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Juilliard-trained pianist, heart attack survivor to turn 100

Ryan Arena Editor
ryana@heraldguide.com

A woman of faith, a musician, a successful business-woman and a survivor, there are many ways to describe Chepita DiNicola of Destrehan, who is just about a week away from celebrating her 100th birthday.

The middle child of three siblings growing up in Managua, Nicaragua, DiNicola first arrived in the United States to study at the Juilliard School, the prestigious performing arts school in New York where she refined her skills as a pianist – skills she developed growing up at the encouragement of her parents.

There, DiNicola discovered she loved the United States. Ultimately, she stayed and became a U.S. citizen, and today the mother of five can reflect along with her family on all the adventures she’s enjoyed over a long, interesting life.

“When she first came (to the U.S.), first arrived in New York, she loved the flight. Mom’s always loved to fly,” said her son Frank, who along with his wife Christa

DINICOLA on 5A



Chepita DiNicola with family



Tigers win three in a row, starting to click



TURN to 8A

New boat launch, park upgrades highlight update



TURN to 2A

Marsh disappearance in lake a concerning trend, fisherman says

Ryan Arena Editor
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Lac Des Allemands has long been popular among anglers and other outdoorsmen, but some have observed a concerning trend.

Chris Macaluso of the Theodore Roosevelt Conservation Partnership took to Lac des Allemands for some fishing recently and observed that the marsh on the lake appears to be slowly dying off, joining others in the Mississippi River Basin that are losing viability as productive fishing areas as a result. As Macaluso explains,



Lac Des Allemands

when marsh erodes, it eventually becomes open water. Fish have less area to spawn, feed and hide. The crawfish population also suffers.

“This swamp is like a lot of

MARSH on 5A

Local motorcycle club riding the extra mile for good cause

Ryan Arena Editor
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The senior prom represents a peak high school experience for many students, a sendoff creating lasting memories with their classmates for one final time.

But some parts of that experience can be taken for granted – not every student is in a situation where she is able to afford to purchase a prom dress, threatening to derail the chance to participate in that memorable and special night.

That’s where the Vicious Ryderz Motorcycle Club comes in. The Hahnville-based group has organized



The Vicious Ryderz motorcycle club

the Glam 4 Good collection drive and giveaway, focusing on gathering donations of lightly worn prom attire and

PROM DRESSES on 7A

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New boat launch, East Bank Bridge Park upgrades highlight parks update

Jonathan Menard Publisher
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It's been a busy calendar year for St. Charles Parish's Department of Parks and Recreation, and it will only get busier as the department aims to complete major park upgrades and start on a long-awaited Des Allemands boat launch this year.

The Department of Parks and Recreation, which consists of 356 acres at 56 sites that include parks, boat launches, multi-use paths and the Edward A. Dufresne Community Center, completed eight major projects last year.

Those include the Veterans Memorial Plaza, fencing and

oaks at Monsanto Park, installation of irrigation at Ashton Park and updates to IMTT Park that included pavilions, sidewalks, bathrooms and batting cages.

A new fence was installed at Lagattuta Park in Mimosa, a storage facility was added to Badalamenti in Luling and the restroom at Boutte Park was renovated. Des Allemands Park received an overhaul, which added a new basketball court.

Work will continue this year on three major projects started in 2023, including improvements



Work on the West Bank Spray Park is nearing 75 percent completion.

BRIDGE PARK on 7A

Luling thrift store sees huge drop in business due to road construction

Recent reopening of both entrances should help customers now reach Social Concerns

Jonathan Menard Publisher
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While road improvements generally provide many benefits to residents when completed, it can cause havoc on travel and reduce the number of visitors who are able to make their way to nearby businesses lining construction zones.

That's been the case with St. Charles Social Concerns.

"(Business) has dropped tremendously," Yvette Perrilloux, human resources with Social Concerns, said. "It was very hard to maneuver through the cones,

especially for our elderly customers. There were days when you could only go one way on Paul Maillard. You could not leave out of the parking lot and go towards Highway 90, you had to go all the way to River Road and either go over the

bridge or Barton Street.

"This was very inconvenient for our customers."

Along with visitors to the thrift store,

SOCIAL CONCERNS on 7A



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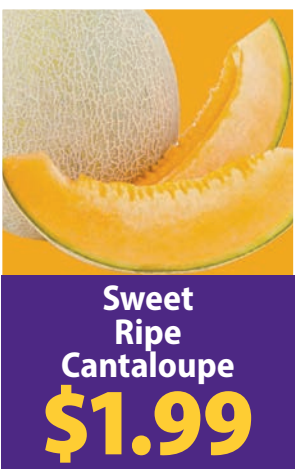
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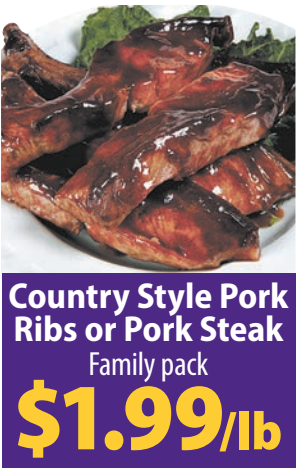
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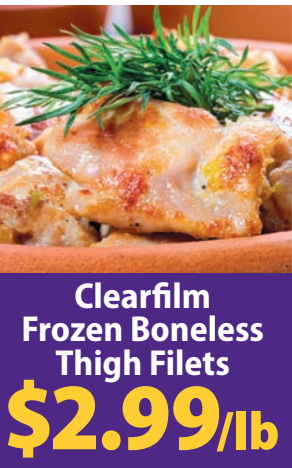
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All-you-can-eat crawfish cook-off cancelled

Jonathan Menard Publisher
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The St. Charles Parish First Responders Crawfish Cook-Off, which was set to take place at the Edward A. Dufresne Community Center in May, has been cancelled due to the shortage of this year’s crawfish harvest.

The One Team-One Fight organization, which puts on the annual event, released a statement on Facebook that said the cook-off would have cost more money to put on this year than they could have raised for the event.

“Additionally, we fear that the scarcity of the crawfish would lead to some of our guests not being able to partake in the culinary delight that our wonderful teams with their unique recipes prepare,” the statement added.

The annual event serves as a way to raise money to support the first responders of St. Charles Parish. The money raised is split into three checks – one for the Sheriff Office’s Fraternal Order of Police, one for the St. Charles Parish Fireman’s Association and the last for the St. Charles Parish Hospital’s emergency medical unit.

It offered attendees all-you-can-eat crawfish cooked by several teams who vied for for awards while raising money for a good cause. The event typically costs about \$30 for adult attendees and \$15 for those aged between 6-12.

“The very first year we raised \$7,000. We have increased every year since then,” Natalie Robert Wright, an ER nurse who serves as committee chair for One Team-One Fight said a week before the cancellation



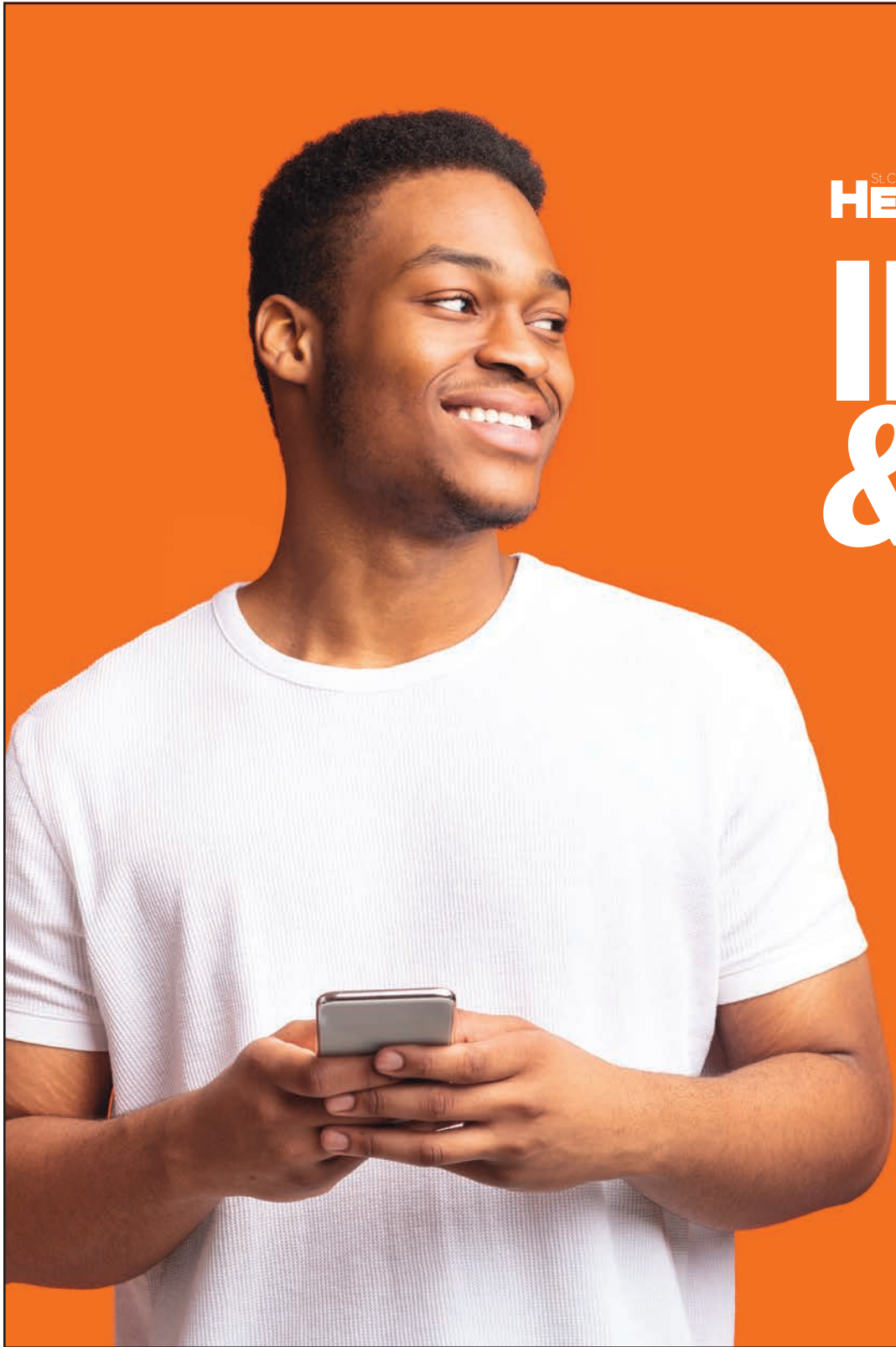
While the One Team-One Fight organization announced that this year’s cook-off was cancelled due to the crawfish harvest, they plan to return next year.



was announced. “Our best year we raised close to \$29,000 after expenses.”

All of the teams, vendors and sponsors who were set to take part in this year’s event will be refunded their

deposits, or can roll them over to next year’s event. The 2025 event is scheduled for April 12.

A photograph of a young Black man with short hair, smiling and looking towards the right. He is wearing a white t-shirt and holding a silver smartphone in both hands.

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DINICOLA from 1A

lives with and cares for DiNicola. “So much so that she enrolled in flight school and started taking flying lessons. My grandfather put an end to that ... I actually became licensed to fly and when I was active with it, she would call me and we’d go up for a ride every now and then.”

She also has always loved horseback riding, taking after her own mother, and she was the first female in her family to drive an automobile.

DiNicola’s father was the president of the National Bank of Nicaragua, and from her parents she learned to be a skilled investor in real estate and stocks, something that’s paid dividends for her over the years.

Her father, in many ways, was her hero.

“She loves her family and loves her friends. Her biggest mentor and love was her dad,” said Frank. “She had so much respect for him. We all did. He was a leader.



Frank and Chepita DiNicola celebrate their respective birthdays together - hers on the 21st and his on the 19th of March.

She made sure we were on our toes around him ... we were always very close with my grandfather.”

She’s always been rather popular.

“Mom was pretty much a socialite when my siblings and I were growing up,” Frank said. “A lot of people would come by and end up at our house. We’d end up at parties and taking part in a lot of fun things with her.”

While next week brings her 100th birthday, DiNicola’s had to clear some scary hurdles this year to get to this point.

Several weeks ago, DiNicola was diagnosed with COVID-19 – through great carefulness, she and her family had managed to shield her from the illness since it began spreading in the U.S. in 2020. But after nearly four years, she finally contracted it.

“We both were sick with it ... it took me about three days to shake it off, but it took her quite awhile to get through it,” said DiNicola. “We were very surprised – we were able to keep it away for a long time, making sure the kids weren’t around Mimi if they had the sniffles. But we called 911 and when they arrived, they said her oxygen was low, and they took her to the hospital.”

A larger issue arose soon after she was discharged, however.

Frank was at his son’s soccer game when he received a call from Christa – DiNicola had passed out in Christa’s arms as she was getting her mother-in-law ready for bed.

“She had a heart attack. It was a very, very scary moment,” said Frank. “She’s been the picture of health – prior to this, she hasn’t been taking any medication, nothing at all, and then it’s COVID and a heart attack.”

But DiNicola wouldn’t be kept down long at all.

After about five days at the hospital, she was sent home. It’s necessitated she be on oxygen for now, but she’s gotten stronger every day and, just a few weeks following the medical incident, her physical therapist has already released her – she’s exactly where she needs to be.

“She’s almost back to where she was before the heart attack,” said Frank.

Such might be a reality because DiNicola possesses not only a strong body, but a strong mind and will.

“She’s very spiritual,” said Frank. “She loves the Lord with all her heart. It’s her strongest trait, to me. She’s so dedicated and so devoted and that keeps her rolling.”

And even through her recent tribulations, she exudes positivity.

“This is a happy lady,” said Frank. “She never complains about anything. Doctors ask her what’s hurting and it’s ‘nothing, I’m fine.’ There’s always a smile on her face. She’s just a beautiful person.”

MARSH from 1A

other swamps in South Louisiana that have been disconnected from the Mississippi River for a long time,” Macaluso explained in an interview with Rob Masson posted to the Marsh Man Masson YouTube channel. “This is a very productive fishery. Obviously, Ida came through and devastated it, turned over a lot of the organic matter on the bottom, caused a fish kill. It takes a while for those places to rebound.”

The marsh disappearance creates a real concern because it eliminates the canopy that life in the lake needs to thrive.

“A lot of this canopy is starting to open up in areas,” Macaluso said. “And when that happens, you start seeing a lot of grass like this growing in the swamp. That’s an indication that you’re getting a lot more sunlight penetration through the canopy and that you’ve got enough organic material for that grass to take root and form (floating grass). That serves a purpose in terms of habitat, but when a hurricane comes through or strong tides, it washes it out a lot quicker than it would a cypress swamp that was rooted in better sediments.”

All of it leads to a significant decline in



biological productivity.

“One of the biggest things for us is hurricane protection, having that to buffer and lessen the storm surge, and take away some of that force. That’s why today, we have to take the same precautions for tropical storms - we see what some of those tropical storms do, we don’t have the protection we used to have,” said Barry Guillot, Harry Hurst science teacher and Wetlands Watchers co-founder. “I think anyone who has spent any time on the water has seen that happen. Out by Wetlands Watchers

Park, there’s a whole lot of cypress out in the lake, and those cypress were all on land at one time. You can see how much land has disappeared.”

Macaluso noted how it could affect the area commercially as well.

“Des Allemands is known for catfish, a lot of commercial catfishing in this area. As this swamp continues to die, that fishery’s production is going to go down,” Macaluso said. “If you had a connection to the Mississippi River, moving better water through this swamp instead of it stagnating in here or that bad water getting trapped after the storm, you would have the opportunity for the place to recover a little faster when you do get those storm surges from hurricanes.”

That, Macaluso said, is where a reversal of the trend can stem from: there are projects in the works to divert more Mississippi River water into the area.

“The benefit of that is you’ll be able to keep this swamp alive,” he said. “It’ll continue to be a productive fishery and wildlife habitat. You’ll be able to keep the cypress trees and the Tupelo gum trees alive, and the additional protection it provides for these communities ... in the case of these swamps, it’s really critical to get that water back in here to keep these things alive.”

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Obituaries

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Landeché

Louise Foret Landeché, 89, a native of Raceland, Louisiana, and resident of Des Allemands, passed away March 6, 2024 in Des Allemands, La. after a short illness. She was a loving and devoted wife, mother, grandmother, great-grandmother and sister.

A long-time parishioner at St. Gertrude Catholic Church in Des Allemands, Louise was a Cub Scout den mother, a former auxiliary member of the American Legion and Lion's Club, and a volunteer at the St. Gertrude Catfish Festival. From the 1960s through the 1990s, she was co-owner of LouJoCo Construction Company of Des Allemands.

She is survived by her sons, Dean Landeché (Glenda) and Ray Landeché (Sharon); daughter, Maria Landeché; grandchildren, Nicole Landeché, Michelle Landeché Clevenger, Michael Landeché, Monica Landeché Stewart, Beth Landeché, Phillip (PJ) Landeché Jr and Eli Landeché; six great grandchildren and numerous nieces, nephews, other relatives and friends.

She was preceded in death by her husband, George Joseph Landeché, her son, Philip Eugene Landeché; parents, Nurcie and Una Foret; brother, Antoine (Tony) Foret; and sister, Joyce Foret Uzee.

A memorial will be held for friends and relatives at 10:00am on March 22, 2024 at St. John the Baptist Catholic Church in Paradis, La. with a Mass of Christian Burial to be celebrated at church at 11:00a.m. Interment at St. Gertrude Cemetery in Des Allemands.

In lieu of flowers donations are preferred to American Cancer Society or St. Gertrude Catholic Religious Education Fund, 17292 Highway 631, Des Allemands, LA 70030.

Samart-Mothe Funeral Home entrusted with arrangements.



Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

• **Lamar Simmons, 32**, of 512 Julie Street in Hahnville, was arrested March 9 and charged with aggravated battery, disturbing the peace and resisting an officer.

• **Christopher Guidroz, 46**, of West Hoffman Road in Hammond, was arrested March 9 and charged with domestic abuse battery/child endangerment.

• **Roshelle Bourgeois, 38**, of 409 Sycamore Street in Hahnville, was arrested March 10 and charged with illegal possession of stolen things and traffic violation. She was a fugitive with an attachment (four counts).

• **Ariah Simmons, 29**, of Schoolhouse Road in Killona, was arrested March 10 and charged with domestic abuse battery/child endangerment and simple criminal damage to property.



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St. Charles Parish is interested in procuring the services of 3 qualified caterers to provide full-service **catering services** at the Edward A. Dufresne Community Center, located at 274 Judge Edward Dufresne Parkway, Luling, Louisiana. Selection as an authorized caterer is non-exclusive and only indicates that the caterer will be placed on the approved in-house catering list at the Edward A. Dufresne Community Center.

The selection of the caterers will involve a two-tiered evaluation process. Under the Tier 1 evaluation, all responses to this RFQ will be evaluated according to the criteria and corresponding point system in the RFQ package. Based on the results of the Tier 1 evaluation, finalists will be selected and invited to complete the Tier 2 evaluation which will involve interview(s) based on evaluation criteria that will be provided at the time of the invitation. The award will be made to the most qualified respondents whose qualifications statements and interviews are deemed most advantageous to St. Charles Parish and all factors are considered.

Interested parties are invited to secure a RFQ package from Anedra Coleman, Assistant Director-St. Charles Parish Parks and Recreation 274 Judge Edward A. Dufresne Parkway, Luling, LA 70070. Phone 985-783-5090. The RFQ package may also be obtained by emailing a request to acoleman@stcharlesgov.net

Responses must be hand-delivered or mailed to Anedra Coleman, Assistant Director-St. Charles Parish Parks and Recreation at the Edward A. Dufresne Community Center 274 Judge Edward A. Dufresne Parkway, Luling, LA 70070 in such a manner that it is received no later than **10:00 A.M., April 19, 2024.**

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 Anedra Coleman at 985-783-5090 to discuss their particular needs.

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PROM DRESSES from 1A

bridesmaids dresses to give to students in need of an assist.

The idea behind the drive is simple: that every girl deserves a dream prom.

“It’s something I’ve wanted to do, but I knew I needed help,” said April Betz, who is the treasurer of the Ryderz. “My daughter is going to prom this year and I learned some students couldn’t afford dresses. I looked in my closet and saw my old bridesmaid and prom dresses and realized, ‘OK, we can do this.’”

The help Betz needed to put it all together came once she joined the motorcycle club, finding that she and the club members not only shared interest in a hobby but also in helping to make their community a better place.

“We always try to give back however we can,” said James Hill, president of the Ryderz. “We did a school drive last year and this year we’re trying to put this together with the prom dresses. April had this idea to help some little girls in need and we immediately jumped on that.”

Hill said they’ve collected between 15 and 20 dresses so far and he and Betz both said the response to the outreach has been very positive.

“It’s been overwhelming to me, actually,” Betz said. “It just means a lot. Not everyone can afford a dress, and to have so many come together as a community and help to put a smile on even just one girl’s face means the world to me.”

Once the dresses are collected, the group plans to have the dresses cleaned – group members are donating money toward that and the club is hoping to find a dry cleaning business that will assist with the cause. From there, if a high school student needs a dress and there are dresses available, they will be able to pick one out at the Ryderz Hahnville clubhouse.

“There’s no cost behind it at all for them – it’s just pick out the dress and it’s yours,” Hill said, adding that they aren’t limiting the assistance to only Hahnville and Destrehan high school students. “For Hahnville, Destrehan or really any school, if a young lady needs a dress and we have one, you can come get it.”

While they may be “vicious” when they take to the road, these bikers have a soft spot for helping the younger generation.

“We’re not asking anyone to go out and buy a dress. Check in your closet. Mardi Gras just passed, people have been to a ball ... maybe you’ve got something taking up closet space. Someone can repurpose that, and you can bring a smile to a young lady’s face,” said Hill.

Dress drop off dates are March 17, 24 and 31 from 5:30 p.m. to 6 p.m. at 15661 River Road in Hahnville, Suite A. Pick up date will be April 12 from noon to 2 p.m.

For more information, one may call (504) 717-3039.

BRIDGE PARK from 2A

to the West Bank Bridge Park, construction of the West Bank Spray Park and the Rathborne Park restroom facility.

When the first phase of the West Bank Bridge Park upgrades are completed, the park will include two turf fields, new dugouts, a setup for four pickleball and two tennis courts and new LED lighting along with shaded areas and interior and exterior fencing.

The West Bank Spray Park will mirror the splash pad currently in use in Destrehan.

“(The West Bank Spray Park) comes with 85 additional parking spots at our community center,” Duane Foret, long-time director of the parish’s Parks and Recreation Department, said.

The spray park will also include two outdoor pavilions and an outdoor restroom connected by sidewalks.

“So those that want to visit our veterans memorial after hours or on the weekend will have somewhere to use the restroom,” Foret added.

Foret’s update also included news of the long-sought Des Allemands boat launch.

“Our Des Allemands boat launch, which in a month or two we’ll start on the roadway and hopefully see a boat towards the end of 2025 being launched,” Foret said.

He said the launch was a long-awaited project that the parish has been working on throughout Foret’s 16-year tenure.

“We’ve got the site finalized and we’re starting to see some traction,” he said.

The sprawling 110-acre area is located in Des Allemands, south of US Highway 90, between Bayou Des Allemands and WPA Road. Access to the boat launch will be provided by a road leading from WPA Road near Allemands Elementary and Des Allemands Playground.

Another major project slated for this year includes improvements to the East Bank Bridge Park, which will duplicate the renovations currently taking place at the West Bank Bridge Park.

“That comes with two turf fields, exterior fencing, interior fencing, new tennis court, two pickle ball courts,” Foret said.

Bethune Park in Norco will also be revitalized by adding four multipurpose fields which will better serve all age groups in the parish’s recreation programs.



Upgrades taking place at the West Bank Bridge Park include turf fields, new dugouts, shaded park areas and interior and exterior fencing.

SOCIAL CONCERNS from 2A

the amount of donated goods plummeted.

But there is good news for potential customers. Both entrances to the store have recently been reopened, which Perrilloux said has caused a small increase in visitors already.

“We know it’s been a hassle getting to the thrift store, due to the construction that is taking place on Paul Maillard. Both our driveways are now open,” she said. “This makes it a lot easier to get to the thrift store. We look forward to seeing all of our customers again.”

Perrilloux added that employees are still putting merchandise in the store on a daily basis, and in order to continue to do so they need the community to continue bringing in donations.

Donations are accepted from 8 a.m. - 3 pm., Tuesday through Saturday.

“We are still accepting monetary donations as well. Your financial support helps us to continue in our mission to assist those in our community,” Perrilloux said. “We thank you for your continuous support. Your support makes it possible for our organization to exist and make the community a great place to live.”



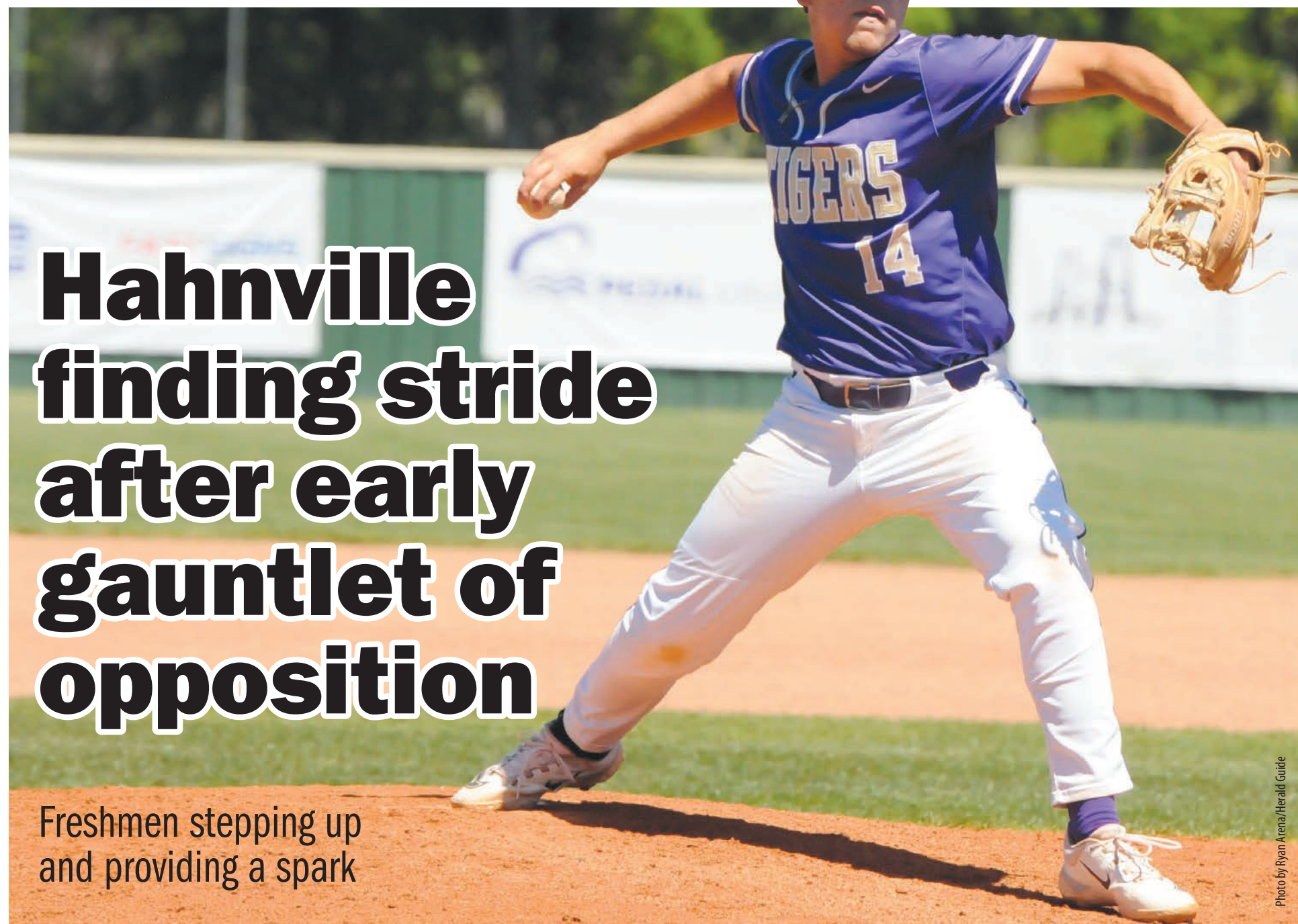


Photo by Ryan Arena/Herald Guide

Talan Theriot of Hahnville

Hahnville finding stride after early gauntlet of opposition

Freshmen stepping up and providing a spark

Ryan Arena Editor
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Hahnville endured an up and down start to its baseball season, but Tigers coach Jared Vial is confident his Tigers will be better for it.

“That was a gauntlet,” Vial said of the team’s first 10 games.

A gauntlet to say the least. Three games against 12-1 Sam Houston, the No. 2 ranked team in Division I non-select power points. Another against Dutchtown, 12-3 and No. 3 in those rankings. Dunham (9-4, 6th Div. III select) and Vandebilt Catholic (9-4, 3rd in Division II select) were among challenges Hahnville faced in that span, with staff aces on the hill for the opposition in virtually all of those matchups.

“I scheduled some tough teams because I felt we have the players to handle it. And you can see that confidence that comes from playing those teams shining through right now,” said Vial, whose Tigers have won three in a row to move to 8-7 overall thus far. “The offense is getting hot and settling in. We were close to winning two out of three against Sam Houston, and we dropped a game to a good Dutchtown team by a run. Some of it’s been self-inflicted, but we’re starting to click right now.”

The lineup ignites with leadoff man and returning Tiger standout Talan Theriot, who is batting .362 on the season.

Behind him are a pair of freshmen who have made very quick impacts in

Kaleb Guarisco and Landen Teague, batting .349 and .421 respectively. The trio makes for a very formidable top of the order.

“Talen’s our guy,” Vial said. “Then the young guys, they’ve come in and they’re not fazed at all. They’re gamers, ballplayers, and you know sunshine, rain, sleet – these guys are showing up ready no matter what.”

A third freshman, Koa Romero, started off a bit slowly with the bat but has picked it up in a big way, batting .429 over his past five games.

“These guys weren’t initially in the mix to begin the year, but you could see the talent they had at J.B. Martin where they excelled. And definitely in the preseason – when they got their opportunity, they took it and ran,” Vial said.

Matthew Bedi and Ryan Gregson are also batting over .300 and adding punch to the lineup.

“We knew we had talent and depth, and we’re kind of hitting our stride right now,” Vial said.

The pitching rotation, meanwhile, is also showing what it can do led by Hayden Plaisance. Plaisance pitched a 3-hit shutout in a 1-0 win over Sam Houston, going a complete seven innings on 81 pitches.

“He’s been our ace so far. We’ve been really happy with what we’re getting out of him for sure,” Vial said.

Theriot is 2-1 as a starter thus far this

year, while Teague, Romero and Albert Liu have emerged as strong arms bolstering the staff.

“I know Liu’s a name that’s new to most ... he’s kind of been our guy that gets us out of jams,” said Vial. “He’s been very reliable out the pen.”

“We knew we had talent and depth, and we’re kind of hitting our stride right now ... you can see the confidence that comes from playing those tough teams right now.”

— Jared Vial

Hahnville captured a 7-4 win Tuesday over Knoxville Catholic with three Tigers earning two hits or more at the plate.

Teague went 3-for-4 with three runs scored and an RBI. Guarisco went 2-for-4 with two RBIs. Romero and Chase Morales each added a pair of hits, while Gregson and Bedi each had two RBIs. Gregson, Theriot, Romero and Teague each doubled.

Teague earned the win on the mound,

going 4.1 innings and allowing three earned runs on four hits.

Hahnville scored six runs over the first two innings to take control of the game, shaking off a first inning two run home run by Knoxville.

A Bedi sacrifice fly got Hahnville on the board first, then Romero tied the game on an RBI single. Gregson scored on an error to give HHS the lead for good measure.

In a 13-2 win over Kenner Discovery, Theriot piled up a three hits and drove in three runs to lead the offense. Teague scored three runs and drove in two RBIs. Bedi, Morales, Chase Donnaud and Romero each had two RBIs.

Noah Chauvin earned the win, going four innings and allowing two runs on three hits. He struck out three.

Hahnville wasted no time in the game, scoring eight runs over the first two innings and adding five in the fourth for good measure.

Hahnville’s 11 to 3 win over Ascension Christian saw Romero earn the win, going four innings and allowing one earned run.

Theriot led the way here with another three hit game, also driving in three RBIs. Gregson and Romero each had two RBIs.

Ama author, historian inducted into Inside Sports Hall of Fame

Ryan Arena Editor
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Glenn Singleton couldn't believe his ears when he answered the phone.

The Ama author and historian heard the voice of Harold Bell on the other end of the line, someone Singleton had grown acquainted with a few years earlier and someone he had a great deal of respect for: Bell was a pioneer, the first ever African-American sports talk show host in Washington D.C.

That show, Inside Sports, was a radio mainstay from 1972 through the 1990s and during that time Bell interviewed many of the most famous athletes in sports. In 1975, Bell interviewed Muhammed Ali after he knocked out George Foreman in Zaire, Africa, on NBC affiliate WRC-TV 4, in Washington, D.C., making him the first African American to host and produce his own television sports special in prime time.

Today, Bell continues to highlight those sports figures who have accomplished great things and in the process inspired the African-American community through the Inside Sports Who's Who Hall of Fame, which has honored great names from Ali to Hank Aaron and so many others.

And that is what his phone call to Singleton concerned, on this day.

"He told me I was being inducted into the Inside Sports Who's Who Hall of Fame and I just said, 'what?'" Singleton said. "I was just about speechless. I didn't believe it.

"He asked, are you going to be able to make it out here (to Washington D.C.)?' 'Oh yes, I can.' I was so excited."

He was inducted on Feb. 26 at a ceremonial event that represented the first time Bell and his group had reassembled since 2019 due to COVID-19.

Singleton met Bell in 2018 during the latter's trip to New Orleans. As Bell discussed boxing with friends, he was told about Singleton, who like Bell has his own ties to Muhammed Ali. "The Greatest" recognized Singleton as a friend and his number one fan, and

Singleton has spent many years keeping Ali's name and legacy alive - both through his book "My Hero, Ali" and his Ali showroom in Ama, a museum of keepsakes, headlines, photos and memories of the boxer's monumental life.

"He told me that I stood for something," Singleton said. "That he'd come across all of these articles and videos of me being in the presence of all of these people of color and their history - he said, 'I consider you a historian. You're bringing our history to the younger generation.'"

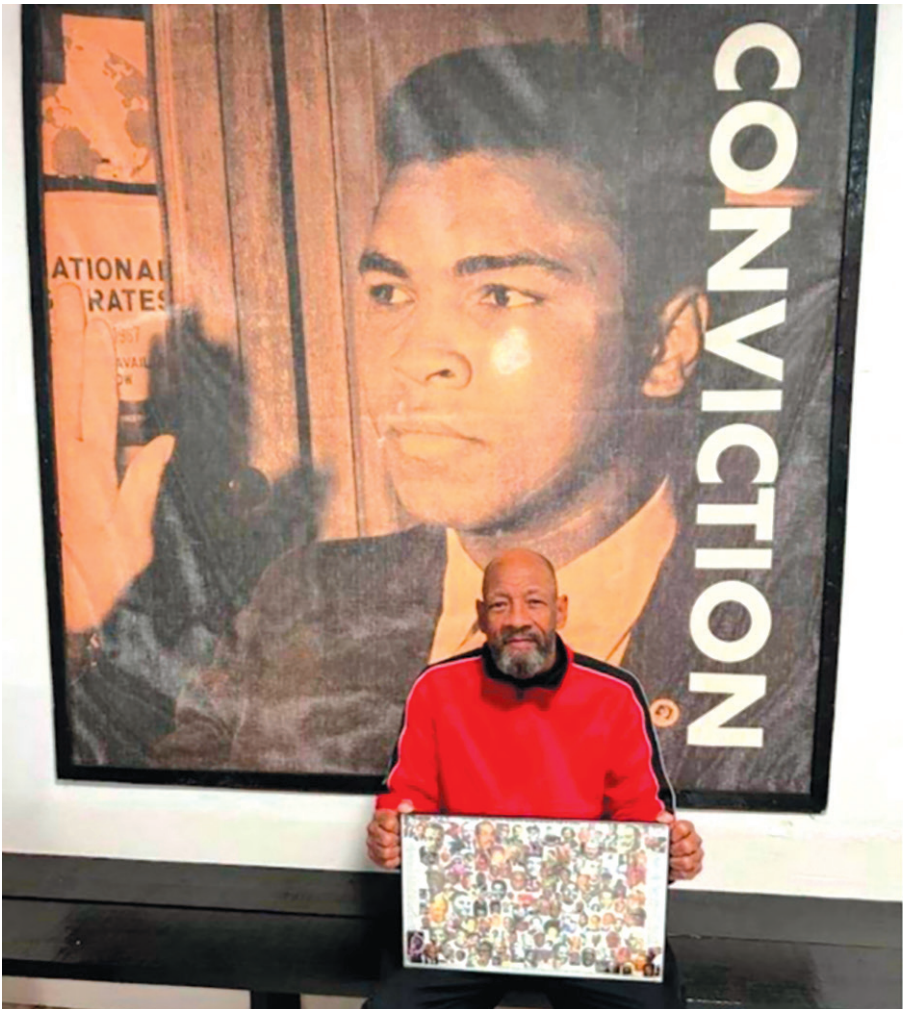
Singleton's face is now featured alongside many of the legends he's told tales of, among the greats Jim Brown, Henry Aaron and Jackie Robinson.

"And especially my hero Muhammed Ali," Singleton said. "I am so honored to have my picture there with them, and God bless the committee who chose to honor me in this way. I am incredibly grateful."

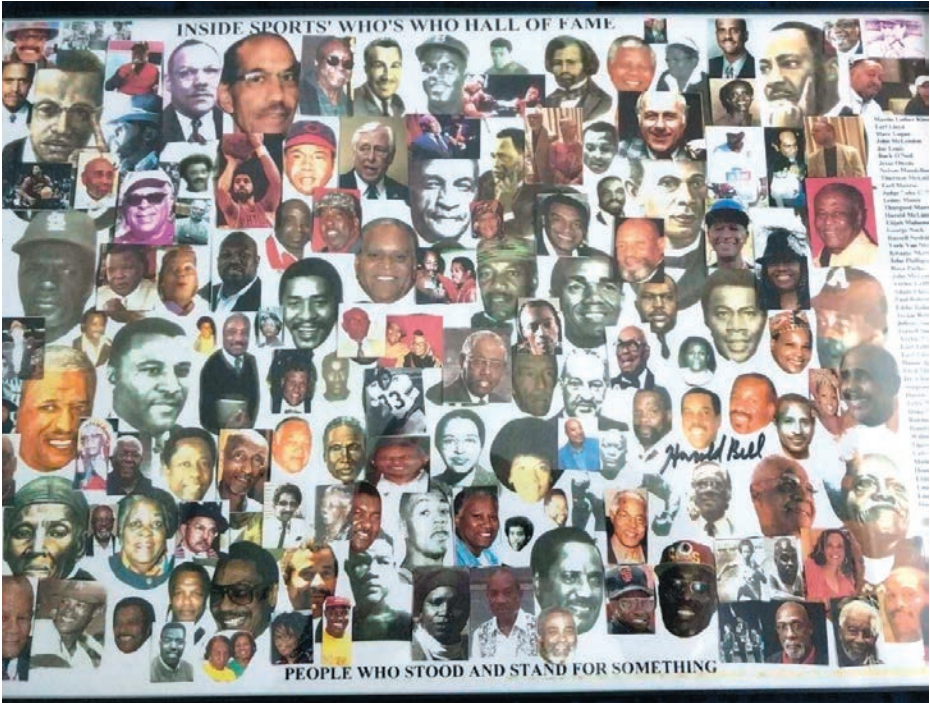
It's been an incredible year for Singleton, following perhaps the toughest trials and tribulations of his life.

In July of 2020, he was diagnosed with gastric stomach cancer. By early 2023, he had defeated the illness that threatened his life. Singleton underwent chemotherapy to treat his cancer. He also needed to have his entire stomach surgically removed. Like his hero, he fought - and won.

Then, in June of last year, Singleton and his wife Angelina visited Cave Hill Cemetery in Louisville, Kentucky to pay homage to Ali on the seven-year anniversary of his death. The Singletons were invited to the ceremony, titled Roses and Remembrance, by Ali's foundation. Once they arrived, Lonnie Ali, the widow of Muhammed Ali, asked the couple to walk with her as they placed a rose on her husband's grave, then asked Singleton to speak to the crowd gathered at the event about his experiences with Ali.



Above, Glenn Singleton proudly displays collage of Inside Sports Hall of Fame members in front of a poster of his hero, Muhammad Ali.



Ladycats continue to roar

Ryan Arena Editor
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Destrehan continues to charge forward on the softball field in 2024.

The Wildcats have made it clear thus far that it takes a very good softball team to tag them with a loss - there have been just four such occasions all season. DHS wrapped up a 6-3 District 7-5A road victory over H.L. Bourgeois Tuesday night, featuring a home run from Ava Burkett and a strong performance in the pitching circle by Jolie Lozano. The win moved the team to a 12-4 mark thus far this year.

DHS led 6-0 before Bourgeois scored three in the seventh inning. Destrehan scored five runs in the fourth to break the game open.

"We had to make some adjustments to their pitching," said DHS head softball

coach Craig Perrier, in his second year at the program's helm. "Jolie struck out five and pitched real well. We played solid defense and got some timely hits."

Burkett's home run was a solo shot in the first inning, which gave DHS the lead for good.

"That always helps," Perrier said. "We got out ahead early."

DHS also committed no errors in a strong defensive performance.

Lozano went the complete game, allowing three earned runs on seven hits and striking out two. Burkett was 2-for-3 with her home run, a double and three RBIs. Emma Headings went 3-for-3 in the game.

Destrehan has won five of its past six games, on a major roll at the plate over

that time. A four game span against Breaux Bridge, Tioga, Grant and Higgins saw DHS pile up 50 hits and 56 runs, going 3-1 in that span. The one loss came to Tioga, a state runner-up last season in Division I select.

One player in the middle of it all was freshman right fielder and lead-off batter Chloe Burford, who last week had a stretch to remember over three games. She went 11-for-12 at the plate with a home run, a triple, three doubles, seven RBIs and nine runs scored. She also went 5-for-5 on steal attempts.

"She's getting on base all the time," said Perrier. "With her up top and Ava second, we're putting pressure on teams right from the get-go ... Chloe swings at strikes and has a really good eye for the

zone."

Lozano, meanwhile, has continued a strong pitching campaign.

"I can't say enough about her. She's a bulldog out there. She never gets satisfied and looks to find any way to improve. She threw real well (Tuesday night)."

In a 20-0 win over Higgins on Monday, seven different players scored two runs or more, with Burkett, Kylie Burford and Gracie Bourgeois each scoring three times to lead the way. Bourgeois went 2-for-3 with six RBIs in the game. Chloe Burford pitched a shutout in the abbreviated three-inning game, which ended early by the 15-run rule.



Luling nurse named first recipient of Distinguished Young Alumni of the Year award

Jonathan Menard Publisher
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Registered nurse Cera Jewell was named the first recipient of Nicholls State University’s Distinguished Young Alumni of the Year award, which recognizes those who have made significant contributions to society.

For Jewell, winning the award was a complete surprise because she misread the school’s email.

“I assumed I was a nominee until I arrived at the event,” she said. “Even on the way to the gala, my husband asked me if I had a speech prepared in case I won. I laughed it off and told him I had some bullet points but I wasn’t winning so it didn’t matter.”

When Jewell and her husband, St. Charles Parish President Matt Jewell, arrived at the event she was congratulated by attendees, but thought it was because she had been nominated, not because she was being named the award winner.

“The event coordinator approached

me and said, ‘when you walk across the stage to get the award you can say a quick thank you speech.’ Still confused, I replied, ‘Wait, I actually won?’”

Jewell was shocked, but grateful. “To even be nominated was such a surprise but to actually be the award recipient; I felt so humbled, honored, and excited... but then immediately nervous because I had no real idea what to say for the acceptance speech,” she said.

Per Nicholls State University, the purpose of the award is to recognize alumni who have made significant contributions to society, and whose accomplishments, affirmations and careers have honored the legacy of the school’s excellence. The criteria includes professional achievement in career, service to society and service and support to Nicholls State.

Jewell, who works with Ochsner, is also a member of their Collaborative



Cera Jewell is a registered nurse who works for Ochsner in intensive care units.

Staffing Resource Center, where she floats around to eight difference hospitals. She works in intensive care units for adults, children and babies.

“I work with the sickest patients in the hospital system. Some do well and others don’t but part of the care I provide isn’t just for the patients, but for their

families as well,” she said. “I really believe that caring for others, in many different ways, is my calling.”

She’s also a partner in the wellness company BODi, in which she has a team of people she guides to live healthier and longer-lasting lives, and is a member of

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Cheryl with the Marines.



Dirk Dempster is struggling due to the time change.



Elijah Salazar enjoys the Hot Wheels glow party.



Curtis and Rechelle at Alex Box Stadium.



The Champagne family.



Annie and Lily tackle the Children's Museum!.



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Nova Carter celebrates her fourth birthday.

Emma Grace wants all the crawfish!

Terrence and Mimi at science day.

Finn loves seeing trains.

Katherine and Alexander Prvost at their birthday party.

Paisley took her dance pictures.

Weston Knuppel.

AWARD from 10A

the St. Charles Parish Art Guild. Her recent charcoal drawing won her third place for March’s Artist of the Month contest.

Years ago, she spent her summer at the Louisiana Lions Camp in Leesville where she had the privilege to work with children who had physical and mental disabilities.

“I absolutely fell in love with the campers and not only learned so much about these amazing kids and a little bit of what their lives entailed, but I learned a lot about myself,” Jewell said. “I worked with children who had a wide variety of special needs; using crutches to walk to fully wheelchair bound kids. There were children with diabetes, cerebral palsy, Down Syndrome, severe learning disorders, and more.”

Though she was in the seventh grade



Cera and her husband, St. Charles Parish President Matt Jewell.

when she decided she wanted to both help people and work in the medical field, spending time with those children solidified her choice to pursue a career in nursing. It also has led to her decision to host fundraisers for Special Olympics of St. Charles.

“I truly feel helping people is in my veins,” she said. “Being a nurse isn’t just my job, it’s a part of who I am. Naturally, when Matt was elected into office I saw an opportunity to access a wider variety of contacts in order to fundraise for such a fantastic organization such as the Special Olympics. And as far as the Christmas theme, it was an easy choice because I am a holiday fanatic!”

Last year, her Cocktails and Candy Canes fundraiser raised more than \$30,000 for Special Olympics of St. Charles.

“It still gives me goosebumps when I think about how much the event raised,” Jewell said. “It honestly leaves me speechless- Matt can attest that me being speechless doesn’t happen often! It brings me so much joy to know that this fundraiser was such a huge success and that we were able to give so much to the Special Olympics.

“Unfortunately, this organization only runs off of the donations it receives from larger businesses or events like this, which is why it is so important to keep this going.”

Jewell’s next fundraiser for Special Olympics will be called Cocktails and King Cakes. It will take place the Saturday after King’s Day, which next year is Jan. 11, to kick off the Mardi Gras season. The fundraiser grew so much in a single year that it required a larger space, so Jewell has teamed up with the Smith family and the event will be hosted at G. Smith Motorsports in St. Rose.



Cera Jewell presents a check to Special Olympics Louisiana. Her Cocktails and Candy Canes festival raised more than \$30,000 last year.

The fundraiser will include entertainment, food, drinks and a silent auction.

“I’m looking to form a small committee for the fundraiser this year because it has grown so much and I need the extra help!” She said. “So, if you or someone you know would be a good fit, please send me a message on Facebook.”

As one can imagine, the life of a parish president’s wife is a busy one...especially when you also have two young children.

“I’m sure most parents of active toddlers know, but I try to prioritize as best as I can. With Matt’s job as parish president, he can be away from home for a period of time or has hectic work weeks, in which case I try to plan my week out as best I can,” Jewell said. “I figure out my schedule as it revolves around the kids,



then focus on my nursing work days, then move on to the other things I have to take care of. As of now, I manage to do work in small chunks of time.

“I truly can’t forget to mention the help I get from my mom, Stasi, and mother-in-law, Mary, who are such a huge help with the kids, especially on days that I work or if Matt is out of town- I truly couldn’t do it without them.



whatshappening@heraldguide.com

Feb. 16 – Mar. 22
Lenten Dinners
St. Anthony of Padua Catholic Church and Knights of Columbus Council 2409 will be serving lenten dinners

every Friday in Lent from 5pm to 7pm, starting February 16 through March 22 at St. Anthony Padua Church, 234 Angus Dr. in Luling. Fish plate or gumbo and potato salad, \$12. Drinks and dessert available for purchase.



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My dear Heavenly Father, I come again in Your presence through Your beloved Son Jesus Christ to thank You again & again for being so good to all Your children You created, so we can give You all the honor, the praise & the glory You deserve. Help us to be faithful & true to You every day You give us. We need You dear Lord every step of our way. Guide & direct our daily walk of life & help us to worship You always in spirit & in truth. You are our all in all. We are nothing without You. Keep us in Your care always & lead us Home to Glory one glad day! Amen & Amen

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Public Notice

Notice to the Public

In accordance with the provisions of Act 366 of the 2023 Regular Session of the Louisiana Legislature, notice is given that St. Charles Parish Assessor Tab Troxler intends to increase his annual compensation by an amount not to exceed five percent for the term beginning after December 31, 2024.

Publish: St. Charles Herald - Guide: March 7, 2024 & March 14, 2024

Public Notice

The St Rose Volunteer Fire Department is accepting sealed bids for a 1996 HME ladder truck. The truck features a 75-foot Smeal ladder with a 1500 gpm pump. The truck comes with two deck monitors and an electric ground ladder rack. Specifications are available upon request and be picked up at 123 St Rose Avenue, Monday through Friday, between 7am and 4pm. Minimum bid shall be no lower than \$20,000.00. Sealed bids will open on March 18th, 2024, at the St Rose Fire Station 51, located at 123 St Rose Avenue. Bids will be accepted until 7pm on March 18th, all sealed bids will be opened immediately after 7pm. For more information or for specifications, please contact Chief Paul Hymel at 504-606-7756 or 504-467-3596.

Publish: March 7 & 14, 2024

Public Notice



MATTHEW JEWELL
PARISH PRESIDENT

BRENDA J. CAMPOS
PROCUREMENT OFFICER

ST. CHARLES PARISH PROCUREMENT

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UNTIL:
11:00 A.M. – Friday, March 22, 2024

BIDS WILL BE RECEIVED UNTIL **11:00AM, FRIDAY, MARCH 22, 2024** VIA ONLINE AT www.centralbidding.com OR BY HAND DELIVERY, USPS MAIL OR OTHER COURIER SERVICE TO THE ST. CHARLES PARISH PROCUREMENT OFFICE LOCATED IN THE ST CHARLES PARISH COURTHOUSE, 15045 RIVER ROAD, 3rd FLOOR, PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057. SHORTLY THEREAFTER BID(S) WILL BE PUBLICLY OPENED AND READ ALOUD IN THE PARISH COUNCIL CHAMBERS, 2ND FLOOR OF THE ST. CHARLES PARISH COURTHOUSE FOR THE FOLLOWING BIDS:

- **X-24-485 – 2024 CHEVY TAHOE LT**

BID SPECIFICATIONS MAY BE OBTAINED BY CONTACTING THE PROCUREMENT OFFICE VIA PHONE AT 985-783-5000 OR AN EMAIL REQUESTED TO SPEARCE@stcharlesgov.net BID DOCUMENTS MAY ALSO BE OBTAINED ONLINE AT www.centralbidding.com.

ST. CHARLES PARISH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, IN WHOLE OR IN PART, PURSUANT TO THE LAW.

ST. CHARLES PARISH PROCUREMENT OFFICE
15045 RIVER ROAD, SUITE 3400
HAHNVILLE, LA 70057

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
March 7th, 2024
March 14th, 2024

Public Notice

ADVERTISEMENT FOR BID Section 000011 – Page 1

St. Charles Parish Hospital

SECTION 000011 - ADVERTISEMENT FOR BID

Project Title: St. Charles Parish Hospital Intensive Outpatient Program (IOP)
Owner: St. Charles Parish Hospital, Managed by Ochsner Health
Description: New construction of an Intensive Outpatient Clinic located at St. Charles Parish Hospital.
Location: 144 Hall Street, Luling, LA 70070

Sealed bids will be received until the hour of **2:00 PM CST, on April 11, 2024**, by St. Charles Parish Hospital District #1 in the Pelican Room, 1057 Paul Maillard Rd., Luling, LA 70070 and all bids will be publicly opened and read.

St. Charles Parish Hospital Intensive Outpatient Program – IOP

To Obtain Bidding Documents:

Licensed General Contractors or their agent may obtain one (1) set of the complete bidding documents from Multistudio, 3308A Magazine Street, New Orleans, LA 70115. Contractors shall call ahead at (504) 681-6303 to coordinate pick-up.

Alternately, Bidding documents may be accessed online through a uniform and secure electronic interactive system: WWW.CENTRALBIDDING.COM

No bidding documents will be issued later than 24 hours prior to the date and time set for the bid opening. Late bids will not be accepted.

Bids received in violation of LSA-R.S. 37:2163 (failure to provide contractor's license number on the bid envelope) shall be stamped "Rejected", returned unopened to the bidder, and shall not be read aloud.

Contractors are provided the option to submit bid for public contracts through a uniform and secure electronic interactive system: WWW.CENTRALBIDDING.COM Comply with electronic bidding as stated in the Louisiana Bid Law 2212.1.

Sealed bids must have project name boldly displayed on outside of envelope.

Each bid must be accompanied by certified check, cashier's check or bid bond made payable to St. Charles Parish Hospital and acceptable to the owner in the amount equal to five (5%) of the total amount bid, including all alternates, and payable without condition to the owner as guarantee that the bidder, if awarded the contract, will promptly execute a contract in accordance with his/her proposal and all terms and conditions of the contract documents. A bid bond shall comply with LSA-R.S. 38:2218(B) and 38:2219, as applicable.

The owner reserves the right to reject any and all bids, waive formalities and to reject non-conforming, non-responsive, unbalanced or conditional bids or bids submitted by non-responsible parties pursuant to the law. **Bids which deviate from the project plan and specifications will not be considered.**

A Mandatory Pre-Bid Conference will be held on 03/19/2024 at 2:00 PM CST located in the Pelican Room, 1057 Paul Maillard Rd., Luling, LA 70070. Walk through of area will follow. Please note that attendees arriving later than **2:05 PM** will not be granted admittance to the meeting. Bids received from Contractors who did not attend the mandatory pre-bid conference will not be considered.

Published in the Bids and Proposal Section of the Herald Guide Newspaper on 03/07/24, 03/14/24 and 03/21/24.

END OF SECTION 001000

Publish: March 7, 14 & 21, 2024

Public Notice

REQUEST FOR PRICE QUOTATIONS

The St. Charles Parish Sheriff's Office is soliciting price quotations for **Food Products** for the Nelson Coleman St. Charles Parish Sheriff's Correctional Center in Killona, Louisiana.

Detailed specifications may be obtained by contacting Corporal Stackhouse at the Correctional Center (985) 783-1164.

All price quotations must be submitted on the forms provided and be received by the date and time specified on the forms. Quotations received after the times specified will not be considered.

The Sheriff reserves the right to reject any and all price quotations not deemed to be in the best public interest.

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

/s/ Greg Champagne, Sheriff

PUBLISH: March 14, 2024

Public Notice

St. Charles Parish School Board Retreat (Thursday, February 29, 2024)
Generated by Shelly Babineaux on Thursday, February 29, 2024

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

Members absent
Art A Aucoin

Meeting called to order at 7:56 AM

1. Opening Items

1.01 Call to Order

Board President Ellis Alexander called the meeting to order. Motion by K. Boudreaux; second by R. Gregson to go into Executive Session per L.R.S. 42:16-17 and Board unanimously agreed.

A discussion was held.

B. Weber motioned; A. Suffrin second to return to regular session.

2. Business Items

2.01 Retreat Agenda

Goal A: Student Achievement

Benchmark Assessment Update:
Assistant Superintendent of Curriculum, Instruction & Assessment Erin Granier, Literacy Coach Ada Webre and Curriculum Specialist April Mosely presented to the Board. A discussion was held on DIBELS 8th overview, benchmark percentages and next steps

EL Program Update:
Assistant Superintendent of Curriculum, Instruction & Assessment Erin Granier and Director of Federal Programs Patricia Smith presented EL Program expansion to the Board. Discussions were held on federal requirements, languages served, ELL Enrollment and staffing, proficiency levels, impacting factors, Student-to-Staff Ratio and staffing recommendations, including an interpreter and/or AI option. The Board agreed to interim support and the 25:1 ratio and this item will be brought to the Board at the March 20, 2024, Board Meeting agenda. These implementations and their affect on ELPT growth will be reported back to the Board.

Equity Update:
Executive Director of Equity& Student Support Tamika Green reported to the Board. The SCPPS Equity Statement was reviewed as well as the Equity Task Force Statement of Purpose. Discussions were held on educational equity improvement plan and focus, action steps, measures of success, professional learning, dignity framework, student achievement, equity in employee and student support and school counselor interventions. Cohort Graduation Rates and charts were reviewed. Superintendent Dr. Oertling explained the growth of our current cohort graduation rate. Upbeat survey was also discussed and trend data will be reported to the Board.

LPAC Update:
Director of the Dr. Rodney R. Lafon Performing Arts Center Chris Aucoin-Melohn reported to the Board. Discussions were held on current plan of action, ticket sales, upcoming shows, recent season survey luncheon and additional revenues. Mr. Melohn also shared that the LPAC has a new partnership with Entergy.

Bus Monitor Proposal Update:
Administrator of Ancillary Services Tresa Brown presented this update to the Board. A discussion was held on rationale, data reviewed, current practices, new considerations and ESS process.

Goal C: Diverse, Effective, and Engaged Employees and Goal D: Resource Allocation

Ochsner Digital Medicine Program Update:
Assistant Superintendent of Human Resource & Administrative Services Tresa Webre presented. Representatives from Ochsner reviewed the SCPPS program report, program enrollment, member outcomes, product update and marketing efforts and an upcoming weight management program.

2024 Wellness Plan Update:
Assistant Superintendent of Human Resource & Administrative Services Tresa Webre and David Babin with USI presented. Discussions were held on 2024 wellness requirements, open enrollment, discounts and comprehensive wellness program.

Leave Without Pay Policy Update:
Assistant Superintendent of Human Resource & Administrative Services Tresa Webre presented to the Board. A discussion was held on Governing Leave Laws, Leave without Pay and Operational Impacts.

Salary Schedule Ancillary Compensation Provisions:
Assistant Superintendent of Human Resource & Administrative Services Tresa Webre and Chief Financial Officer Ronald White presented. A discussion was held on stipends with current and future salaries, removing out-of-date positions and provisions, aligning certain provisions with current and/or best practices, improving internal equity and recruitment efforts, National Board Certification legislation and current policy/procedure on this was also discussed. High school test coordinator and Assistant Coordinator verbage needs adjustment. Regina McMillan approached the Board to answer questions concerning School Publicity Associates. J. Smith suggested verbage: The Board may make additional compensation to employees as deemed necessary (instead of all details of each position). CFO Ronald White discussed cost for these proposed changes. This will be a March 20, 2024, Board meeting agenda. A recommendation was made for this to be evaluated every 5 years coinciding with the Salary Study and continuous monitoring.

Head Start Budget Update:
Executive Director of Elementary Schools Angelle Babina nd Director of Head Start Nikki Weber presented to the Board. Discussions were held on Staffing Positions, Supplemental Funding and Recruitment Initiatives. This will be a March 20, 2024, Board meeting agenda item.

Out of Attendance Zone Waivers Update:
Executive Director of Child Welfare and Attendance and Student Services Jerry Smith and Director of Student Services Erin Crisham presented to the Board. Discussions were held on Summary of 2022-23 Waivers Data and compiling 2023-24 Data percentage of waivers compared to school population, MFP for out of district students and timelines of residency verification.

CARES Lease Update:
Administrator of Ancillary Services Tresa Brown presented to the Board. Discussions were held on the upcoming lease renewal, student services provided and accurate data of those services. St. Charles Parish Youth Coalition collaborates on these services and CARES operates under the local legal system and services many of our students.

Goal E - Facility Management

Stadium Hand Rails Update:
Chief Plant Services & Security Officer John Rome, Jr. and Administrator of Safety, Security & Athletics Kade Rogers addressed this item. Board Member A. Suffrin presented concerns and were addressed with current stadium information and proposed improvements per the Boards approval for both high schools. This item will be on the March 20, 2024, Board meeting agenda.

Field Turf Condition Update:
Chief Plant Services & Security Officer John Rome, Jr. and Administrator of Safety, Security & Athletics Kade Rogers discussed turf condition, upkeep program, and replacement plans.

Central Office Expansion Update:
Chief Plant Services & Security Officer John Rome, Jr. addressed this Item with the Board. Discussions were held on background, budget, plans and new bid packages proposed, cost saving measures and project timelines.

E. Granier explained the ESSER Dollar funds and SCPPS not out of compliance and will continue to work for resolution.

Motion by K. Boudreaux; second by B. Weber and unanimously carried to go into Executive Session per L.R.S. 42:16-17.

Motion by K. Boudreaux; second by B. Weber to go back into regular session.

3. Closing

3.01 Motion to Adjourn

Motion to adjourn.

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

Publish: March 14, 2024

Public Notice

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

Publish: March 14 & 21, 2024

Public Notice

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

Publish: March 14 & 21, 2024

Public Notice

Anyone knowing the whereabouts of the heirs and descendants of **VERLINE LEE HARDING**, and/or the heirs and descendants of **FRANK HARDING, SR.**, please contact Don Paul Landry, APLC, Attorneys at Law, 1308 Paul Maillard Road/PO Box 21 Luling LA 70070, 985-785-5494.

Publish: February 29 & March 14, 2024

Public Notice

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

Publish: March 7 & 14, 2024

Public Notice

Lost Promissory note: Anyone knowing the whereabouts or having possession of one (1) certain promissory note executed by Randolph T. Bossier; dated 06/30/2000, in the principal sum of \$53,350.00; please contact Dean Morris, L.L.C., Attorneys at Law, 1505 North 19 th Street, P.O. Box 2867, Monroe, Louisiana 71207-2867, Telephone No. (318) 388-1440.

Publish: March 7 & 14, 2024

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **FOOD TRUCK FRIDAY** on **April 12, 2024** at Holy Family Catholic Church 155 Holy Family Lane, Luling, La. 70070 in the Parish of St. Charles. The time of the festival: Friday, April 12, 2024 from 4:00pm – 8:00pm

Publish: March 7 & 14, 2024

Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of **Low** alcoholic content at retail in the Parish of St. Charles at the following address:
German Coast Beer Company, LLC
13899 River Rd., Ste. B
Luling, Louisiana 70074
Member: Brandon Zeringue, Owner

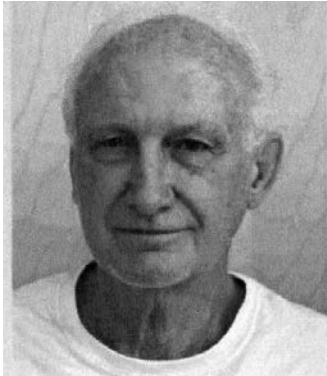
PUBLISH: March 7 & 14, 2024

Public Notice

Anyone knowing the whereabouts of THE RELATIVES OR HEIRS OF CAROLYN L. BOURGEOIS, please contact Attorney ALLISON B. COSTANZA, 225-664-4335 acostanzalaw@gmail.com.

Publish: March 14, 21, & 28, 2024

Public Notice



I, **Randall Tobin**, have been convicted of Aggravated Rape, Date of Conviction: 04/29/1980; **Aggravated Rape**. My address is: 192 Almedia Rd., St. Rose, La. 70087.

RACE: White
SEX: Male
DOB: 04/16/1946
HGT: 5'11"
WGT: 190
HAIR COLOR: Gray
EYE COLOR: Brown

PUBLISH: March 7 & 14, 2024

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 93698-E
Date: Tuesday, February 20, 2024
NEIGHBORS FEDERAL CREDIT UNION
vs
JASON MARTIN
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, JANUARY 30, 2024, in the above entitled and numbered cause, I shall proceed to sell at public auction at the front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MARCH 27, 2024, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:
ONE 2021 YAMAHA YFM70G-PHMH, VIN 5Y4AMK335MA101939
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:
EIGHT THOUSAND SIX HUNDRED FIFTY-ONE AND 04 / 100 (\$8,651.04) 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: March 14, 2024
ATTORNEY FOR PLAINTIFF: Stacy Butler
10214 Jefferson Highway
Baton Rouge, LA 70809
SCSO-CIV-209-0402

Public Notice

ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT

THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON MARCH 21, 2024 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

2024-4-ZBA requested by **Tyler Wilson** to reduce the required construction elevation at **240 Whitley Drive, Des Allemands**. Zoning District R-1A(M). Council District 4.
2024-5-ZBA requested by **Annaliese Santos and Heberto Salazar** to reduce the required side and rear yard setback for a patio addition at **110 Pitre Drive, St. Rose**. Zoning District R-1A. Council District 5.
2024-6-ZBA requested by **Mary B. Glynn** to waive the minimum lot size requirement for non-conforming lots of record **adjacent to 473 Giacomo Street, Norco**. Zoning District R-1A. Council District 6.
2024-7-ZBA requested by **Vincent Guaraggi** to reduce the required setback for pool equipment at **177 Rue Landry, St. Rose**. Zoning District R-1A. Council District 5.
2024-8-ZBA requested by **Veronica Savana** to reduce the required side-yard setback for an accessory structure at **14 Ashland Drive, Destrehan**. Zoning District R-1A. Council District 3.
2024-9-ZBA requested by **Allison Scott** to allow a residential fence exceeding 4 ft. in height within the front yard setback at **60 Boutte Estates Drive, Boutte**. Zoning District R-1A(M). Council District 1.
2024-10-ZBA requested by **Rufus Cressend** to reduce the required construction elevation at **50 E. Woodlawn Drive, Destrehan**. Zoning District R-1B. Council District 3.

ALTERNATE DATE: 3/28
PUBLISH 3/7, 3/14, 3/21

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, MARCH 18, 2024, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2024-0100 (3/4/24, Jewell, D. deGeneres)
An ordinance approving and authorizing the execution of Amendment No. 1, which approved the Professional Services Agreement with All South Consulting Engineers, LLC, for the 2023 Wastewater Rate Study (Project No. S230601), in the not to exceed amount of \$7,500.00, bringing the overall contract amount to \$22,500.00.

2024-0101 (3/4/24, Jewell)
An ordinance approving and authorizing the execution of an Act of Donation and Transfer by and between Chevron U.S.A. Inc. ("Chevron") and St. Charles Parish for certain parcels of land comprising approximately 32.392 acres for the purpose of operating and maintaining the Sunset Pump Station.

2024-0103 (3/4/24, Jewell, G. Gorden)
An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance 22-5-8, which approved the Professional Services Agreement with Principal Engineering, Inc., to perform A/E Services for Department of Waterworks East and West Bank Generators and Structure (Project No. WWKS 111), in the amount of \$135,259.00.

2024-0104 (3/4/24, Jewell, M. Bingham)
An ordinance to approve a purchase and/or expropriate a 1.501 acre servitude designated as Parcel B-3 and a 8,687 square foot servitude designated as P-106 over property owned by Kristi Gerstner Smith, for the Montz Pump Station and Drainage Modification Project.

2024-0105 (3/4/24, Jewell, D. Foret)
An ordinance approving and authorizing the execution of Change Order No. 1 for the West Bank Bridge Park Improvements, Phase I, (Project No. RECWB122) to increase the contract amount by \$198,096.00 and increase the contract time by 50 days.

PUBLISH: March 7, 14, 2024

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF FEBRUARY 19, 2024, 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 Bob Fisher
Councilmembers Michael A. Mobley, Holly Fonseca, La Sandra D. Wilson, Heather Skiba, Walter Pilié, Willie Comardelle, Michelle O'Daniels, Michele deBruler

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

Monday, February 19, 2024	6:00 PM	Council Chambers, Courthouse
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ATTENDANCE

Present 9 - Michael A. Mobley, Holly Fonseca, La Sandra D. Wilson, Heather Skiba, Walter Pilié, Willie Comardelle, Michelle O'Daniels, Bob Fisher, and Michele deBruler

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Samantha de Castro, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Dussom, Public Works Director Miles Bingham, Wastewater Director David deGeneres, Senior Projects Manager Sam Scholte, Planning & Zoning Director Michael Albert, Grants Officer Carla Chiasson, Waterworks Director Gregory Gorden, Blaine Fauchaux, Public Information Office

CALL TO ORDER

Meeting called to order at 6:01 pm.

PRAYER / PLEDGE

Pastor Mark Joslin
New Vision Baptist Church, St. Rose

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Wilson, to approve the minutes from the regular meeting of February 5, 2024. The motion carried by the following vote:

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2024-0084

In Recognition: Billy Raymond, Sr.

Sponsors: Mr. Jewell

Public comment opened on the deviation; no public comment

A motion was made by Councilmember Wilson, seconded by Councilmember Fonseca, to deviate from the regular order of the agenda to take up File No. 2024-0084; a matter not on the agenda. The motion carried by the following vote:

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Deviated

Read

A motion was made by Councilmember O'Daniels, seconded by Councilmember Skiba, to return to the regular order of the agenda. The motion carried by the following vote:

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Returned

2024-0077

In Recognition: James Grey Hoyt, Eagle Scout

Sponsors: Ms. Skiba

Read

2024-0078

In Recognition: Skyler Paul Brissette, Eagle Scout

Sponsors: Ms. Fonseca

Read

2024-0079

In Recognition: Kyle Daniel Waits, Eagle Scout

Sponsors: Ms. deBruler

Chairman Fisher spoke on the matter.
Mr. Gary Dolese, Scoutmaster, spoke on the matter.

Read

2024-0080

Proclamation: "Disability Awareness Month in St. Charles Parish"

Sponsors: Ms. Skiba

Read

2024-0081

Proclamation: "Lions Month in St. Charles Parish"

Sponsors: Mr. Comardelle

Read

2024-0082

Proclamation: "Problem Gambling Awareness Month"

Sponsors: Mr. Fisher

Read

2024-0083

Proclamation: "Arc Fest in St. Charles Parish"

Sponsors: Ms. Skiba

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2024-0072

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Parish President Jewell invited Ms. Jessica Naquin, Waterworks Utility Billing Coordinator, to the podium to explain the new billing software for the Department of Waterworks.
Councilwoman Fonseca spoke on the matter.
Ms. Naquin spoke on the matter.
Councilwoman Wilson spoke on the matter.
Parish President Jewell spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER 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, MARCH 4, 2024, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2024-0085

An ordinance approving and authorizing the execution of an Agreement between Adams and Reese, LLP, and St. Charles Parish for governmental affairs representation.

Sponsors: Mr. Jewell and Department of Legal Services

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

2024-0086

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to R-2 on Lots 47, 48, 49, 50, 51, and 52, Square D, Oak Ridge Park, 1014, 1018, and 1028 Paul Frederick Street, Luling as requested by Alvin Gordon, III.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

2024-0087

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to R-3 on Lots D-1 and D-2, Square 14, 315-317 Smith Street and 212 Highway 3160, Hahnville as requested by Troy A. Bailey.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

2024-0088

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to R-1M and M-1 on Lot 19, Pecan Grove Plantation Subdivision, 12320 River Road, Destrehan as requested by Anna Nelson for DNA Real Estate, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

2024-0089

An Ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 to change the zoning classification from O-L and R-1A(M) to R-1A on Lots P-1, 1B-1-A, 1A-1, and those properties designated as the Roussel Tract and Lot 3605A, approximately 42.5 acres between Dixieland and Country Cottage Subdivisions, 17956 and 17962 River Road, Montz as requested by Denver Perilloux, Terry & Dana Perilloux, Robert Oubre, and Chris M. Trepagnier for OT Properties, LLC & Three 4 Three, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

2024-0090

An ordinance approving and authorizing the execution of Change Order No. One (1) for the Barber Road Bank Stabilization, (Project No. P210702), to increase the contract amount by \$64,659.69 and increase the contract time by 7 calendar days.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

2024-0091

An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Stuart Consulting Group, Inc., for engineering services for the Eastbank Lift Stations Rehabilitation (Project No. S211203), in the amount not to exceed \$46,090.50.

Sponsors: Mr. Jewell and Department of Wastewater

Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

<u>2024-0092</u>	An ordinance approving and authorizing the execution of a Professional Services Agreement with G.E.C., Inc., to perform engineering services for the Hahnville WWTP Capacity Upgrades (Project No. S240201), in the amount not to exceed \$107,500.00. <u>Sponsors:</u> Mr. Jewell and Department of Wastewater Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024
<u>2024-0093</u>	An ordinance approving and authorizing the Parish President to execute a Lease Agreement with Jackie Bee Investments, LLC, to temporarily house the Clerk of Court, Tax Collections and Licenses offices. <u>Sponsors:</u> Mr. Jewell and General Government Buildings Publish/Scheduled for Public Hearing to the Parish Council on March 4, 2024

ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)

<u>2024-0066</u>	An ordinance approving and authorizing the execution of Change Order No. 1 for AHU-5 HVAC System Replacement (Project No. GB-AC-0220), to decrease the contract amount by \$3,034.00. <u>Sponsors:</u> Mr. Jewell and General Government Buildings Reported: General Government Buildings Recommended: Approval Chief Operations Officer Darin Duhe spoke on the matter. Public Hearing Requirements Satisfied VOTE ON THE PROPOSED ORDINANCE Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler Nay: 0 Enactment No: 24-2-8
<u>2024-0069</u>	An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance No. 23-5-2 which approved the Professional Services Agreement with Alpha Testing and Inspection, Inc. for additional testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$25,000.00, bringing the overall agreement amount to \$70,000.00. <u>Sponsors:</u> 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 VOTE ON THE PROPOSED ORDINANCE Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler Nay: 0 Enactment No: 24-2-9
<u>2024-0070</u>	An ordinance approving and authorizing the execution of a Professional Services Agreement with Triton Controls & Engineering, Inc., to perform engineering services for the Wastewater PLC Upgrade (Project No. S240101), in the amount not to exceed \$156,778.00. <u>Sponsors:</u> Mr. Jewell and Department of Wastewater Reported: Wastewater Department Recommended: Approval Wastewater Director David deGeneres spoke on the matter. Public Hearing Requirements Satisfied VOTE ON THE PROPOSED ORDINANCE Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler Nay: 0 Enactment No: 24-2-10

RESOLUTIONS

<u>2024-0073</u>	A resolution approving and authorizing the execution of a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding in the amount of \$848,758.00 to elevate five residential flood prone structures to prevent further damages and reduce NFIP claims. <u>Sponsors:</u> Mr. Jewell and Grants Office Reported: Grants Office Recommended: Approval Grants Officer Carla Chiasson spoke on the matter. Public comment opened; no public comment Council Discussion Ms. Chiasson spoke on the matter. VOTE ON THE PROPOSED RESOLUTION Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler Nay: 0 Enactment No: 6754
<u>2024-0074</u>	A resolution approving and authorizing the execution of a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding in the amount of \$2,988,354.00 to elevate 16 residential flood prone structures to prevent further damages and reduce NFIP claims. <u>Sponsors:</u> Mr. Jewell and Grants Office Reported: Grants Office Recommended: Approval Grants Officer Carla Chiasson spoke on the matter. Public comment opened; no public comment VOTE ON THE PROPOSED RESOLUTION Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler Nay: 0 Enactment No: 6755
<u>2024-0075</u>	A resolution approving and authorizing the execution of a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding in the amount of \$578,597.00 to elevate four residential flood prone structures to prevent further damages and reduce NFIP claims. <u>Sponsors:</u> Mr. Jewell and Grants Office Reported: Grants Office Recommended: Approval Grants Officer Carla Chiasson spoke on the matter. Public comment opened; no public comment Council Discussion Ms. Chiasson spoke on the matter. VOTE ON THE PROPOSED RESOLUTION Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler Nay: 0 Enactment No: 6756
<u>2024-0076</u>	A resolution authorizing the Parish President to execute agreements and documents pertaining to the Restore Louisiana Infrastructure: FEMA Public Assistance Non-Federal Share Match Program. <u>Sponsors:</u> Mr. Jewell and Grants Office Reported: Grants Office Recommended: Approval Grants Officer Carla Chiasson spoke on the matter. Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION
Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler
Nay: 0
Enactment No: 6757
APPOINTMENTS
<u>2024-0071</u>
A resolution appointing a member to the St. Charles Parish Library Board of Control as the District V Representative.
Vacancy Announced
ADJOURNMENT
A motion was made by Councilmember deBruler, seconded by Councilmember Skiba, to adjourn the meeting at approximately 7:28 pm. The motion carried by the following votes:
Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler
Nay: 0
I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.
Michelle Impastato Michelle Impastato Council Secretary

Publish: March 14, 2024

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, MARCH 4, 2024, 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.

2024-0086
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 24-3-1
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to R-2 on Lots 47, 48, 49, 50, 51, and 52, Square D, Oak Ridge Park, 1014, 1018, and 1028 Paul Frederick Street, Luling as requested by Alvin Gordon, III.

WHEREAS, Alvin Gordon, III requests a rezoning from R-1A(M) to R-2 on Lots 47, 48, 49, 50, 51, and 52, Square D, Oak Ridge Park, Luling as shown on the survey by Yu-Chiao Lo, PLS dated December 28, 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 February 1, 2024.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A(M) to R-2 on Lots 47, 48, 49, 50, 51, and 52, Square D, Oak Ridge Park, Luling as shown on the survey by Yu-Chiao Lo, PLS dated December 28, 2023, as requested by Alvin Gordon, III.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A(M) to R-2 on Lots 47, 48, 49, 50, 51, and 52, Square D, Oak Ridge Park, Luling as shown on the survey by Yu-Chiao Lo, PLS dated December 28, 2023, as requested by Alvin Gordon, III.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: MOBLEY, FONSECA, SKIBA, PILIE, COMARDELLE, O' DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE
ABSTAIN: WILSON

And the ordinance was declared adopted this 4th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: March 15, 2024
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: March 16, 2024
AT: 9:42am RECD BY: [Signature]

2024-0087
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 24-3-2
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to R-3 on Lots D-1 and D-2, Square 14, 315-317 Smith Street and 212 Highway 3160, Hahnville as requested by Troy A. Bailey.

WHEREAS, Troy A. Bailey requests a rezoning from R-1A(M) to R-3 on Lots D-1 and D-2, Square 14, Hahnville as shown on the survey by R.P. Bernard, PLS dated June 8, 2006; 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 February 1, 2024.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A(M) to R-3 on Lots D-1 and D-2, Square 14, Hahnville as shown on the survey by R.P. Bernard, PLS dated June 8, 2006, as requested by Troy A. Bailey.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A(M) to R-3 on Lots D-1 and D-2, Square 14, Hahnville as shown on the survey by R.P. Bernard, PLS dated June 8, 2006, as requested by Troy A. Bailey.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O' DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 4th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: March 15, 2024
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: March 16, 2024
AT: 9:42am RECD BY: [Signature]

2024-0088
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 24-3-3
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to R-1M and M-1 on Lot 19, Pecan Grove Plantation Subdivision, 12320 River Road, Destrehan as requested by Anna Nelson for DNA Real Estate, LLC.

WHEREAS, Anna Nelson for DNA Real Estate, LLC requests a rezoning from O-L to R-1M and M-1 on Lot 19, Pecan Grove Plantation Subdivision, Destrehan as shown on the survey by J.R. Ruello, PLS dated December 7, 2023 and the plan by Danny J. Hebert, P.E. dated January 8, 2024; 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 February 1, 2024.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from O-L to R-1M and M-1 on Lot 19, Pecan Grove Plantation Subdivision, Destrehan as shown on the survey by J.R. Ruello, PLS dated December 7, 2023 and the plan by Danny J. Hebert, P.E. dated January 8, 2024, as requested by Anna Nelson for DNA Real Estate, LLC.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from O-L to R-1M and M-1 on Lot 19, Pecan Grove Plantation Subdivision, Destrehan as shown on the survey by J.R. Ruello, PLS dated December 7, 2023 and the plan by Danny J. Hebert, P.E. dated January 8, 2024, as requested by Anna Nelson for DNA Real Estate, LLC.

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

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

YEAS: FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, FISHER, DEBRULER
NAYS: MOBLEY, O'DANIELS
ABSENT: NONE

And the ordinance was declared adopted this 4th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: March 15, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: March 16, 2024
AT: 9:42am RECD BY: _____

2024-0085
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)

ORDINANCE NO. 24-3-4
An ordinance approving and authorizing the execution of an Agreement between Adams and Reese, LLP, and St. Charles Parish for governmental affairs representation.

WHEREAS, Adams and Reese, LLP, has provided direct representation before the Federal Government, including Congress, the Administration and various Federal Agencies, along with representation before various State Government Agencies, for various Local Parishes, State and Local Agencies; and,

WHEREAS, it is the desire of the St. Charles Parish Council to obtain the services of Adams and Reese, LLP.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement for services between Adams and Reese, LLP, and St. Charles Parish 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: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 4th day of March, 2024, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: March 15, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: March 16, 2024
AT: 9:42 am RECD BY: _____

AGREEMENT

THIS AGREEMENT is made and effective as of the ____ day of _____, 2024 by

and between ST. CHARLES PARISH, a government entity of the State of Louisiana, acting herein

by and through its President, Matthew Jewell, who is duly authorized to act on behalf of said

Parish, (hereinafter called St. Charles Parish) and Adams and Reese, LLP, a corporation acting

herein by and through its duly authorized representative (hereinafter called Consultant).

Whereas, in consideration of the mutual promises and covenants set forth herein, St.

Charles Parish and Consultant agree to the following terms and conditions:

1. Duties and Responsibilities of Consultant:

a. St. Charles Parish does hereby retain the services of Consultant and Consultant hereby agrees to provide these services to St. Charles Parish all according to the terms set out in this Agreement. The principal duties of Consultant shall be to provide services as follows:

i. Advise and consult on behalf of St. Charles Parish with the Executive and Legislative branches of the State of Louisiana and Federal Governments, and all their departments and agencies, as may be deemed necessary to further the interest of St. Charles Parish;

ii. Obtain and furnish to St. Charles Parish such information as may be available on State and Federal programs and regulatory matters in which the Parish indicated an interest;

iii. Review, evaluate and advise the Parish of State and Federal government, executive, legislative and administrative proposals, rules, and regulations in which St. Charles Parish expresses an interest;

iv. Review, evaluate and advise St. Charles Parish on proposals which are prepared for submission to State and Federal agencies, when requested;

v. Act as liaison with the Louisiana State Legislature and Louisiana Federal Congressional Delegation and keep it informed of the interest and position of St. Charles Parish on pending legislation;

vi. Assist St. Charles Parish regarding appearances by Parish officials before Congressional committees and administrative agencies and arrange appointments upon request;

vii. Appear and represent St. Charles Parish before State and Federal Congressional committees upon request;

viii. Initiate contact with State and Federal agencies to promote the interests of St. Charles Parish when Parish proposals are under consideration by such State and Federal agencies to obtain the most favorable consideration;

ix. Advise, consult, and assist with representatives of the private section who

are engaging in, or endeavoring to engage in State and Federally assisted

economic development when requested by St. Charles Parish;

x. Appear before the Parish President and/or Council whenever requested

to do so by the Parish President and/or Council for the purpose of providing

information and answering questions regarding matters covered by this agreement.

b. In providing the services described herein, Consultant shall be available to St.

Charles Parish at times mutually agreeable to both parties during the period

this Agreement is in effect.

11. Terms and Agreement:

a. This Agreement shall be effective for a period of two (2) years (twenty-four months) beginning March 8, 2024, and can be extended by agreement of the parties for two additional one (1) year terms (twenty-four months) The Agreement may be terminated for cause or upon the death or incapacitating disability of Consultant. In the event of termination, any compensation accrued but unpaid at the time of the termination shall be paid to the Consultant or his assigns.

b. This Agreement further contemplates that Consultant shall, from time to time, be called upon to provide special services for St. Charles Parish over and above those specified herein, but yet undefined, which services shall be referred to as "special other services or projects", the details of which shall be set forth in a separate written supplement to this Agreement at the time any "special project" is assigned by St. Charles Parish to Consultant. Consultant shall not be compensated for any "special other services or projects" unless said services and payment are specifically agreed upon and approved in writing by St. Charles Parish prior to beginning the "special other services or projects".

c. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party.

III. Compensation:

a. Beginning March 8, 2024, St. Charles Parish agrees to pay Consultant a fee of One Hundred Seventy Thousand Dollars and No Cents (\$170,000.00) per annum (paid at a rate of \$ 14, 166.66 per month) for the period this contract is in effect to carry out the terms and conditions of this Agreement for the services referenced herein. The fee shall be paid per month enumerated on the request for payment form approved by St. Charles Parish.

b. Consultant is an independent contractor and, therefore, shall not be entitled to any employee benefits of St. Charles Parish.

c. Payment to the Consultant shall be by check to Consultant (tax identification number 72-0424362). Such payment shall discharge St. Charles Parish of any further obligation with regard to the services performed for which payment has been made.

IV. Confidentiality:

a. Consultant acknowledges that in the course of performing assignments for St. Charles Parish, Consultant will be exposed to confidential, proprietary, educational and administrative information of St. Charles Parish. Any confidential information acquired by the Consultant shall not be disclosed by it to others or used for Consultant's own benefit. The obligations of Consultant under this paragraph shall survive termination of this Agreement. Consultant shall have no obligation to keep confidential information that (a) was known to Consultant, as evidenced by its written records, prior to receipt of authoritative disclosures; or that (b) hereinafter becomes generally known to the public through no fault of Consultant.

V. Consultant maintains professional liability insurance with appropriate coverage limits and agrees to provide a declaration page showing these limits upon request Adams and Reese agrees to indemnify St. Charles Parish only for those actual damages resulting from a breach of its professional responsibility to St. Charles Parish that are covered by its professional liability insurance. Nothing in this paragraph shall be interpreted to extend the applicable statute of limitation or repose for filing a professional liability claim arising from this engagement and it is agreed that the time period for St. Charles Parish filing any such claim is the same as would apply under the law if this agreement had not been reached.

VI. Insurance:

a. Consultant shall secure and maintain at its expense professional liability insurance in at least the sum of \$1,000,000.00.

b. All certificates of insurance shall be furnished to St. Charles Parish and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to St. Charles Parish.

VII. 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.

VIII. Other:

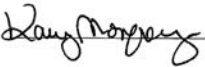
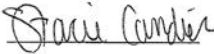
This Agreement constitutes the entire agreement between the parties. There are no

understandings, agreements, or representations, oral or written, not specified withing this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

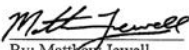
This Agreement shall be effective on March 8, 2024 and shall terminate on March 8, 2026, unless otherwise extended, re-negotiated or terminated for as set forth above herein.

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

WITNESSES:

ST. CHARLES PARISH

By: 
Matthew Jewell
Parish President

3-5-24

Date:

WITNESSES:

ADAMS AND REESE, LLP
CONSULTANT

By:

Date:

2024-0090
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 24-3-5

An ordinance approving and authorizing the execution of Change Order No. One (1) for the Barber Road Bank Stabilization, (Project No. P210702), to increase the contract amount by \$64,659.69 and increase the contract time by 7 calendar days.

WHEREAS, Ordinance No. 21-10-2 adopted on October 18, 2021, by the St. Charles Parish Council, approved and authorized a professional service agreement with Richard C. Lambert Consultants, LLC, to perform engineering services for Barber Road Bank Stabilization (Project No. P210702), in the not to exceed amount of \$243,028.00; and,

WHEREAS, Ordinance No. 23-5-6 adopted on May 22, 2023, by the St. Charles Parish Council, approved Amendment No. 1 to the agreement with Richard C. Lambert Consultants, LLC, to perform engineering services for Barber Road Bank Stabilization (Project No. P210702), to add items for Construction Management and Resident Inspection in the not to exceed amount of \$135,616.00; and,

WHEREAS, Ordinance 23-6-7 adopted June 5, 2023, by the St. Charles Parish Council, approved and authorized the execution of contract with Command Construction, LLC, for the Barber Road Bank Stabilization, (Project No. P210702) in the amount of \$2,880,543.00; and,

WHEREAS, it is necessary to amend the construction contract to adjust the contract quantities with revised quantities, due to unforeseen circumstances, resulting in an increase to the contract amount by \$64,659.69 and increase the contract time by 7 calendar days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. One (1) for the Barber Road Bank Stabilization, (Project No. P210702), to increase the contract amount by \$64,659.69 and increase the contract time by 7 calendar days is hereby approved and accepted.

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

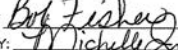
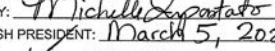
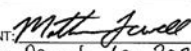
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 4th day of March, 2024 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
DLVD/PARISH PRESIDENT: March 5, 2024
APPROVED:  DISAPPROVED: _____
PARISH PRESIDENT: March 6, 2024
RETD/SECRETARY: March 6, 2024
AT: 9:42 am RECD BY: 

SECTION 00806

CHANGE ORDER

No. One (1)

DATE OF ISSUANCE 1/10/2024

EFFECTIVE DATE 3/5/24

OWNER St. Charles Parish

CONTRACTOR Command Construction Industries, LLC.

Contract: Barber Road Bank Stabilization

Project: Barber Road Bank Stabilization

OWNER's Contract No. P210702

ENGINEER Richard C. Lambert Consultants, LLC

ENGINEER's Contract No. 265-021-001

You are directed to make the following changes in the Contract Documents:

Description: See attached example on how to fill in this information

1. Delete the Following Work Items:

a. Contract Item #S-011: HEADWALL WITH WINGWALLS

Delete in its entirety. 1 Ea @ \$30,000.00 per Each, (-\$30,000.00). See attached cost breakdown for details on page four (4).

Total of Deducted Items = (-\$30,000.00)

2. Add the Following Work Items:

a. New Contract Item #WCD3-001: REMOVE AND REPLACE EXISTING CONCRETE DRIVES

Addition of \$4.0 SY @ \$116.24 per Square Yard, +\$ 6,276.96. See attached cost breakdown for details on page four (4).

b. New Contract Item #WCD6-001: CONFLICT BOX

Addition of 1 Ea @ \$10,724.53 per Each, +\$ 10,724.53. See attached cost breakdown for details on page four (4).

c. New Contract Item #COR7-001: ADJUST DRAIN INLETS (Over 6")

Addition of 1 Ea @ 3,667.20 per Each, +\$ 3,667.20. See attached cost breakdown for details on page four (4).

Total of Added Work Items = (+\$20,668.69)

3. Revise the Following Work Item Quantities:

a. Increase Contract Item #701-03-01022: 18" STORM DRAINPIPE (CPPPDW)

Addition of 85 LF @ \$250.00 per Linear Foot, +\$ 21,250.00. See attached cost breakdown for details on page four (4) and WCD#3 & #5.

b. Increase Contract Item #701-03-01042: 24" STORM DRAINPIPE (CPPPDW)

Addition of 99 LF @ \$350.00 per Linear Foot, +\$ 34,650.00. See attached cost breakdown for details on page four (4) and WCD #4 & #6.

c. Increase Contract Item #711-01-00300: RIP RAP (30 LB, 14" THICK)

Addition of 33.33 SY @ \$100.00 per Square Yard, +\$ 3,333.00. See attached cost breakdown for details on page four (4) and WCD #2, #3, & #5.

d. Increase Contract Item #TS-741-10009: 8" WATER LINE OFFSET

Addition of 2 Ea @ \$10,000.00 per Each, +\$ 20,000.00. See attached cost breakdown for details on page four (4) and WCD #1.

e. Increase Contract Item #S-004: DRAINAGE STABILIZATION WALERS

Addition of 2 Ea @ \$1000.00 per Each, +\$ 2,000.00. See attached cost breakdown for details on page four (4) and WCD #2, & #3.

f. Increase Contract Item # NS-203-00006: EXPLORATORY EXCAVATION

Addition of 34.36 CY @ \$300.00 per Cubic Yard, +\$10,308.00. See attached cost breakdown for details on page four (4) and WCD #7.

g. Decrease Contract Item #701-03-01062: 36" STORM DRAINPIPE (CPPPDW)

Reduction of 39 LF @ \$450.00 per Linear Foot, (-\$17,550.00). See attached cost breakdown on page four (4) for details and WCD#2, #4, #6 including overruns.

Total of Change in Work Items Quantity = (+\$73,991.00)

Reason for Change Order: List a reason for each Line Item listed above. See attached example on how to fill in this information.

1. Deleted Work Items

a. In reference to RFI 009, the existing 60" CMP pipe at Sta. 110+25 is deteriorating along the bottom half of the pipe preventing a proper tie in at the proposed wing wall. SCP determined that excluding the wing wall from the current project scope and addressing it in a future drainage project when it can be completely replaced is the optimal solution.

2. Add Work Items

a. In reference to RFI 11, during a field investigation of an existing pipe outfall at Sta. 121+00, Command discovered a 15" CMP crossing beneath Barber Rd. and tying into a buried drain inlet in a resident driveway. The contractor was directed to replace the existing 15" CMP with 18" Storm Drainpipe (CPPPDW) and adjust the top of existing box to the driveway elevation with closed top frame and cover.

> New Contract Item #WCD3-001: REMOVE AND REPLACE EXISTING CONCRETE DRIVES

b. In reference to RFI #5 & COR #4, during excavation of the existing 24" PVC drain line, Command discovered multiple utility conflicts with the proposed 30" drain line. The contractor was directed to replace the existing D.I. with a conflict box (Brick or CIP) using bituminous coated corrugated steel split casing around the existing sewer house connection and tie in existing 15" RCP drainage to new conflict box. Split casing to be 8" min (up sized from existing 6" sewer line). In addition, replace the existing 24" PVC drain line with 24" STORM DRAINPIPE (CPPPDW) in lieu of the proposed 30" Pipe to avoid existing SFM and gas line utility conflicts.

> New Contract Item #WCD6-001: CONFLICT BOX

c. In reference to COR#7, D.I. #4 was utilized to minimize the additional costs to install a D.I. at the discovered cross drain at Sta. 116+50. However, due to the depth of the existing cross drain the box needs to be bricked up over 6" to bring the top of casing to grade.

> New Contract Item #COR7-001: ADJUST DRAIN INLETS (Over 6")

3. Revise Work Item Quantities

a. \$83,342.49 = Total of Work Change Directives #1 - #7.

b. \$3,667.20 = Total Change Order Request #7.

c. \$7,560.00 = Total overruns for item 701-03-01062 - 30" STORM DRAIN PIPE (CPPPDW) 17 LF.

d. (\$30,000.00) = Total reduction of cost for eliminating S-011 - HEADWALL WITH WINGWALLS.

e. \$64,659.69 = Sum of the above.

*See attached breakdown of contract items on page 4.

Attachments: (List documents supporting change)

1. Page 4 – Change Order breakdown spreadsheet.

2. Pages 5 - 40 – Work Change Directives #1 - #7

3. Pages 41 - 43 – Change Order Request #7

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 2,880,543.00

Net Increase (Decrease) from previous Change Orders

No. ___ to ___:

\$ 0

Contract Price prior to this Change Order:

\$ 2,880,543.00

Net increase (decrease) of this Change Order:

\$ +64,659.69

Contract Price with all approved Change Orders:

\$ 2,945,202.69

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Substantial Completion: 150 Calendar days

Ready for final payment:

(days or dates)

Net change from previous Change Orders No. ___ to No. ___:

Substantial Completion: 0 Calendar days

Ready for final payment:

(days)

Contract Times prior to this Change Order:

Substantial Completion:

Ready for final payment:

(days or dates)

Net increase (decrease) this Change Order:

Substantial Completion: 7 Calendar days

Ready for final payment:

(days)

Contract Times with all approved Change Orders:

Substantial Completion: 157 Calendar days

Ready for final payment:

(days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By:  By:  By: 

ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)

Date: 01/30/2024 Date: 3-5-24 Date: 1/31/2024

2024-0091
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)
ORDINANCE NO. 24-3-6

An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Stuart Consulting Group, Inc., for engineering services for the Eastbank Lift Stations Rehabilitation (Project No. S211203), in the amount not to exceed \$46,090.50.

WHEREAS, Ordinance No. 22-2-6 adopted on February 7, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Stuart Consulting Group, Inc., to perform engineering services for the Eastbank Lift Stations Rehabilitation (Project No. S211203), in the amount not to exceed \$213,780.00; and,

WHEREAS, Ordinance No. 23-11-10 adopted on November 20, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Industrial & Mechanical Contractors, Inc., for construction services for the Eastbank Lift Stations Rehabilitation (Project No. S211203), in the amount of \$1,587,000.00; and,

WHEREAS, On January 12, 2024, St. Charles Parish Council entered into an Agreement with Alpha Testing and Inspection, Inc., for testing services for the Eastbank Lift Stations Rehabilitation Project (Project No. S211203), in the not to exceed amount of \$7,500.00; and,

WHEREAS, the one and only bid opened on October 10, 2023, came in substantially over the initial cost estimate, justifying an increase in engineering and construction management fees for the design consultant Stuart Consulting Group, Inc.; and,

WHEREAS, St. Charles Parish and Stuart Consulting Group, Inc. have mutually agreed upon a not to exceed fee of \$46,090.50 to complete the work, bringing the total contract value to \$259,870.50.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to the Professional Services Agreement with between St. Charles Parish and Stuart Consulting Group, Inc., for additional engineering and construction management services for the Eastbank Lift Stations Rehabilitation (Project No. S211203), in the total amount of \$46,090.50, to increase the overall contract value to \$259,870.50, is hereby approved and accepted.

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

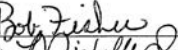
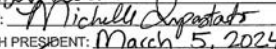
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 4th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
DLVD/PARISH PRESIDENT: March 5, 2024
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: March 6, 2024
RETD/SECRETARY: March 6, 2024
AT: 9:42 am RECD BY: 

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR EASTBANK LIFT STATIONS
REHABILITATION

THIS AMENDMENT NO. 1 is made and entered into on this ___ day of _____, 2024;

BY AND BETWEEN:

ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and

STUART CONSULTING GROUP, INC., represented herein by Thomas J. Martin, Jr., P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "CONSULTANT");

WHEREAS, On February 7, 2022, the St. Charles Parish Council adopted Ordinance No. 22-2-6 to authorize an Agreement between St. Charles Parish and Stuart Consulting Group, Inc., to perform engineering services for the Eastbank Lift Stations Rehabilitation project (Project No. S211203), in the not to exceed amount of \$213,780.00; and,

WHEREAS, On November 20, 2023, the St. Charles Parish Council adopted Ordinance No. 23-11-10 to authorize a Contract between St. Charles Parish and Industrial & Mechanical Contractors, Inc., for construction services for the Eastbank Lift Stations Rehabilitation project (Project No. S211203), in the amount of \$1,587,000.00; and,

WHEREAS, On January 12, 2024, St. Charles Parish Council entered into an Agreement with Alpha Testing and Inspection, Inc., for testing services for the Eastbank Lift Stations Rehabilitation project (Project No. S211203), in the not to exceed amount of \$7,500.00; and,

WHEREAS, the one and only bid opened on October 10, 2023, came in substantially over the initial cost estimate, justifying an increase in engineering and construction management fees for the design consultant Stuart Consulting Group, Inc.; and,

WHEREAS, St. Charles Parish and Stuart Consulting Group, Inc. have mutually agreed upon a not to exceed fee of \$46,090.50 to complete the work, bringing the total contract value to \$259,870.50.

ATTACHMENT “C” PROJECT COMPENSATION
Delete entire Attachment “C” and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2024.

Witnesses: ST. CHARLES PARISH
By: Matthew Jewell
Matthew Jewell
Parish President
Date: 3-5-24

STUART CONSULTING GROUP, INC.

By: _____
Thomas J. Martin, Jr., P.E.
President/Director

Date: _____

ATTACHMENT “C”
PROJECT COMPENSATION
EASTBANK LIFT STATIONS REHABILITATION
Project No. (S211203)

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

- a. The total compensation for basic services as described in Attachment A is estimated to be \$110,500.00 based on the following estimated distribution of compensation:

Phase	Initial Contract Fee	Amendment No. 1	Total Fee
Preliminary Design Phase (~25%)	\$33,150.00	\$8,301.00	\$41,451.00
Final Design Phase (~40%)	\$44,200.00	\$12,706.50	\$56,906.50
Bid Phase (~10%)	\$5,525.00	\$9,891.00	\$15,416.00
Construction Phase (~25%)	\$27,625.00	\$15,192.00	\$42,817.00
Total Fee	\$110,500.00	\$46,090.50	\$156,590.50

- b. ENGINEER may alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for ENGINEER’s services under Attachment A will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class, plus ENGINEER’s CONSULTANT’s charges.
- d. The Standard Hourly Rates charged by ENGINEER constitute full and complete compensation for ENGINEER’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include ENGINEER’s CONSULTANT’s charges.
- e. ENGINEER’s Standard Hourly Rates are attached to this Agreement as Appendix A.

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

- a. Surveying \$11,980.00
1. Wildcat Lane \$4,660.00
2. East Street \$3,660.00
3. Clayton Street \$3,660.00
- b. Geotechnical Investigation \$5,800.00

OWNER shall pay ENGINEER for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of ENGINEER’s Resident Project Representative, if any, under Attachment A, the Hourly Rate ‘Not to Exceed’ amount of \$85,500. The Hourly Rate includes compensation for the Resident Project Representative’s services. Appropriate amounts have been incorporated in the Hourly Rate to account for labor costs, overhead, profit, and expenses related to the Resident Project Representative’s Services.
2. Resident Project Representative Schedule: The Hourly Rate amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 60-day construction schedule.

Attachment C-1

Stuart Consulting Group, Inc.
Standard Rates (2021)

Classification	Rate
Accountant	\$ 178.00
Administrator	\$ 103.00
Administrative Assistant	\$ 66.00
Assistant Project Manager	\$ 134.00
CAD Designer	\$ 110.00
Construction Manager	\$ 114.00
Construction Representative	\$ 89.00
Debris Monitor	\$ 64.00
Debris Program Manager	\$ 121.00
Document Control Specialist	\$ 118.00
Drafter	\$ 94.00
Engineer I	\$ 120.00
Engineer II	\$ 131.00
Engineer III	\$ 146.00
Engineer IV	\$ 178.00
Engineer V	\$ 211.00
Engineer VI	\$ 257.00
Engineer VII	\$ 281.00
Engineer VIII	\$ 365.00
GIS Analyst	\$ 117.00
Grant Specialist	\$ 154.00
Intern	\$ 61.00
IT Technician	\$ 150.00
Mitigation Specialist	\$ 182.00
Operations Manager	\$ 79.00
Principal	\$ 358.00
Program Manager	\$ 229.00
Project Manager	\$ 209.00

Resident Inspector	\$ 83.00
Senior CAD Designer	\$ 149.00
Senior Construction Manager	\$ 160.00
Senior GIS Analyst	\$ 156.00
Senior Program Manager	\$ 264.00
Senior Project Manager	\$ 244.00
Senior Resident Inspector	\$ 94.00
Senior Surveyor	\$ 150.00
Surveyor	\$ 130.00

2024-0092
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)

ORDINANCE NO. 24-3-7

An ordinance approving and authorizing the execution of a Professional Services Agreement with G.E.C., Inc., to perform engineering services for the Hahnville WWTP Capacity Upgrades (Project No. S240201), in the amount not to exceed \$107,500.00.

WHEREAS, the Parish desires to upgrade the capacity at the Hahnville Wastewater Treatment Plant (WWTP); and,

WHEREAS, the upgrade will include modifications to the headworks, clarifiers, electrical system and sludge building; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and G.E.C., 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 G.E.C., Inc., for services as required by the Department of Wastewater, for the Hahnville WWTP Capacity Upgrades (Project No. S240201), in the not to exceed amount of \$107,500.00, is hereby approved and accepted.

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

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 4th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fiala
SECRETARY: Michelle Capatolo
DLVD/PARISH PRESIDENT: March 5, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: March 6, 2024
AT: 9:42am RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the 6th day of March, 2024 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 G.E.C., Inc., a corporation acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for HAHNVILLE WWTP CAPACITY UPGRADES Project No. S240201 as described in Ordinance No. 24-3-7 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:

HAHNVILLE WWTP CAPACITY UPGRADES
Project No. S240201

- 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, if applicable, 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 are received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids 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, which ever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen’s Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 12.5 CONSULTANT shall secure and maintain at its 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-RS. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker’s compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker’s Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

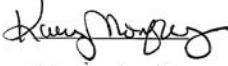
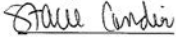
CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment “D”.

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.

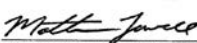
WITNESSES:

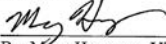
WITNESSES:




ST. CHARLES PARISH


By: Matthew Jewell, Parish President
3-5-24
Date:

G.E.C., Inc.


By: Many Heymann, Vice President of Operations
3-6-24
Date:

ATTACHMENT “A”

HAHNVILLE WWTP CAPACITY UPGRADES
Project No. S240201

Project Scope:

Review and analyze potential solutions to increase capacity at the Hahnville Wastewater Treatment Plant (WWTP), specifically within the existing clarifiers via equipment installation.

Along with the generic scope of the Conceptual Phase, the CONSULTANT shall complete the following tasks that will then be described in detail in the Conceptual Report:

- Obtain and review existing as-built information
- Visit the plant as necessary
- Review proposed equipment upgrades and improvements
- Meet with various equipment suppliers of the proposed equipment
- Analysis of existing and proposed plant processes with implementation of proposed equipment options
- Existing electrical system review, assessment and analysis for proposed upgrades

- Prepare both a Preliminary and Final Conceptual Report, Preliminary Report to be reviewed by OWNER and comments/revisions made by CONSULTANT to generate Final Report
- Prepare planning stage cost estimates
- Louisiana Department of Environmental Quality (LDEQ) Loan review and assistance on an as-needed basis

CONCEPTUAL PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a. Consult with OWNER to define and clarify OWNER’s requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc.; required for design.
- b. Identify potential solution(s) to meet OWNER’s Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER’s Project requirements.
- c. Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.
- d. Develop a scope of work for additional professional services (i.e. survey, geotech, etc.) necessary for design.
- e. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and CONSULTANT’s recommended solution(s). For each recommended solution, CONSULTANT will provide the following, to include; but not limited to:
 - 1. Opinion of probable Construction Cost;
 - 2. The estimated total costs of design, professional, and related services to be provided by CONSULTANT and its SUBCONSULTANTS;
 - 3. A tabulation of other items and services included within the definition of Total Project Costs.
- f. Furnish three review copies of the Report to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT’s services under the Conceptual Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Conceptual Report.

PART 1 – BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

Upon written acceptance by OWNER of the Conceptual Report, selection by OWNER of a recommended solution, and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.
- d. Provide written notice to all utility companies (private and public) about the project and request utility “as-built” information from them.
- e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER’s contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT’s services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

B. FINAL DESIGN PHASE

Upon written acceptance by OWNER of the final Preliminary Design Phase documents and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
- b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.
- c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications.
- d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.
- e. Prepare a detailed Final Cost Estimate.
- f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions. CONSULTANT’s services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

C. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER’s schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR’s Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible “RECORD” drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR’s executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

PART 2 – ADDITIONAL SERVICES

A. SURVEY (IF NEEDED)

CONSULTANT shall obtain a contract with a Licensed Professional Surveyor to complete the work as outlined in the scope of survey work the CONSULTANT developed in the Preliminary Design Phase of the project. The survey’s purpose is to locate all existing features both manmade and natural, above ground and subsurface within the project limits. The survey shall include the following elements:

- 1. Established baselines and temporary benchmarks along the project corridor and specified datums used,
- 2. Utilities as shown after contacting Louisiana One Call,
- 3. Descriptions, locations, depths, and sizes of all pipes within the project,
- 4. Descriptions, locations, diameters of all trees within the project,
- 5. Ground elevations within the project limits to properly develop contours,
- 6. Locations of all buildings, fences, and other structures,
- 7. Cross sections along roadways at 100-foot intervals minimum,
- 8. Cross sections along ditches at 50-foot intervals minimum,
- 9. Locations of all apparent rights-of-way and servitudes.

Survey shall be submitted to the Parish both in PDF and CAD format.

Data Collection and Processing:

- 1. Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation located within the vicinity may be used in lieu of setting new monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

Project Control:

- 1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.
- 2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.
- 3. All existing monuments used in the establishment of the project control network must have documentation as described above.
- 4. The Surveyor shall acquire the elevation and datum of all bench marks to be used in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

- 1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
 - a. Designation - the “name” of the mark used.
 - b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
 - c. PID - Permanent Identifier
 - d. GEOID – Geoid model used (ex. 12B)
 - e. Epoch – ex. 2010
 - f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
 - g. Orthometric Height – Z (Feet)
 - h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
 - i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)
 - j. Horizontal and vertical accuracy
 - k. Units
 - l. Scale factor

B. GEOTECHNICAL INVESTIGATION (IF NEEDED)

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT

developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

1. (1) one to (2) two undisturbed soil borings located within proximity to the project location
2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions
4. Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific
5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

C. PERMITTING

CONSULTANT shall develop permit drawings, applications, supporting information and obtain all permits as required for the project, including, but not limited to, the following:

1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
2. U.S. Army Corps of Engineers (Section 404 permit)
3. LA Wildlife & Fisheries (Scenic Rivers permit)
4. LA Department of Health (LDH)
5. LA Department of Environmental Quality (LDEQ)
6. Cultural Resources
7. Railroad Permitting

CONSULTANT shall also attend permit meetings as necessary and address all questions and comments received from any agency to ensure receipt of all necessary approvals.

D. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative (“RPR”), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT’s representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

1. RPR’s dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
4. Comply with Site safety programs.
5. Serve as CONSULTANT’s liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER’s liaison with CONTRACTOR when CONTRACTOR’s operations affect OWNER’s On-Site operations.
6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER’s personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR’s hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Participate in CONSULTANT’s and OWNER’s visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
13. Resident Project Representative shall not:
 - a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
 - b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
 - c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
 - d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

ATTACHMENT “B”

HAHNVILLE WWTP CAPACITY UPGRADES
Project No. S240201

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

	<u>Number of Days to Complete</u>
Conceptual Design Phase	120
Preliminary Design Phase	60
Final Design Phase	90
Bid Phase	45
Construction Phase	TBD

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT’s services is impaired, or CONSULTANT’s services are delayed or suspended, then the time for completion of CONSULTANT’s services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT’s services, then the time for completion of CONSULTANT’s services shall be adjusted equitably.

3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT “C”

HAHNVILLE WWTP CAPACITY UPGRADES
Project No. S240201

OWNER shall pay CONSULTANT a Lump Sum amount of \$100,000.00 for the Work on the Conceptual Phase Report portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

- a. The Lump Sum amount is to be broken down as follows:

1. Preliminary Conceptual Report \$75,000.00
2. Final Conceptual Report \$25,000.00

- b. The Lump Sum includes compensation for CONSULTANT’s services and services of CONSULTANT’s SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.

- c. Compensation for Conceptual Phase work will be included in the overall Basic Services design fee, as based on a percentage of the estimated construction cost developed during the Conceptual Phase.

OWNER shall pay CONSULTANT on a Not to Exceed basis for Loan Application Review and Assistance for the current loan the OWNER has with Louisiana Department of Environmental Quality (LDEQ), in the amount of \$7,500.00, to be billed based on the hourly rates as listed in Attachment C-1.

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

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

1. Preliminary Design Phase (30%) \$TBD
2. Final Design Phase (40%) \$TBD
3. Bid Phase (5%) \$TBD
4. Construction Phase (25%) \$TBD

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

- c. The amounts billed for CONSULTANT’s services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT’s employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT’s SUBCONSULTANT’s charges.

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

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

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

- a. Surveying (if needed) \$TBD
- b. Geotechnical Investigation (if needed) \$TBD
- c. Permitting \$TBD

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of CONSULTANT’s Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$TBD, at the hourly rate as listed in Attachment C-1.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD-day construction schedule.

ATTACHMENT “D”

HAHNVILLE WWTP CAPACITY UPGRADES
Project No. S240201

Compliance Provisions for Federally Assisted Professional Services Contracts

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5. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
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EQUIPMENT OR SERVICES (2 C.F.R. § 200.216) - Applies to all contracts

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' 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.
1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1. This clause does not prohibit contractors from providing—
- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such

equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:
- i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

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

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

Attachment C-1

G.E.C., Inc. Rate Sheet		
Administrative	\$	87.00
Biologist	\$	86.00
CADD Drafter	\$	70.00
CADD Technician	\$	92.00
CADD Operator	\$	128.00
Clerical	\$	84.00
Engineer	\$	149.00
Sr. Civil Engineer	\$	154.00
Electrical Engineer	\$	140.00
Sr. Electrical Engineer	\$	165.00
Environmental Professional	\$	129.00
Environmental Project Manager	\$	210.00
GIS Analyst	\$	92.00
Inspector	\$	82.00
Inspector - Certified	\$	86.00
Inspector - Lead	\$	94.00
ITS Technician - Lead	\$	100.00
Pre-Professional	\$	100.00
Principal	\$	258.00
Project Office Manager	\$	94.00
Supervisor - Engineer	\$	210.00
Supervisor - Other	\$	218.00
Technician - Senior	\$	125.00

2024-0093

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. 24-3-8

An ordinance approving and authorizing the Parish President to execute a Lease Agreement with Jackie Bee Investments, LLC, to temporarily house the Clerk of Court, Tax Collections and Licenses offices.

WHEREAS, the parish seeks to renovate and modernize the Clerk of Court's offices, the Tax Collections and Licenses office, on the first floor of the courthouse; and,
WHEREAS, it is safer and will be more efficient to have the employees utilizing these offices relocated during the time of construction; and,
WHEREAS, the parish intends to lease 7,035 sq. ft. at 15 Dufresne loop in Luling, Louisiana to temporarily house the Clerk of Court's offices, Tax Collections and Licenses office; and,

WHEREAS, the term of the lease is an 8 month period.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the lease between Jackie Bee Investments, LLC, and St. Charles Parish for office space to house the Clerk of Court's office, Tax Collections and Licenses offices is hereby approved and accepted.

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

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 4th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Barry Fisher
SECRETARY: Michelle Capodato
DLVO/PARISH PRESIDENT: March 15, 2024
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: March 16, 2024
AT: 9:42 am RECD BY: [Signature]

Commercial Lease

I. Parties

Jackie Bee Investments, LLC, a Louisiana Limited Liability Company represented by Corporate Realty Leasing Co., Inc. (hereinafter referred to, whether one or more, as "Lessor") hereby Leases to St. Charles Parish (hereinafter referred to, whether one or more, as "Lessee"), that certain space located at 15 Dufresne Loop, Luling, Louisiana 70070 ("Leased Premises"). The total square footage of the Leased Premises is 7,035 S.F., as depicted on the building plan attached hereto as Exhibit "A". The term "Building" shall mean the building located at 15 Dufresne Loop, Luling, Louisiana, 70070 inclusive of adjoining parking areas.

II. Term

The primary term of this Lease is for a period of 8 Months and shall begin March 1, 2024, or the date that the Leased Premises are vacated by the last of the current tenants who are St. Charles Parish Government and St. Charles Parish Sheriff's office, whichever occurs last (the "Commencement Date"), and expire on October 31, 2024 (such period, the "term" or "Term"). Prior to the expiration of the Lease term and/or holdover, Lessee shall provide Lessor forty-five (45) days' written notice of its intent to vacate the Leased Premises. Lessor will deliver possession of the Leased Premises to Lessee on the Commencement Date.

III. Rental and Place of Payment

The Lease is made for and in consideration as follows:

Monthly Rental \$11,000.00/Month (\$18.76/SF/Year fully serviced)
(includes all utilities costs)

Rental payments will remain the same during the entire primary term of this Lease. The first rental payment will be due March 1, 2024. All subsequent rental payments are due on the 1st of each month for each succeeding calendar month throughout the term of this Lease.

All rental payments are to be made out to Jackie Bee Investments, and mailed to Corporate Realty Inc., 1450 Poydras Street, Suite 404, New Orleans, Louisiana 70112. All rental amounts due under this Lease shall be payable monthly in advance and shall be payable on the first of each month. All payments of rent shall be made as set forth herein. Any rent payment not received by the tenth of the month shall be considered delinquent, and Lessee agrees to pay to Lessor \$75.00 per day for each day that the rent is delinquent.

IV. Utility Charges

Lessor shall pay all charges for electricity, natural gas, water, and sewerage consumed on and furnished to the Leased Premises, including those used for air-conditioning and heating purposes, as well as costs of garbage collection costs.

V. Use of Premises

Lessee shall use the Leased Premises as a public clerk of court office, and related uses, consistent with all applicable zoning and other governmental regulations. The Leased Premises shall not be used for any unlawful purpose, or any purpose which would damage or depreciate the building, normal wear and tear accepted. Any hazardous materials or other such items stored in or on the Leased Premises shall be done in compliance with all local and state environmental laws and regulations. Lessee will be solely responsible for the costs of any cleanup related to such items and shall fully indemnify Lessor from any liability from same.

VI. Property Condition

Lessor warrants that all building systems (HVAC, plumbing, electrical, etc.) are in good working condition as of the execution of this Lease. Lessee accepts the property in its "as is where is" condition as of the execution date of this Lease.

VII. Lessee's Tax Responsibility

Before delinquency, Lessee shall pay for all personal property taxes assessed, if any, during the term of the Lease on and against all inventory, furniture, trade fixtures, apparatus, equipment, or personal property placed by Lessee on the Leased Premises (jointly the "Moveable Items") and for no other taxes related to the Leased Premises or the Building. It is the intent of the parties that Lessee shall be responsible for all taxes on any moveable items in the Leased Premises placed in same during the term of this Lease and any extensions thereof. Lessor shall be solely responsible for the payment of all real property taxes and assessments on the Leased Premises and the Building.

VIII. Insurance

At all times during the term of this Lease and as part of the consideration for this Lease, Lessee shall provide and maintain, at Lessee's expense, in favor of Lessee as the insured Comprehensive General Liability Insurance with combined single minimum limits of not less than \$1,000,000 per occurrence and an aggregate of not less than \$3,000,000.00 for bodily injury and property damage liability.

If possible, the policy providing such insurance shall name Lessor as additional insured and a certificate or verification of insurance, evidencing such insurance, shall be delivered to the Lessor within seven (7) days after the execution of this Lease. Thereafter, all renewals thereof are to be delivered to Lessor at least five (5) business days in advance of the expiration date of the existing policy or policies.

The foregoing insurance shall be carried with a responsible insurance company authorized to transact business in the State of Louisiana. Lessee shall deliver to Lessor written verification evidencing such insurance in form reasonably acceptable to Lessor, provided that if the Leased Premises are mortgaged during the period of this Lease, such verification shall be delivered to the mortgagee, if requested by the mortgagee.

In the event Lessee should, for any reason whatsoever, fail to keep the Leased Premises insured or fail to deliver to Lessor, as aforesaid, the certificate or verification of insurance and the renewals thereof, then Lessor, if it so elects, may itself have such insurance effected in such amounts and in such companies as Lessor may deem proper and may pay the premiums. The Lessee covenants and agrees that, within five (5) days after payment and demand therefore by Lessor, Lessee shall immediately repay the amount so paid by Lessor as premiums, together with legal interest thereon, from date of such payment until said amount is repaid.

Lessor shall carry at Lessor's sole cost, Comprehensive General Liability Insurance with combined single minimum limits of not less than \$500,000 per occurrence and an aggregate of not less than \$1,000,000.00 for bodily injury, and Property Damage (Wind, Hail, and Fire) insurance on the building in amounts not less than its replacement value.

Notwithstanding any other provision of this Lease, Lessor and Lessee hereby waive and mutually release each other from any rights each may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be (whether or not such loss or damage is caused by the fault or sole or concurrent negligence of the other party), to their respective property, the premises, its contents or to any other portion of the premises arising from any risk that is covered by any insurance required to be carried under this Lease. All insurance policies carried with respect to this Lease, if permitted under applicable law, shall contain a provision whereby the insurer waives, prior to loss, all rights of subrogation against either Lessor or Lessee.

IX. Repairs/Maintenance

Lessor warrants that all electrical, mechanical, and plumbing systems are in working order as of commencement date of the Lease. Lessor will be responsible for maintenance and repair of the building exterior, structure, mechanical, and electrical, as well as plumbing systems and fixtures, including any building systems serving the Leased Premises exclusively (subject to Lessor's warranties) unless such repair was necessitated because of an act or omission on the part of Lessee. Lessor shall maintain the non-structural day-to-day portions of the interior of the Leased Premises in good repair and condition, ordinary wear and tear excepted. Lessee will be responsible for repair and maintenance of all floor, wall, and ceiling surfaces (unless damaged because of Lessor's use and/or negligence), as well as the replacement of any windows or plate glass. Lessee will also be responsible for interior electrical maintenance, HVAC cleaning and maintenance, regular changing of HVAC filters, light bulb replacement supplying, mounting, and annual inspection of fire extinguishers required by Louisiana State Fire Marshall's Office. Lessor will be responsible for air conditioning and heating replacement. Lessor, at its sole cost, will also be responsible for maintenance, repair, and replacement of (i) the property's common areas (parking areas, driveways, landscaping, parking area lighting, fences, etc.), (ii) all building systems, and (iii) the building's roof (structure and membrane), structural components, roof, exterior walls and doors, floor slab and below floor plumbing systems. At the termination of this Lease, Lessee shall return the Leased Premises to Lessor, in like order and condition as received, broom clean and free from trash, ordinary decay, wear and tear and casualty accepted, and shall deliver the keys to the Leased Premises to Lessor.

X. Indemnification

Lessee shall indemnify, protect, save and hold harmless the Lessor, their agents, successors, and assigns from and against all reasonable losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of Lessee's use, interior condition or Lessee's operation of the Leased Premises; provided however, that Lessee will not be liable for Lessor's negligence and/or intentional torts, or for costs resulting from the failure of the Leased Premises to comply with building code or other legal requirements; nor shall Lessee be liable for the economic consequences to Lessor of Lessee's lawful and rightful use and operation of the Leased Premises in accordance with this Lease. Lessor agrees to indemnify, protect, save and hold harmless the Lessee, its agents, successors, and assigns, from any liability arising from injury to persons, or damage to property in, on, or around the Leased Premises, occasioned by the willful act or neglect of the Lessor or their agents, servants, employees, successors, and assigns.

XI. Alterations or Additions by Lessor and Lessee

Lessee, with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, may make at their sole costs, alterations and/or additions to the Leased Premises and such improvements, other than moveable trade items, shall become the property of Lessor upon termination of this Lease, without compensation therefore to Lessee.

XII. Public Authorities

Lessor warrants, that on the commencement day of the Lease, the Leased Premises will comply with all applicable laws, ordinances, rules, and regulations of governmental authorities ("Applicable Law"); and, that during the term of the Lease, Lessor shall comply with all applicable laws regarding the building. After commencement of the Lease, Lessee shall comply with all applicable laws relating to the Leased Premises and Lessee's use and occupancy thereof.

XIII. Signs by Lessee

Subject to Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed, Lessee shall have the right to erect and maintain signs advertising Lessee's business on the interior and exterior of the Leased Premises, provided that such signs shall be erected and maintained in accordance with the rules and regulations of the properly constituted authorities. Lessee shall remove all such signs at the expiration of this Lease and shall repair any damage to the Leased Premises caused by the erection, maintenance, or removal thereof. Lessor agrees that the Lessee will have signage space on the marquee in the front of the building.

XIV. Entry by Lessor

Lessor shall have the right upon Eight (8) Hours verbal notice during normal business hours, except in case of emergency, to enter the Leased Premises at all reasonable times for the purpose of inspecting the same or showing same to prospective renters or purchasers so long as Lessor does not interfere with Lessee's business operations.

XV. For Sale and For Rent Signs - Inspection by Prospects

Lessor shall have the right to place the usual "For Sale" sign on the Leased Premises at any time during the term of this Lease and the usual "For Rent" sign on the Leased Premises during the last sixty (60) days of the term of this Lease, or any option period, assuming Lessee does not exercise its option to renew. Such signs shall not unreasonably detract from the image of the building or cover any doors or windows to the Leased Premises. Subject to Article XIV above, Lessee agrees to allow persons authorized by Lessor to inspect the Leased Premises during the term of the Lease or any option period with the view of purchasing the same, and during the last sixty (60) days of the term of this Lease with the view of renting the same, such inspections Monday through Friday between 9:00 a.m. and 5:00 p.m. and upon prior reasonable notice, provided that an employee or representative of Lessee must accompany persons during any such inspections so long as Lessor

does not interfere with Lessee's business operations.

XVI. Surrender of Possession

Upon expiration or termination of this Lease, Lessee shall surrender possession of the Leased Premises immediately to Lessor. Any holding over by Lessee shall not operate, except by written agreement, to extend or renew this Lease, but in such case, Lessor may terminate Lessee's occupancy at once or may consider such occupancy to be from month to month; and Lessee in the event of such holding over without Lessor's consent, shall pay 1.5 times the rent stipulated in this Lease, together with such loss or damage as may be caused to Lessor by such holding over.

XVII. Subleasing or Assignment

Notwithstanding any provision of this Lease to the contrary Lessee may sublet all or any portion of the Leased Premises or assign the Lease to any entity that, directly or indirectly, controls Lessee, is controlled by Lessee, or is under common control with Lessee or to the purchaser of all or substantially all the assets of Lessee, all without the consent of Lessor. Further, neither the merger or consolidation of Lessee with another entity (and whether or not Lessee is the surviving entity) nor the transfer of any direct or indirect interest in or control of Lessee, whether in connection with a public offering of the equity interests of Lessee, a private sale thereof, or otherwise, shall be an assignment or other transfer requiring Lessor's consent. Except as provided above, Lessee may not assign the Lease or sublet the Leased Premises without Lessor's prior written consent, which consent will not be unreasonably withheld conditioned or delayed.

XIII. Auction or Other Sales

No auction sales or other sales not in the ordinary course of Lessee's business shall be conducted on the Leased Premises, without the prior written consent of Lessor.

XIX. Damage by Fire or Other Casualty

Lessee shall give Lessor immediate notice of any damage to the Leased Premises caused by fire or other casualty. If the Leased Premises or the Building is damaged by fire or other casualty to such an extent that same can not be repaired within a period of ninety (90) days, Lessee may cancel and terminate this Lease.

Unless Lessor notifies Lessee in writing within a period of ninety (90) days after the occurrence of the fire or other casualty that it does not intend to rebuild or repair, it shall then be obligated to rebuild or repair. All work of repairing or rebuilding shall be performed with reasonable promptness, due allowance being made for reasonable delay which may arise by reason of adjustment of loss under insurance policies on the part of Lessor or Lessee and for reasonable delay on account of strike, lockout, governmental regulation, or other cause beyond Lessor's control. Lessee shall be entitled to a remission of rent for any period during which the Leased Premises are wholly unfit for occupancy and to such reduction of rent as shall be just and proportionate for any period during which Lessee is partially excluded from occupancy, such reduction to be in proportion to the extent to which the Leased Premises are unfit for occupancy. If Lessor elects to cancel by giving notice to Lessee within the ninety (90) day period hereinabove provided, this Lease shall thereupon terminate and expire as of the date of the occurrence of the fire or other casualty and all rents shall be prorated to such date and Lessee shall have a reasonable amount of time to fully vacate the Leased Premises.

XX. Default

If Lessee fails to pay any installment of rent due under this Lease or fails to comply with any other provision of this Lease, within ten (10) days after written notice for payment of rent and within thirty (30) days after written notice for failure to comply with any other provision, by Lessor to Lessee demanding same, or if Lessee abandons the Leased Premises without advance notice or makes an assignment for the benefit of creditors or is adjudged a bankrupt in an involuntary bankruptcy proceeding or files any type of proceeding or applies for any relief under the laws of the United States relating to bankruptcy or state laws relating to insolvency or if a receiver or other custodian is appointed for Lessee for any of Lessee's property by any court, then, in any such event, Lessor shall have the right, at Lessor's option, without putting Lessee in default and without notice of default (unless as specifically provided herein), (1) to cancel this Lease effective immediately or effective as of the date Lessor may select or, (2) to proceed one or more times for past due installments of rent only, without prejudicing the right to proceed later for additional installments or exercise any other remedy, or (3) to declare the unpaid rent for the entire unexpired term of this Lease immediately due and payable and at once demand and receive payment thereof, or (4) to have recourse to any other remedy or mode of redress to which Lessor may be entitled by law. In the event Lessor exercises the right to cancel this Lease, then (a) Lessor shall have the right, as soon as said cancellation is effective, to re-enter the Leased Premises and re-let the same for such price and on such terms as may be immediately available, and (b) Lessee shall be and remain liable for all rent payable to the date such cancellation becomes effective. Failure of Lessor to exercise any right granted in this paragraph shall not be construed as a waiver of the right to subsequently enforce for a new default such right and no indulgence by Lessor shall be construed as a waiver of any right herein granted.

XXI. Attorney's Fees

In any litigation between the parties regarding this Lease, the non-prevailing shall pay to the prevailing party all reasonable expenses and court costs including attorney's fees incurred by the prevailing party. A party shall be considered the prevailing party if:

- (i) It initiated the litigation and substantially obtains the relief sought, either through a judgment or the losing party's voluntary action before trial, or judgment; or
- (ii) the other party withdraws its action or defenses without substantially obtaining the relief it sought.

XXII. Release of Lessor on Sale

Upon a sale or transfer of the Leased Premises, by Lessor or a subsequent purchaser or transferor thereof, the purchaser or transferee by virtue of such sale or transfer shall be bound for the performance of all Lessor's agreements and obligations under this Lease and the vendor or transferor shall thereupon be released from all liability thereafter arising under this Lease.

XXIII. Notices

All notices, requests, demands, consents, and other communications required or permitted to be given under this Lease shall be in writing and shall be deemed given upon (i) personal delivery to the addressee; (ii) the date signed for or refused by recipient when sent via United States Mail, postage prepaid, certified mail return receipt requested; or (iii) one day after delivery to a receipt issuing overnight delivery service (e.g. FedEx). Until notified of a different address(es), as provided in this Section, all notices shall be addressed to the parties as follows:

If to Lessee:	St. Charles Parish Parish President P. O. Box 302 Hahnville, LA 70057 Telephone: (985)783-5000 mlj@stcharlesgov.net
And if to Lessor:	Jackie Bee Investments, LLC, c/o Corporate Realty Leasing Co., Inc 1706 Cannes Drive, Laplace, Louisiana 70068, 504-908-6158, htatje@corp-realty.com.

Either Lessor or Lessee may change the designated place to which written notice is to be sent by mail, by so advising the other, in writing by delivery of such advice or by registered or certified mail addressed to the place designated in this Lease or such place as may have been subsequently designated, in accordance with this paragraph.

XXIV. Security Deposit

Upon full execution of this Lease, Lessee will have deposited the sum of ~~\$00.00~~, which is pledged to secure the faithful performance of all obligations of Lessee under this Lease. Said deposit shall be non-interest bearing but shall not be considered rent under this Lease. If Lessee is not then in default under the Lease and has not otherwise renewed or extended same, said deposit shall be released and returned on or about 30 days after Lessee vacates the Leased Premises. Should any portion of this deposit be withheld, Lessor shall provide to Lessee an itemized list reflecting all amounts withheld and the reason(s) therefore.

XXV. Lessor's Lien Waiver

Lessor hereby waives its privilege granted by Louisiana Civil Code Article 3218 on any movables which may be found on the Leased Premises and acknowledges and agrees that it will have no lien, security interest or other right with respect to any of Lessee's personal or movable property placed upon or in the Leased Premises. So long as the Lessee is not in default of the Lease at the time of the execution of the subordination, Lessor will subordinate its Lessor's privilege to any security interest or other security agreement with respect to any movable property placed upon the Leased Premises. To the extent necessary to satisfy any secured creditor of Lessee, Lessor agrees to execute and deliver to a bona fide unaffiliated creditor of Lessee, a written subordination of the Lessor's privilege granted to the Lessor by operation of law. The subordination agreement shall be in form and substance reasonably satisfactory to Lessor and the secured creditor.

XXVI. Miscellaneous

Failure of one party to require strict performance by the other party of any of the covenants, provisions, or conditions of this Lease, on one or more occasions, shall not constitute a waiver by such party of the right thereafter to require strict compliance with said covenants, provisions, and conditions.

XXVII. Governing Law

This Lease shall be deemed to be a contract made under the laws of the State of Louisiana and shall be construed in accordance with and governed by the laws of the State of Louisiana and ordinances of the municipality and county where the Leased Premises are situated and the rules and regulations of their duly constituted authorities.

XXVIII. Recording

Recording of the Lease is prohibited except as allowed in this paragraph. At the request of either party, the parties shall promptly execute and record, at the cost of the requesting party, an extract of the Lease in accordance with La. R.S. 9:2721.1.

XXIX. Subordination/Non-Disturbance

Lessor agrees to furnish to Lessee, at Lessee's request, a non-disturbance agreement as hereinafter provided with respect to any mortgage which presently, or any time in the future, encumbers the premises, within ten (10) days of such request. Lessee agrees that this Lease shall at all times be subject and subordinate to the lien of any mortgage that may be placed on the Building by the Lessor and Lessee, upon demand, without cost, to execute any instrument (in a form acceptable to Lessee) as may be required to effectuate such subordination; provided, however, as a condition to this subordination provision, the Lessor shall obtain from any such mortgage an agreement in writing, which shall be delivered to Lessee, providing in substance that, so long as Lessee shall faithfully discharge the obligations on its part to be kept and performed under the terms of this Lease, its tenancy shall not be disturbed, nor shall this Lease be affected by any default under such mortgage, and in the event of foreclosure or any enforcement of any such mortgage, the purchase at such foreclosure sale, or who acquires title to the Building as a result of such enforcement, shall be bound to Lessee for the terms of the Lease, the rights of Lessee hereunder shall expressly survive, and this Lease shall in all

respects continue in full force and effect; provided, however, that Lessee fully performs all of its obligations hereunder.

Both parties agree that if called upon by the other each will, within ten (10) days of being requested to do so, execute an estoppel certificate identifying this Lease, and acknowledging the status of the performance of the requesting party's obligations under this Lease as of the date of such estoppel certificate.

XXX. Conflicting Provisions

If there is any conflict between the printed portions and the type written or hand written portions of this Lease, the type written or hand written portions shall prevail. All the provisions contained herein, shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns.

XXXI. American with Disabilities Act (ADA)

- (a) Lessor represents and warrants to the best of their knowledge, that on the Commencement Date, the Leased Premises complies with the Americans With Disabilities Act, as amended and together with all regulations (collectively, the "ADA") and all other applicable laws. Thereafter during the Lease Term, Lessee at its sole cost and expense shall be solely responsible for taking any and all measures which are required to comply with the requirements of Title III of the ADA within Lessee's Leased Premises not to exceed \$5,000. Any alterations to the Leased Premises made by Lessee for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that Lessor's consent to such alterations shall not constitute either Lessor's assumption, in whole or in part, of Lessee's responsibility for compliance with the ADA, or representation or confirmation by Lessor that such alterations comply with the provisions of the ADA.
- (b) Subject to Lessor's representation and warranty in (a) above, Lessee shall indemnify the Lessor for all claims, damages, judgments, penalties, fines, administrative proceedings, costs, expenses, and liability arising from Lessee's failure to comply with any of the requirements of Title III of the ADA within Lessee's Leased Premises, excluding the common areas and the parking lot.
- (c) Lessor shall indemnify the Lessee for all claims, damages, judgments, penalties, fines, administrative proceedings, costs, expenses, and liability arising from Lessor's failure to comply with the Title III of the ADA within the common areas, including the parking lot.

XXXII. Real Estate Agents/Brokers' Commissions

The parties hereto certify that they have had dealings with real estate agents related to this Lease as follows: Lessor is represented by Henry W. Tatje, III broker/agent with Corporate Realty Leasing Co., Inc., as designated agent, and broker. Lessee is not represented by any agent or broker. Lessor shall be responsible for all broker commissions payable to Corporate Realty Leasing Co., Inc., or any other agent who may claim a commission as specified in a separate agreement.

XXXIII. Renewal Options

Provided the Lessee is not then in default of any of the terms of this Lease, upon expiration of the primary term, Lessee will be automatically granted Three (3); Three (3) month options to renew with rent to remain unchanged for each option period. All other terms of the Lease and rights of the parties will remain the same. Lessee may cancel this lease any time after the end of the initial term with 45 day written/emailed notice to Lessor.

XXXIV. Entire Agreement

The whole agreement between the parties hereto is set forth in this instrument and the parties shall not be bound by any agreements, conditions, understandings, or representations other than those that are expressly stipulated and set forth herein or in any amendments hereto.

XXXV. Waiver of Consequential Damages

Neither party hereto will be liable for in connection with this Lease, and both parties hereby waives all rights to seek against the other for, consequential exemplary, speculative, punitive, and similar type damages.

XXXVI. Waiver of Notice

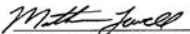
Upon termination of the right of occupancy for any reason, Lessee hereby waives notice to vacate Leased Premises prior to institution of eviction proceedings in accordance with La. CCP Article 4701 and La. CC Article 2713.

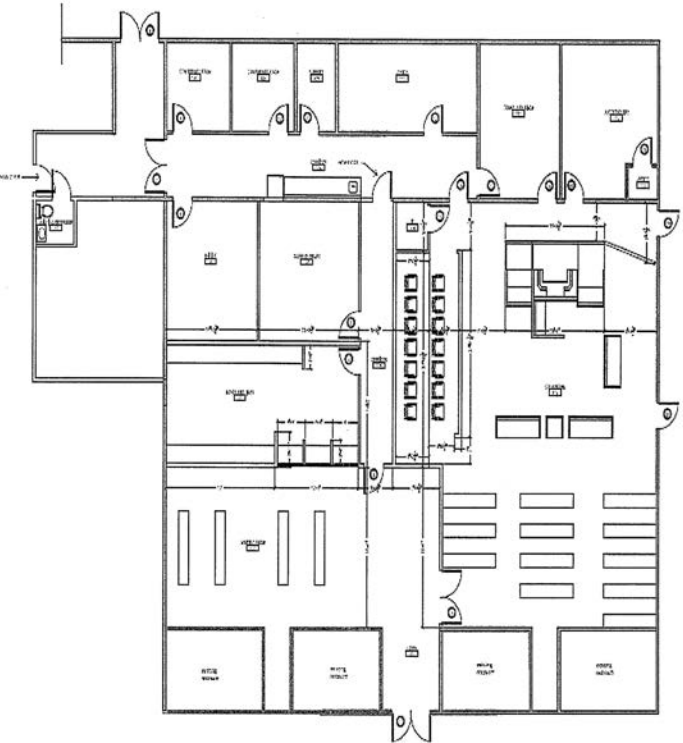
XXXVII. Condemnation

If any or the whole of the Leased Premises shall be acquired or condemned by appropriation, expropriation, or eminent domain or conveyance in lieu therefore (herein called "Taking"), the Term of this Lease shall end as of the date that title vests in the taking authority and all rentals shall be paid up to that date. If any portion or all of the Leased Premises is taken, Tenant shall have no right, title or interest in any award made for such taking, except for any separate award for fixtures and improvements installed by Tenant.

XXXVIII. Quiet Possession

Lessor agrees to warrant and defend Lessee of its quiet and peaceful possession of the Leased Premises so long as Lessee is not in default of its obligations under this Lease.

Date _____	Date <u>3/5/24</u>
LESSOR	LESSEE
 _____ Jackie Bee Investments, LLC Represented By: Debra Dufresne Vial President	  St. Charles Parish Represented By: Matthew Jewell Parish President
EXHIBIT A DEPICTION OF LEASED PREMISES 15 Dufresne Loop	



2024-0102
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ST. CHARLES PARISH COUNCIL
RESOLUTION NO. 6758

A resolution of the St. Charles Parish Council, acting as governing authority of the Sunset Drainage District, supporting the proposed Act of Donation and Transfer by Chevron U.S.A. to St. Charles Parish authorizing the Sunset Drainage District to appear as Intervenor.

WHEREAS, St. Charles Parish has identified enhancements to the Sunset Pump Station that will improve drainage in the Sunset Drainage District; and,

WHEREAS, these enhancements include the project to widen the Crawford Canal to create a larger sump area and install trash screens to reduce the impacts of trash and debris on the Sunset Pump Station operations; and,

WHEREAS, St. Charles Parish and Chevron U.S.A. have reached an agreement that benefits the residents of St. Charles Parish; and,

WHEREAS, Chevron U.S.A. has agreed to donate the real estate necessary to construct the project to St. Charles Parish, more particularly described in detail in the attached Act of Donation and Transfer; and,

WHEREAS, the Act of Donation and Transfer includes provisions to grant access to Chevron U.S.A. to property owned by the Sunset Drainage District.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, ACTING AS THE GOVERNING AUTHORITY OF THE SUNSET DRAINAGE DISTRICT, do support the proposed Act of Donation and Transfer by Chevron, U.S.A. to St. Charles Parish wherein the rights of access and ingress and egress is being granted across

property owned by the Sunset Drainage District.
BE IT FURTHER RESOLVED That Matthew Jewell, St. Charles Parish President, is hereby authorized to execute the Act of Donation and Transfer attached hereto on behalf of the Sunset Drainage District, as Intervenor, to accept, ratify, and affirm the rights of access and ingress and egress granted to Chevron U.S.A. across property owned by the Sunset Drainage District in the Act of Donation and Transfer.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted the 4th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Matthew Jewell*
SECRETARY: *Michelle Impastato*
DLVD/PARISH PRESIDENT: *March 15, 2024*
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: *March 16, 2024*
AT: *9:42 am* RECD BY: *[Signature]*

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: March 14, 2024

Public Notice

PORT OF SOUTH LOUISIANA
EXECUTIVE REGIONAL AIRPORT
(Request for Proposal)

GRASS CUTTING AND MAINTENANCE

The Port of South Louisiana, Parish of St. John the Baptist, is soliciting Proposals from qualified contractors to provide grass cutting and maintenance services at the Port of South Louisiana Executive Regional Airport, 355 Airport Road, Reserve, Louisiana.

Copies of the request for proposal are available at the Port of South Louisiana Administration Building, 1720 Highway 44, Reserve, Louisiana: Monday through Friday from 8:30 a.m. to 4:00 p.m. or may be obtained by accessing www.centralbidding.com or www.portsl.com.

Sealed Proposals will be received on Monday, April 15, 2024 until 11:00 a.m. at the Port of South Louisiana Administration Building, 1720 Highway 44, Reserve, Louisiana or at www.centralbidding.com. No proposals will be accepted after this date and time. The proposal must be submitted in a sealed package or envelope clearly marked with the Proposer's name and address and "Grass Cutting and Maintenance Services – Port of South Louisiana Executive Regional Airport (requests for proposals)".

A Walk-through of the site located at 355 Airport Road, Reserve, Louisiana is scheduled for Tuesday, April 9, 2024, 9:00 a.m. It is highly recommended that all prospective proposers attend.

Evaluation of submittals will be based on the following criteria:

- (30 points) Ability to meet RFP Requirements
- (30 points) Vendor's qualifications and experience
- (25 points) Price
- (10 points) Small Business/Disadvantage Business Enterprise/Minority Owned/Woman Owned
- (5 points) Location

The Port of South Louisiana will contact the successful contractor when the evaluation process is complete.

The right is reserved to:

- 1) select one or more contractors;
- 2) reject any and all proposals; and,
- 3) to waive any informalities.

OWNER
PORT OF SOUTH LOUISIANA
BY: Paul Matthews
TITLE: Executive Director

Publish: March 14, 2024

Public Notice

PUBLIC NOTICE
REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

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

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

Trina Brown Douglas
372 Adams Street Killona, LA 70066
Lot 13
Subdivision: Darenbourg Tracts (A*)
Nature of violation: Grass cutting & removal of debris

Lillian Rosado Kline
107 Butternut Street Hahnville, LA 70057
Lot 1
Subdivision: Pecan Bayou – Hahnvil*
Nature of violation: Grass cutting & removal of debris

Irwin Eduardo Diaz Lopez
811 Paul Frederick Drive Luling, LA 70070
Lot 24
Subdivision: Oak Ridge Park – Luli*
Nature of Violation: Grass cutting & removal of debris

Norman J. Larousse
370 Barton Avenue Luling, LA 70070
Lot 142
Subdivision: Luling Heights – Sec.*
Nature of Violation: Grass cutting & removal of debris

Hahnville Heights, LLC
373 Smith Street Apt. 1 Hahnville, LA 70057
Lot 5
Subdivision: Hahnville, Village Of
Nature of Violation: Grass cutting & removal of debris

PUBLISH: March 14, 2024

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 93340-D
Date: Tuesday, January 23, 2024
CASCADE FUNDING MORT-
GAGE TRUST HB2

vs

JANET GRANT YULE A/K/A
JANET G. YULE A/K/A
JANET YULE
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, OCTOBER 27, 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, MARCH 20, 2024, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: One certain lot or portion of ground, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in what is known as Sunset Drainage District, said Sunset Drainage District being more fully shown on a plan of survey prepared by James G. Webb, Civil Engineer, and John Kruse, which map is on filed in the office of the clerk of court of St. Charles Parish for reference. According to a plan of survey made by T. J. Martin, P.E., dated June 20, 1969, entitled "Pleasant Valley Subdivision," being a subdivision of Lots 919 and 960 of the Sunset Drainage District near Paradis, St. Charles Parish, Louisiana, in Sub-Drainage District No. 3 in Section 3, T15S, R20E, copy of which is on file in the office of the clerk of court of St. Charles Parish for reference, the lot of ground conveyed herein is situated in Lot 960 of the Sunset Drainage District and is designated as lot fourteen (14) of Block "A" and is more fully described as follows:

Lot 14, Block "A", has a width of 75' fronting on Pleasant Drive, same width in the rear, by a depth between equal and parallel lin--s of 140'.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:

TWO HUNDRED SIXTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-THREE AND 08 / 100 (\$264,753.08) 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: February 15, 2024 March 14, 2024 ATTORNEY FOR PLAINTIFF: Corey J. Giroir P.O. Box 87379 13541 Tiger Bend Baton Rouge, LA 70879 225-756-0373 SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 92879-C
Date: Friday, January 26, 2024
FIFTH THIRD BANK, NATION-
AL ASSOCIATION

vs

KARLA L. LEWIS A/K/A KARLA L. JUDD A/K/A
KARLA LOCKHART JUDD
AND WALTER LEWIS
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

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

FRIDAY, SEPTEMBER 15, 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, MARCH 20, 2024, at 10:00 A.M., to the last and highest bidder

for cash, the following described property, to wit:

Plaintiffs mortgage and/or privilege affects the following described property, to-wit:

THOSE CERTAIN LOT OR PORTIONS OF GROUND, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, ALL RIGHTS, WAYS, PRIVILEGES, SERVITUDES AND APPURTENANCE AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, IN THAT PART THEREOF KNOWN AS NEW SARPY SUBDIVISION, SAID LOTS ARE DESIGNATED AS LOTS 8 AND 9 OF SQUARE NINETEEN AND MEASURE AS FOLLOWS, TO-WIT: LOTS 8 AND 9 OF SQUARE NINETEEN (19), WHICH SQUARE IS BOUNDED BY WEST HARDING STREET, WEST HOOVER STREET, FIFTH (5TH) STREET AND WEST PARK STREET, SAID LOTS ADJOIN EACH OTHER AND MEASURE TWENTY (20') FEET FRONT ON WEST HARDING STREET, NAME IN WIDTH IN FEET REAR, AND BY A DEPTH OF EIGHTY (80') FEET BETWEEN EQUAL AND PARALLEL LINES; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:

EIGHTY-NINE THOUSAND TWO HUNDRED NINE-TY-EIGHT AND 31 / 100 (\$89,298.31) 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: February 15, 2024 March 14, 2024 ATTORNEY FOR PLAINTIFF: Candace A Courteau 1505 North 19th St. P.O. Box 2867 Monroe, LA 71207-2867 (318) 388-1440 SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 89651-D
Date: Monday, January 22, 2024
REVERSE MORTGAGE FUND-
ING LLC

vs

THE UNOPENED SUCCESSION OF NORMAN J. LAROUSSE A/K/A NORMAN J. LAROUSSE NKIA NORMAN LAROUSSE AND THE UNOPENED SUCCESSION OF VINEY NAQUIN LAROUSSE A/KIA VINEY NAQUIN LAROUSSE A/KIA VINEY N. LAROUSSE A/KIA VINEY LAROUSSE
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

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

FRIDAY, OCTOBER 15, 2021, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MARCH 20, 2024, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

That certain piece or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, in the Parish of St. Charles, in that part thereof known as Luling Heights Subdivision, Section "B", according to a survey by E. M. Collier, Surveyor, dated May 9, 1968, said potion being designated as Lot 142 of Square "G", Lot 142, Square "G", is bounded by Barton Avenue, Lot 141, Lot 143 and the northern boundary line of the subdivision, and Lot 142 commences at a distance of 2165 feet from the corner, of Nola Street and Barton Avenue, and measures thence 61 feet front on Baiaon A venue, the same width in the rear, by a depth of 120 feet between equal and parallel lines.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:

ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED SEVEN AND 86 / 100 (\$133,507.86) 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: February 15, 2024 March 14, 2024 ATTORNEY FOR PLAINTIFF: Corey J. Giroir P.O. Box 87379 13541 Tiger Bend Baton Rouge, LA 70879 225-756-0373 SCSO-CIV-209-0402

Public Notice

Public Notice

The St. Charles Parish Housing Authority requests proposals from qualified Contractor(s) to provide interior painting services in occupied residential units at the Boutte Development. The closing date is March 27, 2024, at 4:00 p.m. All proposals shall be submitted electronically to:

Email address: yprevost@scphousingauthority.com

All questions regarding this RFP should be directed to the Interim Executive Director, Youlondar Prevost in the email above.

Publish: March 14 & 21, 2024

Public Notice

February 26, 2024. Technology Committee Meeting Minutes

The Technology Committee met on February 26, 2024 in the Dufresne Conference Room of the Central Office.

Board Members present were Karen Boudreaux, Scott Cody, and Ray Gregson.
Others present included Superintendent Dr. Ken Oertling, Director of Public Information Regina McMillan, Director of Information Technology Stephanie Steib and Digital Media Facilitator Brian Gough.

Board Member Ms. Karen Boudreaux called the meeting to order at 11:00 a.m.

The meeting began with a review of Finals site articles on understanding design deliverables and how to review design comps in addition to a review of the website's upcoming project timelines. The committee then watched two videos which provided walkthroughs of the prototype website's homepage and style guide before discussing feedback to be shared with Finals site for improvements.

Motion by K. Boudreaux; second by S. Cody to adjourn.

Publish: March 14, 2024

Public Notice

The names of the following persons were drawn to serve as Petit Jurors for Jury Number 3A, for the session of said Court beginning Tuesday, April 9, 2024 at 9:00 a.m. - Division "C".

- 1 ADAMS, PAUL LESLIE

2 ADAMS, ROGER EARL, JR

3 ADAMS, SUSAN STOHLMAN

4 AINSWORTH, JESSICA LOUISE

5 ALCALA, ROSA AMALIA

6 ALEXANDER, VINCENT TERRELL JR

7 ALLEN, TOMMY EARL JR

8 ALLSHOUSE, MATTHEW WAYNE

9 ANDRY, MARK STEVEN

10 BAILEY, BARRYE QUARZETTE

11 BAKER, ALBERT LEWIS

12 BAPTISTE, GABRIELIANA KATRICE

13 BARR, JAMEELAH

14 BARRIOS, JESSICA ELIZABETH

15 BAXTER, JULIE DAWN

16 BEASON, JEROME

17 BECK, VIVIAN NAVARRO

18 BECNEL, DOREEN ELIZABETH

19 BENEDICT, TARA CALLAHAN

20 BENNETT, SHELBY LEE

21 BERGERON, MARY SPIESS

22 BERGERON, ROXANNE STACY

23 BERGHEGER, KENNETH LEE III

24 BIRKHOFF, CORNELIS R

25 BLANCHARD, JUSTIN D

26 BOLTMAN, HENRY ARTHUR

27 BONCK, LINDA SARNIGUET

28 BOURGEOIS, LESLIE

29 BRAUNINGER, CLAIRE POSEY

30 BRIGGS, CHERYL L

31 BROWN, KIRSTIN ELIZABETH

32 BROWN, VALERIE DUFRENE

33 BRUNING, STEPHANIE LYN

34 BURNUM, CYNTHIA SMITH

35 CALLWOOD, ARVEL MALLORY

36 CALUDA, LEIDA IOLANY

37 CAMET, LOUIS J III

38 CANCIENNE, ECHO MARIE

39 CANDEBAT, REBECCA CASE

40 CARBO, ANGELIC MARIE

41 CARCABASIS, LAURIE BAYE

42 CARY, COLE MICHAEL

43 CASANOVA, MIA ELIZABETH

44 CEASER, LEAH PRICE

45 CEDOTAL, AIDAN

46 CHERAMIE, PHILLIP J

47 CLARK, BRADLEY CHRISTOPHER

48 COJOE, KYLE TROY

49 COLLINS, DANIEL MARK

50 COLLOR, IVORY LOUIS

51 CORSO, CORY MICHAEL

52 CROSSIN, MELISSA ANN

53 DEIS, CHERYL MORRISON

54 DELAUNE, KENNETH A

55 DESSELLE, BRENT A

56 DORIS, LAKESHA SEMONIA

57 DUET, ERIN THERESE

58 DUFFOUR, GLYNN C

59 DUFRENE, NICOLE R

60 DUFRENE, WILLIS S

61 DUHE, BRETT DAVID

62 DUHE, JUNE TONGUIS

63 DUHON, HOLLY ELIZABETH

64 DUPONT, ALLEN JOSEPH

65 DURNIN, DAVID MICHAEL JR

66 EDMOND, ANTOINE

67 EMMANUEL, ANNELOLAINE ANESCA

68 FABRE, MICHAEL ALLEN JR

69 FARRELL, ANDREW LOGAN

70 FIELDS, TERRELL JOSEPH

71 FITZGERALD, RICHARD B

72 FRANCIS, RODNEY WARREN

73 FREMEN, BARBARA ELLIOTT

74 FRICKEY, JAMES MICHAEL

75 GARZA, ESTELA ANAYA

76 GAUTHIER, SUSAN BREAU

77 GLORE, SAMANTHA MARIE SCHULTZ

78 GORMAN, TAYLER MICHAEL

79 GRAY, KAREN DOUGLAS

80 GREEN, CHARMARINE CRITE

81 GRIFFIN, EDWARD JAMES

82 GROS, ALLISON SOPHRONIA

83 GUBERT, STEPHANIE MOTTA

84 GUILLORY, MARLENE BENCEL

85 GUILLLOT, SHARON SELF

86 HALL, BRANT A

87 HAMILTON, JORDAN CHRISTOPHER

88 HARMON, MATTHEW LOUIS

89 HARO, RYAN CARY

90 HARRELL, CHARLES TODD JR

91 HARRIES, COURTNEY MICHELLE

92 HEHMEYER, WILLIAM CRAIG

93 HERRLE, GEORGE WARREN JR

94 HOVIS, KARRIE BOURGEOIS

95 HYATT, BRITTANY SCHEXNAYDER

96 INGRAM, JESSICA A

97 ISOM, KWANZA CHANTELL

98 IVORY, HANNAH KATHERINE

99 JACKSON, DOMONIQUE MARIE

100 JACKSON, WROSA THOMPSON
- 101 JACKSON-SMITH, JENNIFER HOPE

102 JARROW, ANITA FAYE

103 JEFFERSON, ERIC TYRONE

104 JOHNSON, AIMEE COLE

105 JOHNSON, MELANIE MYLES

106 JONES, MALERIE LESHELL

107 JONES, ZYONNE ALEXANDER

108 KNOBLOCK, VICKI CHERIE

109 LAICHE, NORA SCHMILL

110 LEBEAUF, ROGENE ONGELLE

111 LEBLANC, RYAN DAEMAN

112 LEMOINE, ADAM JOSEPH

113 LHERISSA, STEPHANIE MARIE

114 LIVAUDAIS, KASEY JACQUELINE

115 LO, CHONGI PAUL

116 LOCKETT, DECENDRA KRISTINE

117 LOMONACO, KIMBERLY A

118 LOWRY, LINDA BAGBY

119 LUMAR, DWAYNE MICHAEL

120 MARSE, JONATHAN MICHAEL JR

121 MARTIN, CAMILLE RENEE

122 MASCARELLA, CORY PAUL

123 MASON, ANGELA COHEN

124 MATHERNE, ALEXIS ANNE

125 MATHERNE, JACK R

126 MAYOR, BLAIR MARTIN

127 MCCARTER, RICHARD T

128 MCCLOUD, CANDY ANN

129 MCWILLIAMS, GARIONE GABRIELLE

130 MCWILLIAMS, SHIRLEY CARTER

131 MEDINA, GENA VALLERY

132 MICHAEL, DALVIN DEMON

133 NAGUIN, MICHELLE ANN

134 NASSAR, DONNA LATORE

135 NEDD, ROWARSKI DELARENTA

136 NUNEZ, JORDAN JOSEPH

137 ORGERON, DEBORAH FORET

138 PARFAIT, MELISSA BAKER

139 PARKMAN, LAKESIA MECO

140 PAUL, AUSTIN REED

141 PECOT, RICHARD CHARLES

142 PEREZ, SYLVIA BARBOZA

143 PERILLLOUX, JAMES KENNETH

144 PETERSON, CHRISTINE MARIE

145 PETIT, TIFFANY BOUDREAU

146 PINO ALONZO, HUGO RAFAEL

147 PINTADO, ZACHARY PAUL

148 PLAISANCE, SHELIA PLAISANCE

149 POLLY, GLORIA

150 POWE, LINDSAY JENICE

151 PRENTICE, SCOTT RAYMOND

152 QUIJANO, ESTELLE RUTH

153 RAGUSA, ABIGAIL LYNN

154 RAYMOND, SHYANA NICOLE

155 REEDY, ROGER DALE

156 REVERE, FENWICK W JR

157 RICH, JAIME HARDWICK

158 ROBICHAUX, JENNA ELIZABETH

159 ROBICHAUX, NOAH PATRICK

160 ROUSSEL, WAYNE THOMAS

161 ROUSSELLE, AMY ANN

162 ROWE, MIKEL LENOR

163 ROY, WILLIAM EARL

164 SANTANA, DARLENE DOURRIEU

165 SARAGUSA, STEPHEN G

166 SCHMILL, KENNETH LOUIS

167 SCHNEIDER, MADELINE COCKRUM

168 SCHUETTE, TY PARKER

169 SCHWEBACH, ADRIANA MARIE

170 SELLARS, ASHLEY REINE

171 SIMMONS, PAMELA TRIPOLI

172 SIMONEAUX, ELI LOUIS

173 SMITH, NICOLE YOUNG

174 SOLIS, MARIA PASTORINO

175 STEELE, MARYELLEN ROBERT

176 STEVENS, MELISSA

177 STEWART, JASMINE MICHELLE

178 STRAHAN, ROBIN LOUT

179 TASSIN, RUSSELL JOSEPH

180 TASTET, MARY TULLEY

181 TENNESSEE, JOHN JAMES

182 TERRELL, JONATHAN LAVAR

183 THOMAS, ALAYA MICHELLE

184 TROXLER, MICHELLE W

185 TRUXILLO, MIRANDA

186 URBINA-FONSECA, DARWIN ROMAN

187 VANCE, CAMERON JAMES

188 VANLANGENDONCK, FREDERI

189 VAZQUEZ, RHONA FAYE

190 VERDIN, ANGELA SUMRALL

191 WAGUESPACK, VICTORIA ANN

192 WALSH, DAVID BRUCE

193 WHITE, CAPRICE MICHELLE

194 WITMER, KATHLEEN CAVANAUGH

195 WOODS, HERMAN W

196 WOOLDRIDGE, ERIN DAISY

197 WOOTEN, TIMOTHY ALLEN

198 ZERINGUE, DONNA VANNOY

199 ZERINGUE, JANIS SIDES

200 ZERINGUE, MRS CHARLES A JR

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 93752-E
Date: Thursday, February 29, 2024
U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF DWELLING SERIES III TRUST VS
BRANDON SCOTT JONES, 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 Loulslana, dated:

TUESDAY, FEBRUARY 6, 2024, 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 Pansh of St. Charles is held on WEDNESDAY, APRIL 17, 2024, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:
THAT CERTAIN LOT OR PORTION OF GROUND, situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River, being a subdivision of a portion of a tract of land designated by the Letter B on a plan of suhdivision of the Good Hope Plantation, ruade by H. C. Sruith, C.E., dated April 17, 1902, said piece or portion of ground is designated as follows in accordance with a plan of subdivision of the East Half of Lot "B" of Good Hope Plantation, East of Marino Drive and South of Fourth Street, Section 6, T-11-S, R-8-E, by E. M. Collier, Surveyor, dated March 3, 1953, and further subdivided in accordance with plan of smvey and resubdivision of Lots 11, 12 and 13 of the East Half of Lot "B" of Good Hope Plantation by Harold J. Flynn, P.L.S., dated May 13, 1992, approved by the St. Charles Parish Department of Planning and Zoning on May 21, 1992, recorded at COB 451, folio 78, and according to said plan, said lot rueasures as follows:

Lot 13A, 320 Marino Drive, Norco, rueasures 75.00 feet front on Marino Drive, same width in the rear and by a depth of 84.40 feet between equal and parallel lines. All in accordance with the survey by Harold J. Flynn, Land Surveyor, dated May 15, 1992. Together with all the buildings and improvements thereon, and all of the lights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining. (the "Property")
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:
SIXTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-THREE AND 48 / 100 (\$65,863.48) 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: March 14, 2024 April 11, 2024
ATTORNEY FOR PLAINTIFF: Cris Jackson
935 Gravier Street, Suite 1400 New Orleans, LA 70112
504-581-9444
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 93622-C
Date: Friday, March 1, 2024
21ST MORTGAGE CORPORATION VS
YASEMIRE NICOLE BAPTISTE JACKSON A/KIA
YASEMIRE N. BAPTISTE A/KIA
YASEMIRE BAPTISTE JACKSON A/K/A
YASEMIRE JACKSON, 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, JANUARY 11, 2024, 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, APRIL 17, 2024, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: (PROPERTY TO BE SOLD IN GLOBO)
2021 Winston Helicon 32x 76, Serial Numbers WH20AL00990A and WH20AL00990B
AND

A certain lot of ground, situated in the Village of Boutte, Parish of St. Charles State of Louisiana, in Section 90 T13S-R20E, and according to a survey of . Charle~ ~e.,lnr, C.E., dated May 4, 1955, entitled "Booker T. Washington. Subd1v1s10n , the lot of ground conveyed herein is designated as Lot No. Sixty (60) and t~easures 50 feet front on Kinler Street by a depth between eqnal and parallel lmes of 83.4 fe~t; together with all the buildings and improvements thereon, and all o~fthe r'ghts, ways, servitudes, appurtenances and advantages thereunto belongmg or 111 anywise appertaining.
Lot 60 being resubdivided into Lot 60A and measuring 60 feet front on Kinler Street by a depth between equal and pa1rallel lines of 83.4 feet, as shown 011 !hat survey of Louis J. Gassen, Jr., PLS, dated November 11, 2021, recorded 111 the Conveyance records of St. Charles Parish on December 8, 2021, at Entry Number 464017, Book 913, Page 416.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:
TWO HUNDRED TWENTY THOUSAND SEVEN HUNDRED NINETY-SEVEN AND 25 / 100 (\$220,797.25) 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: March 14, 2024 April 11, 2024
ATTORNEY FOR PLAINTIFF: Allison N. Beasley
8235 YMCA Plaza Drive, Suite 400 Baton Rouge, LA 70810
SCSO-CIV-209-0402