal Aid Project No. H014051, extending from East/West Heather Dr. to Highway 90 in the amount of $5,979,591.63.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Department of Public Works Recommended: Approval
Public Works Director Miles Bingham spoke on the matter.

Public Hearing Requirements Satisfied

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

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 23-4-5

APPOINTMENTS

2023-0074

A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District V Representative.

Nominee:
Councilwoman Bellock nominated Mr. Ryant D. Price

Nomination(s) Accepted

A motion was made by Councilmember Clulee, seconded by Councilmember Fisher-Cormier, to Close Nomination(s) for File No. 2023-0074. The motion carried by the following vote:

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

Nay: 0

Nomination(s) Closed

ADJOURNMENT

A motion was made by Councilmember Fisher, seconded by Councilmember Fonseca, to adjourn the meeting at approximately 7:22 pm. The motion carried by the following vote:

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

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Michelle Impastato
Council Secretary

Publish: May 4, 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, APRIL 24, 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.

2023-0082
INTRODUCED BY: MARILYN B. BELLOCK, COUNCILWOMAN, DISTRICT V
ORDINANCE NO. 23-4-6

An ordinance to provide for the installation of **"ALL-WAY STOP"** signs at the intersection of Oaklawn Ridge Lane and Oaklawn Drive in St. Rose.

WHEREAS, the St. Charles Parish Code of Ordinances, Chapter 15 Motor Vehicles and Traffic provides for the installation of traffic control signs; and,
WHEREAS, the installation of "All Way Stop" signs will significantly reduce the possibility of accidents at this intersection by regulating vehicular traffic entering the intersection; and,
WHEREAS, it is the desire of the Parish Council to authorize the installation of **"ALL-WAY STOP"** signs at the intersection of Oaklawn Ridge Lane and Oaklawn Drive in St. Rose due to safety concerns.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That there is hereby established **"ALL-WAY STOP"** signs at the intersection of Oaklawn Ridge Lane and Oaklawn Drive in St. Rose.
SECTION II. That the Department of Public Works is hereby authorized to erect and maintain said **"ALL-WAY STOP"** signs.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

And the ordinance was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

2023-0082 All-way-Oaklawn Ridge Lane and Oaklawn Dr. St. Rose

CHAIRMAN: Beth Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: April 25, 2023
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: April 25, 2023
AT: 2:54pm RECD BY:

2023-0083
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF COMMUNITY SERVICES)
ORDINANCE NO. 23-4-7

An ordinance approving and authorizing the execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 5, 2023 through July 14, 2023.

WHEREAS, the St. Charles Parish Department of Community Services is the sponsor for the Summer Food Program; and,
WHEREAS, the St. Charles Parish School Board has implemented a fee schedule for the use of its facilities during the program; and,
WHEREAS, it is the desire of the Parish Council to approve said agreement.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the agreement for Summer Food Service Program Facilities by and between the St. Charles Parish Council and the St. Charles Parish School Board 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, FISHER-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: April 25, 2023
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: April 25, 2023
AT: 2:54pm RECD BY:

ST. CHARLES PARISH COUNCIL
AND THE
ST. CHARLES PARISH SCHOOL BOARD
AGREEMENT FOR SUMMER FOOD SERVICE PROGRAM FACILITIES

This agreement is made and entered into as of the _____ day of 2023, by and between the: ST. CHARLES PARISH COUNCIL, herein represented by Matthew Jewell, President, duly authorized by Ordinance No. 23-4-7 dated April 24, 2023 hereinafter referred to as "Council" and the ST. CHARLES PARISH SCHOOL BOARD, herein represented by Ken Oertling, Ed. D., Superintendent, duly authorized by action of the St. Charles Parish School Board, dated_____, hereinafter referred to as "School Board."

WHEREAS, the School Board is the owner of Carver Early Learning Center and St. Rose Elementary School. WHEREAS, the Council is interested in providing a Summer Food Service Program for qualifying students of the area, and WHEREAS, the School Board desires to cooperate with the Council, and to provide the best possible service to the residents of St. Charles Parish, and

1. The School Board hereby grants to the Council, for the period of June 5, 2023 through July 14, 2023, (total of 24 days) the use and control of the kitchen and cafeteria of Carver Early Learning Center and Albert St. Rose Elementary School. The Council shall have the use of the property for a fee of $0.15 per lunch meal served during the approved dates for the Summer Food Service Program, payable no later than August 31, 2023, to St. Charles Parish Child Nutrition Department. To verify the number of lunches served, the Council shall submit with payment a copy of all SFSP-120 reimbursement forms submitted to the Louisiana Department of Education, Division of Nutrition Assistance.

2. The Council agrees to:
   A. Use the above described property only for the Summer Food Service Program. Such use is not to be contrary to present or future School Board policies, rules, and regulations for the use of school grounds and facilities, including prohibition of the sale or consumption of any alcoholic beverages on the property.
   B. Accept in the present condition and subject to any servitude above described property.
   C. Obtain written consent of the School Board for any alterations of the building and keep the School Board informed of the condition of the facilities.
   D. Properly maintain the property, which said maintenance includes keeping area clean, neat, and in sanitary condition, all at the expense of the Council.
   E. Pay $4,500.00 as reimbursement for utilities and other costs arising out of use of the property to be leased and $10,000.00 as reimbursement for operational costs for buses and drivers used to transport eligible participants of the Summer Food Service Program. These are estimated figures based on usage from June and July 2022. The Summer Feeding program will be responsible for the actual usage figures for June and July 2023 that will be provided at the conclusion of the program.
   F. Provide to the School Board, its staff and students, full access to and right to use any portion of the said property as necessary for the educational programs of the School Board.
   G. Post the necessary signs setting out all rules and regulations under which the property may be used; include on the signs that "This facility is leased from the St. Charles Parish School Board by the St. Charles Parish Council who funds its operation from June 5, 2023 through July 14, 2023 through the Summer Food Service Program."
   H. Provide that its use of this property shall not interfere with the adjacent property owned and controlled by the School Board.
   I. The leased property shall be used only for the Summer Food Service Program and under the direction and supervision of the St. Charles Parish Council during the time that it is not being used for School Board purposes.
   J. The Council at its sole cost and expense will employ a cafeteria manager or technician at each location who worked during the school year as a food service manager or technician for the School Board.

3. The School Board agrees to provide reasonable access to the property.

4. General Obligations:
   A. In connection with any use or presence on said property by the School Board, as provided within this agreement, the School Board assumes responsibility for and shall indemnify and hold the Council harmless and defend the Council or the School Board, expenses, attorneys' fees, damages, claims and judgments for any loss of life or injury or damage to persons or property arising from, or growing out of, the negligent acts or omissions of the School Board, its agents or employees, solely or in conjunction with a third person.
   B. Except as stated above, the Council assumes the responsibility for and shall indemnify and hold the School Board harmless and defend the School Board from all losses including claims for injuries to employees of the Council or of the School Board, expenses, by reason of any act or omission of the Council, its agents or employees, solely or in conjunction with a third person by reason of its use and control of the property described herein.
   C. The Council assumes sole responsibility for and agrees to indemnify, hold harmless, and defend the School Board from and against all claims, including any and all claims or liens for labor services or material, actions or legal proceedings arising, in whole or in part, from the establishment, and operation of the Summer Food Service Program.
   D. Notwithstanding anything to the contrary contained in this section, the Council assumes responsibility for the operations of the Summer Food Service Program and the School Board will not be responsible for damage or injury caused by its operations or the consequences thereof, and further, except as provided in paragraph 4-A, the Council binds and obligates itself to defend, hold harmless and indemnify the School Board against any loss, damage, injury, or claim asserted by any third party by reason of any happening whatsoever on or about the premises.
   E. Council shall at its sole cost and expense, but for the mutual benefit of both Council and the School Board, maintain:
      (1) personal injury and property damage liability insurance, including coverage for contractual liability against claims for bodily injury, death, or property damage, with policy limits of not less than $1,000,000 combined single limit per occurrence and not less than $2,000,000 general aggregate or an amendment that the policy aggregate limit equal to at least policy limit apply per premises used or occupied as part of this agreement, and
      (2) comprehensive business automobile liability insurance against claims for bodily injury, death, or property damage, with limits of not less than $100,000 combined single limit per occurrence for the use of owned, hired and non-owned vehicles. Upon execution of this agreement and thereafter not less than thirty days prior to the expiration dates of the expiring policies heretofore furnished pursuant to this agreement, Council shall

provide satisfactory evidence to the School Board of payment of the insurance premiums. Each such policy or certificate therefore issued by the insurer shall contain to the extent obtainable an agreement by the insurer that such policy shall not be canceled without at least ten (10) days prior written notice to the School Board.

(3) Louisiana statutory workers' compensation coverage and employer's liability with a limit of not less than one million dollars ($1,000,000.00) dollars.

In connection with the aforementioned liability and as a further condition of this agreement, the Council will cause the School Board to be shown as additional insured and to be provided with a waiver of subrogation as to the property herein leased.

1 . The parties hereto agree that at no time during the term of this agreement will the School Board be required to supervise, or in any way assume responsibility for the Summer Food Service Program.

2 During the time that the said property is being used for the Summer Food Service Program, it is the responsibility of the Council to provide for the security and protection of the adjacent school building(s) and facilities, at its cost for personnel and for any repairs to the school building(s) and facilities made necessary by the failure to provide such security and protection.

3 Smoking is not allowed! Possessing any lighted tobacco product is prohibited on all school system property and on all school system-owned buses and vehicles. This applies even when students are not on campus and includes parking lots and any other outside portions of school property in addition to all buildings.

THUS DONE AND SIGNED in the presence of the undersigned witnesses.

WITNESSES:

ST. CHARLES PARISH COUNCIL

Jennifer Cusp

Billy Raymond

Matthew Jewell, Parish President

DATE: 4/25/2023

WITNESSES:

ST. CHARLES PARISH PUBLIC SCHOOLS

Dr. Ken Oertling, Superintendent

WITNESSES:

ST. CHARLES PARISH SCHOOL BOARD

Arthur A. Aucoin, Board President

DATE:

2022-0225

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

ORDINANCE NO. 23-4-8

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

WHEREAS, the Parish desires to develop a master plan for the 110-acre parcel located between Highway 632 and Bayou Des Allemands, where the proposed boat launch and access road will be built; and,

WHEREAS, a master plan would include a due diligence assessment, community survey, concept development and plan development; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Duplantis Design Group, PC, 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 Duplantis Design Group, PC, for the Des Allemands Park Planning Services (Project No. P220208), in the not to exceed amount of $54,500.00 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, FISHER-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle DiPastato
DLVD/PARISH PRESIDENT: April 25, 2023
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: April 25, 2023
AT: 2:54pm 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 DUPLANTIS DESIGN GROUP (DDG), PROFESSIONAL CORPORATION, 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 DES ALLEMANDS PARK PLANNING SERVICES Project No. P220208 as described in Ordinance No. 23-4-8 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

DES ALLEMANDS PARK PLANNING SERVICES
Project No. P220208

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

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

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

3.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

4.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

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

8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice.

Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

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

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

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

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

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

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

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

12.0 INSURANCE

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

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

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

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

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

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

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

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

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

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

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

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 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:

Jennifer Crisp

Billy Raymond

ST. CHARLES PARISH

By: Matthew Jewell
Parish President

4-25-23
Date:

WITNESSES:

DUPLANTIS DESIGN GROUP, PC

By: Thomas H. Buckel, P.E.
Principal

Date:

ATTACHMENT "A"
PROJECT SCOPE

DES ALLEMANDS PARK PLANNING SERVICES
Project No. (220208)

The Scope of Work is as follows:

The scope involves development of a master plan for the 110-acre parcel located between Highway 632 and Bayou Des Allemands, where the proposed boat launch and access road will be built. The master plan will be inclusive of a due diligence assessment, community survey, concept development and plan development as described below. The master plan will be used to generate additional funding for the remaining portion of the project, not including the access road and boat launch. The master plan will consider a variety of improvements that can be accomplished within the boundaries of the parcel, as well as phasing options for said improvements.

DUE DILIGENCE/ASSESSMENT PHASE

Upon written authorization from OWNER, CONSULTANT shall:

a. Conduct an on-site audit with photographic/video documentation of existing site conditions.

b. Prepare graphic maps that assist in delineating the site's development opportunities and constraints with consideration to environmental concerns, roadway alignment, views, solar and wind orientation, soils, flora and fauna, and site drainage patterns.

c. Prepare a scaled park base plan based on the on-site audit and previously completed items, including but not limited to, topographic survey, LIDAR, geographic data, and previous planning.

d. Phase deliverable includes the scaled park base plan sent to the OWNER electronically. After review of the base plan, CONSULTANT shall incorporate any comments and revisions as determined by the OWNER.

COMMUNITY SURVEY PHASE

Upon completion of the Due Diligence/Assessment Phase, CONSULTANT shall:

a. Develop an online digital survey for community-wide distribution by the Parish. The survey shall use photographic examples of potential project elements to establish "Community Values" that will assist in developing a design theme and programmatic components the park should include.

b. Present results from the Community Survey to the OWNER and discuss as needed. OWNER may determine items to include or remove as CONSULTANT proceeds to the Concept Development Phase. OWNER may determine that an in-person Town Hall Meeting with locals would serve an added benefit to development of a park concept. This meeting is to be discussed if the Community Survey yields little response.

CONCEPT DEVELOPMENT PHASE

Upon completion of the Community Survey Phase, CONSULTANT shall:

a. Develop varying park concepts by incorporating results from the Community Survey and Due Diligence/Assessment Phases, as well as any OWNER input up until this point.

b. Prepare two (2) scaled alternative diagrammatic site plan sketches for the study area. These alternatives will illustrate development concepts with hand-sketches, color rendered plans laid on top of the aerial imagery and existing site plan data. The alternatives will be supplements with precedent images of photographic examples to demonstrate the design concepts offered.

c. Phase deliverable includes the two (2) scaled alternative site plan sketches sent to the OWNER electronically. After review of the concept, CONSULTANT shall incorporate any comments and revisions as determined by the OWNER. If an in-person meeting is deemed necessary by either the OWNER or CONSULTANT then the CONSULTANT shall coordinate.

MASTER PLAN DEVELOPMENT PHASE

Upon completion of the Concept Development Phase, CONSULTANT shall:

a. Develop a draft Master Plan with the following items:

1. **Rendered Site Plan** – will outline the proposed development. The plan will be developed in an AutoCAD drawing and will be digitally rendered and labeled to illustrate the overall design intent.

2. **Photographic Precedent Images** – will demonstrate the design intent with the use of photographic examples of the intended design solution.

3. **Rendered Perspective** – will prove the design objective by creating a single (1) illustration of the proposed improvements.

b. Present the draft Master Plan to the OWNER and public for general input/comments. Draft a questionnaire for the OWNER to distribute to the public for more feedback.

c. Conduct a meeting with the internal steering committee (OWNER) to get input, guidance and preferences to programmatic components and diagrammatic alternatives to inform the design team in developing the final Master Plan.

d. After considering all feedback up until this point of design, the CONSULTANT is to finalize the Master Plan including the following items:

1. **Final Site Plan (Rendered)** – will outline the proposed development. The plan will be developed in an AutoCAD drawing and will be digitally rendered and labeled to illustrate the overall design intent.

2. **Final Precedent Images** – will demonstrate the design intent with the use of photographic examples of the intended design solution.

3. **Final Rendered Perspective** – will prove the design objective by creating a single (1) illustration of the proposed improvements.

4. **Rough Order of Magnitude Costing** – will assign preliminary construction cost of the project to assist with establishing a budget for the comprehensive development of the park.

5. **Phasing Strategy** – will categorize components into sequential projects that can be implemented independently based on priority and funding.

6. **Funding Strategy** – will identify funding sources (public and private) to pay for the implementation of various project components.

e. Phase deliverable includes the full final Master Plan to the OWNER both electronically and hard copies as requested. No more than six (6) hard copies will be requested.

ATTACHMENT "B"
PROJECT SCHEDULE

DES ALLEMANDS PARK PLANNING SERVICES
Project No. (220208)

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

	Number of Days to Complete
Due Diligence/Assessment Phase	30
Community Survey Phase	30
Concept Development Phase	30
Master Plan Development Phase	60

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

DES ALLEMANDS PARK PLANNING SERVICES
Project No. (220208)

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

a. The total compensation for basic services as described in Attachment A is estimated to be $54,500.00 based on the following estimated distribution of compensation:

1. Due Diligence/Assessment Phase $6,950.00
2. Community Survey Phase $7,000.00
3. Concept Development Phase $8,950.00
4. Master Plan Development Phase $31,600.00

b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

c. 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, plus CONSULTANT's SUBCONSULTANT's charges.

d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.

e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

Attachment C-1

LABOR CATEGORIES

Principal	$210.00/hr	Drone Pilot	$140.00/hr
Associate	$190.00/hr	Sr. CAD Designer	$110.00/hr
Business Unit Leader	$175.00/hr	Survey Tech III	$110.00/hr
Sr. Design Professional	$165.00/hr	Chief of Parties	$110.00/hr
Sr. Project Manager	$155.00/hr	Party Chief	$100.00/hr
Sr. Designer	$150.00/hr	CAD Designer	$95.00/hr
Sr. PLS	$150.00/hr	Survey Tech II	$95.00/hr
Design Professional	$145.00/hr	CAD Tech	$85.00/hr
Project Manager	$135.00/hr	Survey Tech I	$85.00/hr
PLS	$120.00/hr	Project Representative	$65.00/hr
Asst. Project Manager	$110.00/hr	Admin Assistant	$60.00/hr
Field Crew	$160.00/hr		

REIMBURSABLE ITEMS

Vehicle Travel for Project (subject to change based on IRS guidance)	IRS Rate
Transportation, Lodging + Subsistence for Out-of-Town Travel	Cost
Printing	Cost
Photographs, Telecopier, Shipping + Materials	Cost
Filing/Recording/Permitting Fees	Cost
Deposition/Trial Testimony by Principal, PE, AIA, PLS	Rate x 1.5
Subconsultant Services	Cost + 10%
Pipeline Detectors	
RD8100	$75.00/day
Drone	$250.00 / 1/2 Day + $500.00 / Full Day
Hydro/Marine	
Magnetometer	$200.00 / day
Applanix IMU	$600.00 / day
Single Beam	$200.00 / day
Sub-Bottom Profiler	$500.00 / day
Side Scan Sonar	$425.00 / day
Special Rental Equipment	Rental Cost
All-Terrain Vehicle	$100.00 / Day
12' Aluminum Boat	$35.00 / day
24' Crew Boat	$650.00 - 750.00 / day

EFFECTIVE: APRIL 2022 + ALL RATES ARE SUBJECT TO CHANGE

2023-0084
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PARKS AND RECREATION)
ORDINANCE NO. 23-4-9

An ordinance approving and authorizing the execution of an Agreement between St. Charles Parish and ZoraChristina Catering, L.L.C., to provide Professional Catering Services at the Edward A. Dufresne Community Center.

WHEREAS, Professional Catering Services are needed in order for the Parish to accommodate rental functions at said facility; and,
WHEREAS, ZoraChristina Catering, L.L.C., meets all qualifications; and,
WHEREAS, it is the desire of the Parish and ZoraChristina Catering, L.LC., to enter into an Agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between St. Charles Parish and ZoraChristina Catering, L.L.C., to provide Professional Catering Services at the Edward A. Dufresne Community Center is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Jeff Billing
SECRETARY: Michelle Espadron
DLVD/PARISH PRESIDENT: April 25, 2023
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: April 25, 2023
AT: 2:54 pm RECD BY:

PROFESSIONAL CATERING SERVICES AGREEMENT

EDWARD A. DUFRESNE COMMUNITY CENTER

This Agreement made by and between St. Charles Parish, located at 15045 River Road, Hahnville, Louisiana 70057, herein represented by Matthew Jewell, hereinafter referred to as OWNER and ZoraChristina Catering, L.L.C. located at 165 Jordan Court LaPlace, Louisiana 70068, herein represented by Monique McGee-Duronslet, Founder/CEO, duly authorized by Resolution attached hereto and made a part hereof, hereinafter referred to as the CONTRACTOR.

The OWNER does enter into this Agreement for the engagement of professional catering services at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, on the following terms and conditions:

1. DEFINITIONS

A. CATERING
The serving of food and beverages at functions at the Edward A. Dufresne Community Center.

B. GROSS BILLINGS
The total costs billed by the CONTRACTOR to its CLIENTS and includes food and beverages (alcoholic and non-alcoholic content) and other costs and gratuities but does not include sales tax.

C. DONATED GOODS AND SERVICES
Any food and beverage (alcoholic and non-alcoholic) provided by the CONTRACTOR to its CLIENTS at the Edward A. Dufresne Community Center as a donation of any sort.

D. SUBCONTRACTOR
A professional company that has the expertise to provide food and beverage services of such specifications and presentation that the CONTRACTOR does not possess.

E. CLIENT
A person and/or persons or entity who leases the Edward A. Dufresne Community Center.

F. GOVERNMENTAL DEPARTMENTS
Those Departments that report directly to the Parish President.

2. GENERAL

A. The effective date of this Agreement shall be from May 1, 2023 thru May 1, 2024. This Agreement may be extended for two additional one-year periods at the option of the Parish President. This can be executed with extension letters sent to the CONTRACTOR.

B. All terms and provisions contained in the "Operations Manual" as specified for the Edward A. Dufresne Community Center are applicable to this Agreement. CONTRACTOR acknowledges receipt of the Operations Manual and agrees to abide by its terms or any modifications thereto. OWNER shall impose any reasonable additional policies, procedures and regulations which may be necessary for the overall interest of the facility.

C. This Agreement is non-exclusive. CONTRACTOR shall abide by any and all arrangements made by the OWNER with a Governmental Department.

3. SERVICES OF THE CONTRACTOR

A. CONTRACTOR shall provide professional catering services as hereinafter provided and to properly plan and execute the work assigned.

B. Catering services consist of the work defined in the Scope of Work, attached hereto as Exhibit A and incorporated herein.

C. CONTRACTOR shall coordinate with the OWNER's designated representative(s) in documenting the terms and conditions, which will be applicable when the CONTRACTOR has been engaged by the CLIENT to perform catering services at the facility.

D. CONTRACTOR shall submit an annual financial statement.

E. Catering services provided by the CONTRACTOR shall be performed in accordance with generally accepted professional catering practice.

F. Catering services shall be provided between the hours of 7 A.M. -10 P.M. for preparation and 8 A.M. -12 A.M. for services for a function.

G. All food and beverage shall be expertly prepared and presented by individuals that have been food safety certified in a professional manner based on public facility industry standards. No one under the age of eighteen (18) years is allowed in the kitchen and/or concessions area.

H. CONTRACTOR shall obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center. Copies of all required licenses and permits shall be submitted to OWNER.

I. CONTRACTOR shall not commercially exploit by sale or otherwise any item or article which includes any reference to St. Charles Parish or the Edward A. Dufresne Community Center without prior written consent of the OWNER.

J. CONTRACTOR shall ensure that all employees serving alcohol and/or bartending possess a current and valid bartender's card known as a Responsible Vendor Card from the State of Louisiana on their person(s) at the time of service.

4. SERVICES OF THE OWNER/EDWARD A. DUFRESNE COMMUNITY CENTER

A. Provide full information as to the requirements and standards of services.

B. Guarantee access to and make all provisions for CONTRACTOR to enter the Edward A. Dufresne Community Center as required for performing the services based on predetermined scheduled times.

C. OWNER shall coordinate with CONTRACTOR in documenting the terms and conditions, which will be applicable when OWNER and CONTRACTOR have been engaged by the CLIENT.

D. OWNER shall maintain its kitchen inventory and equipment in proper working order, subject to general wear-n-tear.

E. OWNER shall maintain all kitchen safety equipment and inspections as regulated by Federal, State and Local guidelines.

F. OWNER shall have a dumpster on site at all times for disposing of items, with the exception of seafood remains which CONTRACTOR will dispose of off-site.

G. OWNER shall have a minimum of one employee present at the facility when CONTRACTOR is on-site.

H. OWNER will provide the following utilities: electricity, gas, water, and garbage pickup.

I. OWNER reserves the right to utilize a caterer outside of this Agreement without notifying the CONTRACTOR (i.e. Governmental Departments).

J. OWNER shall provide CONTRACTOR with a minimum of one day notice prior to the date of usage by OWNER.

5. COMPENSATION

A. Compensation for Catering Services

I. A yearly fee of $500.00 shall be collected at the signing of this Agreement and at the start of each renewal period from CONTRACTOR to allow their establishment to remain on the approved in-house caterer list and utilize the in-house equipment. If for reason(s) beyond the control of either party, i.e., Act of God, the contract is terminated, the yearly fee shall be pro-rated from the time of cancellation.

II. Commissions shall be paid by CONTRACTOR to OWNER of gross billings less sales tax.

- All Catered Functions 18%
- Drop-off, "Hosted" & "Cash" Bar Functions 15%
- Donated Goods & Services 17%

i. CONTRACTOR shall submit a statement of GROSS BILLINGS for catering services actually rendered for each catered function in the prior month to the OWNER and a check in the amount of the OWNER's commissions on or before the twentieth (20th) day of the each month. Statements should also include signed copies (by CLIENT and CONTRACTOR) of any subsequent charges or additional purchases not previously submitted.

B. All payments should be made payable to St. Charles Parish and mailed to the attention of Anedra Coleman at 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070 or dropped off during normal business hours, Monday-Friday 8:30 A.M.-4:00 P.M. on the effective date of this Agreement.

6. RECORDS

A. At any time during this Agreement and from time to time, the OWNER or its designated representative(s) may audit, with seventy-two (72) hours prior notice to CONTRACTOR, all accounting and financial records and procedures of CONTRACTOR and all funds and accounts governed by this Agreement. The audit will take place during normal business hours at 274 Judge Edward Dufresne Parkway in Luling or such place as the records shall be kept and maintained by the CONTRACTOR. Any discrepancies shall be noted, except in cases of theft, criminal conduct actionable fraud (as opposed to negligent misrepresentation) gross negligence, willful or wanton misconduct or (with respect to handling funds or financial obligations) CONTRACTOR shall have thirty (30) days within which to comply with proper procedures and reconcile all discrepancies. Failure of the OWNER to note any discrepancies with respect to CONTRACTOR'S accounting and financial procedures shall not relieve CONTRACTOR of its obligation to comply with the accounting requirements contained in this Agreement or with the provisions of this Agreement. If the audit determines that the computation of GROSS BILLINGS is understated by five percent or more, affecting the commissionable amount which shall be properly accounted for as GROSS BILLINGS to the OWNER, the CONTRACTOR shall bear the costs of the audit.

B. CONTRACTOR shall maintain pertinent records for duration of this Agreement or a greater amount of time, if required by law.

7. EQUIPMENT

A. CONTRACTOR shall be held responsible for any and all damages to the kitchen/storage areas and the equipment housed in those areas outside of general wear-and-tear. The yearly fee allows CONTRACTOR to utilize the in-house equipment as needed and the kitchen storage to house food, beverage and/or additional equipment required to perform catering services at the facility. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or storage areas at OWNER's discretion. OWNER acknowledges the exclusion of any and all food/beverages stored at the facility that is owned by CONTRACTOR. The CONTRACTOR selected by the client to provide catering services for their function will be allotted four hours directly following the completion of the said function to remove all items owned by the CONTRACTOR from the premises unless they have received prior written consent for an extended time frame from the OWNER.

B. OWNER is not responsible for theft of any of the CONTRACTOR's food, beverages, equipment, materials and/or supplies.

C. CONTRACTOR shall coordinate with and obtain approval from the OWNER prior to the installation of immovable or "hard wired" equipment.

8. TERMINATION

A. This Agreement is effective upon execution of this document and may be terminated by either party, at will, upon thirty (30) days written notice. CONTRACTOR shall remain responsible to OWNER for all obligations incurred by it prior to OWNER's receipt of such notice of termination.

B. The following may result in termination of this Agreement at the sole discretion of the OWNER:

I. A history of poor service, customer complaints, or uncooperative working relationship with the OWNER's staff.

II. Steering functions away from the facility.

III. Failure of the CONTRACTOR to comply with the commissions as stated herein.

IV. Critical citations resulting from inspections performed by the Louisiana Department of Health and Hospitals.

V. Failure of CONTRACTOR to obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center. **VI.** Other issues that cause the reputation of the facility to be harmed.

9. SUCCESSORS AND ASSIGNS

This Agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

10. INSURANCE

CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and its employees and the OWNER, from claims under Workmen's Compensation Acts (signed waiver of subrogation) 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 amount of ONE MILLION DOLLARS NO/100 ($1,000,000.00) per occurrence (no combined limit) and not less than TWO MILLION DOLLARS NO/100 ($2,000,000.00) for all injuries and/or deaths aggregated.

The insurance from property damage shall be in the amount of ONE MILLION DOLLARS NO/100 ($1,000,000.00) for each accident (no combined limit) and not less than TWO MILLION DOLLARS NO/100 ($2,000,000.00) aggregate. CONTRACTOR shall also secure and maintain at his expense general liability insurance in the sum of ONE MILLION AND NO/100 ($1,000,000.00). Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements. All certificates of insurance shall name the OWNER as an additional insured and shall be furnished to the OWNER within ten (10) days prior to the effective date of this Agreement and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. OWNER may examine the policies.

11. INDEMNIFICATION

CONTRACTOR shall conduct its activities upon the premises safely. CONTRACTOR agrees to defend, indemnify, save and hold harmless the OWNER, from and against any and all claims, demands, expenses and liabilities arising out of injury or death to any persons or damage, loss or destruction of property which may occur on or in any way grow out of any act or omission of CONTRACTOR. This indemnification shall apply to any employees. CONTRACTOR assumes full responsibility for the acts and conduct of all persons admitted to the premises by consent of CONTRACTOR and CONTRACTOR agrees to pay in full any damages/destruction of the facility or premises resulting from CONTRACTOR's use or occupancy thereof, or from persons participating, attending or working by this Agreement.

12. WARRANTY

CONTRACTOR warrants that he will perform the services with the degree of skill and to the standard of the care required of the catering services profession and to meet all Federal, State and Local requirements.

13. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACTOR hereby agrees to comply with all Federal, State and Local laws and Ordinances applicable to the work or services under this Agreement. If any dispute arises regarding this Agreement venue shall be in the 29th Judicial District Court, in and for the Parish of St. Charles, State of Louisiana.

If any portion of this Agreement is found invalid, it does not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

ATTEST:

Billy Raymond

St. Charles Parish

By: Matthew Jewell
Parish President

ATTEST:

ZoraChristina Catering, L.L.C.

By: Monique McGee-Duronslet
Founder/CEO

EXHIBIT A: SCOPE OF WORK

The Agreement is relating to providing food, beverage, and/or alcoholic beverage services by the CONTRACTOR for the functions that are to take place at the Edward A. Dufresne Community Center.

SCOPE OF WORK

1. CONTRACTOR shall promptly provide written notice to OWNER during normal business hours 8:30 A.M.-4:00 P.M. Monday-Friday upon execution of a contract to provide catering services at the facility.
2. CONTRACTOR will coordinate all work with the OWNER's designated representative(s).
3. CONTRACTOR has been deemed qualified and capable by OWNER to provide such food and beverage services for functions which do not exceed 100 guests authorized under separate rental agreements with third parties for use of the facility.
4. CONTRACTOR's Agreement with its CLIENT shall be for a prearranged guaranteed price. Cash sales for food, beverage, and/or alcoholic beverages by the CONTRACTOR, not included on the CLIENT'S original signed invoice are prohibited at the function without prior approval from OWNER's designated representative(s). CONTRACTOR shall provide OWNER with a detailed menu agreed upon between the CONTRACTOR and the CLIENT a minimum of two weeks prior to the function date. CONTRACTOR is responsible for providing materials for the CLIENT to remove leftover food immediately following a function.
5. If it becomes necessary for the CONTRACTOR to use a SUBCONTRACTOR, the OWNER urges CONTRACTOR to use St. Charles Parish or Louisiana vendors, including small and emerging businesses. In all functions, any SUBCONTRACTOR used by CONTRACTOR should be identified prior to a function date to OWNER's designated representative(s). SUBCONTRACTORS are bound by the terms of this Agreement. CONTRACTOR shall assume total responsibility for compliance.
6. CONTRACTOR shall employ, train and closely supervise all persons necessary to the operations of the business hereunder and shall hire qualified and experienced personnel to provide all services appropriate for the operations granted herein. All persons hired and employed by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all employment taxes. CONTRACTOR shall see that employees who serve and dispense alcoholic beverages shall be trained and educated as to alcohol abuse awareness and shall receive required State and Parish alcohol training and certification. CONTRACTOR'S employees shall be appropriately attired during all functions, including drop off functions. The OWNER shall have the right to require CONTRACTOR to permanently remove any of the CONTRACTOR's personnel if their performance and/or attire are deemed unsatisfactory by the OWNER's designated representative(s) or CONTRACTOR itself.
7. Use of the kitchen for preparation of food and/or beverage(s) for a function that is being held at another venue is strictly prohibited and may be cause for termination of this Agreement.
8. No grease will be drained into the facility's sanitary system as a result of food service operations.
9. CONTRACTOR is responsible for cleaning all areas used by CONTRACTOR immediately following a function. CONTRACTOR must complete the cleanup checklist and have it signed off on by the OWNER's designated representative(s) prior to leaving the premises. All of the CONTRACTOR's equipment may be neatly stored in the kitchen storage closet for the duration of the said function except when in use. CONTRACTOR is responsible for all trash generated in connection with a function to be disposed of in the dumpster immediately following the completion of a function. CONTRACTOR must replace appropriate garbage bags in all emptied trashcans with bags stored in the centers janitorial closet. All seafood refuge must be disposed off-site of the Edward A. Dufresne Community Center premises. Failure to keep the kitchen, concessions and assigned storage room clean and orderly will result in a billing of one-hundred fifty dollars ($150) minimum cleanup fee, plus any other necessary and reasonable costs, which the CONTRACTOR hereby agrees to pay on demand.
10. CONTRACTOR shall ensure that all equipment, materials and supplies for catered functions arrive with CONTRACTOR at setup time, which will be predetermined per function. All equipment and supplies not expressly stated to be provided by the facility shall be the sole responsibility of the CONTRACTOR. No deliveries will be received by the facility. CONTRACTOR will be solely responsible to move the CONTRACTOR's equipment and will not call on the facilities personnel for that purpose. Food, equipment, and supplies will be loaded and unloaded through the service drive entrance. Larger items will be required to enter through the overhead door in the gymnasium. If the CONTRACTOR would like food and beverage deliveries to come to the facility, they will be required to get prior approval from the OWNER's designated representative(s) and must be received by CONTRACTOR's personnel. OWNER is not responsible for food and beverage stored in the facilities kitchen and/or storage closet. Storage of items are permitted for the reserved time frame allotted to the CONTRACTOR preforming catering services for a function and no time prior or following, unless predetermined by the OWNER.
11. The CONTRACTOR must provide and store a minimum of two temperature gauges adequate for food preparation at the facility whenever preforming catering services at the center. In addition, the CONTRACTOR must provide literature, hand soap, paper products, test strips and chemicals required for food safety and these items must be properly hung, labeled and stored at all times in the kitchen.

2023-0085

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

ORDINANCE NO. 23-4-10

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. Dufresne Community Center.

WHEREAS, Professional Catering Services are needed in order for the Parish to accommodate rental functions at said facility; and,

WHEREAS, Messina's Concessions, Inc., meets all necessary qualifications; and,

WHEREAS, it is the desire of the Parish and Messina's Concessions, Inc., to enter into an Agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between St. Charles Parish and Messina's Concessions, Inc., to provide Professional Catering Services at the Edward A. Dufresne Community Center is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Lapostato
DLVD/PARISH PRESIDENT: April 25, 2023
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: April 25, 2023
AT: 2:54 pm RECD BY:

PROFESSIONAL CATERING SERVICES AGREEMENT

EDWARD A. DUFRESNE COMMUNITY CENTER

This Agreement made by and between St. Charles Parish, located at 15045 River Road, Hahnville, Louisiana 70057, herein represented by Matthew Jewell, hereinafter referred to as OWNER and Messina's Concessions, Inc. located at 2717 Williams Blvd., Kenner, Louisiana 70065, herein represented by George Messina, President, duly authorized by Resolution attached hereto and made a part hereof, hereinafter referred to as the CONTRACTOR.

The OWNER does enter into this Agreement for the engagement of professional catering services at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, on the following terms and conditions:

1. DEFINITIONS

A. CATERING
The serving of food and beverages at functions at the Edward A. Dufresne Community Center.

B. GROSS BILLINGS
The total costs billed by the CONTRACTOR to its CLIENTS and includes food and beverages (alcoholic and non-alcoholic content) and other costs and gratuities, but does not include sales tax.

c. DONATED GOODS AND SERVICES
Any food and beverage (alcoholic and non-alcoholic) provided by the CONTRACTOR to its CLIENTS at the Edward A. Dufresne Community Center as a donation of any sort.

D. SUBCONTRACTOR
A professional company that has the expertise to provide food and beverage services of such specifications and presentation that the CONTRACTOR does not possess.

E. CLIENT
A person and/or persons or entity who leases the Edward A. Dufresne Community Center.

F. GOVERNMENTAL DEPARTMENTS
Those Departments that report directly to the Parish President.

2. GENERAL

A. The effective date of this Agreement shall be from May 1, 2023 thru May 1 , 2024. This Agreement may be extended for two additional one-year periods at the option of the Parish President. This can be executed with extension letters sent to the CONTRACTOR.

B. All terms and provisions contained in the "Operations Manual" as specified for the Edward A. Dufresne Community Center are applicable to this Agreement. CONTRACTOR acknowledges receipt of the Operations Manual and agrees to abide by its terms or any modifications thereto. OWNER shall impose any reasonable additional policies, procedures and regulations which may be necessary for the overall interest of the facility.

C. This Agreement is non-exclusive. CONTRACTOR shall abide by any and all arrangements made by the OWNER with a Governmental Department.

3. SERVICES OF THE CONTRACTOR

A. CONTRACTOR shall provide professional catering services as hereinafter provided and to properly plan and execute the work assigned.

B. Catering services consist of the work defined in the Scope of Work, attached hereto as Exhibit A and incorporated herein.

C. CONTRACTOR shall coordinate with the OWNER's designated representative(s) in documenting the terms and conditions, which will be applicable when the CONTRACTOR has been engaged by the CLIENT to perform catering services at the facility.

D. CONTRACTOR shall submit an annual financial statement.

E. Catering services provided by the CONTRACTOR shall be performed in accordance with generally accepted professional catering practice.

F. Catering services shall be provided between the hours of 7 A.M. -10 P.M. for preparation and 8 A.M. -12 A.M. for services for a function.

G. All food and beverage shall be expertly prepared and presented by individuals that have been food safety certified in a professional manner based on public facility industry standards. No one under the age of eighteen (18) years is allowed in the kitchen and/or concessions area.

H. CONTRACTOR shall obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center. Copies of all required licenses and permits shall be submitted to OWNER.

I. CONTRACTOR shall not commercially exploit by sale or otherwise any item or article which includes any reference to Ste Charles Parish or the Edward A. Dufresne Community Center without prior written consent of the OWNER.

J. CONTRACTOR shall ensure that all employees serving alcohol and/or bartending possess a current and valid bartender's card known as a Responsible Vendor Card from the State of Louisiana on their person(s) at the time of service.

4. SERVICES OF THE OWNER/EDWARD A. DUFRESNE COMMUNITY CENTER

A. Provide full information as to the requirements and standards of services.

B. Guarantee access to and make all provisions for CONTRACTOR to enter the Edward A. Dufresne Community Center as required for performing the services based on predetermined scheduled times.

C. OWNER shall coordinate with CONTRACTOR in documenting the terms and conditions, which will be applicable when OWNER and CONTRACTOR have been engaged by the CLIENT.

D. OWNER shall maintain its kitchen inventory and equipment in proper working order, subject to general wear-n-tear.

E. OWNER shall maintain all kitchen safety equipment and inspections as regulated by Federal, State and Local guidelines.

F. OWNER shall have a dumpster on site at all times for disposing of items, with the exception of seafood remains which CONTRACTOR will dispose of off-site.

G. OWNER shall have a minimum of one employee present at the facility when CONTRACTOR is on-site.

H. OWNER will provide the following utilities: electricity, gas, water, and garbage pickup.

I. OWNER reserves the right to utilize a caterer outside of this Agreement without notifying the CONTRACTOR (i.e. Governmental Departments).

I. OWNER shall provide CONTRACTOR with a minimum of one day notice prior to the date of usage by OWNER.

5. COMPENSATION

A. Compensation for Catering Services

I. A yearly fee of $1,000.00 shall be collected at the signing of this Agreement and at the start of each renewal period from CONTRACTOR to allow their establishment to remain on the approved in-house caterer list and utilize the in-house equipment. If for reason(s) beyond the control of either party, i.e., Act of God, the contract is terminated, the yearly fee shall be pro-rated from the time of cancellation.

II. Commissions shall be paid by CONTRACTOR to OWNER of gross billings less sales tax.

- All Catered Functions 18%
- Drop-off, "Hosted" & "Cash" Bar Functions 15%
- Donated Goods & Services 17%

1. CONTRACTOR shall submit a statement of GROSS BILLINGS for catering services actually rendered for each catered function in the prior month to the OWNER and a check in the amount of the OWNER's commissions on or before the twentieth (20th) day of the each month. Statements should also include signed copies (by CLIENT and CONTRACTOR) of any subsequent charges or additional purchases not previously submitted.

B. All payments should be made payable to St. Charles Parish and mailed to the attention of Anedra Coleman at 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070 or dropped off during normal business hours, Monday-Friday 8:30 A.M.-4:00 P.M. on the effective date of this Agreement.

6. RECORDS

A. At any time during this Agreement and from time to time, the OWNER or its designated

representative(s) may audit, with seventy-two (72) hours prior notice to CONTRACTOR, all accounting and financial records and procedures of CONTRACTOR and all funds and accounts governed by this Agreement. The audit will take place during normal business hours at 274 Judge Edward Dufresne Parkway in Luting or such place as the records shall be kept and maintained by the CONTRACTOR. Any discrepancies shall be noted, except in cases of theft, criminal conduct actionable fraud (as opposed to negligent misrepresentation) gross negligence, willful or wanton misconduct or (with respect to handling funds or financial obligations) CONTRACTOR shall have thirty (30) days within which to comply with proper procedures and reconcile all discrepancies. Failure of the OWNER to note any discrepancies with respect to CONTRACTOR'S accounting and financial procedures shall not relieve CONTRACTOR of its obligation to comply with the accounting requirements contained in this Agreement or with the provisions of this Agreement. If the audit determines that the computation of GROSS BILLINGS is understated by five percent or more, affecting the commissionable amount which shall be properly accounted for as GROSS BILLINGS to the OWNER, the CONTRACTOR shall bear the costs of the audit.

B. CONTRACTOR shall maintain pertinent records for duration of this Agreement or a greater amount of time, if required by law.

7. **EQUIPMENT**

A. CONTRACTOR shall be held responsible for any and all damages to the kitchen/storage areas and the equipment housed in those areas outside of general wear-and-tear. The yearly fee allows CONTRACTOR to utilize the in-house equipment as needed and the kitchen storage to house food, beverage and/or additional equipment required to perform catering services at the facility. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or storage areas at OWNER's discretion. OWNER acknowledges the exclusion of any and all food/beverages stored at the facility that is owned by CONTRACTOR. The CONTRACTOR selected by the client to provide catering services for their function will be allotted four hours directly following the completion of the said function to remove .all items owned by the CONTRACTOR from the premises, unless they have received prior written consent for an extended time frame from the OWNER.

B. OWNER is not responsible for theft of any of the CONTRACTOR's food, beverages, equipment, materials and/or supplies.

C. CONTRACTOR shall coordinate with and obtain approval from the OWNER prior to the installation of immovable or "hard wired" equipment.

8. **TERMINATION**

A. This Agreement is effective upon execution of this document and may be terminated by either party, at will, upon thirty (30) days written notice. CONTRACTOR shall remain responsible to OWNER for all obligations incurred by it prior to OWNER's receipt of such notice of termination.

B. The following may result in termination of this Agreement at the sole discretion of the OWNER:

I. A history of poor service, customer complaints, or uncooperative working relationship with the OWNER's staff.

II. Steering functions away from the facility.

III. Failure of the CONTRACTOR to comply with the commissions as stated herein.

IV. Critical citations resulting from inspections performed by the Louisiana Department of Health and Hospitals.

V. Failure of CONTRACTOR to obtain and maintain alt licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center.

VI. VI. Other issues that cause the reputation of the facility to be harmed.

9. **SUCCESSORS AND ASSIGNS**

This Agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

10. **INSURANCE**

CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and its employees and the OWNER, from claims under Workmen's Compensation Acts (signed waiver of subrogation) 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 amount of ONE MILLION DOLLARS NO/ 100 ($1,000,000.00) per occurrence (no combined limit) and not less than TWO MILLION DOLLARS NO/ 100 ($2,000,000.00) for all injuries and/or deaths aggregated.

The insurance from property damage shall be in the amount of ONE MILLION DOLLARS NO/ 1 00 ($1,000,000.00) for each accident (no combined limit) and not less than TWO MILLION DOLLARS NO/ 100 (2,000,000.00) aggregate. CONTRACTOR shall also secure and maintain at his expense general liability insurance in the sum of ONE MILLION AND NO/ 100 ($1,000,000.00) Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements. All certificates of insurance shall name the OWNER as an additional insured and shall be furnished to the OWNER within ten (10) days prior to the effective date of this Agreement, and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. OWNER may examine the policies.

11. **INDEMNIFICATION**

CONTRACTOR shall conduct its activities upon the premises safely. CONTRACTOR agrees to defend, indemnify, save and hold harmless the OWNER, from and against any and all claims, demands, expenses and liabilities arising out of injury or death to any persons or damage, loss or destruction of property which may occur on or in any way grow out of any act or omission of CONTRACTOR. This indemnification shall apply to any employees. CONTRACTOR assumes full responsibility for the acts and conduct of all persons admitted to the premises by consent of CONTRACTOR and CONTRACTOR agrees to pay in full any damages/destruction of the facility or premises resulting from CONTRACTOR's use or occupancy thereof, or from persons participating, attending or working by this Agreement.

12. **WARRANTY**

CONTRACTOR warrants that he will perform the services with the degree of skill and to the standard of the care required of the catering services profession and to meet all Federal, State and Local requirements.

13. **COMPLIANCE WITH LAWS AND ORDINANCES**

CONTRACTOR hereby agrees to comply with all Federal, State and Local laws and Ordinances applicable to the work or services under this Agreement. If any dispute arises regarding this Agreement venue shall be in the 29 th Judicial District Court, in and for the Parish of St. Charles, State of Louisiana.

If any portion of this Agreement is found invalid, it does not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

ATTEST: Jennifer Cuep

Billy Raymond

St. Charles Parish

Matt Jewell

By: Matthew Jewell
Parish President

ATTEST:

____

____

Messina's Concessions, Inc.

____

By: George Messina
President

EXHIBIT A: SCOPE OF WORK

The Agreement is relating to providing food, beverage, and/or alcoholic beverage services by the CONTRACTOR for the functions that are to take place at the Edward A. Dufresne Community Center.

SCOPE OF WORK

1. CONTRACTOR shall promptly provide written notice to OWNER during normal business hours 8:30 A.M.-4:00 P.M. Monday-Friday upon execution of a contract to provide catering services at the facility.
2. CONTRACTOR will coordinate all work with the OWNER's designated representative (s).
3. CONTRACTOR has been deemed qualified and capable by OWNER to provide such food and beverage services for functions authorized under separate rental agreements with third parties for use of the facility.
4. CONTRACTOR's Agreement with its CLIENT shall be for a prearranged guaranteed price. Cash sales for food, beverage, and/or alcoholic beverages by the CONTRACTOR, not included on the CLIENT'S original signed invoice are prohibited at the function without prior approval from OWNER's designated representative(s). CONTRACTOR shall provide OWNER with a detailed menu agreed upon between the CONTRACTOR and the CLIENT a minimum of two weeks prior to the function date. CONTRACTOR is responsible for providing materials for the CLIENT to remove leftover food immediately following a function.
5. If it becomes necessary for the CONTRACTOR to use a SUBCONTRACTOR, the OWNER urges CONTRACTOR to use St. Charles Parish or Louisiana vendors, including small and emerging businesses. In all functions, any SUBCONTRACTOR used by CONTRACTOR should be identified prior to a function date to OWNER's designated representative(s). SUBCONTRACTORS are bound by the terms of this Agreement. CONTRACTOR shall assume total responsibility for compliance.
6. CONTRACTOR shall employ, train and closely supervise all persons necessary to the operations of the business hereunder and shall hire qualified and experienced personnel to provide all services appropriate for the operations granted herein. All persons hired and employed by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all employment taxes. CONTRACTOR shall see that employees who serve and dispense alcoholic beverages shall be trained and educated as to alcohol abuse awareness and shall receive required State and Parish alcohol training and certification. CONTRACTOR'S employees shall be appropriately attired during all functions, including drop off functions. The OWNER shall have the right to require CONTRACTOR to permanently remove any of the CONTRACTOR's personnel if their performance and/or attire are deemed unsatisfactory by the OWNER's designated representative(s) or CONTRACTOR itself.
7. Use of the kitchen for preparation of food and/or beverage(s) for a function that is being held at another venue is strictly prohibited and may be cause for termination of this Agreement.
8. No grease will be drained into the facility's sanitary system as a result of food service operations.
9. CONTRACTOR is responsible for cleaning all areas used by CONTRACTOR immediately following a function. CONTRACTOR must complete the cleanup checklist and have it signed off on by the OWNER's designated representative(s) prior to leaving the premises. All of the CONTRACTOR's equipment may be neatly stored in the kitchen storage closet for the duration of the said function except when in use. CONTRACTOR is responsible for all trash generated in connection with a function to be disposed of in the dumpster immediately following the completion of a function. CONTRACTOR must replace appropriate garbage bags in all emptied trashcans with bags stored in the centers janitorial closet. All seafood refuge must be disposed off-site of the Edward A. Dufresne Community Center premises. Failure to keep the kitchen, concessions and assigned storage room clean and orderly will result in a billing of one-hundred fifty dollars ($150) minimum cleanup fee, plus any other necessary and reasonable costs, which the CONTRACTOR hereby agrees to pay on demand.
10. CONTRACTOR shall ensure that all equipment, materials and supplies for catered functions arrive with CONTRACTOR at setup time, which will be predetermined per function, All equipment and supplies not expressly stated to be provided by the facility shall be the sole responsibility of the CONTRACTOR. No deliveries will be received by the facility. CONTRACTOR will be solely responsible to move the CONTRACTOR's equipment and will not call on the facilities personnel for that purpose. Food, equipment and supplies will be loaded and unloaded through the service drive entrance. Larger items will be required to enter through the overhead door in the gymnasium. If the CONTRACTOR would like food and beverage deliveries to come to the facility, they will be required to get prior approval from the OWNER's designated representative(s) and must be received by CONTRACTOR's personnel. OWNER is not responsible for food and beverage stored in the facilities kitchen and/or storage closet. Storage of items are permitted for the reserved time frame allotted to the CONTRACTOR preforming catering services for a function and no time prior or following, unless predetermined by the OWNER.
11. The CONTRACTOR must provide and store a minimum of two temperature gauges adequate for food preparation at the facility whenever preforming catering services at the center. In addition, the CONTRACTOR must provide literature, hand soap, paper products, test strips and chemicals required for food safety and these items must be property hung, labeled and stored at all times in the kitchen.

2023-0087

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

ORDINANCE NO. 23-4-11

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.

WHEREAS, the community of Montz, St. Charles Parish, Louisiana has a history of drainage problems; and,

WHEREAS, hydrology and engineering analyses were completed in the Montz watershed area, which produced recommendations to improve the drainage in said area by constructing pump stations, cleaning canals, modifying, and constructing additional drainage ditches, and berms; and,

WHEREAS, it is necessary for St. Charles Parish to acquire the identified real estate interest from landowners in order for St. Charles Parish to construct, operate, and maintain Montz Pump Station No. 1 to protect the property owners in the Montz community; and,

WHEREAS, properties are more particularly described on the drawing by GIS Engineering, LLC, dated December 2, 2022, attached hereto and made a part hereof; and,

WHEREAS, the fair market value of the required real estate interest that needs to be acquired, as established by a licensed MAI appraiser, is $3,291.75.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the purchase and/or expropriation of a 0.174 acre servitude designated as Parcel A-3 and a 1.156 acre servitude designated as Parcel A-4 is hereby approved and accepted in the not to exceed value of $3,291.75.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase and/or expropriation on behalf of St. Charles Parish.

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted the 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings

SECRETARY: Michelle Impastato

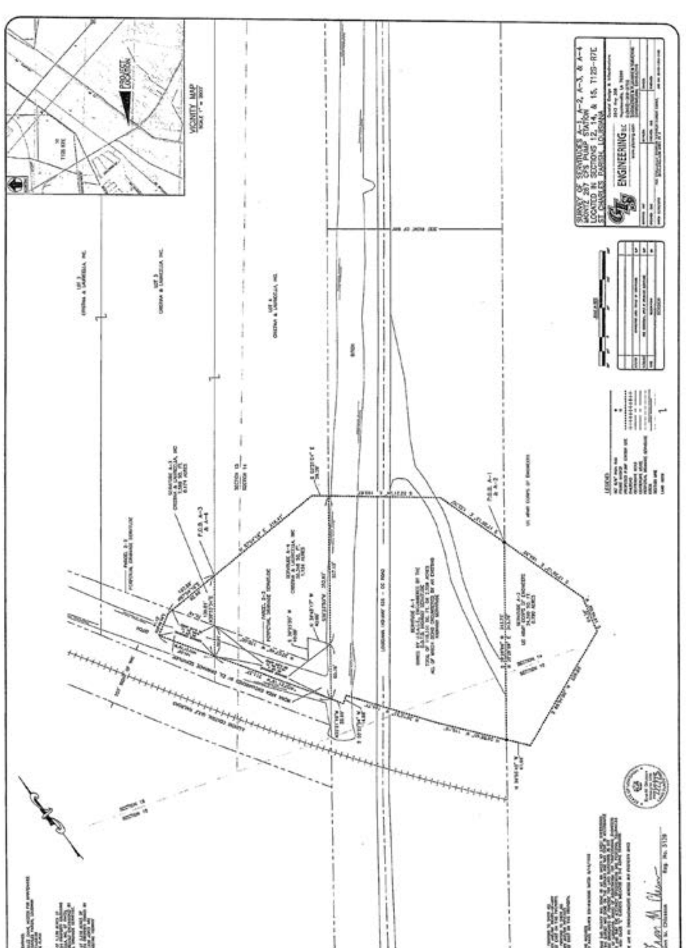
DLVD/PARISH PRESIDENT: April 25, 2023

APPROVED: ✓ DISAPPROVED: _______

PARISH PRESIDENT: Matt Jewell

RETD/SECRETARY: April 25, 2023

AT: 2:54pm RECD BY: _______



2023-0088

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

ORDINANCE NO. 23-4-12

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.

WHEREAS, the Parish desires to implement development standards through the commercial corridor of US Highway 90 between I-310 and Willowdale Boulevard to improve the aesthetics and orderly development of the area; and,

WHEREAS, the recent update to the St. Charles 2030 Comprehensive Land Use Plan identifies numerous implementation policies that would directly be addressed through the pursuit of such development standards; and,

WHEREAS, a consultant-selection process was completed that included a Request for Proposals which were reviewed by a Selection Committee; and,

WHEREAS, N-Y Associates, Inc., was chosen via RFP in the selection process and has agreed to contract with St. Charles Parish to perform professional services as defined by the agreement, which 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 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 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: April 25, 2023
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: April 25, 2023
AT: 2:54 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 N-Y ASSOCIATES, 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 HIGHWAY 90 OVERLAY ZONE as described in Ordinance No. 23-4-12 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:

HIGHWAY 90 OVERLAY ZONE

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

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

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

3.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

4.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

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

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

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

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

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

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

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

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

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.
If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

12.0 INSURANCE

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

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

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

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

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

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

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

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

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

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

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

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with 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:

Jennifer Cusp

Billy Raymond

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

4-25-23
Date:

WITNESSES:

N-Y ASSOCIATES, INC.

By: Michael F. Nicoladis
Senior Vice President

Date:

ATTACHMENT "A"
PROJECT SCOPE

HIGHWAY 90 OVERLAY ZONE

The Scope of Work is as follows:

Establishment of an overlay zone, development standards, and capital improvement recommendations for an approximately four (4) mile portion of U.S. Highway 90 spanning through Boutte and Luling. The zone, standards and overall recommendations will aim to guide future development and beautification of this segment of the roadway, including but not limited to, building and landscaping design, and pedestrian and vehicle safety through improved access and traffic circulation.

PART 1 – BASIC SERVICES

A. TASK 1 – KICK-OFF MEETING

Upon written authorization from OWNER, CONSULTANT shall:

a. Schedule and attend a Kick-Off meeting with the OWNER and project team within 10 business days of receiving a Notice to Proceed. The CONSULTANT shall provide the meeting agenda, miscellaneous handouts, and project schedule. Agenda items shall include review points and durations, time-frame assumptions built into the project schedule, invoicing procedures, progress reporting, and plans for early coordination of stakeholder and public involvement.

B. TASK 2 – EXISTING DATA REVIEW

Upon delivery and approval of Kick-Off meeting minutes to OWNER, CONSULTANT shall:

a. Review the following documents and data to familiarize themselves with the OWNER's current regulations, previous efforts, and the history of the planning area:

1. St. Charles Parish Code of Ordinances and Zoning Map
2. St. Charles Parish 2030 Comprehensive Plan Update
3. Development history along US 90 corridor
4. Past, ongoing and planned public works items along the corridor (including drainage maps)

C. TASK 3 – COORDINATION AND OUTREACH

Upon completion of Task 2 – Existing Data Review, CONSULTANT shall:

a. Conduct meetings with the OWNER, varying from administration, staff, and stakeholders. Stakeholders will be identified and invited by the OWNER, and may include citizens, business owners along US 90, civic leaders from the study area, and a representative from the local LADOTD District. The CONSULTANT shall document each meeting with minutes.

Four (4) such meeting are envisioned:

1. After completion of Task 2 and during the middle of Tasks 4, 5 and 6 (collection and compiling of data, and analysis)
2. After completion of Tasks 4 and 5 and near the end of Task 6 (to review preliminary recommendations for zoning and capital improvements)
3. Prior to the first Public Meeting (to go over data and presentation)
4. After submittal of initial draft submittal of recommendations and summary report, and the 2nd Public meeting.

b. Conduct two (2) open-house Public Informational meetings, the first after completion of Task 6 (preliminary recommendations), and the second prior to the submittal of the initial draft submittal of recommendations and summary report. The public meetings are anticipated to cover the following topics:

1. Awareness, briefing, and feedback;
2. Findings and recommendations; and
3. Strategy and policy changes and ordinance language.

c. Prepare for and conduct the public meetings at a location provided by (or arranged by) the OWNER.

1. All public meeting materials, text, and graphics will be provided to the OWNER for their review and approval prior to the meeting.
2. The Public Meetings may be open house or other format with methods for presenting the findings and recommendations, and collecting public comment.
3. The CONSULTANT will deliver public meeting summaries to include a list of meeting attendees, a summary of feedback received, and copies of information and graphics discussed and presented.

d. Attend and present recommendations for adoption at the Parish Planning Commission Meeting and Parish Council Meetings (which by law are also public hearings).

D. TASK 4 – COLLECT AND ANALYZE LAND USE AND ZONING DATA

Upon written authorization from OWNER, CONSULTANT shall:

a. Conduct a land use and zoning survey of the US 90 corridor study area (I-310 to Willowdale Blvd.). CONSULTANT shall compare existing and proposed land use to existing and proposed zoning to determine conforming and nonconforming uses and other findings that inform recommendations for amendments to the Comprehensive Plan, zoning, and future land use.

b. Prepare and submit as a deliverable, a map of the surveyed properties and a qualitative land use and zoning analysis.

E. TASK 5 – COLLECT AND SIGN AND LANDSCAPING DATA

Upon written authorization from OWNER, CONSULTANT shall:

a. Identify US 90 signage issues, such as sign clutter related to number and size of business signs and illegal signs, and determine best practices that could be implemented, including sign amortization to improve the aesthetics of US Hwy 90 within the study area.

b. Collect field data, but where field data is impractical to collect and with agreement from the OWNER, may collect or produce primary source data from OWNER permit and site plan records.

F. TASK 6 – ANALYZE THE RELATIONSHIPS BETWEEN LAND USE, ZONING AND TRANSPORTATION, INCLUDING PLANNED/POSSIBLE CAPITAL IMPROVEMENTS

Upon written authorization from OWNER, CONSULTANT shall:

a. Analyze the relationships between land use, zoning, and transportation, including any planned/possible improvements within US Hwy 90 corridor, and best practices for creating a more aesthetically pleasing "town center" along the US Hwy 90 corridor, and providing a LADOTD-defined *complete street* for use by pedestrians and bicyclists in addition to automobiles.

b. Develop preliminary recommendations for zoning and future land use amendments and plan revisions with an emphasis on land use and zoning (including use, size/scale, building height, signage, parling location within parcels, setbacks, landscaping, demarcation between the roadway and roadside development, and access management). The anticipated recommendation is expected to be a commercial overlay district (including development/design standards) for the corridor, including text and maps.

c. Examine and discuss preliminary recommendations for planned/possible capital improvements within the US Hwy 90 corridor, including complete streets, access management (both median AND curbside), street lighting, and drainage improvements. These capital improvements may also involve further coordination with LADOTD and if possible, representative of the adjacent UP/BNSF Railroad. After analysis, and coordination, CONSULTANT will utilities existing LIDAR, topographic maps and other readily available data (including data provided by the OWNER) to develop conceptual plans for identified improvements. CONSULTANT shall also develop a conceptual opinion of probable cost for the suggested capital improvements.

d. Prepare and submit a summary report document of preliminary written and graphic recommendations as a deliverable.

G. TASK 7 – PROVIDE RECOMMENDATIONS IN A FINAL REPORT DOCUMENT

Upon written authorization from OWNER, CONSULTANT shall:

a. Prepare an initial draft comprehensive report, which will be a document chronicling the process (stakeholder and public input and review) and include a compilation of all Work completed. The report shall include the overlay district text and maps as the primary appendix. CONSULTANT will prepare twenty (20) printed copies of this draft as well as digital copies in .pdf format.

b. Upon review and comments from OWNER (Parish officials and Parish staff), and stakeholders, CONSULTANT will revise the report and submit a final report document. CONSULTANT will prepare twenty (20) printed copies of this final report as well as digital copies in .pdf format.

ATTACHMENT "B"
PROJECT SCHEDULE

HIGHWAY 90 OVERLAY ZONE

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

	Number of Days to Complete
Task 1 – Kick Off Meeting	30
Task 2 – Existing Data Review	60
Task 3 – Coordination and Outreach	Ongoing throughout duration
Task 4 – Collect and Analyze Land Use and Zoning Data	30
Task 5 – Collect and Analyze Sign and Landscaping Data	30

Task 6 – Analyze the Relationships Between Land Use, Zoning and Transportation, Including Planned/Possible Capital Improvements 90

Task 7 – Provide Recommendations in a Final Report Document 60

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 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

HIGHWAY 90 OVERLAY ZONE

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

a. The total compensation for tasks as described in Attachment A is estimated to be $149,320.00 based on the following estimated distribution of compensation:

1. Task 1 – Kick Off Meeting $3,420.00
2. Task 2 – Existing Data Review $12,710.00
3. Task 3 – Coordination and Outreach $28,700.00
4. Task 4 – Collect and Analyze Land Use and Zoning Data $9,200.00
5. Task 5 – Collect and Analyze Sign and Landscaping Data $7,400.00
6. Task 6 – Analyze the Relationships Between Land Use, Zoning, and Transportation, Including Planned/Possible Capital Improvements $76,980.00
7. Task 7 – Provide Recommendations in a Final Report $10,910.00

b. CONSULTANT may bill for direct expenses such as travel/mileage and necessary printouts for meetings at a not-to-exceed amount of $1,000.00.

c. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual tasks of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

d. 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, plus CONSULTANT's SUBCONSULTANT's charges.

e. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.

f. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

Attachment C-1

N-Y ASSOCIATES, INC.
ENGINEERS • ARCHITECTS • PLANNERS
PROGRAM & PROJECT MANAGERS

FRANK NICOLADIS, P.E.	PRESIDENT
MICHAEL F. NICOLADIS, E.I.	SENIOR VICE PRESIDENT
CONSTANTINE F. NICOLADIS, P.E.	VICE PRESIDENT
JAMES E. SIMMONS, P.E.	VICE PRESIDENT
MICHAEL G. BUISSON, JR., ARCHITECT, AIA	VICE PRESIDENT
BRUCE J. RICHARDS, AICP, PTP	VICE PRESIDENT
CHAD C. LEINGANG, CPA	ASSISTANT VICE PRESIDENT
CHERIE B. STIVERS, SMPS	ASSISTANT VICE PRESIDENT

RATE SCHEDULE: **N-Y Associates, Inc.**

St. Charles Parish, LA

Principal:	$350 / hr.
Senior / Lead Planner / Project Manager:	$185 / hr.
Senior Architect / Project Manager:	$240 / hr.
Senior Civil / Structural Engineer / Project Manager:	$275 / hr.
Senior Transportation Engineer (sub):	$220 / hr.
Project Architect:	$135 / hr.
Senior Planner:	$150 / hr.
Civil Engineer:	$175 / hr.
Structural Engineer:	$185 / hr.
Traffic Engineer (sub):	$155 / hr.
Engineer Intern:	$135 / hr.
Senior Engineering Designer:	$165 / hr.
Engineering CADD / Technician:	$110 / hr.
Construction – Inspector (non-professional):	$85 / hr.
Admin / Clerical:	$65 / hr.

2023-0103
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
RESOLUTION NO. 6691

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.

WHEREAS, the St. Charles Parish Code of Ordinances, Chapter 3, Article I, Section 3 - 1(a)(1) allows the St. Charles Parish Council to waive the 500' distance requirement to not less than 300' between protected uses and restaurants applying for a Class A -"R" alcohol license; and,

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

WHEREAS, the operator of Boudreaux's River Road Restaurant has submitted the required documentation for the Parish Council to consider the waiver request.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby waive the required 500' distance to no less than 300' from Boudreaux's River Road Restaurant, located at 11760 River Road, St. Rose, to the protected use: Mount Zion Baptist Church located at 100 Second Street, St. Rose.

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

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

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

And the resolution was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: April 25, 2023
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: April 25, 2023
AT: 2:54 pm RECD BY:

2023-0074

RESOLUTION NO. 6692

A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District V Representative.

WHEREAS, there exists a vacancy on the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION** due to the expiration of the term of Mr. Ryant Price on May 31, 2023; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, that Mr. Ryant D. Price 101 Rue Sydney, St. Rose, LA 70087 is hereby appointed to the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION** as the District V Representative.

BE IT FURTHER RESOLVED that said appointment shall be effective **MAY 31, 2023** and shall expire **MAY 31, 2027**.

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

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

And the resolution was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

APPOINT P & Z. 5

CHAIRMAN: Beth Billings
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: April 25, 2023
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: April 25, 2023
AT: 2:54 pm RECD BY:

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: May 4, 2023

Public Notice

29th JUDICIAL DISTRICT COURT

PARISH OF ST. CHARLES

STATE OF LOUISIANA

DOCKET NO. 92046 DIVISION "___"

GERALD B. PARKER, SR.

VERSUS

MICHAEL VERRETT, ET AL

DIV. D
JUDGE
M. LAUREN LEMMON

2023 APR 13 PM 12:01

FILED: _____ DY. CLERK: _____

NOTICE

Notice is Given to:

MICHAEL VERRETT, ANRIANTAE HAMPTON, ENTRE' HAMPTON, DEMETRIA H. BRYANT, CRAIG HAMPTON, JERMONE HAMPTON, VANESSA HAMPTON, ASHLEY VERRETT, WARREN VERRETT, JR., RON MUSE, RONRICO MUSE, SHAWANE MUSE, BRYAN ROBERTSON, JERMAINE PARKER, JENELLE PARKER, ALVIN PARKER, JR., TORNEZ PARKER, ALPHONSE PARKER, COURTNEY PARKER, CORNELIUS PARKDER, JASMINE PARKER, SHIRLEY MAE PARKER, AIDA MARCHAND, CLYDE MARCHAND, III, CHARLOTTE ADAMS, JOYCE ADAMS, LINDA ADAMS JOSEPH, PHILIP ADAMS, JR., DELORIS ADAMS BIBS, LOIS ADAMS, CAROL MAE ADAMS THOMAS,

their heirs, successors, or assigns, as the absent defendants in the proceeding entitled "Gerald B. Parker, Sr. versus Matthew Verrett, et al, No. 92046 of the docket of the 29th Judicial District Court for the Parish of St. Charles, State of Louisiana, located at 13919 and 15045 River Road, Luling, LA, 70070, that Petitioner Gerald B. Parker, Sr. in this proceeding instituted on the 13th day of April, 2023, is seeking to have the property described below partitioned by private sale to Gerald B. Parker, Sr. for $20,000.00 cash, applied proportionately to each owner's undivided interest, subject to satisfaction of his reimbursement claim, and that the absent defendants have fifteen (15) days from the date of the publication of this notice, to answer the Petitioner's petition.

The property sought to be partitioned by private sale in the proceeding mentioned above is situated in this parish, and is described as follows:

A CERTAIN LOT OR PORTION OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles on the right descending bank of the Mississippi River, in what is known as "ADDITION TO MOSELLA SUBDIVISION." According to a plan of the said "ADDITION TO MOSELLA SUBDIVISION" made by E. M. Collier, dated June 1, 1942, on file in the office of the clerk of court of the Parish of St. Charles, said lot or portion of ground herein conveyed is designated by the number seven (7) and has a width or front of One Hundred (100') feet on the Old Highway formerly designated as the Old Spanish Trail, Hwy. 90, by a depth along the line of Lot Six (6) of two hundred and fifty (250') feet, and a depth along the line of Lot Number Eight (8) of two hundred and seventy (270') feet, all as more fully shown on the plan of E. M. Collier to which reference has been made.

Brandie Ame
DEPUTY CLERK

SWORN TO AND SUBSCRIBED BEFORE ME THIS 26 DAY OF April, 2023.

Madelyn Fontenot
NOTARY PUBLIC
Printed Name: Madelyn Fontenot
Notary No.: 189319 exp 6/30/24

Publish: May 4, 2023

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