

ST. CHARLES PARISH PUBLIC NOTICES



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La Sandra Darensbourg
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Public Notice



REQUEST FOR QUALIFICATIONS
Construction Management at Risk (CMAR) Contractor for
St. Charles Parish
Engineers Canal Pump Station Improvements
Project P220206

Notice is hereby given that St. Charles Parish (SCP) is requesting statements of qualifications for a Construction Management at Risk (CMAR) contractor to perform pre-construction services for the Engineers Canal Pump Station Improvements Project, Parish Project Number P220206. All Request for Qualifications (RFQ) documents will be available on SCP's website at <https://www.stcharlesparish.gov/government/component-pages/bids-and-proposals>, as well as Central Bidding's website, on Thursday, October 5, 2023.

Proposals must be submitted in writing, no later than 4:00 PM (CDT), on Monday, October 30, 2023, to be considered. Respondents shall follow the instructions given in this Request for Qualifications (RFQ) in order to respond with a valid proposal for evaluation by SCP's Evaluation Committee. Proposals will only be accepted via hand delivery at the St. Charles Parish Department of Public Works located at 100 River Oaks Drive, Destrehan LA 70047. No proposal will be accepted electronically.

All inquiries shall be directed to the Public Works Department at aford@stcharlesgov.net, copying mbingham@stcharlesgov.net and csailor@stcharlesgov.net, by Thursday, October 19, 2023 at 4:00PM (CDT). Addenda to this RFQ will be issued via SCP's website and Central Bidding by Wednesday, October 25, 2023, at 4:00PM (CDT). All forms required will be posted on SCP's website at <https://www.stcharlesparish.gov/government/component-pages/bids-and-proposals>.

Advertisement Source and Dates:

St. Charles Herald Guide
St. Charles Parish Website
Central Auction House

Thursday, October 05, 2023
Thursday, October 12, 2023
Thursday, October 19, 2023

Public Notice



ST. CHARLES PARISH
ST. CHARLES PARISH PROCUREMENT OFFICE

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

MATTHEW JEWELL
PARISH PRESIDENT

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:
11:00 A. M., THURSDAY, OCTOBER 26, 2023

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

145 – NEW CONSTRUCTION OF RESTROOMS – MALE & FEMALE

148 – NEW CONSTRUCTION OF CONCESSION STANDS

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

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

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

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
OCTOBER 12, 2023
OCTOBER 19, 2023

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON NOVEMBER 2, 2023 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

POSTPONED CASES:

2023-12-R requested by **Arthur and Barbara Blue** for a change of zoning from C-2 to R-3 on Lots M-1, M-2, and M-3, Tracts 8, 9, and 10, Elkinsville Subdivision, **near the intersection of Turtle Creek Lane and Adams Drive, St. Rose**. Council District 5.
2023-15-MIN requested by **Lorna Bourgeois for BMB Real Estate, LLC** for a resubdivision of two lots into four, **10362 Airline Drive, St. Rose**. Zoning District M-1. Council District 5.

NEW CASES:

2023-21-HOP requested by **Daretta Wilson & Kevin Joseph** for a home occupation – "Daretta Catering on Wheels" – at **509 Mockingbird Lane, St. Rose**. Council District 5.
2023-16-MIN requested by **Mosaic Fertilizer, LLC (IMC-Agrico Company)** for a resubdivision of one lot into two, **17169 River Road, Taft**. Zoning District M-2. Council District 1.
2023-15-R requested by **3 C Riverside Properties, LLC** for a change of zoning from O-L to M-2 on approximately 317.13 acres across portions of Lot B-1, a property designated Lot A, and Parcels H-3, and L-3, near **18545 River Road, Killona**. Council District 1.
2023-1-REV requested by **Bunge North America, Inc. and Bunge Chevron AG Renewables, LLC** for the revocation of Jonathan Street, Modoc Street, and portions of Pelican Street, Amie Street, and Jean Street, Destrehan. Council District 2.

ALTERNATE DATE: 11/9
PUBLISH: 10/19, 10/26, 11/2

Public Notice

ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON OCTOBER 19, 2023 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

2023 36 ZBA requested by **Clara Parnell** to reduce the required setbacks for a carport and allow a building to occupy more than 25% of required rear yard at **501 Turtle Creek Lane, St. Rose**. Zoning District R-1A. Council District 5.
2023 37 ZBA requested by **Historic Bethlehem Baptist Church** to allow an on-premises sign to exceed the maximum sign area permitted on River Road at **14989 River Road, Hahnville**. Zoning District C-1. Council District 1.
2023 38 ZBA requested by **Gloria and Lynn St. Pierre** to reduce the required setbacks for a carport at **153 Annex Street, New Sarpy**. Zoning District R-1A. Council District 6.
2023 39 ZBA requested by **Lucille Jefferson** to reduce the required setbacks for a mobile home at **348 Alexander Street, Boutte**. Zoning District R-1A(M). Council District 1.
2023 40 ZBA requested by **Samuel Buhler** to reduce the required setbacks for a carport at **104 Union Drive, Hahnville**. Zoning District R-1A. Council District 1.
2023 41 ZBA requested by **Malcolm Darensbourg, Sr. for MAD, III, LLC** to waive the requirement for permanent, dust-free paving for a commercial parking surface at **199 Good Hope Street, Norco**. Zoning District C-2. Council District 6.
2023 42 ZBA requested by **Jessica Gamez & Pedro Cristobal Cruz** to reduce the required construction elevation at **110 B Luke Drive, Des Allemands**. Zoning District R-1A(M). Council District 4.
2023 43 ZBA requested by **German Valles & Doris Ochoa** to reduce the required construction elevation at **112 A Luke Drive, Des Allemands**. Zoning District R-1A(M). Council District 4.

ALTERNATE DATE: 10/26
PUBLISH 10/5, 10/12, 10/19

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

HAHNVILLE HIGH SCHOOL BUILDING A
DIGITAL MEDIA CENTER & COMMONS RENOVATION PROJECT

Bids will be received at the **St. Charles Parish School Board**, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at **2:00 P.M., LOCAL TIME, Thursday, November 7, 2023**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

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

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

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

Questions regarding the scope of work of the project should be directed to the Project Architect in writing via email only: pmckay@m3aarch.com

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A **PRE-BID CONFERENCE** will be held at the **St. Charles Parish School Board Dufresne Conference Room, 13855 River Road, Luling, LA** on **Thursday, October 26, 2023, at 2:00 p.m.** Attendance at this pre-bid conference is **Mandatory**.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: October 5, 2023
October 12, 2023
October 19, 2023

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

Public Notice

NOTICE OF REQUEST FOR PROPOSALS
Small Unmanned Aircraft System (sUAS)
("Project")

The Port of South Louisiana ("PORT") is requesting proposals from qualified responsible contractors for the performance of Work (as defined in this RFP) in conformity with the Contract Documents (as defined in the RFP). PORT will receive sealed proposals for that purpose, until **Tuesday, November 28, 2023**, at **2:00 p.m.** Central Standard Time, ("Submission Deadline"). Proposals not received by PORT as of the Submission Deadline will not be considered responsive and will not be opened. Proposal not meeting specified delivery and methods of submittal will not be considered responsive and will not be opened. PORT reserves the right to extend the Submission Deadline by issuing an Addendum.

The purpose of this RFP is to solicit competitive proposals to provide procurement, delivery and installation of one (1) Small Unmanned Aircraft System, complete with camera, battery and other associated equipment as detailed in this RFP. This RFP includes the system support, maintenance, and warranty for three (3) years, as well as parts for maintenance, repairs, and battery backup. This is for the PORT of South Louisiana Security Team and shall be delivered to 1720 Louisiana Hwy 44, Reserve, LA 70084. Proposers shall refer to the RFP documents for detailed deliverables.

Port of South Louisiana has been awarded Port Security Grant Number EMW-2021-PU-00028 from the Department of Homeland Security ("DHS") Federal Emergency Management Agency ("FEMA") Port Security Grant Program ("PSGP") for FY2021 which will partially be funding the products and services to be provided by Proposer to PORT pursuant to this RFP. Proposer will comply with all applicable local, state and federal law, regulations, executive orders, FEMA policies, procedures, directives and the following:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
- FEMA Procurement Disaster Assistance Team (PDAT) FIELD MANUAL
- DHS Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Port Security Grant Program (PSGP).
- FEMA Manual (FM) 207-22-0001 Fiscal Year 2022 Preparedness Grants Manual FEMA Grant Programs Directorate Version 3, May 2022
- GPD IB No. 400 FEMA's Implementation of 2 C.F.R. Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular" or "Omni Circular"
- Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), as implemented through 2 C.F.R. § 200.216 and FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) applies to this RFP.

The information contained in this proposal contains Sensitive Security Information as identified in 49 CFR Part 15 – Protection of Sensitive Security Information. Therefore, the PORT requires, a Mutual Non-Disclosure Agreement (MNDA) be executed prior to receiving the RFP. Proposer's may pick up a copy of the MNDA at the PORT's Administrative Office at 1720 Louisiana Highway 44, Reserve, LA 70084, download the MNDA from www.centralbidding.com or request a copy at bids@portsl.com.

All questions and inquiries shall be sent to bids@portsl.com.

The current forms of the RFP and all issued Addenda may be obtained from the PORT's Administrative Offices located at 1720 Louisiana Highway 44, Reserve, LA 70084, ("Administrative Offices") Monday, through Friday from 8:30 a.m. to 4:00 p.m. PORT reserves the right to modify all or any of the same at any time prior to the Submission Deadline through an Addendum.

Proposals are subject to all terms, conditions, and provisions of this document, including Affirmative Action and Equal Employment Opportunity regulations. Proposers shall read and understand the requirements of this RFP.

HSI in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contact entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

The requirements of 2 CFR Section 200.321 are to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. It is the policy of HSI to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of the contract for the Project ("Contract"). HSI encourages participation under this solicitation by all qualifying and responsible firms regardless of business size or ownership, whether as the prime contractor or a subcontractor. There is no established Disadvantaged Business Enterprise ("DBE") participation goal for the Contract, but participation is highly encouraged.

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

No.	Points	Criteria Description
1	20	Overall Experience of Company and Demonstrated Results Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.
2	20	Ability to meet PORTS schedule for expeditiously completing assignments. Time is of the essence to purchase and install this equipment.
3	30	Experience in Operating Small Unmanned Aircraft Systems (sUAS) Has your company provided sUAS to a Maritime Facility before?
4	15	Cost Effectiveness of Price Quotation Effective and efficient delivery of quality services is demonstrated in relation to the budget allocation. The allocation is reasonable and appropriate.
5	5	Completeness of Proposal and adherence to RFP Instructions.
6	5	Value-add plan that includes additional products/services that are relevant to the current scope of work but are outside the current scope of work will be give considerations by the evaluation committee.
7	5	DBE/SBE Qualified small or minority-owned Proposers, women business enterprise or labor surplus area Proposers.

All proposals must be made in the form and on the forms (and contain all certificates, documentation, and information) required by the RFP documents. Any proposal that does not fully comply with any requirement of the RFP documents will be considered non-responsive, and PORT shall be entitled to reject. Port further reserves its right to reject any and all proposals at any time. PORT reserves the right to waive any minor informality or mere irregularity contained in any proposal.

No proposal will be construed to be binding on PORT unless (i) a Contract first has been awarded by its Board of Commissioners at a public meeting, (ii) the Contract has been duly executed by each of the Contractor and PORT, and (iii) all conditions applicable to such award of the Contract and as otherwise may be set forth in the Contract Documents have been fully satisfied.

Proposals must be received with all required submittals as stated in the RFP, no later than November 28, 2023, at 2:00 p.m. CST. Proposals must be submitted to PORT in a sealed opaque envelope. Each Quote must clearly make reference to the Project by name and number in the upper left-hand corner and shall identify the contents of the envelope as a "RFP for Small Unmanned Aircraft system (sUAS) Project Number: "EMW-2021-PU-00028-4" and identify the name and address of the Proposer. Proposals may be delivered to 1720 Louisiana Highway 44, Reserve, Louisiana 70084 on or before November 28, 2023, at 2:00 p.m. CST. Proposer must submit three (3) copies of proposals and an electronic proposal via Flash Drive. Proposals may also be delivered to 1720 Louisiana Highway 44, Reserve, Louisiana 70084 or www.centralbidding.com on or before Tuesday, November 28, 2023, at 2:00 p.m.

Proposals received after the time specified Tuesday, November 28, 2023, at 2:00 p.m. CST shall not be considered for award. Proposals received via facsimile (fax), or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive.

An executed MNDA must be on file with the PORT prior to receiving the RFP package. For Request for Information (RFI) regarding any questions or requests for clarifications regarding this proposal, Proposers must submit a written request for information on or before Monday, November 13, 2023, 4:00 p.m. CST to bids@portsl.com. The Port will provide a response to the RFI on or before Friday, November 17, 2023, 4:00 p.m. CST, in the form of an addendum. By: Mr. Paul Mathews, Executive Director/CEO
Dates of Publication:
10/5/2023
10/12/2023
10/19/2023

Public Notice

PUBLIC NOTICE
ST. CHARLES PARISH
Request for Proposals
for
FEMA Public Assistance (PA) Program Services

St. Charles Parish is seeking proposals for FEMA Public Assistance (PA) Program Services, to be performed on an as needed basis. Interested parties are invited to secure a proposal package from Stacy Dugas by e-mailing a request to sdugas@stcharlesgov.net.

Proposals must be received by the St. Charles Parish Purchasing Office at P.O. Box 302, Hahnville, LA 70057 or 15045 River Road 3rd Floor, Hahnville, LA 70057, no later than 10:00 a.m., local time on Thursday, November 9, 2023. Any proposal received later than the specified time and date will NOT be accepted or considered.

No facsimile, email, or telephone proposals will be accepted. Submitted Proposals MUST be sealed and clearly labeled: **St. Charles Parish FEMA Public Assistance Program Services** on the outside of the envelope/package, as well as the Proposer's business name, address, and license number (if applicable).

The procedures for the selection of this firm will be in accordance with the procurement requirements of FEMA, GOHSEP, the State of Louisiana, and St. Charles Parish. All proposals received will be evaluated in accordance with the selection criteria and corresponding point system, which is identified in the Request for Proposals package. The package also identifies the scope of services to be performed by the selected firm. All proposals will be scored and ranked with the highest rated firm being awarded the contract. Interviews may be conducted at the Parish's discretion or in the event of a tie.

The St. Charles Parish Government is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women's business enterprises to apply.

Persons requiring reasonable accommodation to respond to this solicitation are requested to contact Carla Chiasson at cchiasson@stcharlesgov.net to discuss their particular needs.

Advertisement Sources and Dates:

St. Charles Parish Herald Guide

Thursday, October 5, 2023
Thursday, October 12, 2023
Thursday, October 19, 2023

Public Notice

REQUEST FOR PROPOSALS FOR A PROFESSIONAL CONSULTING FIRM
TO PERFORM ON-CALL PLANNING AND IMPLEMENTATION SERVICES FOR THE
PORT OF SOUTH LOUISIANA EXECUTIVE REGIONAL AIRPORT

The Port of South Louisiana is requesting proposals from professional consulting firms interested in providing on-call planning and implementation services for the Port of South Louisiana Executive Regional Airport.

The Port of South Louisiana intends to select a consultant to assist with the preparation of planning documents related to the continued development of the Port of South Louisiana Executive Regional Airport. Project Assignments under this selection may include:

- Development of an Action Plan and or Master Plan.
- Capital Improvement Program Planning and Detailed Implementation Planning for the Airport's Capital Program
- Grant Management Services
- Airport Layout Plan Update
- Preparation for Environmental Assessments and Categorical Exclusions (CATEX) for proposed Capital Projects
- Preparation of Land Use Studies
- Airport Facilities Planning and Airspace Studies
- Independent Fee Analyses Preparation
- Rates and Charges Study/Analyses
- Assistance with FAA Grant Assurances and Necessary Documentation and Compliance, including airport rules and regulations and minimum standards.
- Airport Operational Management & Planning
- Provision of Program Management Services
- Preparation of Benefit/Cost Analyses for Capital Projects
- Assistance with Government Coordination associated with the Airport's Development Program
- Disadvantaged Business Enterprise Program Development and Management
- Other Planning efforts as required by the Commission to Support its ongoing Capital Program

The following list includes projects in which these services may be utilized. Other Projects may be added over the course of the term of the contract.

- Community Hangar, Parking and Apron
- Runway 17-35 & Parallel Taxiway-North Extension-Levee Realignment
- Airfield Drainage Improvements
- Runway 17-35 Pavement Rehabilitation, Widening, and Strengthening
- Obstruction Mitigation Runway (Environmental Assessment/Project Design)
- Airport Master Plan
- Obstruction Mitigation Runway 17
- Wildlife Perimeter Fencing
- Wildlife Mitigation
- Airport Road Improvements
- Existing Terminal Apron and Taxiway Pavement Rehabilitation
- Parallel Taxiway Pavement Rehabilitation
- New Terminal Apron
- New Hangar and Apron Development
- New Terminal Building and Parking
- Runway 17 Safety Area improvements -Levee Relocation
- Fuel Farm Expansion
- Taxiway Improvements/Reconfiguration
- West Corporate Hangars and Cargo Buildings, Access Roads and Site Improvements
- West Parallel Taxiway
- Airfield Lighting and NAVAIDS Improvements
- Runway 17-35 Safety Area/RPZ Improvements
- Runway 17 Threshold Recovery
- Land Acquisition

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

(25 points)	Professional training and experience.
(15 points)	Capacity for timely completion of assignments.
(10 points)	Past performance on public contracts.
(20 points)	Nature, quality and value of work currently performed for the Port of South Louisiana.
(25 points)	Location of firm within the Port's jurisdiction and hourly rate schedule.
(5 points)	Past and current professional accomplishments

The estimated fees for this work may vary among different assignments and will be negotiated with each assignment. There is no limit to the number of assignments that can be awarded to a person or firm. Please clearly mark on the outside of the proposal AAirport Consulting Services@. A Port of South Louisiana Standard form, PS�A-1, must accompany each Proposal. Please obtain the form 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. The deadline for all submittals shall be Monday, November 13, 2023 at 10:00 a.m. Interested persons or firms must submit five (5) copies of their proposals to the Port of South Louisiana, 1720 Louisiana Highway 44, Reserve, Louisiana 70084 or at www.centralbidding.com on or before 10:00 a.m. on the 13th November, 2023.

PUBLISH: October 12, 19 & 26, 2023

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 91153-C
Date: Monday, August 14, 2023
PENNYMAC LOAN SERVICES,
LLC
vs
ELAINE E. DANNER, ET AL
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 Court-house of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 25, 2023, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: Plaintiff's mortgage and/or privilege affects the following described property, to-wit: A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, servitudes, appurtenances and advantages thereunto belonging or in anywise; appertaining, situated in the Parish of St. Charles, State of Louisiana, East of the Mississippi River, in ORMOND MEADOWS SUBDIVISION, designated on a plan by Frank T. Payne, CE., dated March 2, 1926, and more particularly on a plan of "Survey of Portion of Section 11, Township 12 South, Range 8 East" by E. M. Collier, C.E., dated August 5, 1954, and also iri accordance with a survey of Lucien G. Gassen, Land Surveyor, dated September 28, 1982, and also according to the plan of resubdivision of Parcel A of Ormond Meadows Subdivision by Lucien C. Gassen, Land Surveyor, dated August 22, 1983, approved by the St. Charles Parish Council, September 1, 1983, and registered on October 12, 1982 in COB 304, folio 622, Entry No. 97636, and according to said survey, said lot or portin of ground is designated and measnes as follows, to-wit: LOT A-6, measures 21.26 feet front on Onnond Meadows Drive by a depth of 93.00 feet along Lot A-5, a width in the rear of 21.00 feet and a depth along the opposite sideline (Lot A-7) of 96.85 feet. All in accordance with the survey of Lucien C. Gassen, Land Surveyor, dated October 27 1983; subject to rest lictions, 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 SIXTEEN THOUSAND NINE HUNDRED THIRTY-NINE AND 49 / 100 (\$116,939.49) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR

ST. CHARLES PARISH
PUBLISH ON: September 21, 2023
October 19, 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

Public Notice



ST. CHARLES PARISH, LOUISIANA
REQUEST FOR QUALIFICATIONS

Name of Project: Hahnville Branch Library Architectural Services
Date: **October 12, 2023**

St. Charles Parish Library (hereafter referred to as the Library) desires to obtain Request for Qualifications for Architectural Design Services for New Construction of St. Charles Parish Library Hahnville Branch. As provided below, it requests proposals from experienced firms to provide the needed services.

Detailed specifications can be found at www.myscpl.org

INSTRUCTIONS: Respondent shall submit the following to:

St. Charles Parish Library
ATTN: Leann Benedict
160 W. Campus Drive
Destrehan, LA 70047

Responses are due on **Friday, November 17, 2023 no later than 10:00 AM CST and should include:**

- a. Three (3) signed hardcopies of the RFQ Response in a sealed envelope, marked Hahnville Branch Library Architectural Services.
- b. Enclose a signed cover letter including the company's name, address, and primary contact for the proposal. The primary contact information shall include submitter name, telephone, and email address.
- c. Proposers must complete all required attachments (see *RFQ Proposal and Submission Requirements* on pages 5-6)

Proposals should clearly demonstrate the Respondent's qualifications to perform the needed services and attend all factors applicable in a professional relationship. Proposals should include detailed resumes or curricula vitae for the principals performing the services. Copies of the solicitation and related information are available from www.myscpl.org.

The Library will not accept proposals submitted by fax or electronically. All proposals **must be received** by the Library on or before the Delivery Deadline. The Library will not accept proposals delivered after the said deadline. The Library will not credit delivery claims not clearly documented by original receipt.

Should it be necessary, a short list of firms may be required to interview. Dates and parameters will be communicated should interviews be required.

PUBLISH: **October 12, 2023**
October 19, 2023

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

DESTREHAN HIGH SCHOOL AND HAHNVILLE HIGH SCHOOL
BASEBALL AND SOFTBALL TURF FIELDS

Bids will be received at the St. Charles Parish School Board, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at **2:00 P.M., LOCAL TIME, Thursday, November 16, 2023**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

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

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

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

All other questions regarding the scope of work of the project should be directed to the Project Engineer in writing via email only: mjuares@hebertengineering.com

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

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

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: Thursday, October 12, 2023
Thursday, October 19, 2023
Thursday, October 26, 2023

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

Public Notice

***** PUBLIC NOTICE *****

The intent of this notice is to inform the general public as per Federal Communications Commission guidelines that the St. Charles Parish Government has constructed a communications tower at 15026 River Road, Hahnville, Louisiana as of January 2, 2013. This tower is a free-standing structure with a top at 275 feet above ground level, or 289 feet above mean sea level. The tower's purpose is for telecommunications antennas and equipment, providing a site for multiple radio antenna, microwave antenna, and room for expansion.

If there are any questions about this communications tower, please reach out to the St. Charles Parish Department of Homeland Security & Emergency Preparedness at 985-783-5050.

Publish: September 21, 28 & October 5, 12 & 19, 2023

Public Notice

**ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, OCTOBER 23, 2023,
6:00 P.M., COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:**

2023-0275 (10/9/23, Jewell, B. Messerly)

An ordinance approving and authorizing the execution of Change Order No. 2 for SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322), to increase the contract amount by \$138,567.00 and increase the contract time by 60 days.

2023-0276 (10/9/23, Jewell, G. Gorden)

An ordinance approving and authorizing the execution of a Contract with Pintail Contracting Services, LLC, for the St. Charles Parish East Bank Water Treatment Plant Hurricane Ida Repairs (Project No. WWKS 109) in the amount of \$2,300,000.00.

**ORDINANCE INTRODUCED FOR PUBLIC
HEARING BY THE ST. CHARLES
PARISH COUNCIL, ON TUESDAY,
OCTOBER 31, 2023, 9:00 AM; THURSDAY,
NOVEMBER 2, 2023, 1:00 PM; AND
MONDAY, NOVEMBER 6, 2023, 6:00 PM,
COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:**

2023-0121 (9/25/23, Jewell, G. Dussom)

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2024.

PUBLISH: October 12, 19, 2023

Public Notice

St. Charles Parish Housing Authority
Public Notice

**Notice of Availability of the Proposed Public Housing Agency
FY 2021, 2022, and 2023 Annual Plans and
5-Year Capital Fund Action Plans for 2022-2026 and 2023-2027**

The 1998 Quality Housing and Work Responsibility Act requires St. Charles Parish Housing Authority to complete and submit Public Housing Agency Annual Plans and 5-Year Capital Fund Action Plans to the U.S. Department of Housing and Urban Development (HUD), and that the public be given the opportunity to provide comments.

Beginning on October 13, 2023, the St. Charles Parish Housing Authority's proposed Public Housing Agency FY 2021, 2022, and 2023 Annual Plans and 5-Year Capital Fund Action Plans for 2022-2026 and 2023-2027 will be available for review by the general public and can be found at:

St. Charles Parish Housing Authority
200 Boutte Estates Drive
Boutte, LA 70039

The Plans may be viewed between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. To request an alternate format of the Plans, or for general information, you may call Youlondar Prevost, at (985) 785-2601. Also beginning on October 13, 2023, an electronic copy of the Plans will be available for review on the agency's website at www.scphousingauthority.com.

**Notice of 45-Day Public Comment Period
October 13, 2023 – November 27, 2023**

A 45-day public comment period regarding the Housing Authority's proposed Public Housing Agency FY 2021, 2022, and 2023 Annual Plans and 5-Year Capital Fund Action Plans for 2022-2026 and 2023-2027 will begin on October 13, 2023, and conclude at the close of business on November 27, 2023. Public comments will be accepted anytime during the 45-day public comment period. Concerned residents should submit their comments to the St. Charles Parish Housing Authority, 200 Boutte Estates Dr., Boutte, LA 70039. Faxed comments may be sent to the St. Charles Parish Housing Authority at (985) 785-6238 or, e-mailed responses may be sent to Yprevost@scphousingauthority.com. Written comments regarding the Plans will be accepted on or before November 27, 2023, and oral comments will be accepted in person at the Public Hearing mentioned below.

**Notice of Public Hearing (Proposed Public Housing Agency
FY 2021, 2022, and 2023 Annual Plans and
5-Year Capital Fund Action Plans for 2022-2026 and 2023-2027)**

November 28th, 5:00 PM
St. Charles Parish Court House
15045 River Road, Hahnville, LA 70057

A Public Hearing will be held to review and solicit comments from the general public regarding the St. Charles Parish Housing Authority's proposed Public Housing Agency FY 2021, 2022, and 2023 Annual Plans and 5-Year Capital Fund Action Plan for 2022-2026 and 2023-2027. The hearing will occur on November 28, 2023, at 5:00 pm in person at the St. Charles Parish Court House.

St. Charles Parish Housing Authority endeavors to make all public meetings accessible to persons with disabilities. If you are a person with a disability and require a reasonable accommodation to participate in programs and services offered by the St. Charles Parish Housing Authority, please contact Youlondar Prevost at (985) 785-2601.

Youlondar Prevost
Interim Executive Director
St. Charles Parish Housing Authority
200 Boutte Estates Drive
Boutte, LA 70039



PUBLISH: October 12, 19, & 26, 2023

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 92210-C
Date: Wednesday, August 9, 2023
NATIONS LENDING CORPO-
RATION

vs
ALICIA MICHELLE WALK-
ER-SEYMORE, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, MAY 22, 2023, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 25, 2023, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: Lot 28, RIVER ROAD ESTATES SUBDIVISION, PHASE 1, a certain parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging to or in anywise appertaining, situated In the City of Hahnville, Parish of St. Charles, State of Louisiana, as shown on the plat recorded at Book 904, Page 700, File Number 458177, of the Clerk of Courts of St. Charles, Louisiana. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED SIXTY-THREE AND 44 I 100 (\$284,563.44) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges. TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: September 21, 2023 October 19, 2023 ATTORNEY FOR PLAINTIFF: Cris Jackson 935 Gravier Street, Suite 1400 New Orleans, LA 70112 504-581-9444 SCSO-CIV-209-0402

Public Notice

Luling, Louisiana
October 5, 2023

FILED: _____ DY, CLERK: _____

TO: The Honorable Connie M. Aucoin, M. Lauren Lemmon, and Timothy S. Marcel,
Judges of the 29th Judicial District Court, Parish of St. Charles.

March 21, 2023

The regular Grand Jury was selected, sworn in and were read the duties of each member as a
Grand Juror:

Jessica Lynch
Heather Petit
Irving Vial, Jr.
Timothy Hymel
Cecil Gilbert
Theodore Ballard
Alicia Blanchard
Harold Berry, Jr.
Christopher Stipe
Dwayne Lumar, Jr.
Mary Loftus
Diamond Emery

FILED
IN OPEN COURT
OCT 5 2023
CLERK OF COURT
ST. CHARLES PARISH LA

March 21, 2023

All members were present.

PURPOSE OF MEETING: To impanel a new Grand Jury.

COMMENTS: A new Grand Jury was impaneled.

July 14, 2023

All members were present with the exception of Diamond Emery.

PURPOSE OF MEETING: To tour Parish Facilities.

COMMENTS: The Grand Jury members were allowed to tour 911

COMMUNICATIONS CENTER, ST. CHARLES PARISH SHERIFF'S OFFICE and the
ST. CHARLES PARISH HOSPITAL. The following recommendations were made for 911
COMMUNICATIONS CENTER only:

"Make it more comfortable during storms (emergency), back up radio system – was told the
current one is at end of life and front break room air duct was dirty".

No other recommendations were made for ST. CHARLES PARISH SHERIFF'S OFFICE and
the ST. CHARLES PARISH HOSPITAL.

August 8, 2023

All members were present with the exception of Dwayne Lumar, Jr.

PURPOSE OF MEETING: To tour Parish Facilities.

COMMENTS: The Grand Jury members were allowed to tour EOC, LULING

COUNCIL ON AGING and the NELSON COLEMAN CORRECTIONAL CENTER. The
following recommendations were made:

EOC – "Keep the sirens. It is a big help to the community."

LULING COUNCIL ON AGING – "Need bigger budget, the ability to be able to play Bingo,
need a bigger van for field trips and more community involvement."

No recommendations/comments were made for the NELSON COLEMAN CORRECTIONAL
CENTER.

As of August 10, 2023, there were 193 prisoners housed at the Nelson Coleman
Correctional Center at a cost of:

- Parish - \$30.00 per day
- Other Parish - \$26.39 per day
- DOC - \$26.39 per day
- Federal - \$68.00 per day
- Military - \$80.00 per day
- ICE - \$50.00

October 5, 2023

All members were present.

PURPOSE OF MEETING: To discharge the Grand Jury.

COMMENTS:

We request this report be published in its entirety in the St. Charles Parish Herald-Guide.

Jessica Lynch
JESSICA LYNCH
Heather Petit
HEATHER PETT - FOREPERSON
Irving Vial, Jr.
IRVING VIAL, JR.
Timothy Hymel
TIMOTHY HYMEL
Cecil Gilbert
CECIL GILBERT
Theodore Ballard
THEODORE BALLARD
Alicia Blanchard - SECRETARY

Harold Berry, Jr.
HAROLD BERRY, JR.
Christopher Stipe
CHRISTOPHER STIPE
Dwayne Lumar, Jr.
DWAYNE LUMAR, JR.
Mary Loftus
MARY LOFTUS
Diamond Emery
DIAMOND EMERY

PUBLISH: October 19, 2023

Public Notice

SECTION SCP-E-00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of St. Charles East Bank Water
Intake Platform Repairs as follows:

Owner: St. Charles Parish Department of Waterworks

Project Title: East Bank Water Intake Platform Repairs

Project No.: WWKS 110

Principal Work Location: Mississippi River Mile Marker 125.2

Description of Basic Work: The East Bank Water Intake Platform located along the Mississippi
River in St. Charles Parish was damaged during Hurricane Ida. This project includes the
stabilization of the platform and the repairs necessary to return the platform to its pre-damaged
conditions. The proposed work includes repairs to the concrete platform deck, removing and
replacing the damaged gantry crane structure, repairing damaged concrete cap beams,
repairing/replacing structural steel framing, replacing the electrical building and with contents
within, and replacing damaged steel piles

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL
CHAMBERS 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 a.m. local
time on November 30, 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,
Infinity Engineering Consultants, at 4001 Division Street, Metairie, LA 70002.

A payment of \$ 200.00 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 November 16, 2023 at 10 a.m. the St.
Charles Parish Waterworks, **14924 River Road, New Sarpy, Louisiana, 70078**. 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 CHAMBERS 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

Thursday, October 19, 2023
Thursday, October 26, 2023
Thursday, November 02, 2023

Public Notice

ORDINANCE ADOPTED AT THE MEETING OF SEPTEMBER 25, 2023. COURTHOUSE, HAHNVILLE, HAVE
BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE
OFFICIAL JOURNAL.



St. Charles Parish

Meeting Minutes

Parish Council

Final

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

Monday, September 25, 2023 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present 8- Beth A. Billings, Holly Fonseca, La Sandra Darenbourg Gordon, Mary K. Clulee,
Dick Gibbs, Nicky Dufrene, Bob Fisher, and Julia Fisher-Cormier
Absent 1- Marilyn B. Bellock

Also Present

Parish President Matthew Jewell, Legal Services Director Conny Outbre, Legal Services
Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Chief
Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity
Anthony Ayo, Director of Communications/Public Information Officer Samantha de
Castro, Finance Director Grant Dussom, Public Works Director Miles Bingham, Planning
& Zoning Director Michael Albert, Dayna Parker, Eric Zucher, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Cody Cunningham
First Baptist Church, Luling

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember
Fisher, to approve the minutes from the regular meeting of September 11, 2023.
The motion carried by the following vote:

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

Nay: 0

Absent: 1- Bellock

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2023-0245

Board of Review

Sponsors: Ms. Billings

As advertised by the Assessor in the official journal, the assessment list has been exposed daily for inspection by the taxpayers and other interested persons for a period of fifteen calendar days. The assessor has certified the assessment list to the council, acting as the board of review, to receive any written or oral complaints from taxpayers desiring to protest their assessment, prior to 4:00 pm on Monday, September 18, 2023.

WITHDRAWN - Glazer's Company of LA, 111 Riverband Blvd, St. Rose, LA

Mr. Tab Troxler, Assessor, commented on the 2023 Assessment Roll as submitted by the Assessor.

Council Discussion
Councilwoman Clulee spoke on the matter.
Mr. Troxler spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Councilwoman Fisher-Cormier spoke on the matter.

A motion was made by Councilmember Fisher, seconded by Councilmember Darenbourg Gordon, to accept and certify the 2023 Assessment Roll as submitted by the Assessor to the Louisiana Tax Commission. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Bellock

Certified Assessment List

2023-0251

In Recognition: 2023 St. Charles Parish 10U All-Star Baseball State Champions

Sponsors: Mr. Jewell

Read

2023-0252

In Recognition: Alajja Thomas

Sponsors: Ms. Bellock

Ms. Tara Wicker, Director of Community Engagement for the TJC Group, spoke on the matter.

Read

2023-0253

Proclamation: "National Breast Cancer Awareness Month in St. Charles Parish"

Sponsors: Ms. Bellock

Read

2023-0254

Proclamation: "Domestic Violence Awareness Month"

Sponsors: Ms. Billings

Read

2023-0255

Proclamation: "National 4-H Week"

Sponsors: Ms. Billings

Read

2023-0256

Proclamation: "Fire Prevention Week"

Sponsors: Mr. Jewell

Read

2023-0257

Proclamation: United Way Month in St. Charles Parish
Battle for the Paddle Cook-Off

Sponsors: Ms. Fisher-Cormier

Read

2023-0258

Proclamation: "Need to Feed Month in St. Charles Parish"

Sponsors: Mr. Gibbs

Councilwoman Clulee spoke on the matter.

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2023-0259

Civil Service Board/Personnel Office

Dayna Parker, Personnel Officer, reported.

Councilwoman Fonseca spoke on the matter.
Ms. Parker spoke on the matter.

Reported

2023-0260

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Councilwoman Fonseca spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BILLINGS AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, OCTOBER 9, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0261

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix C. St. Charles Parish Subdivision Regulations of 1981, Section IV. F. Miscellaneous regarding streetlight fixtures by changing the required light fixtures from high pressure sodium to LED and updating the required cash deposit.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on October 9, 2023

2023-0262

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-3 to R-1A on an approximately 16.5 acre portion of Tract 11, Ashton Plantation as requested by Louis M. Andolsek, Jr. for Ashton Plantation Estates, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on October 9, 2023

2023-0263

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on Lot 1B1, Square 6, Linda Lou Park Unit 2, 519 Willow Street, Bourke, as requested by Roger Landry.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on October 9, 2023

2023-0264

An ordinance to provide for the installation of "ALL-WAY STOP" signs at the intersection of Stanton Hall Drive, Panther Run, and Nottaway Drive, in Ormond Country Club Estates Subdivision in Destrehan.

Sponsors: Ms. Billings

Publish/Scheduled for Public Hearing to the Parish Council on October 9, 2023

2023-0265

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Des Allemands Bulkhead (Project No. P210601), in the not to exceed amount of \$57,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on October 9, 2023

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BILLINGS AUTHORIZED THAT THE ORDINANCE, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, IS TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON , TUESDAY, OCTOBER 31, 2023, 9:00 A.M.; THURSDAY, NOVEMBER 2, 2023, 1:00 P.M.; AND MONDAY, NOVEMBER 6, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0121

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2024.

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on October 31, 2023

ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)

2023-0250

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 22-7-2, which approved the Professional Services Agreement with Digital Engineering & Imaging, Inc. to perform planning services for the Road Maintenance 2022-23 (Project No. P220501).

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Public Works Director Miles Bingham spoke on the matter.
Public Hearing Requirements Satisfied.

Council Discussion
Mr. Bingham spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Bellock

Enactment No: 23-9-2

2023-0229

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Primrose Canal Cleaning and Improvements (Project No. P210202), in the not to exceed amount of \$26,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Chairman Billings stated that Administration requested that File No. 2023-0229 be postponed indefinitely.

Council Discussion
Chief Administrative Officer Mike Palamone spoke on the matter.

Public Hearing Requirements Satisfied

A motion was made by Councilmember Fisher, seconded by Councilmember Fisher-Cormier, to Postpone Indefinitely File No. 2023-0229. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Bellock

Postponed Indefinitely

ADJOURNMENT

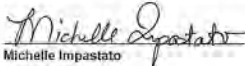
A motion was made by Councilmember Fonseca, seconded by Councilmember Darenbourg Gordon, to adjourn the meeting at approximately 7:42 pm. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Bellock

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

PUBLISH: October 19, 2023

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTION ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, OCTOBER 9, 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.

2023-0262
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
23-10-1

ORDINANCE NO.

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-3 to R-1A on an approximately 16.5 acre portion of Tract 11, Ashton Plantation as requested by Louis M. Andolsek, Jr. for Ashton Plantation Estates, LLC.

WHEREAS, Louis M. Andolsek, Jr. for Ashton Plantation Estates, LLC requests a rezoning from C-3 to R-1A on an approximately 16.5 acre portion of Tract 11, Ashton Plantation as shown on the survey by Joseph C. Picciola, II, PLS dated July 25, 2023; and,

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

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting on September 7, 2023.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

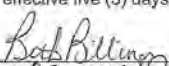
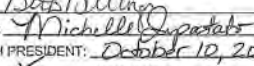
SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from C-3 to R-1A on an approximately 16.5 acre portion of Tract 11, Ashton Plantation as shown on the survey by Joseph C. Picciola, II, PLS dated July 25, 2023, as requested by Louis M. Andolsek, Jr. for Ashton Plantation Estates, LLC.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-3 to R-1A on an approximately 16.5 acre portion of Tract 11, Ashton Plantation as shown on the survey by Joseph C. Picciola, II, PLS dated July 25, 2023, as requested by Louis M. Andolsek, Jr. for Ashton Plantation Estates, LLC.

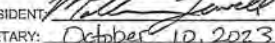

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

And the ordinance was declared adopted this 9th day of October, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: October 10, 2023

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 
RET'D/SECRETARY: October 10, 2023
AT: 10:52 am REC'D BY: 

2023-0263
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 23-10-2
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on Lot 1B1, Square 6, Linda Lou Park Unit 2, 519 Willow Street, Boutte, as requested by Roger Landry.

WHEREAS, Roger Landry requests a rezoning from R-1A to R-1A(M) on Lot 1B1, Square 6, Linda Lou Park Unit 2 as shown on the survey by Clint M. Simoneaux, PLS dated July 7, 2023; and,

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

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting on September 7, 2023.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A to R-1A(M) on Lot 1B1, Square 6, Linda Lou Park Unit 2 as shown on the survey by Clint M. Simoneaux, PLS dated July 7, 2023, 519 Willow Street, Boutte, as requested by Roger Landry.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A to R-1A(M) on Lot 1B1, Square 6, Linda Lou Park Unit 2 as shown on the survey by Clint M. Simoneaux, PLS dated July 7, 2023, 519 Willow Street, Boutte, as requested by Roger Landry.

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 9th day of October, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings
SECRETARY: Michelle Dupontato
CLVD/PARISH PRESIDENT: October 10, 2023
APPROVED: ✓ DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: October 10, 2023
AT: 10:52 am RECD BY: [Signature]

2023-0261
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 23-10-3
An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix C. St. Charles Parish Subdivision Regulations of 1981, Section IV. F. Miscellaneous regarding streetlight fixtures by changing the required light fixtures from high pressure sodium to LED and updating the required cash deposit.

WHEREAS, the Subdivision Regulations stipulate high pressure sodium lights as being required; and,

WHEREAS, high pressure sodium fixtures for streetlights are obsolete; and,

WHEREAS, LED streetlight fixtures are vastly more efficient; and,

WHEREAS, the Subdivision Regulations should stipulate Cooper Lumark, 29 Watt, 4000k lumen, 120 to 270 Volt AC 50/60 Hertz fixtures are utilized for subdivision streetlights.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances, Appendix C. St. Charles Parish Subdivision Regulations of 1981, Section IV. F. Miscellaneous 2.a.1. regarding streetlight fixtures is hereby amended with new text underlined and deleted text in ~~strikethrough~~:

1. LUMARK-HPEL10-400W-High-Pressure-Sodium-Fixtures-RMA-19SR265LPV5 Photocell-or-approved-equal: Cooper Lumark, 29 Watt, 4000k lumen, 120 to 270 Volt AC 50/60 Hertz fixtures or approved equal.

SECTION II. That the St. Charles Parish Code of Ordinances, Appendix C. St. Charles Parish Subdivision Regulations of 1981, Section IV. F. Miscellaneous 2.d.1. regarding streetlight deposits is hereby amended with new text underlined and deleted text in ~~strikethrough~~:

1. The developer must deposit the cash sum of four hundred and fifty three hundred dollars (\$450.00) (~~\$300.00~~) per street light with the Parish of St. Charles.

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 9th day of October, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings
SECRETARY: Michelle Dupontato
CLVD/PARISH PRESIDENT: October 10, 2023
APPROVED: ✓ DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: October 10, 2023
AT: 10:52 am RECD BY: [Signature]

2023-0264
INTRODUCED BY: BETH A. BILLINGS, COUNCILWOMAN-AT-LARGE, DIVISION A
DICK GIBBS, COUNCILMAN, DISTRICT III
ORDINANCE NO. 23-10-4
An ordinance to provide for the installation of "ALL-WAY STOP" signs at the intersection of Stanton Hall Drive, Panther Run, and Nottaway Drive, in Ormond Country Club Estates Subdivision in Destrehan.

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 mitigating the risk navigating around the curve on Nottoway Drive approaching Panther Run; and,

WHEREAS, it is the desire of the Parish Council to authorize the installation of "ALL-WAY STOP" signs at the intersection of Stanton Hall Drive, Panther Run, and Nottaway Drive, in Ormond Country Club Estates Subdivision in Destrehan 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 Stanton Hall Drive, Panther Run, and Nottaway Drive, in Ormond Country Club Estates Subdivision in Destrehan.

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 9th day of October, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings
SECRETARY: Michelle Dupontato
CLVD/PARISH PRESIDENT: October 10, 2023
APPROVED: ✓ DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: October 10, 2023
AT: 10:52 am RECD BY: [Signature]

2023-0265
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 23-10-5
An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Des Allemands Bulkhead (Project No. P210601), in the not to exceed amount of \$57,000.00.

WHEREAS, the Parish desires to test for vibrations during sheet pile installation at the Des Allemands Bulkhead project site; and,

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

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., for the Des Allemands Bulkhead (Project No. P210601) in the not to exceed amount of \$57,000.00 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 9th day of October, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings
SECRETARY: Michelle Dupontato
CLVD/PARISH PRESIDENT: October 10, 2023
APPROVED: ✓ DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: October 10, 2023
AT: 10:52 am RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and ALPHA TESTING AND INSPECTION, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for DES ALLEMANDS BULKHEAD Project No. P210601 as described in Ordinance No. 23-10-5 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 BULKHEAD
Project No. P210601

2.2 The Project consists 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 is 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 are, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence, Property Damage Liability \$1,000,000.00 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, including those identified in Attachment "D".

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:

Shirley East
Billy Raymond
10/10/23

ST. CHARLES PARISH

Matthew Jewell
By: Matthew Jewell
Parish President
10-10-23

Date:

WITNESSES:

ALPHA TESTING AND INSPECTION, INC.

By: Michael A. Devillier
President

Date:

ATTACHMENT "A"
PROJECT SCOPE

DES ALLEMANDS BULKHEAD
Project No. (P210601)

The Scope of Work is as follows:

Perform vibration monitoring and soils testing services at the construction site of the new sheet pile wall along Bayou Des Allemands, adjacent to Down the Bayou Road from Schaubert Lane to Old U.S. Hwy. 90. Consultant is to document vibrations recorded during sheet pile installation. Consultant shall monitor vibrations near the existing residential structures along the project route. Other testing may consist of field and laboratory soils testing as necessary to ensure backfill is adequate, as well as concrete testing when required.

ATTACHMENT "B"
PROJECT SCHEDULE

DES ALLEMANDS BULKHEAD
Project No. (P210601)

The CONSULTANT shall complete vibration monitoring during the entire duration of sheet pile installation. The sheet pile installation will take a minimum of 4 months to complete.

ATTACHMENT "C"
PROJECT COMPENSATION

DES ALLEMANDS BULKHEAD
Project No. (P210601)

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 vibration monitoring and soil testing services as described in Attachment A is estimated to be \$57,000.00.
- b. 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.

- c.

The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.
- d.

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

ATTACHMENT D

Compliance Provisions for Federally Assisted Professional Services Contracts

DES ALLEMANDS BULKHEAD
Project No. (P210601)

CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. CERTIFICATION OF NONSEGREGATED FACILITIES
3. CIVIL RIGHTS
4. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
5. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
6. AGE DISCRIMINATION ACT OF 1975
7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
8. INSPECTION
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29. CONFIDENTIAL FINDINGS
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31. DRUG FREE WORKPLACE
32. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216) - Applies to all contracts

I. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

- A.

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

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

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

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

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

In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G.

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

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

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

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

The Contractor further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).
NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually or annually).
NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

3. CIVIL RIGHTS

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

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

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

- A.

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

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

In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D.

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

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

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

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

The Contractor agrees that no otherwise qualified individual with a disability in the United States shall, solely by reason of his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. AGE DISCRIMINATION ACT OF 1975

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

7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

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

8. INSPECTION

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

9. REPORTING REQUIREMENTS

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

10. CONFLICT OF INTEREST

- A.

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

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

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

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

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

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

C. Contractors shall incorporate foregoing requirements in all subcontracts.

12. **PATENTS**

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

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

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

13. **COPYRIGHT**

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

14. **TERMINATION FOR CAUSE**
(Applicable to all contracts in excess of \$10,000)

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

15. **TERMINATION FOR CONVENIENCE**
(Applicable to all contracts in excess of \$10,000)

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

16. **ENERGY EFFICIENCY**

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

17. **SUBCONTRACTS**

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

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

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

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

18. **UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS**

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

19. **DEBARMENT, SUSPENSION, AND INELIGIBILITY**

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

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

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

20. **BREACH OF CONTRACT TERMS**

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

21. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

22. **CHANGES**

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

23. **PERSONNEL**

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

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

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

24. **ASSIGNABILITY**

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

25. **INTEREST OF CONTRACTOR**

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

26. **POLITICAL ACTIVITY**

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

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

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

28. **DISCRIMINATION DUE TO BELIEFS**

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

29. **CONFIDENTIAL FINDINGS**

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

30. **LOBBYING**

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

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

D. Notify such employees in writing in the statement required by subparagraph (A) of this clause that, as a condition of continued employment on this contract, the employee will abide by the terms of the statement; and Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

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

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

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

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

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

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

B. Prohibitions.

- Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

- This clause does not prohibit contractors from providing—
 - A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- By necessary implication and regulation, the prohibitions also do not apply to:
 - Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
 - Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

- In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

Attachment C-1

ALPHA TESTING AND INSPECTION, INC.

338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70857 TEL: 985-783-0771 FAX: 985-783-0774

June 7, 2023

St. Charles Public Works
100 River Oaks Drive
Destrehan, LA 70047
Attn: Ms. Andre Ford

Re: Des Allemands Bulkhead Phase 1
SCP Project No. P210601
St. Charles Parish, LA

To Whom it May Concern:

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

1. Vibration Monitoring

A.)	Services of technician and equipment to monitor vibrations From construction activities, rate/hour	\$ 50.00
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B.)	Additional Unit, Rate/Day	\$ 75.00
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2. Concrete Testing and Inspection:

A.)	Placement of ACI Certified Technician at source of supply or jobsite during concrete operations, Also, pick up concrete Compression test specimens, Rate/Hour	\$ 50.00
B.)	Curing and testing of concrete cylinders in Connection with control, Rate/Each	\$ 18.00

3. Soil Testing - Laboratory:

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

4. Soil Testing - Field:

A.)	Services of Inspector to visit project site and make field Density tests – Nuclear Method 12” Maximum Depth, Rate/Hour or each	\$ 50.00
B.)	In place Density Test (Nuclear), Each	\$ 15.00

5. Sampling Charge

Services of Technician to sample materials for laboratory Testing, Rate/Hour	\$ 50.00
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6. Transportation Charge:

Rate/Mile Traveled	\$ 0.55
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The total estimated cost is based off the above rates and the attached Cornerstone NDT rates

***Total estimated cost \$ 57,000.00**

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

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

Yours very truly,

ALPHA TESTING & INSPECTION, INC.

Michael A. Devillier

Michael A. Devillier
President

Cornerstone
Inspection & Thermal

**CORNERSTONE INSPECTION & THERMAL
2020 RATE STRUCTURE
(Quote# 2020.02)**

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SECTION 1: CONVENTIONAL & ADVANCED NDE SERVICES

1.1: LABOR

Labor Classification ¹	\$/Hr	O.T.
AWS-CWI, w/UTSW Level II (8hr min)	\$ 87.00	\$ 121.80
Level II Tech PAUT (Phased Array)	\$ 87.00	\$ 121.80
Level II Tech UT	\$ 77.00	\$ 115.50
Level II Tech MT/PT	\$ 62.00	\$ 93.00
PMI Technician (8hr min)	\$ 72.00	\$ 102.24

- Straight time rates will apply to the first eight (8) hours of work per day on a non-holiday, Monday-Friday, basic for all work that is scheduled with at least twenty-four(24) hours advanced notice. Overtime rates will apply to all work scheduled with less than twenty-four(24) hours advanced notice on a non-holiday weekday and all hours on a non-holiday Saturday or Sunday. All work taking place on a company holiday will be invoiced a two-(2) times the applicable rate for a minimum of eight-(8) hours per day. Travel time is charged portal to portal.
- One-(1) Supervisor will be assigned to each shift utilizing five-(5) to ten-(10) technicians.
- Technicians A combination personnel, charge of +20% of the lower labor charge will be added to the technician labor rate.

1.2: EQUIPMENT

Magnetic Particle Equipment	Rate	UOM
Magnetic Particle Portable Yokes	\$ 20.00	Day
Portable Generator	\$ 30.00	Day

Ultrasonic Equipment		
Olympus UT Unit (Instrument, probes, cal blocks)	\$ 45.00	Day
Olympus PAUT Unit (Instrument, probes, cal blocks)	\$ 40.00	Hour
Olympus PAUT scanner/encoding system	\$ 72.50	Hour

Onsite Reporting and Data Storage		
Computer/Camera	\$ 10.00	Day
Printer	\$ 15.00	Day

1.3: CONSUMABLES

Consumables	Rate
Dry Magnetic Powder Per LB	\$ 31.00
Mag Particle Contrast Paint	\$ 9.50
Mag Particle Bath	\$ 9.50
14 AM Prepared Bath (Aerosol)	\$ 23.00
Aerosol Cleaner	\$ 23.00
Aerosol Penetrant	\$ 23.00
Aerosol Penetrant Developer	\$ 23.00
Cold Couplant (Ambient to 120°F)*	\$ 20.00
Medium Temperature Couplant (120°F to 400°F)	\$ 55.00
High Temperature Couplant (400°F to 900°F)	\$125.00
Rags Per LB	\$ 5.00

*A minimum usage fee of ½ gallon will apply.

Miscellaneous		
All Third-Party Equipment & Supplies	Cost + 15%	N/A

SECTION: 2 TRAVEL & MISCELLANIES (ALL SERVICES)

Travel, Per Diem, & Miscellaneous ¹	Rate	UOM
Per Diem (Meals)	\$ 40.00	Per Man/Day
Lodging	\$ 110.00	Per Man/Day
Mileage in excess of 25 miles round trip	\$ 0.80	Mile
Inspection Vehicle	\$ 50.00	Day

1. Whenever possible, CORNERSTONE INSPECTION, LLC. Will utilize personnel that are assigned to the facility with the closest proximity to the jobsite. In the event that the employee requirements exceed the available labor pool in the facility with the closest proximity to the jobsite, or the required Qualification/Certification Level is not available, with the authorization of the client, we will draw on the personnel resources of other regions and additional travel charges will apply.

Conditions:

- A four-(4) hour minimum will apply to all call-out work in town, unless otherwise stated; an eight-(8) hour minimum will apply to all work in excess of 100 miles round trip. A \$100.00 minimum applies to all in-house NDE lab work. A twelve (12) hour minimum applies to all work done Off-Shore.
- Load time and travel time will be charged. Travel time will be charged portal to portal and at the regular or overtime rate, whichever is applicable at the time the travel occurs.

- Standby rates for lost time due to delays beyond our control are charged at the applicable hourly rate for labor and equipment.
- Any client site-specific orientation or medical examinations will be charged at the applicable hourly labor rates.
- A technician performing dual or multiple services/methods during a single mobilization will be charged at the higher of the applicable rates.

Terms:

- The prices quoted herein will be held firm until January 2, 2021, provided that:
- Not 30 days upon receipt of invoice,
- All taxes, as applicable, are extra.

SECTION 3: YEAR 2020 STATUTORY HOLIDAYS

The following days will be observed as CORNERSTONE INSPECTION LLC statutory holidays:

New Year's Day

Good Friday

Memorial Day

4th of July

Labor Day

Thanksgiving Day

Christmas Day

2023-0272

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (BOND COUNSEL)

RESOLUTION NO. 6722

A resolution indicating the intention of the Parish of St. Charles, State of Louisiana, to approve the two (2) year appointment of Parish President Matthew Jewell as a director to the board of the Louisiana Local Government Environmental Facilities and Community Development Authority (The "Authority") as provided by Chapter 10-D of Title 33 of The Louisiana Revised Statutes of 1950, as amended.

WHEREAS, Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, comprised of R.S. 33:4548.1 through 4548.16, is known as the Louisiana Local Government Environmental Facilities and Community Development Authority Act (the "Act"); and,

WHEREAS, the Act creates the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") for the purpose of assisting political subdivisions, as defined in the Act, and other designated entities in acquiring, financing and constructing certain facilities, including environmental, public infrastructure, community and economic development purposes and to otherwise establish programs to aid in the financing of local government and economic development projects; and,

WHEREAS, the Parish of St. Charles, State of Louisiana previously passed a resolution to become a participating political subdivision of the Authority in accordance with the Act; and,

NOW, THEREFORE, BE IT RESOLVED by the St. Charles Parish Council, acting as the governing authority of the Parish, that:

SECTION 1. Approve the appointment of Parish President Matthew Jewell to serve as Director of the Authority for a term of two (2) years from the date hereof.

SECTION 2. This resolution shall take effect immediately and a certified copy hereof shall be forwarded to the offices of the Authority.

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 on this, the 9th day of October, 2023, to become effective immediately upon adoption.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: October 10, 2023
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RET'D/SECRETARY: October 10, 2023
AT: 10:52 a.m. RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

PUBLISH: October 19, 2023

Public Notice

DEPARTMENT OF COMMERCE Foreign-Trade Zones Board [B-53-2023] Foreign-Trade Zone 124; Application for Expansion of Subzone 124A; Valero Refining—New Orleans L.L.C.; Destrehan, Louisiana

An application has been submitted to the Foreign-Trade Zones (FTZ) Board by the Port of South Louisiana, grantee of FTZ 124, requesting an expansion of Subzone 124A on behalf of Valero Refining—New Orleans L.L.C. The application was submitted pursuant to the provisions of the Foreign-Trade Zones Act, as amended (19 U.S.C. 81a-81j), and the regulations of the FTZ Board (15 CFR part 400). It was formally docketed on October 5, 2023.

The applicant is requesting authority to expand Subzone 124A to include a new site located at 11842 River Road in St. Rose (Site 2, 2.63 acres). No authorization for additional production activity has been requested at this time.

In accordance with the FTZ Board's regulations, Camille Evans of the FTZ Staff is designated examiner to review the application and make recommendations to the FTZ Board.

Public comment is invited from interested parties. Submissions shall be addressed to the FTZ Board's Executive Secretary and sent to: ftz@trade.gov. The closing period for their receipt is November 21, 2023. Rebuttal comments in response to material submitted during the foregoing period may be submitted during the subsequent 15-day period to December 6, 2023.

A copy of the application will be available for public inspection in the "Online FTZ Information Section" section of the FTZ Board's website, which is accessible via www.trade.gov/ftz.

For further information, contact Camille Evans at Camille.Evans@trade.gov.

Dated: October 5, 2023.

Elizabeth Whiteman,

Executive Secretary.

PUBLISH: October 19, 2023

Public Notice

SUCCESSION OF MERLYN POCHE SCHEXNAYDRE, A/K/A MERLIN POCHE SCHEXNAYDRE NO. P-13,439 FILED: 29TH JUDICIAL DISTRICT COURT PARISH OF ST. CHARLES STATE OF LOUISIANA DIVISION "E" DEPUTY CLERK: 2023 OCT -9 PM 1:23

NOTICE

NOTICE IS GIVEN that the executrix of this succession has petitioned this Court for authority to sell immovable property belonging to the Succession of Merlyn Poche Schexnaydre, also known as Merlin Poche Schexnaydre, at private sale in accordance with the provisions of Article 3281 of the Code of Civil Procedure for EIGHTY-TWO THOUSAND FIVE HUNDRED AND NO/100 (\$82,500.00) DOLLARS, all in accordance with the terms and conditions set forth on agreement attached to the petition as Exhibit "A" filed into the record of this succession. The immovable property proposed to be sold at private sale is described as follows:

A CERTAIN LOT OR PORTION OF GROUND, together with the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River and being a portion of the lot of ground designated by the Number (4) on a plan of survey by F. T. Payne, C.E., dated March 3, 1926, annexed to an act before Irby T. Baudoin, N.P., dated July 26, 1926, registered in COB Y, folio 316, and also shown on a plan of survey of H. E. Landry, C.E., dated January 30, 1952, a copy of which is on file with a sale from Olidy J. Hymel to Norman J. Hymel for reference, annexed to act before Irby T. Baudoin, N.P., dated February 21, 1952, registered in COB Entry No. 9110. Said portion or lot of ground herein conveyed is a portion of Lot "B" and is bounded and measures as follows: A width or front on Jefferson Highway of One Hundred Fifteen and 8/10 (115.8') feet, more or less, a depth on the west of Forty-Six (46') feet and bounded by property of Mildred A. and Alvin A. Webre, a depth on the line of Lot "A" on said plan of Landry of One Hundred Nine and 47/100 (109.47') feet, and a width on the line separation said portion of Lot "B" from Lot five (5) of Ninety-Six and 85/100 (96.85') feet.

Improvements bear the municipal address of 14064 River Road, Destrehan, LA.

Any heir or creditor who opposes the proposed sale must file his/her opposition within seven (7) days from the day on which the last publication of this notice appears:

BY ORDER OF THE COURT

Brandie Anne
DEPUTY CLERK

GREGORY A. MILLER
ATTORNEY AT LAW
9 APPLE STREET
NORCO, LA 70079
(985) 764-9991

PUBLISH TWO (2) TIMES TWENTY DAYS APART

PUBLISH: October 19 & November 9, 2023

Public Notice

The names of the following persons were drawn to serve as Petit Jurors for Jury Number 88, for the session of said Court beginning Tuesday, November 14, 2023 at 1:00 P.M. - Division "C":

- 1 AARON, HEATHER E OLIVIER
- 2 ALEXANDER, RONALD JACK JR
- 3 ALLEN, JAMES THOMAS
- 4 ANDALMAN, DENISE D
- 5 ARIAL, JOHN BLACKMAN JR
- 6 ARSENAUX, MATTHEW GRAY
- 7 AUCOIN, MICHAEL AUGUSTIN
- 8 AUGUST, ROOSEVELT JACKSON
- 9 BADEAUX, CHRISTOPHER ANTHONY
- 10 BAKER, MARY ALICE
- 11 BARBIER, DOMINA MARIE
- 12 BARNEY, KELISHA
- 13 BARRECA, THOMAS JR
- 14 BATEMAN, MICKY DANIEL
- 15 BAUDOUIN, RENE JOHN
- 16 BECNEL, LISA M
- 17 BERNARD, DAVID III
- 18 BICKHAM, ELIZABETH
- 19 BLANCHARD, REUBEN CHARLES
- 20 BLOUNT, OREYONDA SCOTT
- 21 BOSCO, GAIL HYMEL
- 22 BOUDREAUX, GREGORY DUSTIN
- 23 BOURGEOIS, BRANDY DUNSTON
- 24 BREAU, TRISTYN LOUISE
- 25 BROUSSARD, CRAIG PAUL JR
- 26 BROWN, CARRIE ELIZABETH
- 27 BROWN, CLEO M
- 28 BROWN, SHELIA R
- 29 BROWN, TRICHE BYRD
- 30 BROWN, WILLIAM JOSEPH
- 31 BRUNNER, FRANKLIN CONRAD II
- 32 BRUZEAU, RONALD A
- 33 BURKE, KIMBERLY MICHELLE
- 34 BURNS, ELLIOTT GREGORY
- 35 BUTLER, TASHAWN LAMOR
- 36 CADE, HELENA MARIE DUHON
- 37 CAPE, DAWN PLAISANCE
- 38 CASBON, TRINA LOUISE
- 39 CAVALLO, RAEYLN ELIZABETH
- 40 CAZENAVE, KACI LEAH
- 41 CHARLES, BRENDA E
- 42 CHAUVIN, AMY M
- 43 CLAY, HENRY HAROLD
- 44 COLLINS, GRACE CAMILLE
- 45 COLLINS, KEITH P
- 46 COLONS, WENDY BARRE
- 47 CONRAD, ALLYSON RENEE
- 48 CORDERO, LUKE JOEL
- 49 COTTON, NADEAN MARIE
- 50 COVEY, JAMIE B
- 51 CUEVAS, ENJOLI A
- 52 CUNNINGHAM, SHEILA RODRIGUE
- 53 DARENSBOURG, ALAUNA JOI
- 54 DEFELICE, MICHAEL WAYNE
- 55 DELCAMPRE, MARK ANDREW
- 56 DESSELLE, JOHN B
- 57 DIAZ, MICHEL PEDRO
- 58 DONEWAV, NORMITA PITRE
- 59 DRAGICEVIC, VODIKA SELESTE
- 60 DUFRENE, JULIE GAUTHREAUX
- 61 DUFRENE, OLIVER G SR
- 62 ENNACE, CHARLY DIAMANTE
- 63 ENTRKIN, RHY S JOSEPH
- 64 EUSEA, DARLA DEMPSTER
- 65 FABRE, BRIAN ANDRE
- 66 FEAGLEY, KIMBERLY NICOLE
- 67 FERNANDEZ, EDWARD LOUIS JR
- 68 FORTUNIA, DANNY JOSEPH
- 69 FRACHTLING, NANCY C
- 70 GAMBLE, SHAINA
- 71 GARY-VALENZUELA, CESAR Y
- 72 GASSEN, ZOE LUCIA
- 73 GAVIGAN, ARTHUR JOHN
- 74 GILBERT, KRISTEN GUIDRY
- 75 GLOVER, TAMMY KEIM
- 76 GREEN, JAEYLN DANYELLE
- 77 GREMILLION, CHRISTOPHER M
- 78 GRIFFIN, KHALEED
- 79 GRIFFIN, PAMELA GAUBERT
- 80 GROSS, DEBRA NAILOR
- 81 GUBERT, VAL ALLAN JR
- 82 GUILLOREY, JENNIFER LYNN
- 83 HALL, ARVEL JAMES III
- 84 HAMM, FLORENCE CLAUDIA
- 85 HARRIS, DANASHA
- 86 HELMSTETTER, GRETCHEN HOLTZGLAW
- 87 HERBERT, SHANNON
- 88 HICKS, JAMES THOMAS
- 89 HILLS, JOMINIQUE
- 90 HOGGARD, MELISSA ANN
- 91 HOLFIELD, FALTON LEE
- 92 HOTARD, APRIL C
- 93 HOTARD, HANNAH CHRISTINE
- 94 HUDSON, JACOB RICHARD
- 95 HUGHES, JUSTIN PAUL
- 96 HYMEL, KAREN A
- 97 HYMEL, KATHRYN M
- 98 HYMEL, MORRIS P
- 99 INGRAM, DAWN LOVELL
- 100 INGRAM, DESTINI ELIZABETH
- 101 ISHEE, RACHEL GELSOMINO
- 102 JACKSON, FREDRICK QUINTEL
- 103 JEWELL, AMANDA MILANO
- 104 JOHNSON, ENJOLICA RENEE
- 105 JOHNSON, TARAVEN KENITRA TRAVON
- 106 JONES, SEAN ANTHONY
- 107 JULIEN, JENNY
- 108 KENNER, TAJAHRELL SHONTA
- 109 KISSINGER, PATRICIA J
- 110 LAGRANGE, TAJUANA WRIGHT
- 111 LANDE, KAREN HECTOR
- 112 LANDRY, KALLIE DIANE
- 113 LANKFORD, VIRGINIA ANN
- 114 LASSERE, LAURA BUTLER
- 115 LEDET, CYNTHIA NAQUIN
- 116 LEE, BRANDON LYNN BERTUCCIE
- 117 LEIVO, DEVIN NOEL
- 118 LEMOINE, STEPHEN JOSEPH
- 119 LESSIG, RACHEL RENEE
- 120 LESTER, WARREN J JR
- 121 LIUM, DAVID CHARLES
- 122 LUMAR, MARCIA LOUIS
- 123 MAKOFSKY, BROOKE ELISE
- 124 MARBLEY, BONNIE C
- 125 MARTIN, DANIEL TIMOTHY
- 126 MARTIN, DOROTHY NAPP
- 127 MASON, DEMETRI
- 128 MASON-EVANS, COURTNEY NICOLE
- 129 MCCLOUD, JASON DAVID
- 130 MEEKS, JONTE MCKENZIE
- 131 MIKELL, DESTINEE OLIVIAMICHELLE
- 132 MIRE, SCOTT STEPHEN
- 133 MORROW, QUINTIN HARDIN
- 134 MORTON-PRICE, LISA CLAIRE
- 135 MOSES, SIMONE A
- 136 MOSS, ANGELIQUE L
- 137 NAQUIN, HOWARD EDWARD JR
- 138 NAQUIN, KEVIN D
- 139 NAQUIN, TONI M
- 140 NEVELL, JAMES CLYDE JR
- 141 OFFNER, BRENDA BETZ
- 142 ONEAL, NANCY GARY
- 143 ORTIZ, AMY LYNN
- 144 PARADISE, CHRISSE ANN
- 145 PARI, EMILY RENEE
- 146 PASTOR, KAITLYN
- 147 PERRY, RAQUEL LAURIER
- 148 POCHE, ASHLEE KELLER
- 149 POE, LORI M
- 150 POPLIN, MACY MAXINE
- 151 PORTER, TAMMY
- 152 POTEET, ANDRE MICHAEL
- 153 POTEET, JACQUELYN LITOLFF
- 154 PRICE, AMBER ELIZABETH
- 155 PRICE, DAERON AHMAD
- 156 REULET, JEAN LOUIS
- 157 RICHARD, BRENDA CAILLOUET
- 158 RICHARD, MARK P
- 159 RICHOUX, EVAN CHRISTOPHER
- 160 ROBICHAUX, DAVE PAUL
- 161 ROBICHAUX, EMILE JOSEPH JR
- 162 ROBINSON, GERALYN LASCHEL
- 163 RODRIGUE, HANNAH PEARL
- 164 RONQUILLE, BIANCA LILLIAN
- 165 ROUSSEL, JOAN BOUDREAUX
- 166 SAM, ALICYA OCTAVIANYKOLE
- 167 SCHAUBHUT, ROXANE EVANS
- 168 SCHMILL, CAMERON JAMES
- 169 SCHUMANN, MARILYN N
- 170 SCOTT, CARL ANTHONY
- 171 SCOTT, CORIELLE RENEE
- 172 SCOTT, SHARRONE JOSEPH JR
- 173 SESSER, LARRY DALE
- 174 SHERWOOD, WILLIAM T
- 175 SMITH, ANITA SMITH
- 176 SMITH, CHELSEA NICOLE
- 177 SMITH, ELIZABETH ANN
- 178 SOSA, MARCO ANTONIO JR
- 179 STASZAK, BAILEY CATHERINE
- 180 STEIB, SETH JOSEPH
- 181 TAPP, CURTIS
- 182 TREGLE, RACHIELLE MATHERNE
- 183 VALERON, CYDNEY POUONO-SOA
- 184 VARNIS, STEPHANIE MARIE
- 185 VICKNAIR, JOEY MICHAEL
- 186 VILLA, MATTHEW JOSEPH
- 187 VINET, AL JOSEPH
- 188 WAGUESPACK, ELAINE M
- 189 WALKER, SHONTYRIA ALEXIS
- 190 WEAVER, MAKYLA
- 191 WHITNEY, BRYAN D
- 192 WILLIAMS, ASHLEY RICH
- 193 WILLIAMS, SHANICE NAKITA
- 194 WILLIAMSON, STEPHANIE FREISS
- 195 WILSON, GREGORY LEON
- 196 WITMER, JACLYN NICOLE
- 197 WORTH, ANN ALOUISE
- 198 WYNN, YOLANDA WANKNE
- 199 YOUNG, MILLIE ANN
- 200 ZERINGUE, JOHN ZACHARY

PUBLISH: October 19, 2023

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 89625-E

Date: Wednesday, August 23, 2023
U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE FW SERIES I TRUST

VS
SHELLY SMITH BORNE
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

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

MONDAY, OCTOBER 11, 2021, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Court-house of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 25, 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 the part thereof known as DAVIS HEIGHTS SUBDIVISION, which is a subdivision of a portion of the former Davis Plantation near Luling, St. Charles Parish, Louisiana, in Section 25, Township 13 South, Range 21 East, designated as LOT 14 of BLOCK C on the plan of subdivison made by E. M. Co Iller, Surveyor, dared March 6, 1963, Revised December 3, 1964, on file in the Office of the 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.

(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: September 21, 2023

October 19, 2023
ATTORNEY FOR PLAINTIFF:
Cris Jackson
935 Gravier Street, Suite 1400
New Orleans, LA 70112
504-581-9444
SCSO-CIV-209-0402

