

## ST. CHARLES PARISH PUBLIC NOTICES



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### Public Notice

#### ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT

THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON MARCH 20, 2025 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

##### NEW CASES:

**2025-3-ZBA** requested by **David and Diane Feagley** to allow a residential accessory building within a front yard, reduce the required front yard setback, and waive the requirement for permanent, dust-free paving, **206 St. Paul Street, Destrehan**. Zoning District R-1A. Council District 2.

**2025-4-ZBA** requested by **Carla Chiasson** to reduce the minimum building elevation from 7 ft. NAVD88 to no lower than 12 in. above the centerline of the street for substantial improvements to an existing accessory building at **132 Edna Drive, Bayou Gauche**. Zoning District R-1A. Council District 4.

**2025-5-ZBA** requested by **Carla Chiasson** to reduce the minimum building elevation from 7 ft. NAVD88 to no lower than 12 in. above the centerline of the street for a new detached accessory building at **132 Edna Drive, Bayou Gauche**. Zoning District R-1A. Council District 4.

**2025-6-ZBA** requested by **Ryan and Ashley McDonald** to reduce the minimum building elevation from 7 ft. NAVD88 to no lower than 12 in. above the centerline of the street for a new house on Lot 20A, Pleasant Valley Extension, **158 Pleasant Valley Drive, Bayou Gauche**. Zoning District R-1A. Council District 4.

ALTERNATE DATE: 3/27  
PUBLISH 3/6, 3/13, 3/20

### Public Notice

#### ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, MARCH 24, 2025, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

*(no ordinances/resolutions)*

PUBLISH: March 13, 20, 2025

### Public Notice

#### River Parishes Workforce Innovation and Opportunities Act Local Plan

Under State Planning Guidance, Let's Work River Parishes! Job Training Agency has completed the Local Workforce Innovation and Opportunity Act Plan for Program Year 2024-2027. This Local Plan Adjustment/Extension is available for review on our website:

[www.letsworkriverparishes.com](http://www.letsworkriverparishes.com)

All comments or questions regarding the Local Plan must be submitted via email to

[https://docs.google.com/forms/d/e/1FAIpQLSdhz4SYVqA4f6tV6lqPD\\_uXEW8Ex7nqdDnB8CHdXtc8AAAdg/viewform?usp=header](https://docs.google.com/forms/d/e/1FAIpQLSdhz4SYVqA4f6tV6lqPD_uXEW8Ex7nqdDnB8CHdXtc8AAAdg/viewform?usp=header)

no later than April 15, 2025.

Publish on: March 13, 20, 27, & April 3, 2025

### Public Notice



#### ST. CHARLES PARISH PROCUREMENT

MATTHEW JEWELL  
PARISH PRESIDENT

BRENDA J. CAMPOS  
PROCUREMENT OFFICER

### ONLINE AUCTION

Starting March 12, 2025, and ending on March 26, 2025

St. Charles Parish Office of Procurement will host an online auction to sell miscellaneous surplus items and equipment beginning on March 12, 2025. The auction will close on March 26, 2025. To view the listings and place bids, please visit: <http://www.publicsurplus.com/sms/stcharlesgov/la/browse/home>.

All terms and conditions will be listed on the site.

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

AUCTION ADVERTISED:  
ST. CHARLES HERALD GUIDE  
March 6, 2025  
March 13, 2025  
March 20, 2025

### Public Notice

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

##### Tax Bill 203500A0042A

THE COUNTY TRUST COMPANY, BRIAN BOSTICK, PARISH OF ST. CHARLES, CT Corporation system, National Registered Agents Inc, elbert bostick  
LOT 42-A, SQ. A, SEC. B, LULING HEIGHTS SUBD. ADJUDICATED TO PARISH OF ST. CHARLES, P.O. BOX 302, HAHNVILLE, LA 70057, FOR UNPAID 2018 TAXES (878/629)  
Improvements thereon bear Municipal No. 383 Marcia Dr. LA

##### Tax Bill 501602B00004

LIZZIE MAE THOMAS PAUL, ALVIN PAUL, ST. CHARLES PARISH, KEITH PAUL, KIA PAUL, JAKAYLA PAUL, TRACY GRAY, CASEY CLEAR, BRANDI CLEAR, TORI CLEAR, THOMPSON, MORRIS PAUL JR  
LOTS 4 AND 5, BLK. B. OF SURVEY OF SUBD. OF PORTION OF ORIGINAL LOT 2, ELKINSVILLE SUBD. ADJUDICATED TO ST. CHARLES PARISH, P.O. BOX 302, HAHNVILLE, LA 70057 FOR UNPAID 2016 TAXES - (849/199)  
Improvements thereon bear Municipal No. Fourth St. St. Rose. LA 70087

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

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

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

Publish on: March 20, 2025

### Public Notice

#### ST. CHARLES PARISH GOVERNMENT ADJUDICATED PROPERTY SALE ADVERTISEMENT

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CONSTITUTION AND THE LAWS OF THE STATE OF LOUISIANA, I WILL SELL, AT CIVICSOURCE.COM, WITHIN THE LEGAL HOURS FOR JUDICIAL SALES BEGINNING AT 8:00 O'CLOCK A.M. ON THE 2nd DAY OF APRIL, 2025 AND CONTINUING UNTIL SAID SALES ARE COMPLETED, TITLE TO IMMOVABLE PROPERTY ON WHICH TAXES WERE ADJUDICATED TO THE ST. CHARLES PARISH GOVERNMENT, TO ENFORCE COLLECTION OF TAXES. THE NAMES OF SAID DELINQUENT TAX DEBTORS AND THE LEGAL DESCRIPTION FOR EACH OF THE PROPERTIES TO BE OFFERED FOR SALE ARE AS FOLLOWS:

##### BOSTICK, BRIAN

383 MARCIA DR., LA TAXES OWED ARE WITH A CERTAIN PIECE OR PORTION OF GROUND, WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, AND ALL OF THE SERVITUDES, RIGHTS AND APPURTENANCES THEREUNTO APPLYING, SITUATED IN OR NEAR THE TOWN OF LULING, PARISH OF ST. CHARLES, STATE OF LOUISIANA, IN SECTION "B" OF LULING HEIGHTS SUBDIVISION, AND DESIGNATED AS LOT 42-A OF SQUARE A, AS PER PLAN OF SURVEY PREPARED BY GERALD B. DUNN, LAND SURVEYOR, DATED JUNE 30, 1971.  
ACCORDING TO SAID SURVEY, SQUARE A IS BOUNDED BY MARCIA DRIVE, BARTON AVENUE, NOLA STREET AND WOOD COURT, AND LOT 42-A COMMENCES AT A DISTANCE OF 285.04 FEET FROM THE INTERSECTION OF MARCIA DRIVE AND BARTON AVENUE, AND MEASURES THENCE 58 FEET FRONT ON MARCIA DRIVE, THE SAME WIDTH IN THE REAR, BY A DEPTH OF 145 FEET BETWEEN EQUAL AND PARALLEL LINES.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

A. THE MINERAL RESERVATION RIDER ATTACHED AND MADE A PART OF THE ACT RECORDED 10/25/1971, AT COB 118, FOLIO 441 RECORDS OF ST. CHARLES PARISH

B. RESTRICTIONS AS CONTAINED IN ACT FILED OCTOBER 6, 1960, REGISTERED IN COB 28, FOLIO 389; AS AMENDED BY ACT FILED ON FEBRUARY 7, 1961, REGISTERED IN COB 29, FOLIO 302

C. FIVE (5') FOOT SERVITUDE OVER THE REAR OF THE SAID LOT FOR PUBLIC UTILITIES, AS SHOWN ON THE SURVEY OF GERALD B. DUNN, LAND SURVEYOR, DATED JUNE 30, 1971

D. 45-FOOT EASEMENT OVER THE REAR OF SAID LOT IN FAVOR OF THE UNITED GAS PIPE LINE COMPANY AS SHOWN ON SURVEY BY GERALD B. DUNN, LAND SURVEYOR, DATED JUNE 30, 1971

##### 203500A0042A

PAUL, LIZZIE MAE T. CLEAR, JEANNETTE P., C/O  
FOURTH ST. ST. ROSE, LA 70087 TAXES OWED ARE WITH TWO CERTAIN LOTS OR PORTIONS OF GROUND, TOGETHER WITH ALL OF THE IMPROVEMENTS THEREON, AND ALL RIGHTS, WAYS, PRIVILEGES, SERVITUDES AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED AT ST. ROSE, IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, ON THE LEFT BANK OF THE MISSISSIPPI RIVER, DESIGNATED AS LOTS FOUR (4) AND FIVE (5) OF BLOCK B AS PER SURVEY OF SUBDIVISION OF PORTION OF LOT 2 OF THE "ELKINSVILLE SUBDIVISION" IN SECTION 39, T. 13 S. R. 9 E., PREPARED BY E. M. COLLIER, SURVEYOR, DATED OCTOBER 22, 1959, A COPY OF WHICH IS FILED IN THE OFFICE OF THE CLERK OF COURT FOR REFERENCE; AND ACCORDING TO SAID SURVEY THE LOTS MEASURE AS FOLLOWS:

LOT FOUR (4) OF BLOCK B MEASURES SIXTY (60') FEET FRONT ALONG 12 FEET LANE LOCATED ON LOWER OR EAST SIDE OF SAID PROPERTY, BY A DEPTH ALONG LINE OF LOT 3 OF 46.3 FEET, BY A WIDTH IN THE REAR OF SIXTY (60') FEET ALONG 12 FOOT LANE LOCATED ON THE UPPER OR WEST SIDE OF SAID PROPERTY, BY A DEPTH ALONG LINE OF LOT 5, OF 46.3 FEET.

LOT FIVE (5) OF BLOCK B MEASURES SIXTY (60') FEET FRONT ALONG 12 FOOT LANE LOCATED ON LOWER OR EAST SIDE OF SAID PROPERTY, BY A DEPTH ALONG LINE OF LOT 4 OF 46.3 FEET, BY A WIDTH IN THE REAR OF SIXTY (60') FEET ALONG 12 FOOT LANE LOCATED ON THE UPPER OR WEST SIDE OF SAID PROPERTY, BY A DEPTH ALONG LINE OF LOT 6 OF 46.3 FEET.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

A. RESERVATION OF ONE-HALF OF THE MINERALS AND MINERAL RIGHTS IN, UNDER AND TO THE ABOVE DESCRIBED PROPERTY IN FAVOR OF CATHERINE WILLIAMS JONES ET AL AS RECORDED 7/15/1966, AT COB 58/171

B. OIL, GAS AND MINERAL LEASE IN FAVOR OF ALLAN C. CIVELLO RECORDED 3/9/1976, AT COB 172/338

C. OIL, GAS AND MINERAL LEASE IN FAVOR OF ROSEWOOD RESOURCES, INC. RECORDED 2/12/1985, AT COB 350/286

##### 501602B00004

ON THE DAY OF SALE I WILL SELL THE PROPERTY TO THE HIGHEST BIDDER. THE SALE WILL BE WITHOUT APPRAISEMENT, FOR CASH OR OTHER PAYMENT METHODS ACCEPTABLE TO THE TAX COLLECTOR, IN LEGAL TENDER MONEY OF THE UNITED STATES, AND A NON-WARRANTY CASH SALE CERTIFICATE SHALL BE ISSUED TO THE PURCHASER FOR THE PROPERTY.

Publish on: March 20, 2025

### Public Notice

Public Notice

"I, Lezly Sanabria, DOC #754288, have applied for clemency for my convictions of Negligent Homicide. If you have any comments, contact the Board of Pardons (225)342-5421."

Publish: March 20, 27 & April 3 2025

### Public Notice

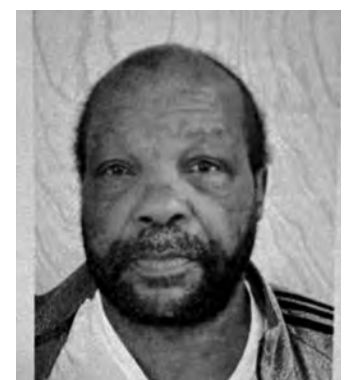
The Little Red Church Food & Fun Festival is applying to the St. Charles Parish Sheriff's Office for a permit to conduct the Little Red Church Food & Fun Festival at St. Charles Borromeo Church Grounds at 13396 River Road, Destrehan, LA 70047 in the Parish of St. Charles. Alcohol will be served at this event.

The time of the event:

Friday, May 2, 2025, 6:00pm -10:00pm  
Saturday, May 3, 2025, 11:00am - 10:00pm  
Sunday, May 4, 2025, 11:00am - 9:00pm

Publish: March 20 & 27, 2025

### Public Notice



I, Jeffrey Miller, have been convicted of **Indecent Behavior with Juveniles**, Date of Conviction: 10/25/2004 and **Sexual Battery**, Date of Conviction: 10/25/2004. My address is: 770 E. Terrace St, Destrehan, LA.

RACE: Black  
SEX: Male  
DOB: 01/05/1959  
HGT: 5'8"  
WGT: 168  
HAIR COLOR: Black  
EYE COLOR: Brown

PUBLISH: March 20 and March 27, 2024

Public Notice

Monday, January 13, 2025  
Council Chambers

BOARD OF COMMISSIONERS OF THE (9-1-1)  
ST. CHARLES PARISH COMMUNICATIONS DISTRICT

PRESENT:

Major Sam Zinna, Sheriff's Office Representative  
Chief Armond Bourque, Parish President's Representative  
Chief Oliver Dufrene, Firemen's Association  
Sgt. Mikel Melton, Sheriff's Office Representative  
Amber Walsh, Minute Clerk

ABSENT:

Captain Johnny Bourgeois, Firemen's Association  
Chief Michael Heath, Parish Council Representative  
EMS Director Huey Marcel, St. Charles Hospital Representative

IN ATTENDANCE:

Ravenel Mixon / 9-1-1 Director  
Angel Maranto / Assistant 9-1-1 Director

CALL TO ORDER:

Major Zinna called the Monday, January 13, 2025, meeting of the Board of Commissioners of the St. Charles Parish Communications District to order at 5:00 p.m., which was held in the Council Chambers.

SILENT PRAYER & PLEDGE:

Time for a silent prayer was given followed by the Pledge of Allegiance.

Motion was made by Chief Bourque and seconded by Chief Dufrene approving minutes of the meeting held on Monday, December 9, 2024.

YEAS: ZINNA, BOURQUE, DUFRENE, MELTON  
NAYS: NONE  
ABSENT: BOURGEOIS, HEATH, MARCEL  
Motion carried.

REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES:

A. SECRETARY/TREASURER REPORT:

Motion was made by Chief Dufrene and seconded by Sgt. Melton approving payment of Herald/Guide Invoice # 118307 dated December 31, 2024 in the amount of \$56.58.

YEAS: ZINNA, BOURQUE, DUFRENE, MELTON  
NAYS: NONE  
ABSENT: BOURGEOIS, HEATH, MARCEL  
Motion carried.

B. 9-1-1 DIRECTOR'S REPORT:

Director Ravenel Mixon gave a brief overview on personnel, maintenance, etc., for the 9-1-1 Communications Center.

UNFINISHED OLD BUSINESS:

NONE

NEW BUSINESS:

A. Motion was made by Chief Bourque and seconded by Chief Dufrene to approve the Intergovernmental Agreement between the Communications District and Sheriff and Law Enforcement District for services to be rendered in 2025.

YEAS: ZINNA, BOURQUE, DUFRENE, MELTON  
NAYS: NONE  
ABSENT: BOURGEOIS, HEATH, MARCEL  
Motion carried.

B. Motion was made by Chief Dufrene and seconded by Sgt. Melton to approve Commercial General Liability Policy renewal with Axis Surplus Insurance Company and Professional Liability (Public Officials Errors and Omissions) Policy renewal with Indian Harbor Insurance Company for the term 1/19/2025 through 1/19/2026 through Riverlands Insurance Services in the total amount of \$36,389.48.

YEAS: ZINNA, BOURQUE, DUFRENE, MELTON  
NAYS: NONE  
ABSENT: BOURGEOIS, HEATH, MARCEL  
Motion carried.

C. Motion was made by Chief Bourque and seconded by Chief Dufrene to approve the CritiCall Test Genius software renewal with Biddle Consulting Group for the period from 2/18/2025 to 2/17/2026 in the amount of \$2,845.00.

YEAS: ZINNA, BOURQUE, DUFRENE, MELTON  
NAYS: NONE  
ABSENT: BOURGEOIS, HEATH, MARCEL  
Motion carried.

D. Motion was made by Chief Bourque and seconded by Sgt. Melton to approve the Fire Incidents CAD Integration renewal for seven (7) of the Volunteer Fire Departments with ESO Solutions, Inc. for the period from 1/12/2025 to 1/11/2026 in the amount of \$3,085.87.

YEAS: ZINNA, BOURQUE, DUFRENE, MELTON  
NAYS: NONE  
ABSENT: BOURGEOIS, HEATH, MARCEL  
Motion carried.

E. Motion was made by Chief Dufrene and seconded by Sgt. Melton to approve four (4) four-inch Green 6-digit IP wall clocks for the 9-1-1 Operations Center from Safiran Trusted 4D, Inc. in the amount of \$4,825.00.

YEAS: ZINNA, BOURQUE, DUFRENE, MELTON  
NAYS: NONE  
ABSENT: BOURGEOIS, HEATH, MARCEL  
Motion carried.

F. Motion was made by Chief Bourque and seconded by Sgt. Melton to approve to send four (4) telecommunicators to the APCO 2025 Navigator Conference in Orlando, FL, April 14-17, 2025, in the total amount of \$5,025.00 for registration, lodging, meals and airfare.

YEAS: ZINNA, BOURQUE, DUFRENE, MELTON  
NAYS: NONE  
ABSENT: BOURGEOIS, HEATH, MARCEL  
Motion carried.

G. Motion was made by Chief Bourque and seconded by Sgt. Melton to approve to send five (5) telecommunicators to the 2025 Louisiana NENA/APCO Symposium in Lake Charles, LA, April 21-23, 2025, in the total amount of \$5,128.40.

YEAS: ZINNA, BOURQUE, DUFRENE, MELTON  
NAYS: NONE  
ABSENT: BOURGEOIS, HEATH, MARCEL  
Motion carried.

ANNOUNCEMENTS:

NONE

The next regular meeting will be held Monday, February 10, 2025, at 5:00 p.m. at the 9-1-1 Center.

Motion to adjourn was made by Chief Bourque and seconded by Sgt. Melton.

YEAS: ZINNA, BOURQUE, DUFRENE, MELTON  
NAYS: NONE  
ABSENT: BOURGEOIS, HEATH, MARCEL  
Motion carried.

There being no further business, Maj. Zinna adjourned the meeting at 5:22 p.m.

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

ATTEST: *[Signature]* SAM ZINNA, PRESIDENT  
ST. CHARLES PARISH COMMUNICATIONS DISTRICT (9-1-1)  
ATTEST: *[Signature]* JOHNNY BOURGEOIS, SECRETARY/TREASURER  
ST. CHARLES PARISH COMMUNICATIONS DISTRICT (9-1-1)

Publish on: March 20, 2025

Public Notice

ST. CHARLES PARISH HOSPITAL SERVICE DISTRICT NO 1

The Board of commissioners of St. Charles Parish Hospital Service District, Parish of St. Charles, State of Louisiana met for a regular Board of Commissioners' meeting on January 29, 2025, at 2:04 PM. It was noted the following Board Members were present: Mr. Jake Lemmon, Mrs. Pamela Smith, Mr. Timothy Vial, and Councilwoman Holly Fonseca.

Absent: Mrs. Karen Raymond and Mr. William Simon.

Mr. Jake Lemmon announced Public Hearing and requested anyone wishing to address the Board on any of the agenda items for today's meeting to please speak now. There being none, after three (3) announcements, the Public Hearing was closed.

Under Special Business, Mr. Keith Dacus announced the Employee of the Month for December 2024, Ms. Dreka Dudley, Mental Health Technician, Behavioral Health. Mr. Dacus asked Mr. Jarrett Fuselier to speak regarding Ms. Dudley. Mr. Fuselier stated that Ms. Dudley is great in the Behavioral Health Unit, she trains new employees and has a very special connection with the patients. Congratulations were extended.

Mr. Jake Lemmon entertained a motion to enter Executive Session for discussing Strategic Planning and/or Personnel Issues. It was motioned by Smith seconded by Vial to enter into Executive Session at 2:08 PM for the purpose previously stated.

For: Lemmon, Smith, and Vial

Against: None

It was motioned by Vial seconded by Smith to return to regular session at 2:32 PM.

For: Lemmon, Smith, and Vial

Against: None

There was no new business.

The Board of Commissioner's Minutes from the January 8, 2025, meeting were presented. There being no revisions, it was motioned by Vial seconded by Smith to approve the January 8, 2025, Board of Commissioner's minutes as presented.

For: Lemmon, Smith, and Vial

Against: None

Dr. Danielle Levy, Chief of Staff, presented the Medical Staff Report from the January 15, 2025, meeting. It was motioned by Smith seconded by Vial to approve the Medical Staff Executive Committee Report from the January 15, 2025, meeting as presented.

For: Lemmon, Smith, and Vial

Against: None

Dr. Danielle Levy reported that all credential files were thoroughly reviewed by the appropriate physician members prior to the meeting. Files were reviewed according to the Medical Staff bylaws. It was motioned by Smith seconded by Vial to approve the following credentials as presented: There were three new physicians: Sunil Paudel, MD - Hospital Medicine, Rahul Shah, MD -

Gastroenterology, Richard Tsien, MD - Emergency Medicine, five advanced practice providers: Patricia Giemillion - CRNA, Jessica Koon, NP - Emergency Medicine, Michele Kluft - CRNA, Elizabeth Nelson - CRNA, Lisa Tran-Laurent, DNP - Hospital Medicine, nine resignations: Casey Almonte, MD - Emergency Medicine, Tom Bork - CRNA, Andrew Dalvisio, MD - Hematology/Oncology, Safem Elkhatay, MD - Emergency Medicine, Abby Gaudolf, MD - Internal Medicine, Theresa Nuttl, MD - Pathology, Jash Patel, MD - Radiology, Daniel Rovira, MD -

Radiology, Rosanne Zeringue, PA - Hospital Medicine, three provisional reviews: Jose Barrientos-Paz, MD - Cardiology, Scott Nelson, MD - Emergency Medicine, Addie Walker, MD - Pathology, two change in category: Julie Wang, MD - Active to Consultant, Jennifer Malsbury, DO - Active to Consultant and twenty-five reappointments: Mona Bansal, MD - Pathology, Jennifer Baur, MD - Gynecology, Julie Cronan, MD - Radiology, Christopher Edwards, MD - TeleNeurology, Ian Elliott, MD - Orthopedics, Juan Gimenez, MD - Radiology, Peter Goertz, MD - TelePsychiatry, Ryan Hebert, MD - Radiology, Muhammad Khan, MD - TeleNeurology, Jeffrey Kuo, MD -

Emergency Medicine, Mary Lohrano, MD - Radiology, Gerald Luzza, MD - Pathology, Jennifer Malsbury, DO - General Surgery, Anne McConville, MD - Anesthesiology, Richard Orange, MD - Radiology, Bala Prakash, MD - e-ICU, Carol Shih, MD - Emergency Medicine, Thom Smlari, MD - Pathology, Julie Wang, MD - Urology, Tong Yang, MD - Pathology, Kaley Bent, PA - Orthopedics, Patrick Dauterive - CRNA, Christopher Hildebrandt, PA - Orthopedics, Erin Murphy - CRNA, Amy Schmitt, NP - Emergency Medicine.

For: Lemmon, Smith, and Vial

Against: None

The Quality and Patient Experience Report was provided by Mr. Jarrett Fuselier and Mr. Keith Dacus. Mr. Fuselier presented the Prove Our Value Quality, HCAHPS, EDCAHPS, Ambulatory, Outpatient Diagnostics, Medical Practice, and Telemedicine. Mr. Keith Dacus presented Serve More Patients data and the Primary Care Goals/Metrics, Physician Updates, and St. Charles Clinic Unique Patients by Care Type.

Mrs. Brianna Sparreicht presented the Finance Report: MTD Statistical Graphs, MTD Financial Graphs, YTD Financial Graphs, Financial Summary Statistical Report, Surgery Report, Cash Receipts Report and Agency FTE's for the month of December were presented. Mrs. Brianna Sparreicht presented the Louisiana Compliance Questionnaire. It was motioned by Vial seconded by Smith to approve the Louisiana Compliance Questionnaire.

For: Lemmon, Smith, and Vial

Against: None

The Chief Executive Officer's Report followed. Mr. Keith Dacus asked Mr. Jarrett Fuselier to provide the Moment of Quality. Mr. Fuselier commended the relief staff, many having longer commutes due to the weather conditions and taking extra shifts after opening the hospital after the snowstorm. Mr. Fuselier thanked all B Team staff as everyone pitched in to handle the additional volume after the storm. Mr. Fuselier also commented that Mr. Keith Dacus cleaned the snow off employee cars during the night.

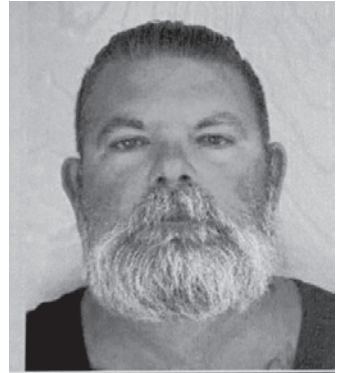
Mr. Keith Dacus gave updates on the hospital and clinics and also presented the Community Outreach topic, including the Volunteer Services/Auxiliary/Community Outreach/Synergy important dates. Mr. Jake Lemmon stated being no announcements, the next scheduled Board of Commissioners' Meeting is February 26, 2025, at 2:00 PM.

There being no further business, it was motioned by Vial seconded by Smith to adjourn. The motion carried, and the meeting ended at 2:44 PM.

ATTEST: *[Signature]* Pamela W. Smith, Chairman or Acting Chairman  
*[Signature]* Secretary

Publish on: March 20, 2025

Public Notice



I, Timothy Paul Lee, have been convicted of Carnal Knowledge of a Juvenile. Date of Conviction: 09/17/2009. My address is: 124 Crochet Ln, Des Almands, LA 70030.

RACE: White  
SEX: Male  
DOB: 06/24/1978  
HGT: 5'4"  
WGT: 150  
HAIR COLOR: Brown  
EYE COLOR: Hazel

PUBLISH: March 20 and March 27, 2024

Sheriff's Sale

SHERIFF'S OFFICE  
SHERIFF'S SALE  
Suit No: (45) 95194-D

Date: Wednesday, January 29, 2025

21ST MORTGAGE CORPORATION

vs

DANIELLE WYNETTE HONOR  
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:

WEDNESDAY, JANUARY 08, 2025, 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, APRIL 02, 2025, at 10:00 AM., to the last and highest bidder for

cash, the following described property, to wit:

2024 CHAMPION 32 X 76 MOBILE HOME BEARING SERIAL NUMBERS 02500HA003383A AND 025000HA003383B

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

NINETY-NINE THOUSAND NINE HUNDRED AND SEVENTY-FIVE AND SEVENTY-FOUR (\$99,975.74) 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 20, 2025  
ATTORNEY FOR PLAINTIFF:

KAREN E. TREVATHAN  
8235 YMCA PLAZA DRIVE,  
SUITE 400

BATON ROUGE, LA 70810  
225-334-9222  
SCSO-CIV-209-0402

**Public Notice**



I, **Eric J Gros**, have been convicted of **Forcible Rape**, Date of Conviction: 06/13/2013 and **Simple Rape**, Date of Conviction: 07/10/2001. My address is: 115 Dixie Dr, Des Allemands, LA 70030.

RACE: White  
SEX: Male  
DOB: 09/09/1981  
HGT: 5'6"  
WGT: 170  
HAIR COLOR: Brown  
EYE COLOR: Brown

PUBLISH: March 13 and March 20, 2024

**Sheriff's Sale**

**SHERIFF'S OFFICE  
SHERIFF'S SALE  
Suit No: (45) 95227-C**

**Date: Thursday, March 6, 2025  
HUNTINGTON NATIONAL BANK**

vs

**KEVIN P. BURKE AND TAMMY BORNE BURKE**

**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 28, 2025, 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, APRIL 02, 2025, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:

2022 WILDWOOD 27RK (VIN No:4X4TWDC24NA274877)  
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:

**TWENTY-NINE THOUSAND AND FORTY-ONE AND EIGHTY-SIX (\$29,041.86) 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.**

**PUBLISH ON: March 20, 2025  
GREG CHAMPAGNE, SHERIFF & EXOFFICIO**

**TAX COLLECTOR  
St. Charles PARISH  
ATTORNEY FOR PLAINTIFF:**

**Emily E. Holley  
3510 N. Causeway Blvd., Suite 600  
Metairie, LA 70002  
504-831-7726  
SCSO-CIV-209-0402**

**Public Notice**

**PLANNING & ZONING COMMISSION**

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON APRIL 3, 2025 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

**2025-2-MIN** requested by Tiffany Willis and New Jerusalem Holiness Church for a resubdivision of three lots into four, **1718 Paul Maillard Road, Luling**, Zoning District R-1A(M) and C-3, Council District 1.

**2025-1-SPU** requested by Carla Chiasson for an Accessory Dwelling Unit in an R-1A zoning district, **132 Edna Drive, Des Allemands**, Council District 4.

**2025-3-R** requested by Jonte Knight for a change of zoning from R-1A to R-1A(M) on Lot 8, Block 10, Village of Hahnville, **between 210 and 230 Hahn Street, Hahnville**, Council District 1.

**ALTERNATE DATE: 4/10  
PUBLISH: 3/20, 3/27, 4/3**

**Public Notice**



MATTHEW JEWELL  
PARISH PRESIDENT

BRENDA J. CAMPOS  
PROCUREMENT OFFICER

**St. CHARLES PARISH  
PROCUREMENT**

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:  
**11:00a.m - Thursday, April 8<sup>th</sup>, 2025**

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3400, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3rd FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: <https://www.centralbidding.com> PROMPTLY THEREAFTER, THE BID(S) WILL BE PUBLICLY OPENED AND READ ALOUD ON THE 3<sup>rd</sup> FLOOR IN THE LARGE CONFERENCE ROOM OF THE ST. CHARLES PARISH COURTHOUSE. FOR: BID #(s):

- BID# 1006 FOR 8 SETS OF BLEACHERS FOR WB BRIDGE PARK AND EB BRIDGE PARKS, DEPARTMENT OF RECREATION
- BID# 1007 FOR (3) SCAG TIGER CAT II OR EQUAL LAWNMOWERS FOR THE RECREATION DEPARTMENT
- BID# 1008 - TWO YEAR CONTRACT FOR SIGNS AND POSTS FOR THE PUBLIC WORKS DEPARTMENT
- BID# 1009 - TWO YEAR CONTRACT FOR ROLL OFF CONTAINERS FOR PUMPING STATIONS

DETAILED SPECIFICATIONS MAY BE PICKED UP, MAILED, OR EMAILED BY CONTACTING SAMANTHA PEARCE AT THE PARISH COURTHOUSE (PHONE 985-783-5000) OR AN EMAIL REQUESTED TO [spearce@stcharlesgov.net](mailto:spearce@stcharlesgov.net) BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT <https://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  
P. O. BOX 302  
HAHVILLE, LA 70057

BID ADVERTISED:  
ST. CHARLES HERALD GUIDE  
March 20 and 27, 2025

**Public Notice**

**SECTION 00010**

**ADVERTISEMENT FOR BIDS**

The Parish of St. Charles, hereby advertises bids for construction of LA 18 Cast Iron Water Main Replacement, Phase III, Project No. WWKS 113 as follows:

Owner: **St. Charles Parish**

Project Title: **LA 18 Cast Iron Water Main Replacement, Phase III**

Project No.: **WWKS 113**

Principal Work Location: **Along LA 18, Hahnville, from Fashion Plantation Blvd. to Annie Lane (+/- 0.9 miles)**

Description of Basic Work: **a "new" waterline to replace the existing cast iron system from approximately Fashion Plantation Blvd. to Annie Lane, along LA 18 in Hahnville, LA.**

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3<sup>rd</sup> Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at [www.centralbidding.com](http://www.centralbidding.com), **no later than 10:00 a.m. local time on April 15, 2025**. Promptly thereafter, the bids will be publicly opened and read aloud in the **Council Chambers** of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

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

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

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on **April 1, 2025 at 10:00 a.m. at St. Charles Parish Department of Waterworks, 301 Third St., Luling, Louisiana**. Attendance of the Pre-Bid Conference is **Mandatory**.

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

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

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

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

St. Charles Parish Council  
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, March 13, 2025  
Thursday, March 20, 2025  
Thursday, March 27, 2025

**Public Notice**

A PUBLIC AUCTION  
THURSDAY, APRIL 03, 2025 AT 1:00PM  
SURPLUS FROM ST CHARLES PARISH SHERIFF'S OFFICE

LOCATION: Manheim Lafayette  
1611 St. Mary Street  
Scott, LA 70583

**LISTING:** [www.stcharlessheriff.org](http://www.stcharlessheriff.org) & <https://www.manheim.com/publicauctions/sales.do>  
**INSPECTION:** Public Buyers can inspect the inventory beginning the morning of the sale up until sale time.  
**TERMS:** Cash, Cashier's Checks, Money Order. No personal or company checks without a Bank Letter of Guarantee valid for 15 banking days after the auction

For more information, contact Lt. Andy Cimino, Fleet Manager @ (985) 783-1340.

Auction conducted by: MANHEIM LAFAYETTE (RENEE TORINA)  
1611 St. Mary Street, Scott, LA 70583 (337) 237-5620

Publish on: March 20 & 27, 2025

**Public Notice**

ORDINANCES ADOPTED AT THE MEETING OF FEBRUARY 24, 2025, 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 Holly Fonseca  
Councilmembers Michael A. Mobley, La Sandra D. Wilson,  
Heather Skiba, Walter Pilié, Willie Comardelle, Michelle O'Daniels,  
Bob Fisher, Michele deBruler**

Monday, February 24, 2025 6:00 PM Council Chambers, Courthouse

**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 Dubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Samantha de Castro, Chief Operations Officer Darin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Dussorn, Public Works Director Miles Bingham, Senior Projects Manager Sam Scholte, Planning & Zoning Director Michael Albert, Waterworks Director Gregory Gordon, Parks and Recreation Director Duane Forst, Eric Zurcher, Public Information Office

**CALL TO ORDER**

**PRAYER / PLEDGE**

Pastor Peyton Quiño  
First Baptist Church, Luling

**APPROVAL OF MINUTES**

A motion was made by Councilmember Fisher, seconded by Councilmember Pilié, to approve the minutes from the regular meeting of February 10, 2025. 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.)**

**2025-0035**

Recognition: "Krewe of G-Old Timers Day"

Sponsors: Mr. Jewell  
Read

**2025-0036**

Proclamation: "Hardline Mardi Gras Fest"

Sponsors: Ms. Skiba  
Read

**2025-0037**

Proclamation: "Krewe of Lul Day"

Sponsors: Ms. Skiba  
Councilwoman deBruler spoke on the matter.

Read

**2025-0038**

In Recognition: Mr. Stanley Roy Dufrene and Mrs. Sandra Bernard Dufrene - 2025 King and Queen, Krewe of Lul

Sponsors: Mr. Jewell  
Read

**2025-0039**

In Recognition: Ms. Lorel Gonzales - 2025 Grand Marshal, Krewe of Lul

Sponsors: Mr. Jewell  
Read

**2025-0040**

Proclamation: "Krewe of Des Allemands Day"

Sponsors: Mr. Comardelle  
Read

**2025-0041**

In Recognition: Mr. Harry Aucoin and Mrs. Fay Matheme Aucoin - 2025 King and Queen, Krewe of Des Allemands

Sponsors: Mr. Jewell  
Read

**2025-0042**

In Recognition: Mr. Willie Badeaux - 2025 Grand Marshal, Krewe of Des Allemands

Sponsors: Mr. Jewell  
Read

Chairman Fonseca recognized State Representative Sylvia Taylor by thanking her for her attendance.

**2025-0043**

Peanut Butter Collection Drive - Mr. Jarrett Fuselier, AVP of Nursing, St. Charles Parish Hospital

Sponsors: Ms. Fonseca  
Read

**2025-0044**

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

Sponsors: Ms. Skiba  
Read

**2025-0045**

Proclamation: "Lions Month in St. Charles Parish"

Sponsors: Ms. Fonseca  
Read

2025-0053

In Recognition: Viola Richnair Smith, 100th Birthday

Sponsors: Ms. Wilson

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2025-0046

Department of Parks & Recreation/Edward A. Dufresne Community Center/Prime Time Seniors

Parks & Recreation Director Duane Forel reported.

Councilwoman Wilson spoke on the matter. Mr. Forel spoke on the matter. Councilman Fisher spoke on the matter. Chairman Fonseca spoke on the matter. Parish President Matthew Jewell spoke on the matter.

Reported

2025-0047

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FONSECA 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 10, 2025, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2025-0049

An ordinance approving and authorizing the execution of a Professional Services Agreement with MSMM Engineering, LLC, to perform consulting work and engineering services for the Texaco Road Rehabilitation (Project No. P250201), in the not to exceed amount of \$86,850.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 10, 2025

2025-0050

An ordinance approving and authorizing the execution of a Professional Services Agreement with Shread-Kuyrkendall & Associates, Inc., to perform engineering services for the Lakewood Pump Station Discharge Modifications (Project No. P241106), in the not to exceed amount of \$204,885.40.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 10, 2025

2025-0051

An ordinance approving and authorizing the execution of a Professional Services Agreement with ELOS Environmental, LLC, for ELOS Permits (Project No. P250202), in the not to exceed amount of \$300,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 10, 2025

2025-0052

An ordinance approving and authorizing the execution of a Professional Services Agreement with Bella Marketing, LLC/dba Coastal Permitting for the Coastal Permits (Project No. P241201), in the not to exceed amount of \$300,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 10, 2025

2025-0054

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to R-1M across approximately 7 acres on Lot 4A, Champagne Tract, 16139 River Road, Hahnville as requested by Nicholas and Amanda Diecidue for LG&E Holdings, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 10, 2025

2025-0055

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to C-2 on Lots B and C, Aulin Subdivision, adjacent to 16630 Hwy 90, Des Allemands as requested by Mike Nabut for Nabut Brothers, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 10, 2025

2025-0056

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to C-1 on Lot 9, Square A, Good Hope Subdivision, 318 Clayton Drive, Norco as requested by Regina Joseph.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 10, 2025

2025-0057

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on Lot 35-A-1, Square 32, New Sarpy Subdivision, 550 W. McAdoo Street, New Sarpy as requested by Bobbie Beard.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on March 10, 2025

2025-0058

An ordinance approving and authorizing the execution of a Contract with LA Contracting Enterprise, LLC, for the Phase 3 Water Main Replacement in Bonnet Carré Spillway (Project No. WWKS 105), in the amount of \$371,000.00.

Sponsors: Mr. Jewell and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on March 10, 2025

2025-0059

An ordinance to rescind Ordinance No. 24-10-6 and to approve a 104 acre temporary construction servitude over property now or formerly owned by Storehouse Lane Investments, LLC for the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (P200801).

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on March 10, 2025

PLANNING AND ZONING PETITIONS

2025-0019

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 35 and 36, Square E, Oak Ridge Park Subdivision, 925 and 935 Paul Frederick Drive, Luling as requested by Danny Alexander.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

Speakers: Mr. Danny Alexander, Hahnville Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No. 25-2-4

2025-0020

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to M-1 on Lot 127X, Coteau de France, 16076 Highway 631, Paradis as requested by Pether Alonso.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

Speakers: Ms. Bertha Earfield, Des Allemands Mr. Donald Moyer, Des Allemands Mr. Mitchell Bolden, Jr., Boutte Ms. Sara Sims Touchard, Paradis Public Hearing Requirements Satisfied

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

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruier

Nay: 2 - Mobley and Fonseca

Enactment No. 25-2-5

2025-0021

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-1 to R-1A(M) on a Portion of Lot 1 of the P.R. Vicknair Property, 167 Post Street, Killona as requested by Bruce Pitre and Robin Rogers.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yea: 5 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruier

Nay: 0

Enactment No. 25-2-6

2025-0022

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on Lot 25A, Good Hope Subdivision Annex 'C', 196 Good Hope Street, Norco as requested by Malcolm Darenbourg, III for M.A.D. III, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

Public Hearing Requirements Satisfied

Council Discussion

Councilwoman Wilson stated her reason for abstaining

VOTE ON THE PROPOSED ORDINANCE

Yea: 0

Nay: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruier

Abstain: 1 - Wilson

Failed

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2025-0024

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 23-7-7, which approved a Professional Services Agreement with Bryant Hammett & Associates, LLC, to perform additional surveying services for the Texaco Road Survey (Project No. P230601), in the lump sum amount of \$21,015.00.

Sponsors: Mr. Jewell and Department of Public Works

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

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 0 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruier

Nay: 0

Enactment No. 25-2-7

2025-0025

An ordinance approving and authorizing the execution of a Change Order No. 1 for the St. Charles Parish East Bank Water Treatment Plant Hurricane Ida Repairs (Project No. WWKS 109), to increase the contract amount by \$134,919.00 and to increase contract time by 50 days.

Sponsors: Mr. Jewell and Department of Waterworks

Reported: Waterworks Department Recommended: Approval Waterworks Director Gregory Gordon 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 deBruier

Nay: 0

Enactment No. 25-2-8

2025-0026

An ordinance approving and authorizing the execution of Change Order No. 3 (Final) for the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements, (Project No. P181101), to decrease the contract amount by \$64,132.57.

Sponsors: Mr. Jewell and Department of Public Works

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

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 0 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruier

Nay: 0

Enactment No. 25-2-9

2025-0027

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 20-8-13, which approved an Engineering Services Agreement between N-Y Associates, Inc., to facilitate requested changes at the intersection of Carriage and Dunleith Canals for the Carriage/Dunleith Canals Drainage Structure (Project No. P200706), in the amount of \$44,403.00, resulting in an overall contract value not to exceed \$473,378.00.

Sponsors: Mr. Jewell and Department of Public Works

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

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0  
 Enactment No: 25-2-10  
**2025-0028**  
 An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the Des Allemands Phase 1 Bulkhead (Project No. P210801), to decrease the contract amount by \$118,000.72 and decrease the contract time by sixteen (16) calendar days, for a total contract price of \$5,949,452.71 and total contract time of two hundred fifty-three (253) calendar days.

**Sponsors:** Mr. Jewell and Department of Public Works

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

**VOTE ON THE PROPOSED ORDINANCE**

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

Nay: 0

Enactment No: 25-2-11

**2025-0029**  
 An ordinance approving and authorizing the execution of a Contract with Thompson Consulting Services, LLC, for Storm Debris Monitoring 2024 (Project No. P241002).

**Sponsors:** Mr. Jewell and Department of Public Works

Reported:  
 Public Works Department Recommended: Approval  
 Chief Administrative Officer Mike Palamone spoke on the matter.  
 Public Hearing Requirements Satisfied

Council Discussion  
 Mr. Palamone spoke on the matter.  
 Legal Services Director Corey Oubre spoke on the matter.

Amendment: To amend the 1st page, 4th paragraph, of contract to revise the date of February 1, 2024 to February 1, 2025.

A motion was made by Councilmember O'Daniels, seconded by Councilmember Skiba, to Amend File No. 2025-0029. The motion carried by the following vote:

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

Nay: 0

Amended

Public Hearing Requirements Satisfied

**VOTE ON THE PROPOSED ORDINANCE AS AMENDED**

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

Nay: 0

Enactment No: 25-2-12

**2025-0030**  
 An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., for testing and inspection services for the Capital Project Testing and Inspection (Project No. P250107), in the not to exceed amount of \$250,000.00.

**Sponsors:** Mr. Jewell and Department of Public Works

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

**VOTE ON THE PROPOSED ORDINANCE**

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

Nay: 0

Enactment No: 25-2-13

**2025-0031**  
 An ordinance approving and authorizing the execution of a Professional Services Agreement with Terracon Consultants, Inc., to perform engineering services for Roadway Coring - 2025 (Project No. P250106), in the not to exceed amount of \$100,000.00.

**Sponsors:** Mr. Jewell and Department of Public Works

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

**VOTE ON THE PROPOSED ORDINANCE**

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

Nay: 0

Enactment No: 25-2-14

**2025-0032**  
 An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance No. 21-4-7, which approved a Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Montz Pump Station (Project No. P210301), in the amount not to exceed \$797,379.50, which increases the overall contract value to \$1,525,535.50.

**Sponsors:** Mr. Jewell and Department of Public Works

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

Amendment: To amend Ordinance in 4 places and amend Amendment in two places to add No. 1 behind Montz Pump Station.

Public Hearing Requirements Satisfied

Council Discussion  
 Mr. Bingham spoke on the matter.

A motion was made by Councilmember Comardelle, seconded by Councilmember Fisher, to Amend File No. 2025-0032. The motion carried by the following vote:

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

Nay: 0

**2025-0032**  
 An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance No. 21-4-7, which approved a Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Montz Pump Station No. 1 (Project No. P210301), in the amount not to exceed \$797,379.50, which increases the overall contract value to \$1,525,535.50.

**Sponsors:** Mr. Jewell and Department of Public Works

Amended

Public Hearing Requirements Satisfied

Mr. Bingham spoke on the matter.  
 Further Council Discussion

**VOTE ON THE PROPOSED ORDINANCE AS AMENDED**

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

Nay: 0

Enactment No: 25-2-15

**2025-0033**  
 An ordinance approving and authorizing the execution of a Professional Services Agreement with Barowka and Bonura Engineers and Consultants, LLC, to perform engineering services for the Cousins Canal Bank Stabilization (Project No. P241103), in the not to exceed amount of \$618,000.00.

**Sponsors:** Mr. Jewell and Department of Public Works

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

Amendment: To amend Attachment A of Professional Services Agreement to revise verbiage reading:  
 Phase II - Primrose Drive south to Blouin Canal pump station  
 To read:  
 Phase II - Primrose Drive south to Cousins pump station

Public Hearing Requirements Satisfied

A motion was made by Councilmember Comardelle, seconded by Councilmember deBruler, to Amend File No. 2025-0033. The motion carried by the following vote:

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

Nay: 0

Amended

Public Hearing Requirements Satisfied

**VOTE ON THE PROPOSED ORDINANCE AS AMENDED**

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

Nay: 0

Enactment No: 25-2-16

**131 2025-0034**

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs on both sides of Williams Street in Boutte.

**Sponsors:** Mr. Comardelle

Reported:  
 Councilman Comardelle Recommended: Approval  
 Councilman Comardelle 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: 25-2-17

**APPOINTMENTS**

**2025-0048**

A resolution appointing a member to the St. Charles Parish Library Board of Control as the District I Representative.  
 Vacancy Announced

**ADJOURNMENT**

A motion was made by Councilmember deBruler, seconded by Councilmember Wilson, to adjourn the meeting at approximately 8:05 pm. The motion carried by the following vote:

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 on: March 20, 2025

**Public Notice**

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, MARCH 10, 2025, 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.

**2025-0054**  
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
 (DEPARTMENT OF PLANNING & ZONING)

**ORDINANCE NO. 25-3-1**  
 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to R-1M across approximately 7 acres on Lot 4A, Champagne Tract, 16139 River Road, Hahnville as requested by Nicholas and Amanda Diecidue for LG&E Holdings, LLC.

**WHEREAS,** Nicholas and Amanda Diecidue for LG&E Holdings, LLC requests a rezoning from O-L to R-1M across approximately 7 acres on Lot 4A, Champagne Tract, Hahnville, as shown on the survey by Stephen P. Flynn, PLS dated November 14, 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 6, 2025.

**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 across approximately 7 acres on Lot 4A, Champagne Tract, Hahnville as shown on the survey by Stephen P. Flynn, PLS dated November 14, 2024, as requested by Nicholas and Amanda Diecidue for LG&E Holdings, 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 across approximately 7 acres on Lot 4A, Champagne Tract, Hahnville as shown on the survey by Stephen P. Flynn, PLS dated November 14, 2024, as requested by Nicholas and Amanda Diecidue for LG&E Holdings, 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 Residential High.

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 10th day of March, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Mobley Fonseca*  
 SECRETARY: *Michelle Impastato*  
 DLVD/PARISH PRESIDENT: *March 11, 2025*  
 APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: *Matthew Jewell*  
 RETD/SECRETARY: *March 13, 2025*  
 AT: 10:15am REC'D BY: *[Signature]*

**2025-0055**  
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
 (DEPARTMENT OF PLANNING & ZONING)

**ORDINANCE NO. 25-3-2**  
 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to C-2 on Lots B and C, Autin Subdivision, adjacent to 16830 Hwy 90, Des Allemands as requested by Mike Nabut for Nabut Brothers, LLC.

**WHEREAS,** Mike Nabut for Nabut Brothers, LLC requests a rezoning from R-1A(M) to C-2 on Lots B and C, Autin Subdivision, Des Allemands as shown on the survey by Cody A. DiMarco, PLS dated January 15, 2025; 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 6, 2025.

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 C-2 on Lots B and C, Autin Subdivision, Des Allemands as shown on the survey by Cody A. DiMarco, PLS dated January 15, 2025, as requested by Mike Nabut for Nabut Brothers, 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 R-1A(M) to C-2 on Lots B and C, Autin Subdivision, Des Allemands as shown on the survey by Cody A. DiMarco, PLS dated January 15, 2025, as requested by Mike Nabut for Nabut Brothers, LLC.

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 10th day of March, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Mobley Fonseca SECRETARY: Michelle Dupont DLVD/PARISH PRESIDENT: March 11, 2025 APPROVED: DISAPPROVED: PARISH PRESIDENT: Matthew Jewell RETD/SECRETARY: March 13, 2025 AT: 10:15am RECD BY:

2025-0057 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING) ORDINANCE NO. 25-3-3

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on Lot 35-A-1, Square 32, New Sarpy Subdivision, 550 W. McAdoo Street, New Sarpy as requested by Bobbie Beard.

WHEREAS, Bobbie Beard requests a rezoning from R-1A to R-1A(M) on a Lot 35-A-1, Square 32, New Sarpy Subdivision, New Sarpy as shown on the survey by Louis J. Gassen Jr. PLS dated October 15, 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 6, 2025.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A to R-1A(M) on Lot 35-A-1, Square 32, New Sarpy Subdivision, New Sarpy as shown on the survey by Louis J. Gassen Jr. PLS dated October 15, 2024, as requested by Bobbie Beard.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A to R-1A(M) on Lot 35-A-1, Square 32, New Sarpy Subdivision, New Sarpy as shown on the survey by Louis J. Gassen Jr. PLS dated October 15, 2024, as requested by Bobbie Beard.

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 10th day of March, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Mobley Fonseca SECRETARY: Michelle Dupont DLVD/PARISH PRESIDENT: March 11, 2025 APPROVED: DISAPPROVED: PARISH PRESIDENT: Matthew Jewell RETD/SECRETARY: March 13, 2025 AT: 10:15am RECD BY:

2025-0049 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS) ORDINANCE NO. 25-3-4

An ordinance approving and authorizing the execution of a Professional Services Agreement with MSMM Engineering, LLC, to perform consulting work and engineering services for the Texaco Road Rehabilitation (Project No. P250201), in the not to exceed amount of \$86,850.00.

WHEREAS, Texaco Road has deteriorated to a poor condition, and rehabilitation of the roadway is needed to return it to a safe condition for vehicular traffic; and,

WHEREAS, St. Charles Parish and MSMM Engineering, LLC, have mutually agreed to a not to exceed amount of \$86,850.00 for engineering services on the Texaco Road Rehabilitation (Project No. P250201); and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and MSMM Engineering, LLC, to perform consulting work and engineering services as required by the Department of Public Works, for the Texaco Road Rehabilitation (Project No. P250201), in the not to exceed amount of \$86,850.00 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 10th day of March, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Mobley Fonseca SECRETARY: Michelle Dupont DLVD/PARISH PRESIDENT: March 11, 2025 APPROVED: DISAPPROVED: PARISH PRESIDENT: Matthew Jewell RETD/SECRETARY: March 13, 2025 AT: 10:15am RECD BY:

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of 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 MSMM Engineering, LLC, a corporation and/or limited liability company 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 Texaco Road Rehabilitation, Parish Project No. P250201.

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:

Texaco Road Rehabilitation Parish Project No. P250201

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

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

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

3.0 SERVICES OF CONSULTANT

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

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

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

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

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

3.6 The Phases of the Project, 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 copy of the Owner's written authorization to perform the service.
  - Timesheets for all hours invoiced.
  - Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.
- 9.0 BUDGET LIMITATIONS**
- The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.
- If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.
- If no bid is received within the budget limitation and a redesign of the project is required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids are, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.
- 10.0 FUNDS**
- No work shall be authorized until funds are established for each individual task.
- 11.0 TERMINATION OR SUSPENSION**
- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.
- 12.0 INSURANCE**
- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 CONSULTANT shall include all 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-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.
- 13.0 INDEMNIFICATION**
- Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.
- 14.0 WARRANTY**
- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result

of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.

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

**15.0 EXCLUSIVE JURISDICTION AND VENUE**

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

**16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D" (if applicable).

**17.0 CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2**

In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

**18.0 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.

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

MSMM ENGINEERING, LLC

ST. CHARLES PARISH

By:

By:

Name: Manish Mardia

Name:

Title:

Title:

Date:

Date:

**ATTACHMENT "A"**

Texaco Road Rehabilitation  
Parish Project No. P250201

**Project Scope:**

CONSULTANT is to conduct engineering services for the Texaco Road Rehabilitation project per the following paragraphs. The limits of the project will be from West Heather Drive to the Blouin Canal Pump Station.

**A. PRELIMINARY DESIGN PHASE**

Upon written authorization from OWNER, CONSULTANT shall:

- 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.
- 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.
- Prepare a program of borings and other soil investigations that may be required.
- Provide written notice to all utility companies (private and public) about the project and request utility "as-built" information from them.
- 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.
- Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- 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.
- 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:

- Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
- 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.
- Visit the Site as needed to assist in preparing the Final Drawings and Specifications.
- Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.
- Prepare a detailed Final Cost Estimate.
- 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:

- 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.
- 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 samples 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. 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"

Texaco Road Rehabilitation  
Parish Project No. P250201

Project Schedule:

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

	Number of Days to Complete
Preliminary Design Phase	30
Final Design Phase	60
Bid Phase	45
Construction Phase	90
Record Drawing	30

Time for Completion

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

Texaco Road Rehabilitation  
Parish Project No. P250201

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 \$86,850.00 based on the following estimated distribution of compensation:
  - 1. Preliminary Design Phase (25%) \$21,712.50
  - 2. Final Design Phase (45%) \$39,082.50
  - 3. Bid Phase (5%) \$4,342.50
  - 4. Construction Phase (20%) \$17,370.00
  - 5. Record Drawing Phase (5%) \$4,342.50
  - 6. Resident Inspection 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 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 that is to be determined, 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 90-day construction schedule.

Attachment C-1

MSMM Engineering, LLC 2025 Rates		
DESCRIPTION	Unit	Rate
Sr. Principal/President	Hr	\$312.17
Principal/Vice President	Hr	\$254.75
Sr. Project Manager	Hr	\$220.78
Project Manager	Hr	\$183.50
Sr. Professional Engineer	Hr	\$236.75
Professional Engineer V	Hr	\$214.25
Professional Engineer IV	Hr	\$193.75
Professional Engineer III	Hr	\$178.50
Professional Engineer II	Hr	\$159.00
Professional Engineer I	Hr	\$142.75
Engineer Intern	Hr	\$101.25
Sr. Resident Inspector	Hr	\$96.50
Resident Inspector	Hr	\$82.60
Engineer Technician VICAD Designer/Sr. GIS Analyst	Hr	\$142.19
Engineer Technician VICAD Designer	Hr	\$118.38
Administrative/Clerical II	Hr	\$86.75
Administrative/Clerical I	Hr	\$69.25
Vehicle	Mile	\$0.66
Reproduction: Black Line Prints	SF	\$0.18
Reproduction: Photo Copies	EA	\$0.08

2025-0050  
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 25-3-5  
An ordinance approving and authorizing the execution of a Professional Services Agreement with Shread-Kuykendall & Associates, Inc., to perform engineering services for the Lakewood Pump Station Discharge Modifications (Project No. P241106), in the not to exceed amount of \$204,885.40.

WHEREAS, St. Charles Parish desires to improve the flow characteristics of Cousins Canal including the discharge at the Lakewood Pump Station; and,  
WHEREAS, St. Charles Parish and Shread-Kuykendall & Associates, Inc., have mutually agreed on a not-to-exceed fee of \$204,885.40 to perform engineering services for the Lakewood Pump Station Discharge Modifications (Project No. P241106); and,  
WHEREAS, The Professional Services Agreement between St. Charles Parish and Shread-Kuykendall & Associates, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:  
SECTION 1. That the Professional Services Agreement between St. Charles Parish and Shread-Kuykendall & Associates, Inc., to perform engineering services as required by the Department of Public Works, for the Lakewood Pump Station Discharge



Modifications (Project No. P241106) is hereby approved and accepted, in the not to exceed amount of \$204,885.40.

**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: MDBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,  
O'DANIELS, FISHER, DEBRULER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 10<sup>th</sup> day of March, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Halley Fonseca  
SECRETARY: Michelle Spatcher  
DLVD/PARISH PRESIDENT: March 11, 2025  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: Mark Small  
RET'D/SECRETARY: March 13, 2025  
AT: 10:15am, RECD BY: \_\_\_\_\_

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of 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 Shread-Kuyrkendall & Associates, Inc., a corporation and/or limited liability company 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 Lakewood Pump Station Discharge Modifications, Parish Project No. P241106.

### 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:

Lakewood Pump Station Discharge Modifications  
Parish Project No. P241106

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

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

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

### 3.0 SERVICES OF CONSULTANT

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

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

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

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

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

3.6 The Phases of the Project, 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:

- Soil investigations
- Laboratory inspection of materials and equipment
- Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- Services concerning replacement of any work damaged by fire or other causes during construction
- Services made necessary by the default of the contractor in the performance of the construction contract
- Services as an expert witness in connection with court proceedings
- Traffic consulting if necessary

- Topographic Survey
- Preparation of Environmental Assessment documents and/or Environmental Permits
- If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

### 6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove 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 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

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

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

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

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

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

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

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

### 9.0 BUDGET LIMITATIONS

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

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

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

### 10.0 FUNDS

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

### 11.0 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

### 12.0 INSURANCE

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

- 12.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 CONSULTANT shall include all 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-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

**13.0 INDEMNIFICATION**

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

**14.0 WARRANTY**

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

**15.0 EXCLUSIVE JURISDICTION AND VENUE**

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

**16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D" (if applicable).

**17.0 CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2**

In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

**18.0 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.

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

<b>SHREAD-KUYRKENDALL &amp; ASSOCIATES, INC.</b>	<b>ST. CHARLES PARISH</b>
By: _____	By: _____
Name: Ripley W. McChure	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ATTACHMENT "A"**

Lakewood Pump Station Discharge Modifications  
Parish Project No. P241106

**Project Scope:**

CONSULTANT shall perform the scope of services described in the following paragraphs.

The Project consists of performing design and construction services for a Sheet Pile Bulkhead on both sides of the Cousins Canal, relocate existing Flap Gates, and install new Discharge Support System at the discharge point of Lakewood Pump Station.

**A. PRELIMINARY DESIGN PHASE**

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. PRELIMINARY DESIGN PHASE**

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.

**C. PRELIMINARY DESIGN PHASE**

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.

**D. 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.

**E. 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.

**F. 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.

**ADDITIONAL SERVICES**

**A. SURVEY**

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.

**B. 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.

**C. 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"**

Lakewood Pump Station Discharge Modifications  
Parish Project No. P241106

**Project Schedule:**

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

The Consultant will begin work on the project immediately upon written notice. The schedule shall be extended as needed depending on the Consultants response time.

**Estimated Time of Completion**

Preliminary Design Services	90 Days
Final Design Services	60 Days
Bidding Services	45 Days
Construction Services	180 Days

**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"**

Lakewood Pump Station Discharge Modifications  
Parish Project No. P241106

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

Basic Engineering fee:	\$101,885.40
Preliminary Design Services (30%)	\$30,565.62
Final Design Services (40%)	\$40,754.16
Bidding Services (5%)	\$5,094.27
Construction Services (25%)	\$25,471.35
Supplemental Services:	
Resident Inspection	\$78,000.00
Permitting Services	\$10,000.00
Survey Services	\$15,000.00

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.

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.

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.

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

**Attachment C-1**

**SHREAD-KUYRKENDALL & ASSOCIATES, INC.**

**HOURLY RATE SCHEDULE**

**2025**

LABOR CATEGORY	RATE
Principal	\$300.00/hr
Project/Program Manager	\$250.00/hr
Deputy Project/Program Manager	\$240.00/hr
Senior Professional Engineer	\$220.00/hr
Senior Technical Advisor	\$180.00/hr
Professional Engineer	\$200.00/hr
Graduate Engineer	\$140.00/hr
Technician 1/CADD Designer	\$125.00/hr
Technician 2/CADD Designer	\$115.00/hr

Administrative Assistant	\$105.00/hr
Construction Manager	\$140.00/hr
Resident Project Representative	\$90.00/hr
O & M Specialist	\$125.00/hr
3-Man Survey Crew	\$200.00/hr
Engineering Technician	\$120.00/hr
Survey Supervisor	\$200.00/hr

2025-0051  
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 25-3-6

An ordinance approving and authorizing the execution of a Professional Services Agreement with ELOS Environmental, LLC, for ELOS Permits (Project No. P250202), in the not to exceed amount of \$300,000.00.

WHEREAS, St. Charles Parish desires to be able to issue environmental permits on a routine basis; and,

WHEREAS, St. Charles Parish and ELOS Environmental, LLC, have mutually agreed to develop, submit and acquire environmental permits for ELOS Permits (Project No. P250202), in the not to exceed amount of \$300,000.00; and,

WHEREAS, the necessary scope, schedule and compensation will be described via Task Order issued for each permit; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and ELOS Environmental, LLC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and ELOS Environmental, LLC, for ELOS Permits (Project No. P250202), in the not to exceed amount of \$300,000.00 is hereby approved and accepted.

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

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, CONARDELLE,  
D' DANIELS, FISHER, DEBRULER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 10th day of March, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Healy Fonseca  
SECRETARY: Michelle Dupont  
CLERK/PARISH PRESIDENT: March 11, 2025  
APPROVED:  DISAPPROVED:   
PARISH PRESIDENT: Matthew Jewell  
RET'D/SECRETARY: March 13, 2025  
AT: 10:5am RECD BY: [Signature]

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and effective as of 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 ELOS Environmental, LLC, a corporation and/or limited liability company 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 ELOS Permits, Parish Project No. P250202.

**1.0 GENERAL TERMS**

This agreement shall be for a two (2) year period. The Owner reserves the right to extend the agreement for one (1) additional year, with an expiration date of December 31, 2027.

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:

ELOS Permits  
Parish Project No. P250202

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

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

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

**3.0 SERVICES OF CONSULTANT**

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

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

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

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

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

3.6 The Phases of the Project, 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 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

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

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

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

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

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

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

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

**9.0 BUDGET LIMITATIONS**

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

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

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

**10.0 FUNDS**

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

**11.0 TERMINATION OR SUSPENSION**

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

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

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

**12.0 INSURANCE**

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

**13.0 INDEMNIFICATION**

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

**14.0 WARRANTY**

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

**15.0 EXCLUSIVE JURISDICTION AND VENUE**

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

**16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D" (if applicable).

**17.0 CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2**

In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

**18.0 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.

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

**ELOS ENVIRONMENTAL, LLC**                      **ST. CHARLES PARISH**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: Lucas Watkins                      Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT "A"**

ELOS Permits  
Parish Project No. P250202

**Project Scope:**

CONSULTANT shall perform the scope of services described in the following paragraphs.

This contract is for the development, submittal and acquisition of environmental permits through the issuance of Task Order.

The scope of services for each assignment will be defined in the individual Task Orders for that assignment.

**ATTACHMENT "B"**

ELOS Permits  
Parish Project No. P250202

**Project Schedule:**

The schedule for each Task Order will be established at the time the Task Order is issued.

**ATTACHMENT "C"**

ELOS Permits  
Parish Project No. P250202

**Payment:**

This agreement will be for a two (2) year period, with a not-to-exceed maximum limitation of \$150,000.00 for 2025 and \$150,000.00 for 2026.

A Task Order will be issued for each individual assignment. The Task Order will include the scope, fee, and schedule for the individual services. The total of all Task Orders cannot exceed the maximum limitation stated above.



**2025 Hourly Rates**

Corporate Officer/Principal (Expert/Mediation Services 4-hour min.)	\$276.00 per hour
Subject Matter Expert (SME)	\$270.00 per hour
Senior Director of Consulting Services	\$270.00 per hour
Director of Consulting Services	\$260.00 per hour
Program Lead	\$260.00 per hour
Senior Compliance Professional	\$234.00 per hour
Senior Project Manager	\$200.00 per hour
Project Manager	\$181.00 per hour
Environmental Scientist II	\$181.00 per hour
Environmental Scientist I	\$146.00 per hour
Environmental Scientist	\$107.00 per hour
Geographic Information System (GIS) Manager	\$163.00 per hour
Geographic Information System (GIS) Specialist	\$135.00 per hour
Geographic Information System (GIS) Analyst	\$107.00 per hour
CADD Operator	\$107.00 per hour
Archaeologist II (Principal Investigator)	\$181.00 per hour
Archaeologist I (Crew Chief)	\$135.00 per hour
Archaeologist	\$84.00 per hour
Geologist II	\$181.00 per hour
Geologist I	\$146.00 per hour
Geologist	\$107.00 per hour
Grants Manager	\$181.00 per hour
Grants Coordinator	\$146.00 per hour
Grants Writer	\$107.00 per hour
Construction Manager	\$181.00 per hour
Construction Inspector II	\$146.00 per hour
Construction Inspector	\$107.00 per hour
Certified Industrial Hygienist	\$182.00 per hour
Industrial Hygiene Specialist	\$146.00 per hour
Industrial Hygiene Technician	\$107.00 per hour
Senior Technician	\$181.00 per hour
Technician II	\$146.00 per hour
Technician I	\$107.00 per hour
Technician	\$84.00 per hour
Senior Accountant	\$181.00 per hour
Accountant II	\$146.00 per hour
Accountant I	\$107.00 per hour
Accountant	\$84.00 per hour
Administrative Specialist	\$84.00 per hour
Clerical	\$69.00 per hour

\*Note: These hourly rates may be increased by a rate of 4% annually to reflect inflation.

**2025-0052**

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

ORDINANCE NO. 25-3-7

An ordinance approving and authorizing the execution of a Professional Services Agreement with Bella Marketing, LLC/dba Coastal Permitting for the Coastal Permits (Project No. P241201), in the not to exceed amount of \$300,000.00.

**WHEREAS**, St. Charles Parish desires to be able to issue environmental permits on a routine basis; and,

**WHEREAS**, St. Charles Parish and Bella Marketing, LLC/dba Coastal Permitting, have mutually agreed to develop, submit and acquire environmental permits for Coastal Permits (Project No. P241201), in the not to exceed amount of \$300,000.00; and,

**WHEREAS**, the necessary scope, schedule and compensation will be described via Task Order issued for each permit; and,

**WHEREAS**, the Professional Services Agreement between St. Charles Parish and Bella Marketing, LLC/dba Coastal Permitting 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 Bella Marketing, LLC/dba Coastal Permitting for the Coastal Permits (Project No. P241201), in the not to exceed amount of \$300,000.00 is hereby approved and accepted.

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

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 10th day of March, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Helly Fonseca  
SECRETARY: Michelle Dupont  
CLVD/PARISH PRESIDENT: March 11, 2025  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: Matthew Jewell  
RET/SECRETARY: March 13, 2025  
AT: 10:15am RECD BY: [Signature]

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and effective as of \_\_\_\_\_ 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 Bella Marketing, LLC/dba Coastal Permitting, a corporation and/or limited liability company 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 Coastal Permits, Parish Project No. P241201.

**1.0 GENERAL TERMS**

This agreement will be for a two (2) year period. The Owner reserves the right to extend the agreement for one (1) additional year, with an expiration date of December 31, 2027.

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:

Coastal Permits  
Parish Project No. P241201

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

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

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

**3.0 SERVICES OF CONSULTANT**

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

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

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

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

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

3.6 The Phases of the Project, 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 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

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

8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying,

NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.

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

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

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

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

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

**9.0 BUDGET LIMITATIONS**

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

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

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

**10.0 FUNDS**

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

**11.0 TERMINATION OR SUSPENSION**

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

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

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

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

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

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

11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever 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-R.S. 23:1061.

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

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

**13.0 INDEMNIFICATION**

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

**14.0 WARRANTY**

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

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

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

**15.0 EXCLUSIVE JURISDICTION AND VENUE**

For all claims arising out of or related to this agreement, CONSULTANT hereby consents

and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

**16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D" (if applicable).

**17.0 CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2**

In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

**18.0 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.

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

**BELLA MARKETING, LLC/DBA COASTAL PERMITTING** **ST. CHARLES PARISH**  
 By: \_\_\_\_\_ By: \_\_\_\_\_  
 Name: Julie Hebert Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT "A"**

Coastal Permits  
 Parish Project No. P241201

**Project Scope:**

CONSULTANT shall perform the scope of services described in the following paragraphs.

This contract is for the development, submittal and acquisition of environmental permits through the issuance of Task Order.

The scope of services for each assignment will be defined in the individual Task Orders for that assignment.

**ATTACHMENT "B"**

Coastal Permits  
 Parish Project No. P241201

**Project Schedule:**

The schedule for each Task Order will be established at the time the Task Order is issued.

**ATTACHMENT "C"**

Coastal Permits  
 Parish Project No. P241201

**Payment:**

This agreement will be for a two (2) year period, with a not-to-exceed maximum limitation of \$150,000.00 for 2025 and \$150,000.00 for 2026.

A Task Order will be issued for each individual assignment. The Task Order will include the scope, fee, and schedule for the individual services. The total of all Task Orders cannot exceed the maximum limitation stated above.



**EXHIBIT "A"**  
**2024/2025 Rate Schedule**

<b>OFFICE PERSONNEL:</b>	
Research, Legal Testimony & Depositions	\$250.00/Hr.
Wetland Delineator/Consultant	\$80.00/Hr.
Environmental Permit Specialist	\$80.00/Hr.
CAD Draftsman	\$80.00/Hr.
Clerical	\$45.00/Hr.
Reimbursable Mileage (*Subject to change with annual Federal Tax Guidelines)	\$.67/Mi.*
<b>COMPUTER SERVICES:</b>	
Digital Photo Compilation (8-1/2" x 11" Sheet)	\$ 4.50/Sheet
Computer Plotting (AutoCAD)	\$80.00/Hr.
<b>FIELD SERVICES:</b>	
Project Assessment via Boat (Other than Airboat)	\$195.00/Hr.
Survey or Wetlands Sub consultant	Actual Cost Plus 15%
Air Boat Rental/Captain	Actual Cost Plus 15%

**\*ALL RATES ARE SUBJECT TO ANNUAL RATE INCREASES**

2025-0058  
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
 (DEPARTMENT OF WATERWORKS)

ORDINANCE NO. 25-3-8  
 An ordinance approving and authorizing the execution of a Contract with LA Contracting Enterprise, LLC, for the Phase 3 Water Main Replacement in Bonnet Carre Spillway (Project No. WWKS 105), in the amount of \$371,000.00.

WHEREAS, Ordinance No. 22-10-1 adopted on October 3, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Professional Engineering Consultants Corporation to perform engineering services for Phase 3 Water Line Replacement in Bonnet Carre Spillway (Project No. WWKS 105), in the not to exceed amount of \$86,780.00; and,

WHEREAS, sealed bids were received by the Parish on January 30, 2025, for the Phase 3 Water Main Replacement in Bonnet Carre Spillway (Project No. WWKS 105); and,

WHEREAS, Professional Engineering Consultants Corporation has reviewed the bids and recommends that the contract be awarded to the lowest responsive and responsible bidder, LA Contracting Enterprise, LLC, in the amount of \$371,000.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:  
**SECTION I.** That the bid of LA Contracting Enterprise, LLC for the Phase 3 Water Main Replacement in Bonnet Carre Spillway (Project No. WWKS 105), in the amount of \$371,000.00 is hereby approved and accepted.

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

**SECTION III.** A final Notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.

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 10th day of March, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca  
 SECRETARY: Michelle Saporata  
 DLVD/PARISH PRESIDENT: March 11, 2025  
 APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
 PARISH PRESIDENT: Matthew Jewell  
 RETD/SECRETARY: March 13, 2025  
 AT: 10:15 am RECD BY: \_\_\_\_\_

**SECTION 00500**

**CONTRACT**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by LA Contracting Enterprise, LLC, hereinafter called the "Contractor", whose business address is 1645 Saint Patrick Street, Thibodaux, LA 70301, and the St. Charles Parish, hereinafter called the "Owner".

Owner and Contractor, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

**ARTICLE 1**

**STATEMENT OF WORK**

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner;
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Professional Engineering Consultants Corporation
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated November 2024, Addenda number(s) 1, 2, and 3, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

The Work is generally described as follows: Phase 3 Water Main Replacement in Bonnet Carre Spillway comprises construction of a new 8" dia. HDPE water main (open cut and directional bore) with connections to the existing water main.

**ARTICLE 2**

**ENGINEER**

- 2.01 The Project has been designed by Professional Engineering Consultants Corporation who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3**

**CONTRACT TIME**

- 3.01 The Contractor shall complete all of the Work under the Contract within Ninety (90) calendar days from the date stated in the Notice to Proceed.

**ARTICLE 4**

**LIQUIDATED DAMAGES**

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner five hundred dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

**ARTICLE 5**

**CONTRACT PRICE**

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
  - a) (\$371,000.00) Three hundred seventy one thousand dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

**ARTICLE 6**

**PAYMENT PROCEDURES**

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
  - a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
  - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

**ARTICLE 7**

**CONTRACTOR'S REPRESENTATIONS**

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
  - a) Contract (Section 00500)
  - b) Performance Bond (Section 00611)
  - c) Payment Bond (Section 00610)
  - d) Insurance Certificates
  - e) Advertisement for Bids (Section 00010)
  - f) Louisiana Uniform Public Works Bid Form (Section 00300)
  - g) Addenda (Numbers 1 to 3 inclusive)
  - h) Contract documents bearing the general title "Phase 3 Water Main Replacement In Bonnet Carré Spillway" dated November 2024.
  - i) Drawings, consisting of a cover sheet dated November 2024 and the sheets listed on Drawing 2-9; each sheet bearing the following general title: "Phase 3 Water Main Replacement In Bonnet Carré Spillway"
  - j) General Conditions (Section 00700)
  - k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 9

MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: Parish of St. Charles  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

CONTRACTOR: LA Contracting Enterprise, LLC  
 By: Jeremy Landry  
 Title: Jeremy Landry, Member

ATTEST:  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

ATTEST:  
 By: Jamie Landry  
 Title: Jamie Landry, Office Manager

2025-0059 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 25-3-9

An ordinance to rescind Ordinance No. 24-10-6 and to approve a .104 acre temporary construction servitude over property now or formerly owned by Storehouse Lane Investments, LLC for the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (P200801).

WHEREAS, Ordinance No. 24-10-6 adopted on October 21, 2024, by the St. Charles Parish Council, approved a purchase and/or expropriate a .104 acre temporary construction servitude over property now or formerly owned by Storehouse Lane Investments, LLC, for the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (P200801), and authorized the Parish President to execute any and all documents necessary to complete said purchase and/or expropriation on behalf of St. Charles Parish; and,

WHEREAS, pursuant to provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), modified terms of the servitude agreement were negotiated by Storehouse Lane Investments, LLC and St. Charles Parish as a means to avoid litigation and keep the project schedule, thus Ordinance No. 24-10-6 needs to be rescinded; and,

WHEREAS, the Ormond area in Destrehan, St. Charles Parish, Louisiana has a history of drainage problems; and,

WHEREAS, drainage improvements are needed to relieve the constriction of flow under the CN Railroad tracks to increase the overall drainage capacity of the railroad crossing system and mitigate the flooding in the area; and,

WHEREAS, St. Charles Parish has secured funding from the State of Louisiana through the Office of Community Development Louisiana Watershed Initiative for this project; and,

WHEREAS, it is necessary for St. Charles Parish to acquire the identified real estate interest from landowners in order for St. Charles Parish to construct, operate, and maintain the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project to protect the property owners in the Destrehan community; and,

WHEREAS, properties are more particularly described on the Right-of-Way Map for CN Railroad Culverts in Ormond, Project No. P200801, Sheet Number 1 of 2, prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated February 12, 2024, last revised April 19, 2024, attached hereto and made a part hereof.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance No. 24-10-6, adopted October 21, 2024, is hereby rescinded.

SECTION II. That the Servitude Agreement for a .104 acre temporary construction servitude over property now or formerly owned by Storehouse Lane Investments, LLC is hereby approved and accepted for the not-to-exceed value of \$15,000.00.

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

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

YEAS: NORBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEPRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted the 10th day of March, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Shelly Fonseca  
 SECRETARY: Nichelle Dupont  
 DIVISION/PARISH PRESIDENT: March 11, 2025  
 APPROVED: \_\_\_\_\_  
 DISAPPROVED: \_\_\_\_\_  
 PARISH PRESIDENT: Matthew Jewell  
 RETD/SECRETARY: March 13, 2025  
 AT: 10:5am RECD BY: \_\_\_\_\_

SERVITUDE AGREEMENT

STATE OF LOUISIANA PARISH OF ST. CHARLES

BEFORE ME, the undersigned notaries public, and in the presence of the undersigned competent witnesses, personally came and appeared:

STOREHOUSE LANE INVESTMENTS, L.L.C. (XX-XXX-2203), (100% Interest), a limited liability company existing under the Laws of Louisiana, represented herein by Robert J. Bergeron, Member, whose mailing address is 7820 Maple Street, New Orleans, LA 70118, and Abbey A. Mack, Member, whose mailing address is 12 Storehouse Lane, Destrehan, LA 70047, pursuant to Unanimous Written Consent dated February 21, 2025, attached hereto and made a part hereof,

(hereinafter designated as "GRANTOR"), who declared that for the consideration hereinafter recited, GRANTOR does by these presents, grant, dedicate, assign, transfer, deliver, alienate, and set over, with all warranties and with full substitution in and to all rights and actions of warranty which said GRANTOR may have against all preceding owners and vendors, unto;

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by Matthew Jewell, its Parish President, appearing herein pursuant to Ordinance No. 25-3-9, adopted by the St. Charles Parish Council on the 10th day of March, 2025, a certified copy of which is attached hereto and made a part hereof, whose mailing address is P.O. Box 302, Hahnville, LA 70057 (hereinafter designated as "GRANTEE").

in connection with the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (hereinafter referred to as "Project") a temporary right of use, servitude, and easement in the described lands identified as Required Temporary Construction Servitude, for a period of eighteen (18) months beginning upon the date that notice to proceed is issued to the selected contractor for construction of the above-referenced Project with written notice provided by St. Charles Parish to the landowner regarding same for temporary construction and access, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION SERVITUDE

The property is a 0.104 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in in St. Charles Parish, Louisiana in Section 13, Township 12 South, Range 8 East, Southeastern East of the Mississippi Land District. The property is the site of the temporary construction servitude, as shown on sheet 1 of the Right-of-Way map for Parish Project No. P200801. The maps were prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated February 12, 2024 and revised April 19, 2024, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

From a control point called CP1 on the plat, with coordinates of X:3583447.43 and Y:534416.54 which is the point of commencement, proceed S12°36'06"E a distance of 73.43 feet to a point; thence proceed S24°22'04"E a distance of 56.00 feet to a point; thence proceed N65°22'25"E a distance of 35.00 feet to a point, said corner being the point of beginning; thence continue N65°22'25"E a distance of 35.00 feet to a point; thence proceed S24°22'04"E a distance of 75.22 feet to a point; thence proceed S65°34'04"W a distance of 20.00 feet to a point; thence proceed S24°22'04"E a distance of 73.53 feet to a point; thence proceed S24°37'38"W a distance of 11.78 feet to a point; thence proceed S27°16'59"E a distance of 67.27 feet to a point; thence proceed S82°21'54"E a distance of 6.45 feet to a point; thence proceed S24°22'04"E a distance of 4.79 feet to a point; thence proceed S26°28'30"W a distance of 19.34 feet to a point; thence proceed N24°22'04"W a distance of 243.95 feet to the point of beginning.

All of which comprises the Temporary Construction Servitude as shown on sheet 1 of the Right of Way map for Parish Project No. P200801, attached hereto and made a part hereof, and contains an area of 4545.483 square feet or 0.104 acres.

Being a portion of the same property acquired by Storehouse Lane Investments, LLC by Cash Sale from Voice of the Covenant World Outreach Center, dated January 28, 2010, recorded in St. Charles Parish in Instrument No. 358312 on February 1, 2010.

TO HAVE AND TO HOLD said servitude, easement, and right of way unto said GRANTEE, and its successors and assigns forever. The consideration for the herein described servitude is the price and sum of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS, which GRANTEE has paid cash in hand, in current money, to said GRANTOR, who acknowledges the receipt thereof and grants full acquittance and discharge thereof. GRANTOR acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the temporary servitude herein granted and for any and all diminution in the value of GRANTOR's remaining property as a result of the granting of this servitude.

GRANTOR further acknowledges that the consideration provided herein constitutes full and final settlement for the improvements situated wholly or partially within the required Temporary Construction Servitude, specifically the three (3) mature Pine trees, together with any appurtenance thereto.

Prior to completion of the project, GRANTEE shall replace concrete paving; replace and secure in place concrete wheel stops; and re-stripe the parking lot within the Temporary Construction Servitude.

Except as expressly provided in any separate writing, no title examination or title opinion has been requested or performed on behalf of the GRANTEE by the undersigned Notaries Public or settlement agent, and the GRANTEE expressly rejects the necessity of the same and agrees to release and relieve the Notaries Public and settlement agent from any responsibility and liability in connection therewith.

All ad valorem taxes assessed against the above-described property for the three (3) years immediately preceding the current year have been paid.

This agreement shall be executed in triplicate, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgment pages from the various counterparts may be merged and combined with signature and acknowledgment pages from other counterparts.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, in the Parish of \_\_\_\_\_, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the \_\_\_ day of \_\_\_\_\_, 2025, after a due reading of the whole.

WITNESSES: \_\_\_\_\_

GRANTOR: \_\_\_\_\_

STOREHOUSE LANE INVESTMENTS, L.L.C.

BY: ROBERT J. BERGERON

ITS: MEMBER

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_



NOTARY PUBLIC

Printed Name: \_\_\_\_\_  
 Notary Identification or Bar Roll No.: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

IN TESTIMONY WHEREOF, in the Parish of \_\_\_\_\_, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as her free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the \_\_\_\_ day of \_\_\_\_\_, 2025, after a due reading of the whole.

WITNESSES:

GRANTOR:  
 STOREHOUSE LANE INVESTMENTS,  
 L.L.C.

\_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Print Name

BY: ABBEY A. MACK  
 ITS: MEMBER

NOTARY PUBLIC

Printed Name: \_\_\_\_\_  
 Notary Identification or Bar Roll No.: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

IN TESTIMONY WHEREOF, in the Parish of St. Charles, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the \_\_\_\_ day of \_\_\_\_\_, 2025, after a due reading of the whole.

WITNESSES:

GRANTEE:  
 ST. CHARLES PARISH

\_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Print Name

BY: MATTHEW JEWELL  
 ITS: PRESIDENT

NOTARY PUBLIC

Printed Name: \_\_\_\_\_  
 Notary Identification or Bar Roll No.: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

UNANIMOUS WRITTEN CONSENT  
 OF THE MEMBERS OF  
 STOREHOUSE LANE INVESTMENTS, L.L.C.

The undersigned, being the sole Member(s) of STOREHOUSE LANE INVESTMENTS, L.L.C., a Louisiana Limited Liability Company (the "Company"), do hereby vote for, consent to, authorize and adopt the following actions as listed below:

WHEREAS, the undersigned are the sole Members of STOREHOUSE LANE INVESTMENTS, L.L.C., and as such, have full power and authority to act in the name of and on behalf of the Company;

WHEREAS the Company desires to authorize the execution of a Servitude Agreement to grant a temporary Construction Servitude in favor of St. Charles Parish, in connection with the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project.

WHEREAS, the Company has determined that it is in the best interest of the Company to grant a temporary Construction Servitude in favor of St. Charles Parish.

WHEREAS, the Company desires to authorize the execution of a Servitude Agreement and grant a temporary Construction Servitude in favor of St. Charles Parish.

WHEREAS, the Company desires to authorize the execution of all documents in connection with the granting of a temporary Construction Servitude in favor of St. Charles Parish, including, but not limited to, the Servitude Agreement and any other documents as necessarily required to effectuate the purpose of this Authorization having such terms and conditions as they deem appropriate in their sole discretion; and

NOW THEREFORE, BE IT RESOLVED, AGREED AND CONSENTED, by STOREHOUSE LANE INVESTMENTS, L.L.C., that:

Section 1. Authorization

The execution of a Servitude Agreement to grant a temporary Construction Servitude in favor of St. Charles Parish, in connection with the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project, located on a portion of property owned by STOREHOUSE LANE INVESTMENTS, L.L.C., is hereby authorized and approved; Said portion of Property is more fully described as follows:

The property is a 0.104 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in St. Charles Parish, Louisiana in Section 13, Township 12 South, Range 8 East, Southeastern East of the Mississippi Land District. The property is the site of the temporary construction servitude, as shown on sheet 1 of the Right-of-Way map for Parish Project No. P200801. The maps were prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.E.S. dated February 12, 2024 and revised April 19, 2024, said map being attached to said Servitude Agreement, which property is more particularly described as follows:

From a control point called CP1 on the plat, with coordinates of X:3583447.43 and Y:534416.54 which is the point of commencement, proceed S12°36'06"E a distance of 73.43 feet to a point; thence proceed S24°22'04"E a distance of 56.00 feet to a point; thence proceed N65°22'25"E a distance of 35.00 feet to a point, said corner being the point of beginning; thence continue N65°22'25"E a distance of 35.00 feet to a point; thence proceed S24°22'04"E a distance of 75.22 feet to a point; thence proceed S65°34'04"W a distance of 20.00 feet to a point; thence proceed S24°22'04"E a distance of 73.53 feet to a point; thence proceed S24°37'38"W a distance of 11.78 feet to a point; thence proceed S27°16'59"E a distance of 67.27 feet to a point; thence proceed S82°21'54"E a distance of 6.45 feet to a point; thence proceed S24°22'04"E a distance of 4.79 feet to a point; thence proceed S26°28'30"W a distance of 19.34 feet to a point; thence proceed N24°22'04"W a distance of 243.95 feet to the point of beginning.

All of which comprises the Temporary Construction Servitude as shown on sheet 1 of the Right of Way map for Parish Project No. P200801, attached to said Servitude Agreement, and contains an area of 4545.483 square feet or 0.104 acres.

Being a portion of the same property acquired by Storehouse Lane Investments, LLC by Cash Sale from Voice of the Covenant World Outreach Center, dated January 28, 2010, recorded in St. Charles Parish in Instrument No. 358312 on February 1, 2010.

Section 2. Authorized Agents

Robert J. Bergeron, Member, and Abbey A. Mack, Member, are hereby authorized to transact all business on behalf of STOREHOUSE LANE INVESTMENTS, L.L.C., with respect to the above described execution of a Servitude Agreement in favor of St. Charles Parish for the granting of a temporary Construction Servitude in favor of St. Charles Parish, and the execution of any other documents as necessarily required to effectuate the purpose of this Authorization having such terms and conditions as they deem appropriate in their sole discretion for the purpose of this Authorization.

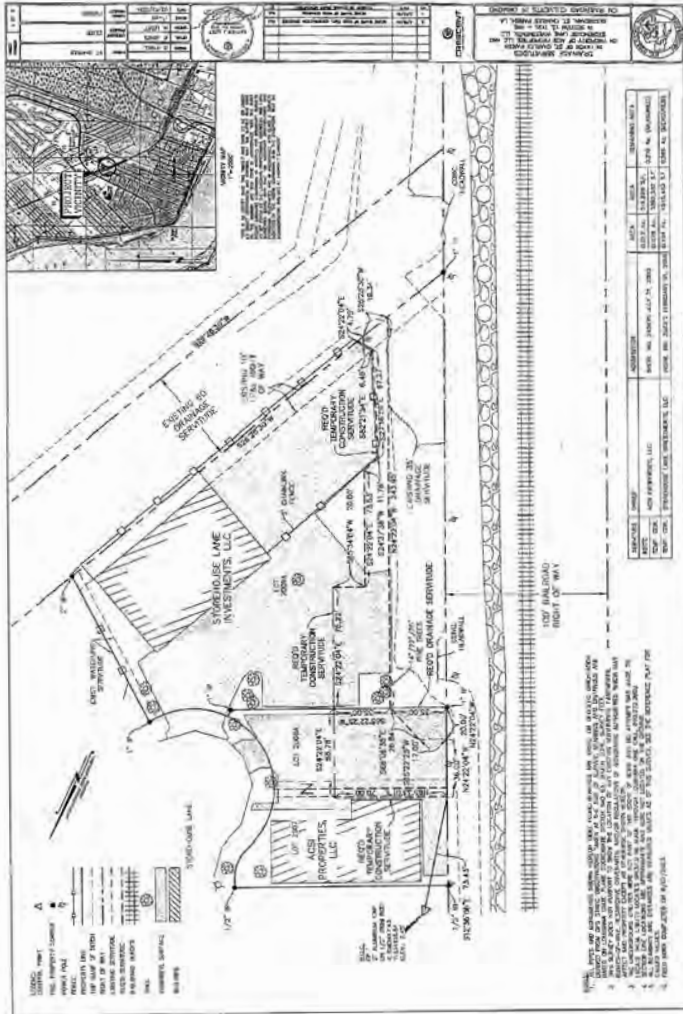
Section 3. Certification

The undersigned confirms and warrants the accuracy of the above information, and that the power and authority of the Members and designated Authorized Agents as provided herein has not been limited, restricted or abrogated in any way by any action of the Company.

Thus done and signed on this the 21st day of February 2025.

*[Signature]*  
 ROBERT J. BERGERON, MEMBER

*[Signature]*  
 ABBEY A. MACK, MEMBER



2025-0063  
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
 (DEPARTMENT OF WASTEWATER)

RESOLUTION NO. 6818  
 A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for LA0073539 AI39862 - Destrehan Wastewater Treatment Plant, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in Destrehan WWTP's LPDES Permit.

- The Department has a Capacity, Management, Operation and Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.
- The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.
- Domestic waste from the communities/areas of Destrehan, Montz, Norco, New Sarpy, and St. Rose is treated through the Destrehan WWTP.
- In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

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 this 10th day of March, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*  
 SECRETARY: *[Signature]*  
 DLVD/ PARISH PRESIDENT: *[Signature]* March 11, 2025  
 APPROVED:  DISAPPROVED: \_\_\_\_\_  
 PARISH PRESIDENT: *[Signature]*  
 RETD/ SECRETARY: *[Signature]* March 13, 2025  
 AT: 10:15am, RECD BY: *[Signature]*

2025-0064  
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
 (DEPARTMENT OF WASTEWATER)

RESOLUTION NO. 6819  
 A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for LA0073521 AI43357 - Hahnville Wastewater Treatment Plant, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in The Hahnville WWTP's LPDES Permit:

- The Department has a Capacity, Management, Operation and

Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.

b. The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.

c. Domestic waste from the communities/areas of Hahnville, Taft, Killona, Paradis, Bayou Gauche, Des Allemands, Parts of Boutte, and Parts of Luling is treated through the Hahnville Wastewater Treatment Plant.

d. In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

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 this 10th day of March, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Shelly Yoncosca  
 SECRETARY: Michelle Impastato  
 DLVD/PARISH PRESIDENT: March 11, 2025  
 APPROVED:  DISAPPROVED:   
 PARISH PRESIDENT: Matthew Jewell  
 RETD/SECRETARY: March 13, 2025  
 AT: 10:15 am RECD BY: [Signature]

2025-0065  
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
 (DEPARTMENT OF WASTEWATER)  
 RESOLUTION NO. 6820

A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for LA0032131 AI43356 - Luling Oxidation Pond, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in The Luling Oxidation Pond's Permit:

a. The Department has a Capacity, Management, Operation and Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.

b. The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.

c. Domestic waste from the communities/areas of Luling, Boutte, Willowdale, Willow Ridge, Mimosa, Lakewood, Ama, and Davis Plantation is treated through the Luling Oxidation Pond.

d. In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

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 this 10th day of March, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Shelly Yoncosca  
 SECRETARY: Michelle Impastato  
 DLVD/PARISH PRESIDENT: March 11, 2025  
 APPROVED:  DISAPPROVED:   
 PARISH PRESIDENT: Matthew Jewell  
 RETD/SECRETARY: March 13, 2025  
 AT: 10:15 am RECD BY: [Signature]

2025-0066  
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
 (DEPARTMENT OF PLANNING & ZONING)  
 RESOLUTION NO. 6821

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement as requested by RES Barataria, LLC.

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

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

WHEREAS, the applicant has requested a waiver from the arrangement requirement for Lot 1A as shown on a survey by Matthew J. Ledet, PLS dated February 7, 2025; and,

WHEREAS, granting the waiver will allow Lot 1A to have no frontage on a street or roadway that meets the specifications of the Subdivision Regulations; and,

WHEREAS, the Planning and Zoning Commission approved the resubdivision with the waiver at its meeting on February 6, 2025.

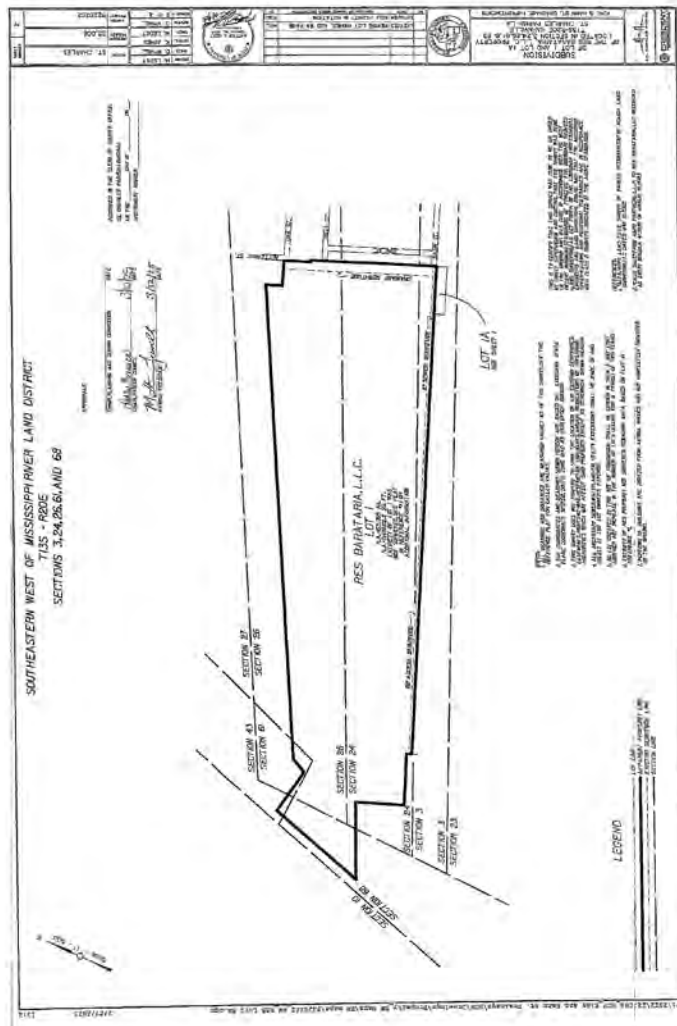
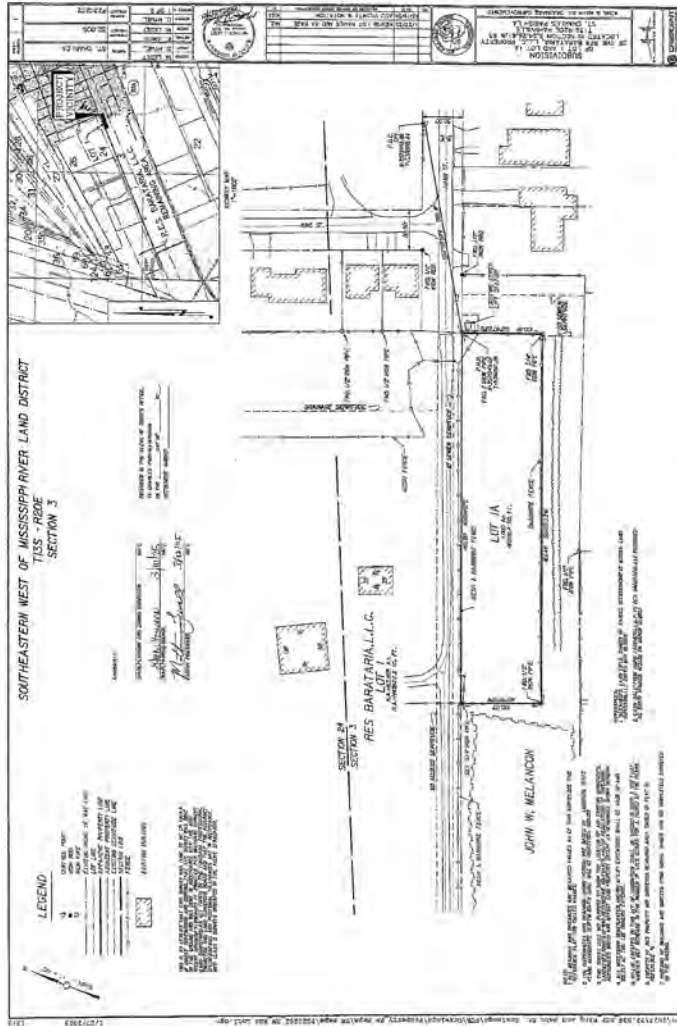
NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the arrangement requirement to allow Lot 1A as shown on a survey by Matthew J. Ledet, PLS dated February 7, 2025, as requested by RES Barataria, LLC.

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 this 10th day of March, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Shelly Yoncosca  
 SECRETARY: Michelle Impastato  
 DLVD/PARISH PRESIDENT: March 11, 2025  
 APPROVED:  DISAPPROVED:   
 PARISH PRESIDENT: Matthew Jewell  
 RETD/SECRETARY: March 13, 2025  
 AT: 10:15 am RECD BY: [Signature]



I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato  
 MICHELLE IMPASTATO  
 COUNCIL SECRETARY

Publish on: March 20, 2025

**Sheriff's Sale**

SHERIFF'S SALE  
 SHERIFF'S OFFICE  
 Suit No: (45) 94632-C  
 Date: Tuesday, February 25, 2025  
 J.P. MORGAN MORTGAGE  
 ACQUISITION CORP.  
 VS  
 CURTIS P. PETT, JR.

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

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

MONDAY, OCTOBER 14, 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 23, 2025, 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 the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in AMA, PARISH OF ST. CHARLES, STATE OF LOUISIANA, on the right bank of the Mississippi River, at about twenty (20) miles above the City of New Orleans, The North boundary line of the lot herein conveyed begins at a point One Hundred Thirty-Two and 76/100 (132.76) feet from the southern boundary of the public highway or River Road, The lot herein conveyed has a width of Fifty-One and Noll 00 (51) feet and a depth approximately Four Hundred Twenty One and 24/100 (421.24) feet between equal and parallel lines and is bounded on the North by the property of the Estate of Curtis P. Petit, Sr., on the South by Property of Achille J. Petit, on the upper or western boundary by property of Achille J. Charles Dugas and on the lower or Eastern boundary by a lane of approximately Seventeen (17) feet wide which starts at the River Road and proceeds in a Southerly direction; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. PROPERTY WAS ORIGINALLY AUCTIONED WITH APPRIASAL ON FEBRUARY 12, 2025. NO BIDS WERE RECEIVED FOR THE MINIMUM SALE PRICE OF \$97,666.67. THEREFORE, PROPERTY WILL BE SOLD TO THE HIGHEST BIDDER FOR COSTS.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **SIXTY THOUSAND TWO HUNDRED AND TWENTY-SIX AND NINETEEN (\$60,226.19) 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. PUBLISH ON: March 20, 2025**

April 17, 2025  
 GREG CHAMPAGNE-SHERIFF  
 & EX-OFFICIO TAX COLLECTOR  
 ST. CHARLES PARISH  
 ATTORNEY FOR PLAINTIFF:  
 Zachary G. Young  
 1505 North 19th Street P.O. Box 2867  
 Monroe, LA 71207  
 SCSO-CIV-209-0402

**Public Notice**



**ST. CHARLES PARISH TO OPEN PUBLIC HOUSING WAITING LISTS**

St. Charles Parish Housing Authority (SCPHA) will be accepting applications on-line for its Public Housing waiting lists. Applications for Public Housing will be accepted beginning at 12:01 A.M. on Friday, March 21, 2025, until 12:00 P.M. on Sunday, March 23, 2025. The online application for will be available 24 hours per day. Applications must be submitted on-line at <http://www.waitlistcheck.com/LA3233>. The time and date of receipt of the application on-line, along with preferences, will determine position on waiting lists. The Program helps very low-income households with rent payments. To qualify, annual gross household income cannot exceed:

1 Person	\$30,400
2 Persons	\$34,750
3 Persons	\$39,100
4 Persons	\$43,400
5 Persons	\$46,900
6 Persons	\$50,350
7 Persons	\$53,850
8 Persons	\$57,300

All applicants will be screened for previous violent or illegal drug activity. Apply on-line at [www.waitlistcheck.com/LA3233](http://www.waitlistcheck.com/LA3233)

Applications will NOT be available in the SCPHA office and fax requests will not be accepted. Applicants may use any computer, tablet or smart phone with internet access to apply, including free computers at public libraries. Those without internet access may submit a written request to the SCPHA for a paper application in advance of the opening of the list. The request must explain why they are unable to use the on-line application. Completed paper applications must be mailed back to the SCPHA postmarked on or before the date the list closes to be accepted.



Publish on: March 20, 2025

**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-cleanup 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:

- Keith Sterling  
14102 River Rd., Destrehan, LA 70047  
Lot A1  
Block A  
Subdivision: River Road Commercial  
Nature of violation: Grass cutting & removal of debris
- Arnold, William E. - Estate of  
51 Dunleith Dr., Destrehan, LA 70047  
Lot 312  
Subdivision: Ormond Country Club  
Nature of violation: Grass cutting & removal of debris
- Eric S. Maughan  
141 Gordon St., Destrehan, LA 70047  
Lot 43  
Subdivision: Modoc Pltn Subd.  
Nature of violation: Grass cutting & removal of debris
- Eric S. Maughan  
139 Gordon St., Destrehan, LA 70047  
Lot 41  
Subdivision: Modoc Pltn Subd.  
Nature of violation: Grass cutting & removal of debris
- Charles L. Napp  
15 Horseshoe Ln., St. Rose, LA 70087  
Lot 4A  
Block 3  
Subdivision: Bar None Ranch Est.  
Nature of violation: Grass cutting & removal of debris
- William Arthur - Estate of Rhodes  
225 Turtle Creek Ln., St. Rose, LA 70087  
Lot 7  
Block C  
Subdivision: Preston Hollow (Levy)  
Nature of violation: Grass cutting & removal of debris
- Loise Faye Miller - E\* Marcel  
316 Amelia St., Destrehan, LA 70047  
Lot 9  
Block D  
Subdivision: Gabriel Heights Subd.  
Nature of violation: Grass cutting & removal of debris
- James Morris Smith  
227 Barton Ave., Luling, LA 70070  
Lot 207  
Block B  
Subdivision: Luling Heights - Sec.  
Nature of violation: Grass cutting & removal of debris
- Pervaz Hal  
315 Amelia St., Destrehan, LA 70047  
Lot 32  
Block A  
Subdivision: Gabriel Heights Subd.  
Nature of violation: Grass cutting & removal of debris
- Y.M.T. Services, LLC  
10595 River Rd., Ama, LA 70031  
Lot 1  
Block 9  
Subdivision: Ama - Sections 34 & 3\*  
Nature of violation: Grass cutting & removal of debris
- Larry E. Woods, C/o Gilda S. Woods  
10601 River Rd., Ama, LA 70031  
Lot 1  
Block 10  
Subdivision: Ama - Sections 34 & 36 Together  
Nature of violation: Grass cutting & removal of debris
- Marella T. Narcisse  
167 Kennedy St., Ama, LA 70031  
Lot 8  
Block A  
Subdivision: Ama - Ama Heights  
Nature of violation: Grass cutting & removal of debris
- Bradshaw, Clark E. - Estate of  
319 Carolyn Dr., Destrehan, LA 70047  
Lot 77  
Subdivision: Carolyn Drive Subd.  
Nature of violation: Grass cutting & removal of debris

PUBLISH: March 20, 2025

**Sheriff's Sale**

**SHERIFF'S SALE  
SHERIFF'S OFFICE  
Suit No: (45) 95233-C  
Date: Wednesday, February 26, 2025  
U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS INDENTURE TRUSTEE FOR CIM TRUST 2021-R5  
vs  
ESTATE OF ANTHONY FIFFIE AND ESTATE OF WENDY CHAMPAGNE FIFFIE  
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 28, 2025, 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 23, 2025, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

THAT CERTAIN 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 PARISH OF ST. CHARLES, State of Louisiana, on the right bank of the Mississippi River which said lots are designated by the Numbers 17 and 18 in SQUARE F in which is known as "KELLER ACRES SUBDIVISION" at Hahnville, being a portion of Section 26, T 13 S, R 20 E, as per plan of subdivision by E. M. Collier, Surveyor, dared October 1952, a copy of which is filed in the Office of the Clerk of Court and Ex-Officio Recorder of St. Charles Parish for reference, said Square F is bounded by Spruce, Hahn, Beattie and Julia Streets, and according to said plan of subdivision and according to survey by E.M. Collier, dated February 4, 1966, said lot 17 commences at a distance 800 feet from the intersection of Spruce and Hahn Streets, and measures 50 feet front on Spruce Street, the same width in the rear, by a depth on either side of 100 feet between equal and parallel lines. Said lot 18 adjoins Lot 17 and measures 50 feet front on Spruce Street, the same width in the rear, by a depth on either side of 100 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: **FIFTY-FIVE THOUSAND SIX HUNDRED AND FIVE AND FIFTY-THREE (\$55,605.53) 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. PUBLISH ON: March 20, 2025 April 17, 2025 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH 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) 94657-D  
Date: Wednesday, January 15, 2025  
CITIZENS BANK NA F/K/A RBS CITIZENS NA  
vs  
BRAD E. PRINE A/KIA BRAD PRINE AND TAMMY PRINE  
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 02, 2025, 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 26, 2025, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

All of her undivided one-fourth (1/4th) interest in and to: One certain lot or portion of ground, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in or near the Town of Boutte, St. Charles Parish, Louisiana, and being located in what was formerly Lone Star Plantation; according to survey of R.P. Bernard, Inc. dated March 18, 1976, entitled "Survey of a portion of farm lots 4 and 5 of Lone Star Plantation in Section 47, T13S, R21E, near Boutte, St. Charles Parish, Louisiana", copy of which is recorded in COB 175, folio 15, St. Charles Parish, said lot of ground conveyed herein as a portion of farm lot 4 of what was formerly Lone Star Plantation and commences at the intersection of the eastern right-of-way line of Wade Street Extension with the southerly bank of a canal, from which point it extends in a southerly direction following the eastern right-of-way line of Wade Street Extension for a distance of 150 feet, from which point it turns at a right angle for a distance of 172.55 feet, from which point it turns in a direction running parallel to Wade Street Extension for a distance of 122.51 feet where it reaches the southerly bank of the canal, from which point it turns in a northwesterly direction following the southerly bank of the canal for a distance of 174.73 feet where it reaches the point of beginning. Said property is further described on that certain survey of Lot "A" of a portion of farm lots 4 and 5, Lone Star Plantation as per survey by Lucien Gassen, PLS, dated June 10, 1987. Subject to all recorded restrictions, easements, rights-of-way, reservations, etc.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED AND FORTY-ONE THOUSAND FIVE HUNDRED AND FIFTY-THREE AND SEVENTEEN (\$141,553.17) 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. PUBLISH ON: February 20, 2025 March 20, 2025 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH 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) 95256-D  
Date: Wednesday, February 19, 2025  
GMFS LLC  
VS  
JEFFREYS, DUFRENE A/KIA JEFFREY DUFRENE  
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 30, 2025, 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 23, 2025, at 10:00 A.M., 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, being a portion of Lot 4 of Widow Ursin Zeringue property, In Sections 34 and 36, T-13-S, R-21-E, on the right bank of the Mississippi River, in the part thereof known as Ama Heights Subdivision, all in accordance with the plan of subdivision by R.P. Bernard, Inc., dated January 24, 1918 approved by the St Charles Parish Police Jury on June 5, 1978, under ordinance no. 66-3-351, further in accordance with a plan by Lucien C. Gassen, L.S. dated July 31, 1982, approved by ordinance no. 81-12-9, more fully described as follows, to-wit: Lot 3A, Block J.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWO HUNDRED AND FOUR THOUSAND SIX HUNDRED AND SIXTY-FOUR AND EIGHTEEN (\$204,664.18) 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. PUBLISH ON: March 20, 2025 April 17, 2025 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Dennis F. Wiggins P.O. Box 87379 Baton Rouge, LA 70879 225-756-0373 SCSO-CIV-209-0402**