

## ST. CHARLES PARISH PUBLIC NOTICES



Matthew Jewell  
Parish President  
985-783-5000  
[president@stcharlesgov.net](mailto:president@stcharlesgov.net)



La Sandra D. Wilson  
Councilwoman, District I  
985-240-0213  
[lgordon@stcharlesgov.net](mailto:lgordon@stcharlesgov.net)



Heather Skiba  
Councilwoman, District II  
985-240-0083  
[hskiba@stcharlesgov.net](mailto:hskiba@stcharlesgov.net)



Walter Pilié  
Councilman, District III  
504-418-6814  
[wpilié@stcharlesgov.net](mailto:wpilié@stcharlesgov.net)



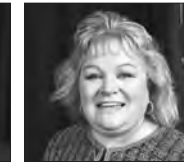
Willie Comardelle  
Councilman, District IV  
504-438-6159  
[wcomardelle@stcharlesgov.net](mailto:wcomardelle@stcharlesgov.net)



Michelle O'Daniels  
Councilwoman, District V  
504-438-6155  
[modaniels@stcharlesgov.net](mailto:modaniels@stcharlesgov.net)



Bob Fisher  
Councilman, District VI  
985-240-0172  
[bfisher@stcharlesgov.net](mailto:bfisher@stcharlesgov.net)



Michele deBruler  
Councilwoman, District VII  
504-919-9577  
[mdebruler@stcharlesgov.net](mailto:mdebruler@stcharlesgov.net)



Michael A. Mobley  
Councilman-At-Large,  
Division A  
985-603-4111  
[mmobley@stcharlesgov.net](mailto:mmobley@stcharlesgov.net)



Holly Fonseca  
Councilwoman-At-Large,  
Division B  
985-240-0031  
[hfonseca@stcharlesgov.net](mailto:hfonseca@stcharlesgov.net)

### Public Notice

## ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, MAY 4, 2026, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

**2026-0145** (4/20/26, Jewell, J. Diaz)  
An ordinance approving and authorizing the execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from May 29, 2026 through July 10, 2026 (26 days).

**2026-0150** (4/20/26, Jewell, D. Foret)  
An ordinance to approve and authorize the Parish President to execute an Act of Sale by St. Charles Parish, for property known as Eastern Greenbelt Park located at 500 Goodhope Street, Norco, Louisiana 70079, in the amount of \$100,000.00.

**PUBLISH: April 23, 30, 2026**

### Public Notice

#### SECTION 00010

#### ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of SCP – EAST LIBRARY AIR COOLED CHILLER REPLACEMENT PHASE 2 as follows:

Owner: **St. Charles Parish**

Project Title: **SCP – EAST LIBRARY AIR COOLED CHILLER REPLACEMENT PHASE 2**

Project No.: **N/A**

Principal Work Location: **160 West Campus Drive Destrehan, LA 70047**

Description of Basic Work: **Replacing Existing Chiller 1 with new air cooled chiller**

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 9:00 a.m. local time on June 4, 2026**. 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, Huseman & Associates, 3501 N. Causeway Blvd. Ste. 710 Metairie, LA 70002.

A payment of \$ 300.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S. 38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on May 21, 2026 at 2:00 p.m. at the East Regional Library, Large Meeting Room **160 West Campus Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **Non-Mandatory**.

Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond. If the bid is submitted electronically and a certified or cashier's check is used for bid bond, then the actual check shall be delivered to the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 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.

To the fullest extent allowed by law, purchases for this project shall be exempt from state sales and use tax according to LA R.S. 47:305.7 et cet. It shall be the sole responsibility of the Contractor to meet all requirements of this statute. Otherwise, the Contractor shall be solely responsible for any and all applicable local, state, and federal taxes.

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 Times-Picayune/The New Orleans Advocate

Thursday, April 30, 2026  
Thursday, May 07, 2026  
Thursday, May 14, 2026

### Public Notice

#### PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON MAY 7, 2026 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

**2026-3-MIN** requested by Glendon Nelson, Jr. for a resubdivision of one lot into four, **12238 River Road, St. Rose**, Zoning District R-1A & O-L. Council District 2.

**2026-4-MIN** requested by Ryan Espey and Shane Soudelier for a resubdivision of one lot into three, **Lot 943, Hwy 306, Des Allemands**, Zoning District O-L. Council District 4.

**2026-5-MIN** requested by Ryan Espey and Shane Soudelier for a resubdivision of one lot into three, **Lot 944, Hwy 306, Des Allemands**, Zoning District O-L. Council District 4.

**2026-6-MIN** requested by Troy Barrios for a resubdivision on one lot into two, **12225 River Road, Luling**, Zoning District R-1A. Council District 2.

**2026-3-ORD** requested by **Matthew Jewell, Parish President / Dept. of Planning & Zoning** to amend the St. Charles Parish Zoning Ordinance of 1981, Section III – Definitions, adding a definition for Data Center, Section VI – Zoning district criteria and regulations, D. Manufacturing and industry districts, adding Data Centers as permitted uses in the M-1 and M-2 zoning districts, and adding requirements for data centers to Section VII – Supplemental use and performance regulations.

**ALTERNATE DATE: 5/14**  
**PUBLISH: 4/23, 4/30, 5/7**

### Public Notice

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. CHARLES  
STATE OF LOUISIANA  
NO: P-14260 DIVISION "D"  
SUCCESSION OF ADAM D. HYMEL, JR.  
FILED: \_\_\_\_\_ BY: CLERK: \_\_\_\_\_

#### NOTICE TO SELL IMMOVABLE PROPERTY AT PRIVATE SALE

NOTICE IS GIVEN, that the Testamentary Executor of this succession has petitioned this Court for authority to sell immovable property of the deceased at private sale in accordance with the provisions of Article 3281 of the Code of Civil Procedure for **ONE HUNDRED SEVENTY-NINE THOUSAND AND NO/100 (\$179,000.00) DOLLARS**, cash with the succession paying all encumbrances on the property, a pro rata share of the taxes for the current year, and all proper certificates, normal costs and notarization fees of said sale. The immovable property proposed to be sold at private sale is described as follows:

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, advantages and appurtenances thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River, being a subdivision of a part of the original Ormond Plantation and designated as **DESTREHAN HEIGHTS SUBDIVISION**, on a survey by F. G. Stewart, Civil Engineer, dated June 8, 1951, revised June 10, 1951, a print whereof is annexed to an act of dedication passed before Sidney J. Parlongue, Notary Public, on February 12, 1952, in **SQUARE NO. 1**, bounded by Destrehan Drive, State Highway No. 2 (also known as River Road), the assembly boundary of Destrehan Heights Subdivision, and Eve Street, which said lot is designated as **LOT NO. 9** on a survey by F. G. Stewart, Surveyor, dated June 10, 1951, revised April 21, 1952, recertified May 20, 1955, a print whereof is annexed to an act before Blake West, Notary Public, dated June 30, 1955, recorded in COB 10, folio 397, and according to which survey, the said Lot No. 9 commences at a distance of four hundred twenty feet, six inches, six lines (420'6"6") from the corner of Destrehan Drive and State Highway No. 1 (also known as River Road), and measures thence sixty feet (60') front on Destrehan Drive, the same width in the rear, by a depth of one hundred eighty three feet, eight inches, four lines (183'8"4") between said lot and parallel lines.

The improvements thereon bear Municipal No. 022 Destrehan Drive, Destrehan, Louisiana 70047.

Being the same property acquired by Pearl Knight, wife of/and Adam D. Hymel, Jr. from Myrtle Jewett Knight, wife of/and Louis D. Fubli, by act before Blake West, Notary Public, dated June 30, 1955, recorded in COB 10, folio 397.

Being the same property further acquired by Adam D. Hymel, Jr. from Pearl B. Hymel, by act before Louis G. Authement, Notary Public, dated December 2, 2015, recorded under Entry No. 411096 and in COB 825, page 461.

THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO THE FOLLOWING:

Protective covenants by Edmond L. Harang, by act before Sidney J. Parlongue, Notary Public, dated May 7, 1952, registered in COB 222, folio 266, but deleting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national or air ancestry and only to the extent such covenants, conditions or restrictions (a) are exempt under Chapter 42, Section 3607 of the United States Code or (b) relate to handicap but do not discriminate against handicapped persons. Reference to these restrictions and/or conditions is not to be considered or construed to be renewing or recreating the same, in any nature or manner whatsoever.

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

BY ORDER OF THE CLERK  
*Pranella Anne*, CLERK

Attorney: **CONRAD A. BIVILLER**  
3314 Metairie Road  
Metairie, Louisiana 70001  
Telephone No.s (504) 835-7289  
[cbiviller@conradbiviller.com](mailto:cbiviller@conradbiviller.com)  
Publication: **St. Charles Herald Guide**  
14238 US Highway 30  
Boutte, Louisiana 70039  
(985) 758-2795  
[legals@stcharlesheraldguide.com](mailto:legals@stcharlesheraldguide.com)

*Pranella Anne*



Certified True and Correct Copy  
Cert. No. 2026041601-24

St. Charles Parish  
Deputy Clerk Of Court

Notary Public  
8/19/2026 4:54 PM

**Publish: April 23 & 30, 2026**

### Public Notice

15YTCKAV4S1103051 ZNEN is stored at 12112 River Rd, St Rose, LA, 70087. If all current charges are not paid and vehicle claimed by the owner by 05/22/26, a Permit to Sell may be obtained.

**Publish: April 30 & May 7, 2026**

### Public Notice

Anyone knowing the whereabouts of the heirs and/or legatees of **Maitland J. Champagne or Janet Bergeron Champagne**, please contact Attorney Caitlyn L. Mayer at 504-468-1100 or [caitlyn@bohannanlaw.com](mailto:caitlyn@bohannanlaw.com).

**Publish: April 30 & May 7, 2026**

### Public Notice

Anyone knowing the whereabouts of the heirs and/or legatees of **SERENA BENNETT**, please contact Attorney Caitlyn L. Mayer at 504-468-1100 or [caitlyn@bohannanlaw.com](mailto:caitlyn@bohannanlaw.com).

**Publish: April 30 & May 7, 2026**

### Public Notice

Anyone knowing the whereabouts of **George F. Hull** or the heirs of **George F. Hull**, please contact Attorney Wendy J. Williams at 1308 Paul Maillard Road, P. O. Box 1378, Luling, La. 70070 or call (985) 308-0510. Important property rights involved.

**Publish: April 30 & May 7, 2026**

### Public Notice

Anyone knowing the whereabouts of **Camille J. Rouse**, or the heirs of **Camille J. Rouse**, please contact Attorney Wendy J. Williams at 1308 Paul Maillard Road, P. O. Box 1378, Luling, La. 70070 or call (985) 308-0510. Important property rights involved.

**Publish: April 30 & May 7, 2026**

### Public Notice

Shenell's Seafood LLC is applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **Cornhole Tournament** at 274 Judge Edward Dufresne Parkway, Luling, LA 70070 in the Parish of St. Charles. Alcohol will be served at this event.

**The time of the event:**  
Tuesday, May 26, 2026 7pm  
Tuesday, June 2, 2026 7pm  
Tuesday, June 9, 2026 7pm  
Tuesday, June 16, 2026 7pm  
Tuesday, June 23, 2026 7pm  
Tuesday, June 30, 2026 7pm  
Tuesday, July 7, 2026 7pm  
Tuesday, July 14, 2026 7pm  
Tuesday, July 21, 2026 7pm  
Tuesday, August 4, 2026 7pm

**Publish: April 30 & May 7, 2026**

**Public Notice**

Anyone knowing the whereabouts of **John L. Meric** or the heirs of John L. Meric, please contact Attorney Wendy J. Williams at 1308 Paul Maillard Road, P. O. Box 1378, Luling, La. 70070 or call (985) 308-0510. Important property rights involved.

**Publish: April 30 & May 7, 2026**

**Sheriff's Sale**

**SHERIFF'S SALE  
SHERIFF'S OFFICE  
Suit No: (45) 95174-E  
Date: Tuesday, March 03, 2026  
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASSTHROUGH CERTIFICATES, SERIES ARSI 2006-M3  
VS  
JULIETTE SUAREZ HARLOW A/KIA JULIETTE S.HARLOW A/KIA JULIETTE HARLOW  
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 FIERI FACIAS directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, FEBRUARY 10, 2026, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 06, 2026, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A certain piece or portion of ground, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as Ormond Country Club Estates Subdivision, Section 2, in accordance with the survey of J. J. Krebs & Sons, Inc., dated May 12, 1977, approved by ordinance no. 66-3-248 of the St. Charles Parish Police Jury, registered in COB 192, folio 75, and more specifically designated as follows: Lot 84, Square 12, which square is bounded by Dunleith Drive, Melrose Drive, Linwood Drive and Magnolia Drive, Lot 84 commences at a distance of 80 feet from the intersection of Dunleith Drive and Magnolia Drive and measures thence 80 feet front on Dunleith Drive, by a width in the rear of 81.36 feet, by a depth on the Magnolia Drive sideline of 131.70 feet and a depth on the Linwood Drive side of 117.09 feet, all as more fully shown on survey of Edward L. Clinton, Surveyor, dated October 23, 1985, a copy of which is annexed to Act No. 115309. According to a survey by Gilbert y Kelly & Couturie, Inc. dated October 19, 1987. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:

**TWO HUNDRED AND TWENTY-SEVEN THOUSAND SIX HUNDRED AND SIXTEEN AND SEVENTY-FIVE (\$227,616.75) 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: April 2, 2026 April 30, 2026  
GREG CHAMPAGNE-SHERIFF & EX  
-OFFICIO TAX COLLECTOR  
ST. CHARLES PARISH  
ATTORNEY FOR PLAINTIFF:  
COREY GIROIR  
13541 RIGER BEND ROAD  
BATON ROUGE, LA 70879  
SCSO-CIV-209-0402**

**Public Notice**

**NOTICE**

Lafourche Basin Conservation Levee & Drainage District  
Post Office Box 670  
21380 Highway 20  
Vacherie, Louisiana 70090

Sealed bids will be received by the Board of Commissioners for the Lafourche Basin Conservation Levee & Drainage District, at its official domicile, at 21380 Highway 20, in Vacherie, Louisiana on Monday, May 11, 2026 until 11:00 AM and then publicly opened and read for:

One (1) New 2026 Fountaine Specialized Workhorse 55LCC Air Tridem (Flat Level Deck) (Model: Workhorse FFLCC) or equivalent make and model.

Specifications may be obtained at the office of the Lafourche Basin Conservation Levee & Drainage District, 21380 Highway 20, Vacherie, Louisiana, by calling (225)265-7545, writing to Lafourche Basin Conservation Levee & Drainage District, P.O. Box 670, Vacherie, Louisiana 70090, email [ajupiter@lbid.us.com](mailto:ajupiter@lbid.us.com) or find bid related materials and place electronic bids at [www.CentralBidding.com](http://www.CentralBidding.com).

**BID BOND REQUIREMENTS:** All bids shall be accompanied by a good faith deposit in an amount not less than 5% of the amount bid. Said amount shall be by certified or cashier's check; by bank or postal money order; or bond or other secured payment acceptable to the Board. Said BOND shall insure specific performance of the bidder and shall be forfeited in the event bidder defaults on his bid.

All bids must be sealed in envelopes marked "Bid for One (1) New 2026 Fountaine Specialized Workhorse 55LCC Air Tridem (Flat Level Deck) (Model: Workhorse FFLCC) or equivalent make and model" and show the name of the bidder. Bids must be delivered to the Lafourche Basin Conservation Levee & Drainage District, Attention: Donald Ray Henry, 21380 Hwy. 20, Vacherie, Louisiana, 70090 or mailed to Lafourche Basin Conservation Levee & Drainage District, Attention: Donald Ray Henry, PO Box 670, Vacherie, Louisiana, 70090.

The Board reserves the right to reject any and all bids.

Board of Commissioners for the  
Lafourche Basin Levee District

Marlin Rogers, President

aj  
04/16/2026

L.B.L.D.  
Notice #314

**Publish: April 23, 30, & May 7, 2026**

**Public Notice**

**NOTICE**

Lafourche Basin Conservation Levee & Drainage District  
Post Office Box 670  
21380 Highway 20  
Vacherie, Louisiana 70090

Sealed bids will be received by the Board of Commissioners for the Lafourche Basin Conservation Levee & Drainage District, at its official domicile, at 21380 Highway 20, in Vacherie, Louisiana on Monday, May 11, 2026 until 11:00 AM and then publicly opened and read for:

One (1) New 2026 Kenworth T880 Daycab or equivalent make and model.

Specifications may be obtained at the office of the Lafourche Basin Conservation Levee & Drainage District, 21380 Highway 20, Vacherie, Louisiana, by calling (225)265-7545, writing to Lafourche Basin Conservation Levee & Drainage District, P.O. Box 670, Vacherie, Louisiana 70090, email [ajupiter@lbid.us.com](mailto:ajupiter@lbid.us.com) or find bid related materials and place electronic bids at [www.CentralBidding.com](http://www.CentralBidding.com).

**BID BOND REQUIREMENTS:** All bids shall be accompanied by a good faith deposit in an amount not less than 5% of the amount bid. Said amount shall be by certified or cashier's check; by bank or postal money order; or bond or other secured payment acceptable to the Board. Said BOND shall insure specific performance of the bidder and shall be forfeited in the event bidder defaults on his bid.

All bids must be sealed in envelopes marked "Bid for One (1) New 2026 Kenworth T880 Daycab or equivalent make and model" and show the name of the bidder. Bids must be delivered to the Lafourche Basin Conservation Levee & Drainage District, Attention: Donald Ray Henry, 21380 Hwy. 20, Vacherie, Louisiana, 70090 or mailed to Lafourche Basin Conservation Levee & Drainage District, Attention: Donald Ray Henry, PO Box 670, Vacherie, Louisiana, 70090.

The Board reserves the right to reject any and all bids.

Board of Commissioners for the  
Lafourche Basin Levee District

Marlin Rogers, President

aj  
04/16/2026

L.B.L.D.  
Notice #315

**Publish: April 23, 30, & May 7, 2026**

**Public Notice**

**LOCAL COASTAL PROGRAM**

**NOTICE OF PENDING APPLICATION**

This is notification that The St. Charles Parish Local Coastal Program is reviewing an application for clearing and filling of roughly 1 acre(s) of land off of East Harding St. in New Sarpy. The application is open for public comment for 25 days, until May 25, 2026. The application can be reviewed at 14996 River Road, Hahnville, LA, (985) 783-5060. Please send questions or comments to Clay Ledet Jr. by mail to PO Box 302 Hahnville, LA 70057 or by email to [clledet@stcharlesgov.net](mailto:clledet@stcharlesgov.net). Comments may also be given at the Coastal Zone Advisory Committee meeting on May 12, 2026 at 12:00 pm in the Council Chamber of the Parish Courthouse located at 15045 River Road, Hahnville. Permit Application P20260073 – SCP-2026-02  
Karvon Mitchell  
Location: Lat: 29° 58' 41.95" Long: 90° 23' 19.43"  
1451-1633 E. Harding St., Destrehan, St. Charles Parish, LA 70047  
Environmental Management Unit 1-Eastbank Community  
A total of 1 acre(s) of wetlands may be affected by this project.  
**To be published: 4/30, 5/7, 5/14, 5/21**

**Public Notice**

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF APRIL 6, 2026, 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**

St. Charles Parish  
Courthouse  
15045 Highway 16  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5125  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

Final

**Council Chairman Walter Pilié**  
Councilmembers **Michael A. Mobley, Holly Fonseca, La Sandra D. Wilson, Heather Skiba, Willie Comardelle, Michelle O'Daniels, Bob Fisher, Michele deBruier**

Monday, April 6, 2026 6:00 PM Council Chambers, Courthouse

**ATTENDANCE**

Present 8 - Michael A. Mobley, Holly Fonseca, La Sandra D. Wilson, Heather Skiba, Walter Pilié, Willie Comardelle, Michelle O'Daniels, and Bob Fisher  
Absent 1 - Michele deBruier

**Also Present**

Parish President Matthew Jewell, Legal Services Director Corey Cubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Samantha de Castro, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Duason, Public Works Director Miles Bingham, Wastewater Director David deGenereis, Planning & Zoning Director Michael Albert, Economic Development & Tourism Director Patrick Beard, Parks and Recreation Director Duane Foret, Michelle Impastato, Council Secretary

**CALL TO ORDER**

Meeting called to order at 6:00 pm.

**PRAYER / PLEDGE**

Pastor Tommy Hogan  
Calvary Baptist Church, Luling

**APPROVAL OF MINUTES**

A motion was made by Councilmember Comardelle, seconded by Councilmember Wilson, to approve the minutes from the regular meeting of March 16, 2026. The motion carried by the following vote:

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and Fisher

Nay: 0

Absent: 1 - deBruier

**SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)**

2026-0117

In Recognition: Emile Broussard, III, River Parishes Transit Authority

**Sponsors:** Mr. Mobley

Emile Broussard, III spoke on the matter.

**Read**

2026-0118

In Recognition: Ed Griffin, Planning & Zoning Commission

**Sponsors:** Mr. Pilié

**Read**

2026-0119

Proclamation: "St. Charles Parish First Responders Crawfish Cook-Off Day"

**Sponsors:** Ms. Skiba

Natalie Wright spoke on the matter.

**Read**

2026-0120

Proclamation: "National Public Safety Telecommunicators Week"

**Sponsors:** Mr. Fisher

Retired Major Sam Zinna spoke on the matter.  
Parish President Matthew Jewell spoke on the matter.  
Councilmen Fisher spoke on the matter.

**Read**

2026-0121

Proclamation: Trash Bash Cleanup Day in St. Charles Parish

**Sponsors:** Mr. Jewell

Assistant Director of Public Relations, Parks and Recreation, Grayson Touchard spoke on the matter.

**Read**

2026-0122

Proclamation: "National Volunteer Week and Prime Time Seniors Volunteer Day in St. Charles Parish"

**Sponsors:** Mr. Jewell

Parks and Recreation Director, Duane Foret spoke on the matter.

**Read**

2026-0127

Proclamation: "Black Maternal Health Week in St. Charles Parish"

**Sponsors:** Mr. Pilié

Shary Wilmore spoke on the matter.

**Read**

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

2026-0115

Library Board of Control

Director of St. Charles Parish Library, Leann Benedict reported.

Councilwoman Fonseca spoke on the matter.  
Ms. Benedict spoke on the matter.  
Councilwoman Wilson spoke on the matter.  
Chairman Pilié spoke on the matter.

**Reported**

2026-0116

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 PILLÉ AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, APRIL 20, 2026, 8:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

**2026-0124**

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for the provision of office space located in the St. Charles Parish Courthouse, 15045 River Road, Hahnville, LA.

**Sponsors:** Mr. Jewell  
**Public Hearing/Scheduled for Public Hearing to the Parish Council on April 20, 2026**

**2026-0129**

An ordinance to approve and authorize the execution of a Cooperative Agreement with the LSU AgCenter for the continued support of the St. Charles Parish Cooperative Extension Service through November 1, 2030

**Sponsors:** Mr. Jewell  
**Public Hearing/Scheduled for Public Hearing to the Parish Council on April 20, 2026**

**2026-0128**

An ordinance approving and authorizing the execution of the donation of a thirty (30) foot drainage servitude by Stephen O. Vial and Leon C. Vial, III to St. Charles Parish and to revoke and abandon a fifteen (15) foot drainage servitude granted by Stephen O. Vial and Leon C. Vial, III to St. Charles Parish on April 22, 2013.

**Sponsors:** Mr. Jewell and Department of Public Works  
**Public Hearing/Scheduled for Public Hearing to the Parish Council on April 20, 2026**

**2026-0130**

An ordinance approving and authorizing the execution of an Intergovernmental Agreement between St. Charles Parish and Coastal Protection and Restoration Authority Board (CPRA), to provide continued Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project (State Project No. BA-0001).

**Sponsors:** Mr. Jewell and Department of Public Works  
**Public Hearing/Scheduled for Public Hearing to the Parish Council on April 20, 2026**

**2026-0132**

An ordinance approving and authorizing the execution of a Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform engineering services for Willowdale Blvd. Overlay and Widening (Project No. P240602), in the not to exceed amount of \$137,335.00.

**Sponsors:** Mr. Jewell and Department of Public Works  
**Public Hearing/Scheduled for Public Hearing to the Parish Council on April 20, 2026**

**PLANNING AND ZONING PETITIONS**

**2026-0104**

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on property designated as the Lot ADV-3, Block A, Mimosa Park Subdivision, 12429 Highway 90, Luling as requested by Yvette and Joseph Wolford.

**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.  
Mr. Albert requested File No. 2026-0104 to be Tabled.

**Public Hearing Requirements Satisfied**

A motion was made by Councilmember Fonseca, seconded by Councilmember O'Daniels, to Table File No. 2026-0104. The motion carried by the following vote:

**Yea:** 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and Fisher

**Nay:** 0

**Absent:** 1 - deBruier

**Tabled.**

**2026-0105**

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from M-1 to R-1M on property designated as Lot 19-A, Pecan Grove Plantation Subdivision, 12350 River Road, Destrehan as requested by Anna Nelson for DNA Real Estate, LLC

**Sponsors:** Mr. Jewell and Department of Planning & Zoning

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

**Public Hearing Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and Fisher

**Nay:** 0

**Absent:** 1 - deBruier

**Enactment No: 26-4-1**

**ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)**

**2026-0106**

An ordinance to amend Ordinance No. 91-1-6, Traffic Code for St. Charles Parish; to provide for installation of "NO PARKING" decals in Lakewood West Subdivision, Luling.

**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**  
Councilwoman Fonseca spoke on the matter.  
Councilwoman O'Daniels spoke on the matter.  
Mr. Bingham spoke on the matter.  
Councilwoman Wilson spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and Fisher

**Nay:** 0

**Absent:** 1 - deBruier

**Enactment No: 26-4-2**

**2026-0112**

An ordinance approving and authorizing the execution of a Professional Services Agreement with G.E.C., Inc. to perform engineering services for the School Zone Improvements (Project No. P241101), in the amount not to exceed of \$94,990.00.

**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**  
Councilwoman Fonseca spoke on the matter.  
Mr. Bingham spoke on the matter.

Councilman Fisher spoke on the matter.  
Parish President Matthew Jewell spoke on the matter.  
Chairman Pilié spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and Fisher

**Nay:** 0

**Absent:** 1 - deBruier

**Enactment No: 26-4-3**

**2026-0113**

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 25-5-3, which approved the Professional Services Agreement with Quality Engineering & Surveying for the Ama Park Renovations (Project No. RECAPR25), in the not to exceed amount of \$25,175.00.

**Sponsors:** Mr. Jewell and Department of Parks and Recreation

**Reported:**  
Parks and Recreation Department Recommended: Approval  
Parks and Recreation Director Duane Forest spoke on the matter.

**Public Hearing Requirements Satisfied**

**Council Discussion**  
Councilwoman Fonseca spoke on the matter.  
Councilwoman Skiba spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and Fisher

**Nay:** 0

**Absent:** 1 - deBruier

**Enactment No: 26-4-4**

**2026-0114**

An ordinance to enact a MORATORIUM on the permitting, consideration, approval, location, construction, and/or installation of any Data Center facilities for a period of 12 months.

**Sponsors:** Ms. O'Daniels, Ms. Wilson and Mr. Pilié

**Reported:**  
Councilwoman O'Daniels Recommended: Approval  
Councilwoman Wilson Recommended: Approval  
Councilman Pilié Recommended: Approval

Councilwoman O'Daniels stated she would like to make an Amendment to Ordinance revising Section III to add some clarifying language adding "specific data center" in front of regulations and after regulations adding "by the St. Charles Parish Council" and for the period of 12 months to be revised to "8 months".

Chairman Pilié requests that Councilwoman O'Daniels restate the amendment.  
Councilwoman O'Daniels restated the amendment.

**Amendment:**

To Amend Ordinance in Section III, from "That the Moratorium shall be in effect until enactment of the regulations addressing the proper design, size, location and operation of a Data Center in the Parish or a period of 12 months, whichever occurs first." to read "That the Moratorium shall be in effect until enactment of the specific Data Center regulations by the St. Charles Parish Council addressing the proper design, size, location and operation of a Data Center in the Parish or a period of 8 months, whichever occurs first."

To Amend Ordinance 5th Whereas from "it is appropriate for the Parish to have the necessary time to formulate the protective regulations for the Parish and to enact a Moratorium for a period of 12 months or until any necessary regulations can be enacted; and," to read "it is appropriate for the Parish to have the necessary time to formulate the protective regulations for the Parish and to enact a Moratorium for a period of 8 months or until any necessary regulations can be enacted; and,"

**Speakers:**

Mr. Joey Edwards, Norco  
Chairman Pilié spoke on the matter.  
Ms. Rebecca Hilburn, Destrehan

**Public Hearing Requirements Satisfied**

**Council Discussion**  
Councilwoman O'Daniels spoke on the matter.  
Councilman Fisher spoke on the matter.  
Councilwoman Fonseca spoke on the matter.  
Councilwoman O'Daniels spoke on the matter.  
Parish President Matthew Jewell spoke on the matter.  
Chairman Pilié spoke on the matter.  
Parish President Matthew Jewell spoke on the matter.

A motion was made by Councilmember O'Daniels, seconded by Councilmember Wilson, to Amend File No. 2026-0114. The motion carried by the following vote:

**Yea:** 5 - Mobley, Wilson, Pilié, Comardelle and O'Daniels

**Nay:** 3 - Fonseca, Skiba and Fisher

**Absent:** 1 - deBruier

**2026-0114**

An ordinance to enact a MORATORIUM on the permitting, consideration, approval, location, construction, and/or installation of any Data Center facilities for a period of 12 months.

**Sponsors:** Ms. O'Daniels, Ms. Wilson and Mr. Pilié

**Amended**

Public comment opened  
Mr. Joseph Coco, Destrehan  
Mr. Joey Edwards, Norco  
Ms. Rebecca Hilburn, Destrehan  
Mr. Ray Gregson, Luling  
Mr. Larry Hand, New Orleans  
Ms. Debra Bicker, St. Rose  
Ms. Marcia Culver, Montz  
Ms. Kellee Butler, St. Rose  
Mr. Barry Hall, Harahan

**Public Hearing Requirements Satisfied**

**Council Discussion**  
Councilman Mobley stated he would like to make an Amendment to Ordinance to include "any cloud or/and hyperscale" after installation of and before "Data center facilities".  
Councilwoman O'Daniels called for a Point of Order to ask Legal Council if that is a material change.  
Councilman Mobley motioned to Amend the proposed Ordinance.  
Legal Services Director Corey Dubre spoke on the matter.  
Councilman Mobley's motion failed for lack of a second.  
Councilwoman Wilson spoke on the matter.  
Councilwoman O'Daniels spoke on the matter.  
Parish President Matthew Jewell spoke on the matter.  
Councilwoman Fonseca stated her reason for wanting to Table File No. 2026-0114.

A motion was made by Councilmember Fonseca, seconded by Councilmember Fisher, to Table File No. 2026-0114. The motion failed by the following vote:

**Yea:** 3 - Fonseca, Skiba and Fisher

**Nay:** 5 - Mobley, Wilson, Pilié, Comardelle and O'Daniels

**Absent:** 1 - deBruier

**Failed**

**Council Discussion**  
Councilwoman O'Daniels spoke on the matter.  
Chairman Pilié spoke on the matter.  
Councilwoman Fonseca spoke on the matter.  
Councilman Fisher spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE AS AMENDED**

**Yea:** 3 - Wilson, Pilié and O'Daniels

**Nay:** 5 - Mobley, Fonseca, Skiba, Comardelle and Fisher

**Absent:** 1 - deBruier

**Failed**

**RESOLUTIONS**

**2026-0107**

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 A143367 - Hahnville Wastewater Treatment Plant, and set forth the required action.

**Sponsors:** Mr. Jewell and Department of Wastewater

**Reported:**  
Wastewater Department Recommended: Approval  
Wastewater Director David deGeneser spoke on the matter.

**Public comment opened; no public comment**

VOTE ON THE PROPOSED RESOLUTION

Yes: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and Fisher  
 Nay: 0  
 Absent: 1 - deBruler  
 Enactment No: 6899

2026-0108

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 LA0073639 A139862 - Destrehan Wastewater Treatment Plant, and set forth the required action.

**Sponsors:** Mr. Jewell and Department of Wastewater  
**Reported:** Wastewater Department Recommended: Approval  
 Wastewater Director David deGeneres spoke on the matter.  
**Public comment opened:** no public comment  
**Council Discussion:** Councilwoman O'Daniels spoke on the matter.  
 Mr. deGeneres spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yes: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and Fisher  
 Nay: 0  
 Absent: 1 - deBruler  
 Enactment No: 6900

2026-0109

**Reported:** Wastewater Department Recommended: Approval  
 Wastewater Director David deGeneres spoke on the matter.  
**Public comment opened:** no public comment

VOTE ON THE PROPOSED RESOLUTION

Yes: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and Fisher  
 Nay: 0  
 Absent: 1 - deBruler  
 Enactment No: 6901

2026-0111

**Reported:** Finance Department Recommended: Approval  
 Finance Director Grant Dussom spoke on the matter.  
**Public comment opened:** no public comment

VOTE ON THE PROPOSED RESOLUTION

Yes: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and Fisher  
 Nay: 0  
 Absent: 1 - deBruler  
 Enactment No: 6902

2026-0123

A resolution to approve and authorize modifications to the Act of Conservation Servitude for Public Use and Benefit as granted by Willowridge Estates, L.L.C. and Rathborne Land Company, Inc. to St. Charles Parish dated December 28, 1999 and to modify the Consent Decree between the United States of America and Willowridge Estates, L.L.C. and Rathborne Land Company, Inc. in the matter entitled "United States of America vs. Willowridge Estates, LLC and Rathborne Land Company, Inc."

**Sponsors:** Mr. Jewell  
**Reported:** Parish President Recommended: Approval  
 Legal Services Director Corey Cubre spoke on the matter.  
**Public comment opened:** Mr. John Shortess, Assistant General Counsel for Energy-Environmental, New Orleans  
**Council Discussion:** Councilman Fisher spoke on the matter.  
 Mr. Shortess spoke on the matter.  
 Councilwoman Fonseca spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yes: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and Fisher  
 Nay: 0  
 Absent: 1 - deBruler  
 Enactment No: 6903

2026-0126

A resolution authorizing the Council Secretary to confirm the Parish Council's support of the updated Conversion Plan being submitted by the St. Charles Parish Housing Authority to HUD, transitioning from the Streamlined Voluntary Conversion Program to the RAD Section 18 Blend Conversion.

**Sponsors:** Ms. deBruler  
**Reported:** Councilwoman deBruler Recommended: Approval  
 St. Charles Parish Housing Authority Executive Director, Jeditiah Jackson spoke on the matter.  
**Public comment opened:** no public comment  
**Council Discussion:** Mr. Jackson spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yes: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and Fisher  
 Nay: 0  
 Absent: 1 - deBruler  
 Enactment No: 6904

APPOINTMENTS

2026-0086

A resolution appointing a member to the St. Charles Parish Communications District representing Emergency Medical Services as requested by the Hospital Service District No. 1, Parish of St. Charles, Board of Commissioners.

**Nominee:** Chairman Pilié stated that nomination provided by the Hospital Service District No. 1, Parish of St. Charles, Board of Commissioners, representing Emergency Medical Services to the St. Charles Parish Communications District is Mr. Kevin Gauthier.  
**Nomination(s) Accepted**

A motion was made by Councilmember Fonseca, seconded by Councilmember O'Daniels, Close Nomination(s) for File No. 2026-0086. The motion carried by the following vote:

Yes: 6 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and Fisher  
 Nay: 0  
 Absent: 1 - deBruler  
**Nomination(s) Closed**

ADJOURNMENT

A motion was made by Councilmember Comardelle, seconded by Councilmember Skiba, to adjourn the meeting at approximately 8:58 pm. The motion carried by the following vote:

Yes: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and Fisher  
 Nay: 0  
 Absent: 1 - deBruler

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE

*Michelle Impastato*  
 Michelle Impastato  
 Council Secretary

Publish: April 30, 2026

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, APRIL 20, 2026, 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.

2026-0124  
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
 ORDINANCE NO. 26-4-5

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for the provision of office space located in the St. Charles Parish Courthouse, 15045 River Road, Hahnville, LA.

**WHEREAS,** La. R.S. 29:260-262 provides that the Louisiana Department of Veterans Affairs (LDVA) shall not contribute more than 75% for the operation and maintenance of Veterans' Affairs Offices; that Police Juries and Municipal Governing Authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operations of Veterans Services Offices established by the LDVA; that Police Juries and Municipal Governing Authorities shall provide space for the operations of Veterans' Service Offices established by the LDVA pursuant to law; and,

**WHEREAS,** Ordinance No. 25-4-3 adopted on April 21, 2025, by the St. Charles Parish Council, approved and authorized the execution of a Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for the provision of office space located in the St. Charles Parish Courthouse, 15045 River Road, Hahnville, LA; said agreement is in effect until December 31, 2025; and,

**WHEREAS,** St. Charles Parish desires to continue to support local veterans and improve their access to benefits by providing for both, the cost to maintain and operate a Veterans' Service Office; and,

**WHEREAS,** St. Charles Parish will provide office space for the Veterans' Service Office which offers a safe location for LDVA employees and clients.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

**SECTION I.** That the Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for the provision of services is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Cooperative Endeavor 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, PILIÉ, COMARDELLE, O'DANIELS, FISHER, DEBRULER  
 NAYS: NONE  
 ABSENT: SKIBA

And the ordinance was declared adopted this 20th day of April, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Michelle Impastato*  
 SECRETARY: *Michelle Impastato*  
 DLVD/PARISH PRESIDENT: *April 20, 2026*  
 APPROVED:  DISAPPROVED:   
 PARISH PRESIDENT: *Matthew Jewell*  
 RETD/SECRETARY: *April 20, 2026*  
 AT: 7:35 pm RECD BY: *[Signature]*



COOPERATIVE ENDEAVOR AGREEMENT  
 BETWEEN  
 ST. CHARLES PARISH COUNCIL  
 AND  
 LOUISIANA DEPARTMENT OF VETERANS AFFAIRS

THIS COOPERATIVE AGREEMENT is made and entered into on \_\_\_\_\_ by and between St. Charles Parish Council, hereafter referred to as Parish/Municipality, a political subdivision of the State of Louisiana represented by Matthew Jewell, President, and the Louisiana Department of Veterans Affairs (hereafter referred to as LDVA), a state agency within the Executive Branch of the State of Louisiana represented by its Secretary, Charlton Megninley.

ARTICLE I

**WHEREAS,** Louisiana Revised Statutes, including but not limited to La R.S. 29:260-262, as amended and reenacted, specifically provide enabling legislation for LDVA to estimate and recover part of the operations cost of parish Veterans' Service Offices. Specifically, La. R.S. 29:260-262 provides that LDVA shall not contribute more than seventy-five percent (75%) for the operation and maintenance of such parish Veterans' Service Offices; that police juries and municipal governing authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operation of Veterans' Service Offices established by LDVA; that police juries and municipal governing authorities shall provide office space for the operation of Veterans' Service Offices established by LDVA pursuant to law; and the cost of providing such office space shall not be considered as any payment or contribution required toward the expense of operation and maintenance of such Veterans' Service Office space.

ARTICLE II

**WHEREAS,** Parish/Municipality desires to support local veterans and improve their access to benefits and services by providing for both the cost to maintain and operate Veterans' Service Offices and space to house such service offices as provided by law.

ARTICLE III

**WHEREAS,** LDVA, whose physical office is located at 602 N. Fifth Street, Baton Rouge, Louisiana, 70802, and whose official mailing address is P.O. Box 94095 Capitol Station, Baton Rouge, Louisiana, 70804-9095, received funds in Fiscal Year 2026 to provide such services to veterans in Parish/Municipality.

ARTICLE IV

**WHEREAS,** both LDVA and Parish/Municipality desire to memorialize their respective fiscal, operational, and maintenance obligations relative to the establishment of a Veterans' Service Office in Parish/Municipality,

NOW THEREFORE, LDVA and Parish/Municipality, each having authority to do so, agree as follows:

I. OBLIGATIONS OF THE PARTIES.

A. Obligations of LDVA

- LDVA shall provide information to veterans residing in or near Parish/Municipality and their dependents through various outlets including but not limited to the news media, internet, reading materials, and personal consultation about benefits to which they are entitled, including medical services, compensation and pension programs, education, home loan guarantees, employment, benefits for patients in a nursing home, insurance benefits, referrals to housing and mental health providers, and last internet benefits.
- LDVA shall provide a highly trained Veterans Assistance Counselor at said service office.
- LDVA shall make every reasonable effort to ensure that the designated Veterans' Service Office is staffed two (2) days per week on the following days, to wit: Tuesday and Friday, excluding applicable holidays, training periods, inclement weather closures, etc. LDVA will endeavor to update

the parish or municipality of any office closure that may occur, should the need arise. However, in the event of staffing issues, LDVA may perform their duties remotely via virtual means as determined by LDVA needs.

- LDVA shall designate a contract monitor to ensure that the parties meet their obligations described herein and identify said person, along with their mailing address, email address, and phone number to Parish/Municipality.

**B. Obligations of Parish/Municipality**

- Parish/Municipality shall provide office space for the Veterans' Service Office that offers a safe location for LDVA employees and clients, space for private client interviews, secure storage of client files, and accessibility for disabled visitors. Said space shall be located at 15045 River Road, Hahnville, LA 70057.
- Parish/Municipality shall provide for all utilities and Internet expenses, as well as 28.05% of phone service costs, as part of its obligation to provide space for the Veterans' Service Office.
- Parish/Municipality shall provide funding to LDVA in the amount described herein to support the cost to operate and maintain the Veterans' Service Office.

**II. FUNDING AND REPORTING**

**A. Compensation and Disbursement**

- Parish/Municipality shall contribute to the support of the Veterans' Service Office by paying LDVA a total of \$3,851.24 in minimum monthly payments of \$320.94.
- Parish/Municipality shall make payments by check or electronic means only, payable to LDVA. Prior to making the first payment, Parish/Municipality shall select its preferred method and communicate the choice to LDVA.

**B. Reporting**

- Upon request, LDVA shall provide an operations report on the number of veteran contacts and claims processed that period.
- LDVA shall also include within that report any additional information that might assist in communicating and demonstrating the positive impact to the community of the services provided by LDVA.

**C. Invoicing**

- LDVA shall submit to Parish/Municipality an invoice for the payment described herein on a quarterly basis.
- Parish/Municipality may pay monthly, and shall pay LDVA the full sum of the invoiced amount no later than 30 days after receipt of this invoice.

**III. TERM**

- This Cooperative Endeavor Agreement shall be in effect from January 1, 2026, to December 31, 2026.

**IV. TERMINATION**

- Parish/Municipality may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. The Parish/Municipality must provide the reason for termination and reason why it cannot comply with the Louisiana Revised Statutes referenced above. Upon termination by the Parish/Municipality or the failure of Parish/Municipality to meet its obligations defined herein, LDVA may close the Veterans Service Office operated in Parish/Municipality.

**V. CONTROLLING LAW**

- The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

**VI. LEGAL COMPLIANCE**

- LDVA and Parish/Municipality shall comply with all federal, state, and local laws and regulations, including, specifically, but without limitation, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

**VII. PUBLIC LIABILITY/INDEMNIFICATION**

- LDVA will indemnify, defend, and hold harmless Parish, including Parish's employees and agents, from and against any and all claims or liabilities arising from the fault of LDVA, its employees, or agents in carrying out LDVA'S duties and obligations under the terms of this agreement. The Parish will indemnify, defend, and hold harmless LDVA, including LDVA'S employees, delegates, agents, and representatives from and against any and all claims or liabilities arising from the fault of Parish, its employees, or agents in carrying out the Parish's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.
- Nothing herein is intended, nor shall be deemed to create a third-party beneficiary to or for any obligation by any party hereto or to authorize any third person to have any action against any party hereto arising out of this Agreement.
- LDVA is responsible for any and all insurance or other liability requirements related to the operations or activities associated with this agreement. LDVA will ensure that it has insurance coverage for any general liability claims occurring at the premise provided by the Parish as well as insurance coverage for any LDVA contents located at the premise provided by the Parish. In addition, LDVA agrees that all insurance policies required by the agreement will be primary, will include a waiver of subrogation in favor of the Parish as to workers' compensation claims, and will identify the Parish as an additional insured.

**VIII. SEVERABILITY**

- If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent of the law.

**IX. NOTICES**

- Legal notices to the parties shall be mailed to the following persons and addresses via certified United States mail, to wit:
  - LDVA:
    - Charlton J. Meginley
    - SECRETARY
    - Louisiana Department of Veterans Affairs
    - P. O. Box 94095, Capitol Station
    - Baton Rouge, Louisiana 70804-9095
  - ST. CHARLES PARISH COUNCIL:
    - Matthew Jewell
    - PRESIDENT
    - P.O. Box 302
    - Hahnville, LA 70057

IN WITNESS WHEREOF, the parties have executed this Cooperative Endeavor Agreement on the day, month, and year first written above.

**SIGNATURES:**

**ST. CHARLES PARISH COUNCIL**

BY: Matthew Jewell  
MATTHEW JEWELL, PRESIDENT

Witnessed by: Kay Monfeey Anthony Ayo  
(Signature) (Signature)  
Kay Monfeey Anthony Ayo  
(Printed Name) (Printed Name)

**LA DEPARTMENT OF VETERANS AFFAIRS**

BY: \_\_\_\_\_  
CHARLTON J. MEGINLEY, SECRETARY

Witnessed by: \_\_\_\_\_  
(Signature) (Signature)  
\_\_\_\_\_  
(Printed Name) (Printed Name)



**St. Charles Parish Council Cooperative Agreement Summary  
2026**

	Total Parish Expenses	Parish Contribution (28.05%)
Salaries & Benefits:	\$6,555.33	\$1,838.46
Travel	\$909.46	\$255.06
Supplies	\$403.34	\$113.12
Postage, Equip. Maintenance	\$114.69	\$32.17
Telephone & Internet	\$540.91	\$151.70
Professional Services	\$333.15	\$93.43
Acquisitions	\$173.29	\$48.60
OIS Migration	\$1,446.80	\$405.76
Subtotal:	\$10,476.98	\$2,938.31
*Administration Expense		\$912.93
<b>Total:</b>		<b>\$3,851.24</b>

\*Share of costs related to human resources, accounting, payment processing, etc. (2.5% of total state expenses)

**Economic Impact of St Charles Parish Veterans' Service Office:**

\$18,823,982 in Compensation and Pension benefits for a veteran population of 2,478.

(According to US Department of Veterans Affairs FY24 Summary of Expenditures)

2026-0129

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT

ORDINANCE NO. 26-4-6

An ordinance to approve and authorize the execution of a Cooperative Agreement with the LSU AgCenter for the continued support of the St. Charles Parish Cooperative Extension Service through November 1, 2030.

**WHEREAS**, via a partnership of the United States Department of Agriculture, the Louisiana State University AgCenter and St. Charles Parish, the local Cooperative Extension Service delivers services and programs to the residents of our Parish; and,

**WHEREAS**, Ordinance No. 20-10-8 adopted on October 19, 2020, by the St. Charles Parish Council, approved and authorized the execution of a Cooperative Agreement with the LSU AgCenter for the continued support of the St. Charles Parish Cooperative Extension Service; and,

**WHEREAS**, said Agreement is in effect until November 1, 2025; and,

**WHEREAS**, it is the desire of the LSU AgCenter and the St. Charles Parish to continue this partnership through a Cooperative Agreement for the period November 1, 2025 to November 1, 2030.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the LSU AgCenter and the St. Charles Parish Cooperative Agreement to support and Administer Louisiana Cooperative Units Off Campus is hereby approved and accepted.

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

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

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

NAYS: NONE

ABSENT: SKIBA

And the ordinance was declared adopted this 20th day of April, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
LDVO/ PARISH PRESIDENT: April 20, 2026  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: Matthew Jewell  
RETD/ SECRETARY: April 20, 2026  
AT: 7:35 pm RECD BY: [Signature]



St. Charles Parish Cooperative Extension Service

P. O. Box 557, 453 Spruce Street - Natchitoches, LA 70079 - Office: 965-765-4473  
www.LSUAgCenter.com

The LSU AgCenter provides email support for its programs and employees.

**LSU AgCenter  
And  
St. Charles Parish Council**

**Cooperative Agreement to Support and Administer Louisiana Cooperative Units Off Campus**

**Background:**

The process of developing a well educated citizenry involves use of formal and informal approaches by dedicated professionals. Congress in 1914 signified the national interest in assuring that informal educational opportunities needed to emanate from the knowledge generating process of the Land Grant College system by passing the Smith-Lever Act. This Act created the Cooperative Extension Service system that links Land Grant campus faculty to those seeking information in off campus locales. This is achieved via a partnership of the United States Department of Agriculture, the Louisiana State University AgCenter and local government. Police Juries, Parish Commissions and School Boards are the critical third partner for effectively identifying, developing and delivering Cooperative Extension programs. Educational needs and delivery mechanisms clearly have dynamic aspects that challenge the federal, state and local partners to work effectively in order to meet community needs. This Cooperative Agreement between the LSU AgCenter and local government acknowledges the value to clientele of all partners having a uniform understanding for programming support.

**Partnership Philosophy:**

- The long standing presence of Louisiana Cooperative Extension Service (LCES) faculty in the parish has established invaluable ties to the local clientele, government, and industry.
- That educational programming is most valued when developed in concert with local and area needs as expressed through the advisory committee process.

- That LSU AgCenter faculty on campus and at research stations/regional centers are an essential supplement to the technical capabilities of local LCES faculty.
- LCES faculty have, at a minimum, a baccalaureate degree, and must complete graduate level coursework with the intention that they will work toward a master's degree. LCES also provides additional technical training opportunities in order to offer local clientele enhanced information and educational programs.
- LCES faculty in parish offices may develop and deliver specialized programming of importance to surrounding parishes.
- Federal, state and local financial support is necessary to meet the needs of the community as identified by advisory committees.

**The LSU AgCenter agrees:**

1. The LSU AgCenter working in the LCES format will deliver needs based, focused programs in four general categories: 1) Agriculture and Natural Resources, 2) 4-H Youth Development, 3) Family and Consumer Sciences, and 4) Community Economic Development.
2. That competent faculty and support personnel will be recruited and placed in parish offices on LSU AgCenter appointments by following LSU AgCenter Human Resources Office procedures.
3. Faculty are to be afforded training and professional improvement opportunities to assure the parish has the best technical resources available.
4. Faculty and unclassified staff in parish offices will be supervised and evaluated by the appropriate unit leader pursuant to the LSU AgCenter's employee policies and procedures.
5. To provide parish governmental units with oral and written reports from the parish AgCenter faculty on a mutually agreed to schedule but at least annually.
6. To consult with parish government units as to the program to be offered in the parish.
7. Faculty in the parish will adhere to the Policy Statements and Presidential Memoranda issued by the LSU President's Office and AgCenter campus.
8. To evaluate the need for specialized office and program delivery equipment above that provided by the parish.
9. To establish mutually beneficial billing procedures for collection of financial support for faculty and staff from parish government units.

**The Parish Governmental Unit Agrees:**

1. To provide suitable office space, furnishings and support facilities to LCES faculty.
  2. To provide operating services support such as utilities, communication and technology charges, custodial services and office supplies.
  3. To provide financial support in the minimum amount of \$60,000 for research based educational programming for the parish including but not limited to: 1) Agriculture and Natural Resources, 2) 4-H Youth Development, 3) Family and Consumer Sciences, and 4) Community Economic Development.
- Local sources combined generally provide a minimum of 20% of the parish's programmatic cost.
4. That with reference to faculty vacancies due to resignation, retirement or new positions the LSU AgCenter's Office of Human Resource Management policies will be followed in the search for candidates. The LCES parish chair will assure that parish government officials are well informed during the process.

**Implementation:**

This Cooperative Agreement between the Louisiana Cooperative Extension Service and St. Charles Parish Council is entered into in order to assure continued informal educational programming from the LSU AgCenter. It shall be in effect for 5 years for the period **November 1, 2025 to November 1, 2030.**

**Approved:**

*Matthew Jewell*  
Parish President

4/22/26  
Date

\_\_\_\_\_  
LCES Director  
LSU AgCenter

\_\_\_\_\_  
Date

And the ordinance was declared adopted this 20th day of April, 2026, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: *Matthew Jewell*  
 SECRETARY: *Michelle Ingersoll*  
 CLVD/PARISH PRESIDENT: April 20, 2024  
 APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
 PARISH PRESIDENT: *Matthew Jewell*  
 REVD/SECRETARY: April 20, 2024  
 AT: 7:35pm RECD BY: \_\_\_\_\_

**DONATION OF SERVITUDE UNITED STATES OF AMERICA**  
**BY: STEPHEN O. VIAL AND STATE OF LOUISIANA**  
**LEON C. VIAL, III**  
**TO: ST. CHARLES PARISH PARISH OF ST. CHARLES**

**BE IT KNOWN**, that on this \_\_\_\_ day of \_\_\_\_\_, in the year 2026:

**PERSONALLY, CAME AND APPEARED:**

**STEPHEN O. VIAL**, a person of the full age of majority and for the purpose of this donation declares his mailing address to be P.O. Box 1072, Grand Isle, LA 70358

and

**LEON C. VIAL, III**, a person of the full age of majority and for the purpose of this donation declares his mailing address to be P.O. Box 321, Hahnville, LA 70057; further that Leon C. Vial, III is represented herein by Mary Janet Vial, Agent and Attorney in Fact, as per Power of Attorney attached hereto and made part hereof

hereinafter referred to as **Donors**;

who declared that **DONORS** do hereby donate a **30' Drainage Servitude** to

**ST. CHARLES PARISH**, a political subdivision of the State of Louisiana, whose address is P. O. Box 302, Hahnville, Louisiana, 70057, represented by its Parish President, Matthew Jewell;

hereinafter referred to as **Donee**;

for the purpose of constructing, operating, maintaining, repairing and/or replacing drainage improvements on the following described property situated in St. Charles Parish, to-wit:

**30' DRAINAGE SERVITUDE  
LOCATED IN SECTION 8, T13S, R20E  
HAHNVILLE, LOUISIANA**

The servitude is a 1.841 acre portion of property on Lot 14, Fashion Plantation, located in St. Charles Parish, Louisiana in Section 8, Township 13 South, Range 20 East, Southeastern West of the Mississippi Land District. All in accordance with the Drainage Servitude Plat prepared by Crescent Engineering and Mapping, LLC by Matthew Ledet, P.L.S. signed October 23, 2025, and said map being attached hereto and made a part hereof, which property is more particularly described as follows:

Commencing from a 3/4" iron rod with a 3" aluminum cap, called CP 2 on the plat, and having coordinates of N=529601.1460 and E=3573324.6040, proceed S44°51'30"E a distance of 485.14 feet to a point having coordinates of N=529257.25 and E=3573666.80, said point being the point of beginning, P.O.B. 1; thence proceed S57°41'02"E a distance of 33.40 feet to a 1/2" iron rod; thence proceed S58°23'16"W a distance of 2679.79 feet to a point; thence proceed N31°36'44"W a distance of 30.00 feet to a point; thence proceed N58°23'16"E a distance of 2665.11 feet to the point of beginning.

All of which comprises the Proposed 30' Drainage Servitude as shown on Sheet 1 of the Drainage Servitude Plat and contains an area of 80,173.4 square feet or 1.841 acres.

**DONORS** retain their rights to fully use and enjoy the Servitude, except as to the rights granted herein. **DONEE** agrees to indemnify and hold **DONORS** harmless from any and all claims for damages which **DONORS** may suffer, caused either wholly or in part, by reason of the negligence of the Parish, its agents or employees, in the installation, operation or maintenance of this Servitude or drainage improvements thereon.

**DONEE** agrees that the dirt removed while installing the Servitude shall remain on the land of the **DONORS**.

To have and to hold said Servitude unto the said **DONEE**, its successors and assigns until said Servitude be exercised and so long thereafter as the same shall be useful for the above-named purposes.

[Remainder of page left intentionally blank.]

**IN TESTIMONY WHEREOF**, in the Parish of \_\_\_\_\_, State of Louisiana, the party hereto has signed, executed, and acknowledged this instrument as his free voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, on the \_\_\_\_ day of \_\_\_\_\_, 2026, after a due reading of the whole.

**WITNESSES:** \_\_\_\_\_ **DONORS:** \_\_\_\_\_  
 \_\_\_\_\_ **STEPHEN O. VIAL**  
 Print Name \_\_\_\_\_  
 \_\_\_\_\_ **MARY JANET VIAL, as agent and**  
 \_\_\_\_\_ **Attorney in fact for LEON C. VIAL, III**  
 Print Name \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC  
 Print Name \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 My Notary Identification or Bar Roll No.: \_\_\_\_\_

**IN TESTIMONY WHEREOF**, in the Parish of \_\_\_\_\_, State of Louisiana, the party hereto has signed, executed, and acknowledged this instrument as his free voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, on the \_\_\_\_ day of \_\_\_\_\_, 2026, after a due reading of the whole.

**WITNESSES:** \_\_\_\_\_ **DONEE:** \_\_\_\_\_

**2026-0128  
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO.** 26-4-7  
An ordinance approving and authorizing the execution of the donation of a thirty (30) foot drainage servitude by Stephen O. Vial and Leon C. Vial, III to St. Charles Parish and to revoke and abandon a fifteen (15) foot drainage servitude granted by Stephen O. Vial and Leon C. Vial, III to St. Charles Parish on April 22, 2013.

- WHEREAS**, Stephen O. Vial and Leon C. Vial, III are the owners of a portion of Lots 14 and 15 located in Fashion Plantation Subdivision in Section 8, Township 13 South, Range 20 East; and,
- WHEREAS**, an improved drainage ditch is required to flow rainwater runoff that collects in Old Fashion Subdivision, passes through culverts under the UP Railroad, and then collects south of the UP Railroad; which in large events causes rainwater to back up into Old Fashion Subdivision resulting in flooding; and,
- WHEREAS**, St. Charles Parish currently has a drainage canal on the west side of South Fashion Plantation Subdivision that starts at the park located at the south end of General Lee Drive, which flows southwest to the Vial Canal; and,
- WHEREAS**, St. Charles Parish desires to connect the culverts that travel under the UP Railroad from Old Fashion Subdivision to the drainage canal located on the western side of South Fashion Plantation Subdivision via a new drainage ditch that is to be located along the eastern side of the properties, which is adjacent to South Fashion Plantation Subdivision; and,
- WHEREAS**, Stephen O. Vial and Leon C. Vial, III are amenable to donating a thirty (30) foot drainage servitude, located on Lot 14, to allow St. Charles Parish to make the connection between the UP Railroad southern ditch and the drainage canal on the west side of South Fashion Plantation Subdivision; and,
- WHEREAS**, the existing fifteen (15) foot drainage servitude in the center of the property does not connect to the Vial Ditch, but merely dead ends into the pasture; and,
- WHEREAS**, upon acceptance of the above referenced thirty (30) foot drainage servitude, St. Charles Parish wishes to revoke and abandon said 2013 fifteen (15) foot drainage servitude pursuant to Chapter 2, Article I, Section 2-4 of the Code of Ordinances, as said property is no longer needed for public purposes; and,
- WHEREAS**, the thirty (30) foot drainage servitude to be donated and the fifteen (15) foot drainage servitude to be revoked and abandoned are more described on the Drainage Servitude Plat prepared by Matthew J. Ledet, PLS signed on October 23, 2025.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** The St. Charles Parish Council hereby approves the donation of a thirty (30) foot drainage servitude by Stephen O. Vial and Leon C. Vial, III to St. Charles Parish.

**SECTION II.** The St. Charles Parish Council hereby approves to revoke and abandon all of St. Charles Parish's rights in and to the 2013 fifteen (15) foot drainage servitude as shown in the attached revocation.

**SECTION III.** That the Parish President is hereby authorized to execute any and all documents deemed necessary to carry out the intent of this ordinance.

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

**YEAS:** HOBLEY, FONSECA, WILSON, PILTE, COMARDELLE, O'DANTELS,  
 FISHER, DEBRULER  
**NAYS:** NONE  
**ABSENT:** SKIBA

ST. CHARLES PARISH  
 BY: MATTHEW JEWELL  
 PARISH PRESIDENT

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

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

NOTARY PUBLIC  
 Print Name \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 My Notary Identification or Bar Roll No.: \_\_\_\_\_

ACT OF REVOCATION UNITED STATES OF AMERICA  
 BY: ST. CHARLES PARISH STATE OF LOUISIANA  
 OF: DRAINAGE SERVITUDE PARISH OF ST. CHARLES  
 IN FAVOR OF: STEPHEN O. VIAL  
 and LEON C. VIAL, III

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

BEFORE the undersigned Notary Public, duly commissioned and qualified in and for the Parish of St. Charles and State of Louisiana, therein residing, and in the presence of two competent witnesses hereinafter names and undersigned;

PERSONALLY CAME AND APPEARED:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by its Parish President, Matthew Jewell, whose mailing address is P.O. Box 302, Hahnville, LA 70057; authorized pursuant to Ordinance No. 26-4-8, adopted by the St. Charles Parish Council on the 20th day of April, 2026, a certified copy of which is attached hereto and made a part hereof;

That pursuant to the above related Ordinance, St. Charles Parish, through its governing authority, the St. Charles Parish Council, does hereby abandon and revoke the 15' Drainage Servitude granted in favor of St. Charles Parish on April 22, 2013, recorded in COB 785, folio 181 of the official records in the Clerk of Court for St. Charles Parish, by Stephen O. Vial and Leon C. Vial, III as set out in the following described property:

15' Drainage Servitude Fashion Plantation

That piece or portion of ground being a 15' Drainage Servitude being a portion of Lot 14 and Lot 15 of Fashion Plantation. Situated in Section 8, T-13-S, R-20-E, Hahnville, St. Charles Parish, Louisiana. All in accordance with a survey plat by Stephen P. Flynn, P.L.S., dated February 19, 2013 and being more fully described as follows:

Commencing at a point said point being the southwest intersection of the Union Pacific Railroad right of way and South Fashion Boulevard, said point being the northeast corner of Lot 287 of Fashion Plantation Estates Phase II

Thence proceed in a northwesterly direction along the south right of way of the Union Pacific Railroad a bearing of N57°40'52"W a distance of 439.74' to a point and corner, a #4 iron rod set;

The Point of Beginning

Thence proceed in a southwesterly direction along the south line of a 15' Drainage Servitude a bearing of S61°06'28"W a distance of 2268.96' to a point and corner, a #4 iron rod set;

Thence proceed in a northwesterly direction along the west line of a 15' Drainage Servitude a bearing of N28°53'32"W a distance of 15.00' to a point and corner, a #4 iron rod set;

Thence proceed in a northeasterly direction along the north line of a 15' Drainage Servitude a bearing of N61°06'28"E a distance of 2260.72' to the Union Pacific Railroad to a point and corner, a #4 iron rod set;

Thence proceed in a southeasterly direction along the south right of way of the Union Pacific Railroad being the east line a 15' Drainage Servitude a bearing of S57°40'45"E a distance of 17.12' to a point and corner, a #4 iron rod set;

The Point of Beginning

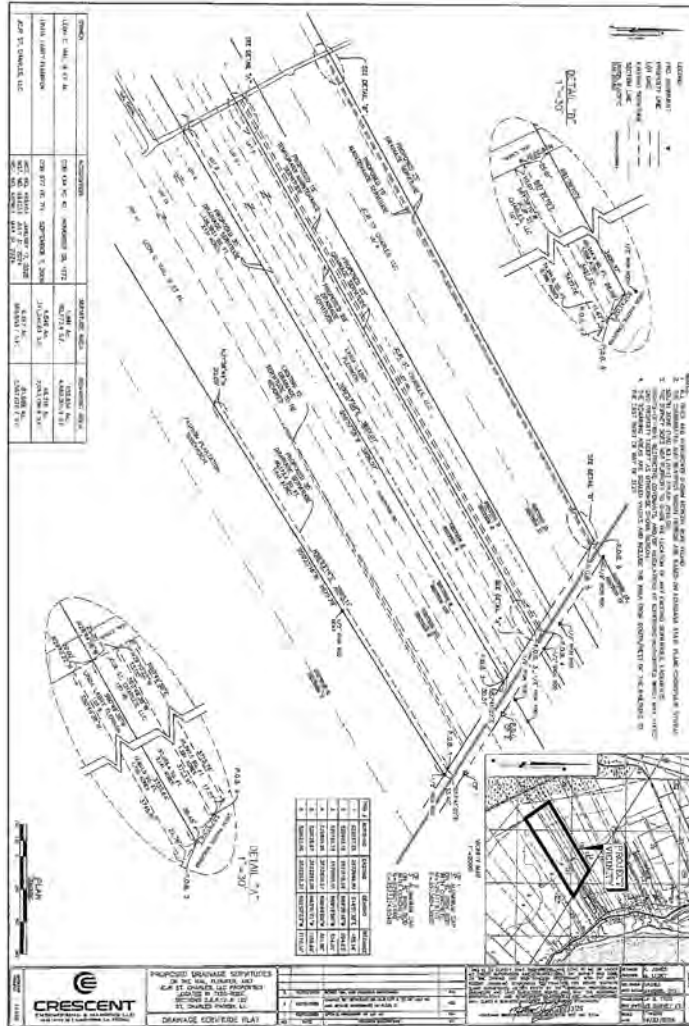
NOW THEREFORE, ST. CHARLES PARISH, has duly determined in the above related Ordinance that the 15' drainage servitude no longer serves a public purpose and that it is in the best interest of St. Charles Parish to revoke and abandon all of its rights in and to the 15' drainage servitude as described above owned by Stephen O. Vial and Leon C. Vial, III.

Further, that pursuant to LA R.S. 48-701 et seq, and the St. Charles Parish Code of Ordinances Chapter 2, Section 2-4(c) the revocation of the dedicated property is made unto the present owners of the land contiguous thereto.

THUS DONE AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2026 in the Parish of St. Charles, State of Louisiana in the presence of the undersigned named competent witnesses and me, Notary, after a reading of the whole.

WITNESSES: ST. CHARLES PARISH BY: MATTHEW JEWELL PARISH PRESIDENT

NOTARY PUBLIC



2026-0130 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS) ORDINANCE NO. 26-4-8

An ordinance approving and authorizing the execution of an Intergovernmental Agreement between St. Charles Parish and Coastal Protection and Restoration Authority Board (CPRA), to provide continued Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project (State Project No. BA-0001).

- WHEREAS, the Constitution of the State of Louisiana and the Local Services Law of the State of Louisiana provide for political subdivisions to engage in cooperative endeavors for public purposes; and,
- WHEREAS, both St. Charles Parish and Coastal Protection and Restoration Authority Board (CPRA) are authorized by law to provide continued Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project (State Project No. BA-0001); and,
- WHEREAS, St. Charles Parish executed DNR Cooperative Agreement No. 2512-99-01 with the Louisiana Department of Natural Resources for the Interim Operation and Maintenance of the Davis Pond Pump Station for the period of December 17, 1998, through May 31, 1999; and,
- WHEREAS, Ordinance No. 99-4-4 adopted on April 5, 1999, by the St. Charles Parish Council, which approved DNR Cooperative Agreement No. 2512-99-05 for the OMRR&R of the Davis Pond Freshwater Diversion Project and said Ordinance was amended via Ordinance No. 01-12-13 adopted on December 17, 2001, by the St. Charles Parish Council, to extend the Agreement through January 31, 2006; and,
- WHEREAS, Ordinance No. 05-12-9 adopted on December 5, 2005, by the St. Charles Parish Council, approved and authorized the execution of DNR Cooperative Agreement No. 2512-06-04 with the Louisiana Department of Natural Resources for the operation, maintenance, repair, replacement, and rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project for the period of February 1, 2006, through January 31, 2011; and,
- WHEREAS, Ordinance No. 10-4-13 adopted on April 19, 2010, by the St. Charles Parish Council, approved and authorized the execution of DNR Cooperative Agreement No. 2512-10-03 with the Louisiana Office of Coastal Protection and Restoration for funding in the amount of \$1,844,530.00 for the Continuation of the Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project said project for the period of February 1, 2011, through January 31, 2016, and entered into a new Agreement for the OMRR&R of said project for the period of February 1, 2016, through January 31, 2021; and,
- WHEREAS, Ordinance No. 21-1-6 adopted on January 25, 2021, by the St. Charles Parish Council, approved and authorized the execution of an Intergovernmental Agreement with the Coastal Protection and Restoration Authority Board for the Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project (State Project No. BA-0001), Cooperative Agreement No. 2000554635 for the continuation of the OMRR&R of said project for the period of February 1, 2021, through January 31, 2026; and,
- WHEREAS, it is the desire of both St. Charles Parish and the Coastal Protection and Restoration Authority Board to enter into a new Agreement for the OMRR&R of said project for the period of February 1, 2026, through January 31, 2031.
- WHEREAS, it is the desire of the Parish President to provide said continued Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project (State Project No. BA-0001) in accordance with the terms of the Intergovernmental Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the Intergovernmental Agreement between St. Charles Parish and Coastal Protection and Restoration Authority Board (CPRA), to provide continued Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project (State Project No. BA-0001), 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: NOBLEY, FONSECA, WILSON, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER NAYS: NONE ABSENT: SKIBA

And the ordinance was declared adopted this 20th day of April, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVD/PARISH PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED: [Signature] PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 7:35pm RECD BY: [Signature]

CPRA Agreement No. \_\_\_\_\_ Ordinance No. \_\_\_\_\_

INTERGOVERNMENTAL AGREEMENT BETWEEN STATE OF LOUISIANA THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY AND

## ST. CHARLES PARISH

## REGARDING

THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND  
REHABILITATION OF

## THE DAVIS POND FRESHWATER DIVERSION

## PROJECT NO. BA-0001

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT"), is entered into and effective by and between the State of Louisiana through the COASTAL PROTECTION AND RESTORATION AUTHORITY (hereinafter referred to as the "CPRA") acting by and through its Executive Director MICHAEL HARE, and St. CHARLES PARISH (hereinafter referred to as the "LOCAL") represented by its duly authorized Parish President, MATTHEW JEWELL (CPRA and LOCAL are referred to herein collectively as the "PARTIES" or individually as "PARTY").

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides, in part, that "(f)or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, pursuant to La. R.S. 49:214.5.2(A)(1), the COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD (hereinafter referred to as the "BOARD") represents the State of Louisiana's position in policy relative to the protection, conservation, enhancement, and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs; and

WHEREAS, pursuant to La. R.S. 49:214.6.1, CPRA is the implementation and enforcement arm of the BOARD and is directed by the policy set by the BOARD, and CPRA administers the programs, projects, and activities approved for funding by the BOARD, and, therefore, CPRA shall administer and implement the obligations undertaken pursuant to this AGREEMENT; and

WHEREAS, pursuant to La. R.S. 49:214.6.2, CPRA shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs, and may enter into contracts with the federal government, local governing authorities, and political subdivisions for the implementation of coastal protection projects, programs, or activities; and

WHEREAS, the LOCAL is the governing body of St. Charles Parish, with the authority of a local political subdivision to enter into agreements with governmental bodies, such as CPRA, for the public welfare, health, safety, and good order of St. Charles Parish by virtue of the specific authority granted in La. R.S.33:1236; and

WHEREAS, the PARTIES desire to enter into this AGREEMENT for the purpose of performing the operations, maintenance, repair, replacement, and rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project in the vicinity of Luling, Louisiana (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT is an integrated coastal protection project eligible for funding under Section 105 of the Gulf of Mexico Energy Security Act of 2006 ("GOMESA") (Title I of Division C of Pub. L. 109-432; 43 U.S.C. § 1331, *et seq.*; 120 Stat. 3000), 30 C.F.R. Part 1219, as amended, Louisiana Constitution Article VII, Sections 9(B), 10.1, and 10.2, and La. R.S. 49:214.5.4(E); and

WHEREAS, this AGREEMENT contemplates that in the future that GOMESA may be referred to as the Gulf of America Energy Security Act ("GOAESA"), *see* Exec. Order No. 14172, 90 Fed. Reg. 8629 (Jan. 20, 2025) ("Restoring Names That Honor American Greatness") and JML 25-027 (Mar. 13, 2025) ("The Gulf of America"), and it is inferred that GOMESA and GOAESA are synonymous for the purposes of this AGREEMENT; and

WHEREAS, the PROJECT is consistent with Louisiana's Comprehensive Master Plan for a Sustainable Coast, is included in an Annual Plan approved by the Louisiana Legislature, and is identified as eligible for allocation of proposed funding, contingent upon funding being made available to CPRA for the PROJECT; and

WHEREAS, LOCAL shall be solely responsible for any mitigation associated with the OMRR&R of the PROJECT; and

WHEREAS, this AGREEMENT will be mutually beneficial to the PARTIES in the furtherance of their respective statutory purposes, duties, and authorities, and each PARTY expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto; and

WHEREAS, CPRA and LOCAL, in connection with this AGREEMENT, desire to foster a partnering strategy and a working relationship between the PARTIES through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the PARTIES, and facilitate the successful implementation of the PROJECT as described herein; and

NOW, THEREFORE, in consideration of the PARTIES' mutual undertakings herein and the purposes, duties, and authorities granted under La. R.S. 49:214.1, *et seq.*, the constitution and general laws of the State of Louisiana, the PARTIES hereto do hereby agree as follows:

## ARTICLE I

PURPOSE AND IDENTIFICATIONA. PURPOSE

The purpose of this AGREEMENT is to set forth the terms, conditions, and responsibilities to be performed by LOCAL and CPRA in the in the continuing operation, maintenance, repair, replacement, and rehabilitation (OMRR&R) of the DAVIS POND FRESHWATER DIVERSION PROJECT. An Operation & Maintenance Manual and a Water Control Plan have been prepared by the United States Army Corps of Engineers (USACE), which shall serve as the primary OMRR&R guidance for the PROJECT.

B. IDENTIFICATION

For the purpose of administration, identification, and record keeping, State Project Number BA-0001 is assigned to this PROJECT. This number will be used to identify all PROJECT costs.

## ARTICLE II

SCOPE AND PROJECT DESCRIPTION

The scope of work for the PROJECT shall be consistent with ARTICLE III ("PROJECT RESPONSIBILITY"), and as identified in ATTACHMENT A ("SCOPE OF WORK") to this AGREEMENT.

The PROJECT became operational in 2001. It is designed to introduce freshwater, nutrients, and generally fine sediments into the marshes of the Barataria Basin in St. Charles, Jefferson, Lafourche and Plaquemines Parishes. The PROJECT is located at Mile 118.4 Above Head of Passes on the right descending bank of the Mississippi River. The PROJECT consists of four 14-foot x 14-foot box culverts with corresponding inflow and outflow channels, guide levees, a 570 cubic foot per second pumping station and a ponding area of approximately 9,311 acres, bounded along the north shore of Lake Cataouatche by a gabion shoreline protection approximately 9,425 feet long. The inflow channel has a length of approximately 535 feet and a bottom width of approximately 85 feet. The outflow channel has a length of approximately 11,043 feet, a bottom width of approximately 120 feet, and a water depth of approximately 20 feet at maximum flow.

CPRA and the USACE have entered into the Project Cooperation Agreement and Amendment No. 1 (PCA) for the Davis Pond Freshwater Diversion Feature and are providing financial and technical support for operating the Davis Pond Project. While CPRA is the local, non-federal sponsor responsible for OMRR&R for

PROJECT pursuant to the PCA with USACE, CPRA is contracting with LOCAL, through this AGREEMENT, to perform the PROJECT OMRR&R in accordance with the terms and conditions set forth herein. The proper operation, maintenance, and monitoring associated with the PROJECT is essential in achieving the long-term benefits envisioned and prescribed in the Davis Pond General Design Memorandum (GDM) No. 1, prepared by the USACE.

The scope of the work for the PROJECT is provided in ARTICLE IV, and shall include:

1. OMRR&R of the Davis Pond Freshwater Diversion Structure;
2. OMRR&R of the Davis Pond Drainage Pump Station; and
3. OMRR&R of the East and West Guide Levees which bound the PROJECT outflow channel and ponding area.
4. OMRR&R within the PROJECT ponding area as requested by CPRA.

## ARTICLE III

PROJECT RESPONSIBILITYA. CPRA PROJECT RESPONSIBILITY

1. Provide funding to LOCAL in accordance with the terms and conditions of this AGREEMENT for the OMRR&R of the PROJECT as described herein and in ATTACHMENT A ("SCOPE OF WORK").
2. Provide appropriate CPRA personnel for consultation, as necessary.
3. Provide access to relevant resources required in the performance of the work under this Agreement, as necessary.
4. Review and approve design criteria developed by LOCAL.
5. If requested by CPRA, perform secondary review of plans and specifications. LOCAL shall be responsible for primary review and shall provide comments on plans and specifications.
6. If requested by CPRA, review and approve any Notice to Proceed ("NTP") for work pertaining to the PROJECT.
7. Review and approve any Scope of Work changes for any contract(s) and any amendment(s) entered into between LOCAL and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s) for professional services (hereinafter referred to as the "SERVICES CONTRACT DOCUMENTS") for the PROJECT.
8. Review and approve any change order that increases the amount of the original maintenance construction contract (hereinafter referred to as "construction"), awarded through the public bid process (hereinafter referred to as the "CONSTRUCTION CONTRACT AWARD"), prior to execution of the change order.
9. If requested by CPRA, perform secondary review and approval of any change order that does not increase the CONSTRUCTION CONTRACT AWARD, prior to execution of the change order.
10. If Value Engineering is requested by either PARTY, review and approve all cost savings resulting from Value Engineering.
11. Issue written authorization prior to advertisement of the PROJECT, or any phase thereof, for public bid.
12. If requested by CPRA, perform secondary review of bids received prior to contract award. LOCAL shall be responsible for primary review of bids, and shall evaluate bids received and provide a recommendation either to reject all bids or to award the contract to the lowest responsive and responsible bidder.
13. Attend pre-bid conference, if requested by either PARTY.
14. Attend the pre-construction meeting and bi-weekly construction progress meetings, if requested by either PARTY.
15. Attend the final inspection upon completion of the PROJECT if requested by either PARTY.

B. LOCAL PROJECT RESPONSIBILITY

1. Perform and/or contract to perform the OMRR&R of the PROJECT in accordance with ATTACHMENT A ("SCOPE OF WORK") and the terms and conditions of this AGREEMENT.
  - a. Work under this AGREEMENT for the PROJECT shall be in accordance with all applicable laws, rules, and regulations, and LOCAL shall ensure that the work is the best obtainable within established trade practice. The submittal of documentation to CPRA as required by this AGREEMENT shall be for the purpose of verifying that the funds are spent in accordance with this AGREEMENT and the applicable legislation, providing evidence of the progress of the PROJECT, and verifying that such documentation is being produced. LOCAL shall be responsible for submitting complete and accurate documentation.
  - b. OMRR&R of the PROJECT shall be in accordance with CPRA minimum design standards and accepted sound engineering principles, as delineated in the design criteria to be developed by LOCAL. LOCAL shall provide design criteria to CPRA's Project Manager, identified in ARTICLE VI ("RECORD KEEPING AND MONITORING") of this AGREEMENT, for review and written approval prior to initiation of any work for the PROJECT under this AGREEMENT. LOCAL's failure to develop design criteria that are approvable by CPRA may result in termination of this AGREEMENT, at CPRA's sole discretion.
  - c. All engineering design documents, plans, and specifications shall be prepared by or under the direct supervision of a professional engineer licensed in the discipline of civil engineering and registered in the State of Louisiana in accordance with La. R.S. Title 37 and 46, regarding Professional and Occupational Standards, as governed by the Louisiana Professional Engineering and Land Surveying Board.
  - d. During the OMRR&R period for all work performed under a CONSTRUCTION CONTRACT AWARD, LOCAL, or its agent, shall provide PROJECT construction updates through continuous electronic access to all construction progress documents and/or through a monthly status report that summarizes the progress of construction.
2. If work is performed under a CONSTRUCTION CONTRACT AWARD, CPRA shall be invited to the preconstruction meeting, and all construction progress meetings. LOCAL will immediately notify CPRA of any construction delays or specific environmental concerns. Any preconstruction meeting shall comply with the requirements of La. R.S. 38:2225.6(B), as applicable. Perform and/or contract to perform the management and oversight of work for the PROJECT, in accordance with the following:
  - a. LOCAL shall review and provide comments on all plans and specifications. LOCAL shall provide all plans and specifications to CPRA prior to public bid of any work under this AGREEMENT. At CPRA's request, LOCAL shall obtain written approval of plans and specifications from CPRA's Project Manager prior to public bid of any work under this AGREEMENT.
  - b. LOCAL shall obtain written approval from CPRA's Project Manager prior to the issuance of a NTP by LOCAL and before any associated costs are incurred by LOCAL to any consultant(s), contractor(s), and/or subcontractor(s), or to any other third party(ies), for work

pertaining to the PROJECT under this AGREEMENT. A minimum period of ten (10) business days is required by CPRA for review.

- c. LOCAL shall properly document, organize, and submit all Scope of Work changes relating to any SERVICES CONTRACT DOCUMENTS to CPRA's Project Manager for review and written approval prior to issuance of a NTP. A minimum period of ten (10) business days is required by CPRA for review.
  - d. LOCAL shall submit any change order that increases the CONSTRUCTION CONTRACT AWARD to CPRA for review and approval, prior to execution of the change order. Approval of such change orders shall be at CPRA's sole discretion.
  - e. LOCAL shall notify CPRA in writing of any change order that does not increase the CONSTRUCTION CONTRACT AWARD, and LOCAL shall submit such change orders to CPRA for review and approval upon CPRA's request.
  - f. If Value Engineering is requested by either PARTY, LOCAL shall document, detail, and submit all cost savings resulting from Value Engineering for the PROJECT to CPRA's Project Manager for review and written approval prior to the issuance of a NTP for a change in Scope of Work by LOCAL resulting from Value Engineering. A minimum period of fifteen (15) business days is required by CPRA for review.
  - g. Upon request of LOCAL in writing, CPRA, in its sole discretion, may complete its review in less than the required minimum period.
  - h. LOCAL shall submit Certified Monthly Monitoring Reports, as provided in ATTACHMENT C to this AGREEMENT, to CPRA's Project Manager.
3. Perform and/or contract to perform the construction administration, supervision and inspection, project management support during construction, and design engineering services during construction for the PROJECT.
  4. Retain an engineer of record for the PROJECT for construction administration and design engineering services during construction for the duration of the PROJECT.
  5. Provide any PROJECT-related documents requested or required by CPRA, and as detailed in ARTICLE IV ("DELIVERABLES") of this AGREEMENT.
  6. Procure work necessary for construction in accordance with state law when a public works work item and/or task for the PROJECT is of a scope and magnitude that is beyond the construction capabilities of LOCAL, or exceeds the contract limit allowed by state law. LOCAL shall advertise and receive bids for such work, in accordance with all applicable law, and generally as follows:
    - a. LOCAL shall be responsible for compliance with all applicable provisions of La. R.S. Title 38, Chapter 10 ("Public Bid Law") and all applicable provisions of La. R.S. Title 39.
    - b. LOCAL shall solicit bids for the materials, labor, and equipment needed to construct the PROJECT in accordance with Public Bid Law, and all applicable laws of the state, including, but not limited to, La. R.S. 38:2211, *et seq.*, and as applicable to political subdivisions of the state.
    - c. LOCAL shall provide to CPRA, through CPRA's Project Manager, the entire construction contract package (hereinafter referred to as the "CONSTRUCTION CONTRACT DOCUMENTS") for any work under this AGREEMENT, as set forth more fully in ARTICLE IV ("DELIVERABLES").
    - d. LOCAL shall obtain written authorization from CPRA prior to advertising the PROJECT or any phase thereof for bids. LOCAL shall submit a copy of the complete bid advertisement package to CPRA, which shall include, but is not limited to, the advertisement for bids and all addenda, with its written request for authority to advertise.
    - e. LOCAL shall solicit bids utilizing the Louisiana Uniform Public Work Bid Form applicable to most state agencies and all political subdivisions, as mandated by La. R.S. 38:2211, *et seq.*, and as promulgated by the Louisiana Division of Administration and located in the Louisiana Administrative Code, Title 34.
    - f. LOCAL shall be responsible for primary review of all bids received, including evaluation of bids and recommendation of award. After receipt of bids, and before award of the contract, LOCAL shall submit to CPRA copies of the three (3) lowest bidder's proposals and proof of advertising. LOCAL's submittal shall include, but is not limited to: proof of publication of advertisement for bids; the bid proposals and bid bonds of the three (3) lowest bidders; the bid tabulation form, bid evaluation, and recommendation of award, certified by the engineer of record and LOCAL; and proposed notice of award of contract.
    - g. At CPRA's request, LOCAL shall obtain comments from CPRA on the three (3) lowest bidder's proposals, and all related documents. After receiving comments from CPRA, LOCAL may then award and execute the construction contract. The amount of this contract is the CONSTRUCTION CONTRACT AWARD. LOCAL shall submit to CPRA copies of the notice of award of contract, the executed contract, and the performance bond(s) and/or payment bond(s), and all other documents required under statute.
    - h. The contract and the performance bond(s) and/or payment bond(s) shall be recorded in the Clerk of Court office(s) for LOCAL and all parishes where the work is to be performed. Proof of recordation of the contract and bond(s) shall be submitted to CPRA, along with a copy of the NTP. Once those items have been submitted to CPRA, LOCAL shall adopt a Resolution Certifying Compliance with the Public Bid Law and the requirements of La. R.S. 38:2211, *et seq.* and shall send a certified copy of the resolution to CPRA.
  7. Receive, review, approve, and pay invoices from any consultant(s), contractor(s), subcontractor(s), and/or vendor(s) on a timely basis and in accordance with this ARTICLE, ARTICLE V ("PROJECT FUNDING AND PAYMENT") of this AGREEMENT, and all applicable federal, state, and local laws, rules, and regulations.
  8. Submit certified invoices to CPRA for payment. LOCAL shall certify that the work performed by LOCAL and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s) covered by the invoice has been performed or completed in accordance with ATTACHMENT A ("SCOPE OF WORK") to this AGREEMENT, and in accordance with the CONSTRUCTION CONTRACT DOCUMENTS and/or the SERVICES CONTRACT DOCUMENTS.
  9. Adhere to all applicable federal and state funding requirements and guidelines, as well as to all terms and conditions of this AGREEMENT. At CPRA's sole discretion, LOCAL's failure to adhere to these requirements may result in withholding payment to LOCAL.
  10. Arrange for and conduct final inspection of the completed work for the PROJECT. Such inspection shall be made in conjunction with CPRA. LOCAL shall provide CPRA with a certified engineer's approval of the final PROJECT inspection upon PROJECT completion, as well as a construction completion report, as set forth in ARTICLE IV ("DELIVERABLES") of this AGREEMENT.

#### ARTICLE IV

##### DELIVERABLES

- A. LOCAL shall provide to CPRA, through CPRA's Project Manager identified in ARTICLE VI ("RECORD KEEPING AND MONITORING") of this AGREEMENT, any deliverables identified in and according to ATTACHMENT A ("SCOPE OF WORK") to this AGREEMENT.
- B. LOCAL shall provide to CPRA, through CPRA's Project Manager, any CONSTRUCTION CONTRACT DOCUMENTS as identified in ARTICLE III ("PROJECT RESPONSIBILITY"), which shall include, but are not limited to, the following:
  1. Finalized bid documents;
  2. Advertisement for bids and all addenda;
  3. Proof of publication of advertisement for bids;
  4. Bid proposals and bid bonds of the three (3) lowest bidders;
  5. Bid tabulation form, bid evaluation and recommendation of award, certified by the engineer of record and the LOCAL;
  6. Notice of award of contract;
  7. Executed contract and performance bond(s) and/or payment bond(s);
  8. Proof of recordation of the contract and bond(s) in the Clerk of Court for the LOCAL and any parishes where work is to be performed; and
  9. Resolution Certifying Compliance with the Public Bid Law, adopted by LOCAL.
- C. LOCAL shall provide to CPRA, through CPRA's Project Manager, monthly invoices detailing work performed, which shall include all documentation necessary to support the invoice, including a summary of the type of work, total value of the work performed, and the costs incurred, as provided in ATTACHMENT C ("CERTIFIED MONTHLY MONITORING REPORT") to this AGREEMENT. Supporting documentation shall include, but is not limited to, the following information:
  1. Copies of all recorded time sheets from the LOCAL, and/or supporting invoices from any of LOCAL's consultant(s), contractor(s), subcontractor(s), and/or vendor(s);
  2. Written certification by a properly designated official representing LOCAL that the detailed monthly invoices: are true and correct, meet all applicable federal, state, and local laws, rules, and regulations, are completed in accordance with ATTACHMENT A ("SCOPE OF WORK") to this AGREEMENT, and are in accordance with the CONSTRUCTION CONTRACT DOCUMENTS and/or the SERVICES CONTRACT DOCUMENTS;
  3. Operational and maintenance summary report, and any other documents, photographs, plans, drawings, maps, schematics, reports or any other materials relating to the PROJECT;
  4. Monthly on-site Project equipment inventory, usage, and maintenance report;
  5. LOCAL owned equipment usage summary;
  6. Monthly contracted services summary;
  7. Purchase Request Approval Form for all Equipment Acquisitions and Equipment Contractual Services over \$5,000.00; and
  8. Any other information requested by CPRA.
- D. LOCAL shall provide to CPRA, through CPRA's Project Manager, a construction completion report as identified in ARTICLE III ("PROJECT RESPONSIBILITY"), which shall include, but is not limited to, the following:
  1. As-built drawings, including computer-aided design ("CAD") drawings and input files;
  2. Verification of completed punch-list items;
  3. Photographic documentation of completed work; and
  4. Any other information requested by CPRA.
- E. LOCAL shall provide to CPRA, through CPRA's Project Manager, all documents and records listed in ARTICLE III ("PROJECT RESPONSIBILITY") of this AGREEMENT, and any other PROJECT-related documents requested or required by CPRA, which may include, but are not limited to, any:
  1. SERVICES CONTRACT DOCUMENTS, including related Scopes of Work and cost estimates;
  2. Survey reports;
  3. Geotechnical data collection and geotechnical engineering reports;
  4. Engineering design reports, including design criteria as applicable;
  5. Estimates of probable cost or construction cost estimates;
  6. Plans and specifications;
  7. Permitting and environmental compliance documents; and
  8. Initial and/or revised PROJECT schedules.
- F. LOCAL shall provide to CPRA, through CPRA's Project Manager, a copy of a resolution authorizing its execution of this AGREEMENT, passed by the governing body authorized to approve execution of this AGREEMENT.
- G. LOCAL shall provide to CPRA, through CPRA's Project Manager, a copy of any final documents produced in connection with the performance of the work outlined herein, including, but not limited to, surveys, test results, land rights documents, design documents, plans and specifications, as-built drawings, the OMRR&R Manual, the Water Control Plan, the Annual Project Operations Plan generated for the PROJECT in accordance with this AGREEMENT. However, in the event that LOCAL needs to publicly bid any portion of the work for this PROJECT, LOCAL shall keep confidential and shall not disclose, subject to the requirements of the Louisiana Public Records law and Louisiana Public Bid Law, any PROJECT documents to any other entity, except its consultants, agents, or representatives for the PROJECT, prior to advertising such work for public bid.

#### ARTICLE V

##### PROJECT FUNDING AND PAYMENT

This AGREEMENT shall be administered as follows:

- A. CPRA shall provide to LOCAL, a maximum of \$3,623,793.00 for the construction of the PROJECT, with 75% of funding being provided from the Water Resources Development Act ("WRDA") federal funds ("WRDA FUNDS") and 25% being provided by CPRA from the annual allocation of GOMESA funds ("GOMESA FUNDS") from the Fiscal Years 2026-2030 allocation of GOMESA Funds (collectively the WRDA FUNDS and the GOMESA FUNDS are referred to as the "PROJECT FUNDS").
- B. If at any time during the performance of work for a particular budget category, the actual or anticipated cost of that category exceeds 100% of the cost of that particular budget category as set forth in ATTACHMENT B ("PROJECT BUDGET ESTIMATE"), all work in that particular category shall cease. The PARTIES may agree to increase the cost of completing that particular category by transferring funds from one category to the other, but only if such increase

does not cause any funding to exceed the maximum PROJECT cost. Such agreement regarding transferring funds from one category to another shall be made by letter agreement confirmed by the mutual written approval of the PARTIES. Work on that particular category shall thereafter resume.

- C. CPRA's participation in this PROJECT is contingent upon receipt of the PROJECT FUNDS and allocation of those funds in an Annual Plan approved by the Louisiana Legislature. All funding shall be subject to ARTICLE XX ("FISCAL FUNDING CLAUSE") of this AGREEMENT.
- D. Any additional funds required for completion of the PROJECT in excess of the maximum PROJECT cost of \$3,623,793.00 shall be the sole responsibility of LOCAL. LOCAL will be paid up to an amount not to exceed a maximum of \$3,623,793.00, subject to the terms and conditions set forth herein, for eligible work as identified in this AGREEMENT. In no case shall the sum total of payments made by CPRA to LOCAL exceed the maximum PROJECT cost for the term of this AGREEMENT.
- E. The funding will be provided to LOCAL based upon submittal and approval of monthly invoices, and all other deliverables as described and referenced in ARTICLE IV ("DELIVERABLES") herein, to CPRA's Project Manager, identified in ARTICLE VI ("RECORD KEEPING AND MONITORING") of this AGREEMENT. If the monthly invoice is approved, CPRA will process payment to LOCAL.
- F. All invoices shall be subject to verification, adjustment, and/or settlement as a result of any audit referenced in ARTICLE VII ("RECORD RETENTION, REPORTING, AND AUDITS") of this AGREEMENT. PROJECT costs exceeding the maximum PROJECT cost of \$3,623,793.00 shall be the sole responsibility of LOCAL.
- G. All invoices submitted for payment by LOCAL shall be billed as actual costs incurred and shall not include any requests for payment of a negotiated contractual lump sum amount. With the exception of construction contracts awarded through the public bid process, payments for lump sum amounts, regardless of their source or purpose, shall not be allowed under this AGREEMENT.
- H. Costs incurred by LOCAL, which are directly related to the work described herein, are eligible for payment in accordance with established guidelines and in accordance with this ARTICLE, ARTICLE III ("PROJECT RESPONSIBILITY"), and ARTICLE IV ("DELIVERABLES"). Costs for work on the PROJECT in accordance with ATTACHMENT A ("SCOPE OF WORK") and identified in ATTACHMENT B ("PROJECT BUDGET ESTIMATE") to this AGREEMENT, and the terms and conditions of this AGREEMENT, are eligible for payment by CPRA under this AGREEMENT. All other costs are ineligible for payment under this AGREEMENT.
- I. The Project Budget Estimate is provided in ATTACHMENT B to this AGREEMENT, which is attached hereto and incorporated herein. This is intended to be a reasonable cost estimate; actual quantities, hours, and hourly rates shall be billed as incurred and shall not exceed the maximum PROJECT cost.
- J. All funding for this PROJECT shall be used for the purposes stated herein, and in accordance with all applicable federal, state, and local laws, rules, and regulations. LOCAL shall construct the PROJECT consistent with sound engineering principles and practices as may be directed and defined by CPRA's Engineering Division. CPRA will not make payment to LOCAL for costs of construction not completed in accordance with the engineering and design standards set forth in ARTICLE III ("PROJECT RESPONSIBILITY") of this AGREEMENT.

#### ARTICLE VI

##### RECORD KEEPING AND MONITORING

The Contract Monitor and Project Manager for this AGREEMENT is David Chambers, or his designee. CPRA shall provide LOCAL notice of any changes to the designated Project Manager.

The Project Manager shall maintain a file relative to the necessary acquisition of services, labor, and materials needed to complete the PROJECT. Likewise, LOCAL shall maintain a procurement file relative to the necessary acquisition of services, labor, and materials needed to complete the PROJECT that will be subject to review by CPRA at any time and upon request.

LOCAL agrees to abide by the requirements of all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, assurance that all documentation shall be sufficient to meet any requirements set by the federal government, the U.S. Department of the Interior's ("DOI") regulations relative to the GOMESA FUNDS at 30 C.F.R. Part 1219, as amended, any requirements pertaining to the WRDA FUNDS imposed by the USACE, and all applicable provisions of 2 C.F.R. Part 200, including without limitation 2 C.F.R. §§ 200.313 ("Equipment") and 200.439 ("Equipment and other capital expenditures"), and Appendix II of 2 C.F.R. Chapter II, Part 200 attached hereto as Attachment D (attached version dated August 13, 2020). LOCAL and its consultant(s), contractor(s), and/or subcontractor(s) shall act in good faith to supply CPRA, DOI, and/or the USACE with any supporting material or documentation needed for release of the PROJECT FUNDS or for legal compliance.

LOCAL shall be responsible for monitoring any consultant(s), contractor(s), and/or subcontractor(s) to ensure that work performed in connection with this AGREEMENT comports with the AGREEMENT's terms and all applicable federal, state, and local laws, rules, regulations, and guidelines.

LOCAL and its consultant(s), contractor(s), and/or subcontractor(s) shall register and maintain registration with the System for Award Management (also known as "SAM.gov"), and shall provide the Unique Entity Identification ("UEI") number to CPRA for the purpose of determining whether or not LOCAL is suspended, debarred, or declared ineligible from entering into contracts with the federal government, as provided in ARTICLE XXI ("CERTIFICATION OF DEBARMENT / SUSPENSION STATUS").

#### ARTICLE VII

##### RECORD RETENTION, REPORTING, AND AUDITS

LOCAL shall maintain, and shall require its consultant(s), contractor(s), and/or subcontractor(s) to maintain, all documents, papers, books, field books, accounting records, appropriate financial records and other evidence, including electronic records that are pertinent to the PROJECT FUNDS, pertaining to costs incurred for the PROJECT, and shall make such materials available for inspection at all reasonable times during the AGREEMENT period and for a five (5) year period from the final date of payment under this AGREEMENT for inspection by CPRA, the Inspector General and/or the Legislative Auditor, the DOI's Office of Inspector General ("DOI OIG"), USACE, and the Government Accountability Office ("GAO"); however, prior to disposal of any PROJECT data, LOCAL shall obtain prior written approval from CPRA.

Each PARTY acknowledges and agrees that the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor, the Division of Administration, the DOI OIG, USACE, and the GAO shall have the authority to audit all records and accounts of CPRA and LOCAL which relate to this AGREEMENT, and those of any consultant(s), contractor(s), and/or subcontractor(s) which relate to this AGREEMENT. Any audit shall be performed in accordance with La. R.S. 24:513, *et seq.*, and/or 2 C.F.R. Part 200, Subpart F "Audit Requirements", as applicable. LOCAL further agrees to make available to the Office of the Governor, Division of Administration, the Office of the Inspector General, the DOI OIG, and the GAO any documents, papers, or other records, including electronic records of LOCAL that are pertinent to the PROJECT FUNDS, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to LOCAL's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

The purpose of submission of documentation by CPRA to LOCAL, or by LOCAL to CPRA, as required by this AGREEMENT is to verify that such documentation is being produced, to provide evidence of the progress of the PROJECT, and to verify that the expenditure of PROJECT FUNDS occurs in accordance with the terms of this AGREEMENT. As between CPRA and LOCAL, CPRA assumes no responsibility to provide extensive document review for any documents received from LOCAL or its consultant(s), contractor(s), and/or subcontractor(s) or to determine the completeness or accuracy of any such documentation. LOCAL and its consultant(s), contractor(s), and/or subcontractor(s) shall also be responsible for, and assure, compliance with all applicable federal, state, and local laws, rules, and regulations in carrying out any of its obligations under this AGREEMENT.

LOCAL shall assist CPRA with any required audit reporting, as applicable.

The obligations under this ARTICLE shall survive termination or expiration of this AGREEMENT for any reason.

#### ARTICLE VIII

##### TERMINATION FOR CAUSE

CPRA may terminate this AGREEMENT for cause based upon the failure of LOCAL to comply with the terms and/or conditions of the AGREEMENT, provided that CPRA shall give LOCAL written notice specifying LOCAL's failure. If, within thirty (30) days after receipt of such notice, LOCAL has not corrected said failure, or, in the case where said failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeds to diligently complete such correction, then CPRA may, at its option, place LOCAL in default and the AGREEMENT may terminate on the date specified in such notice.

LOCAL may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of CPRA to comply with the terms and conditions of this AGREEMENT, provided that LOCAL shall give CPRA written notice specifying CPRA's failure and providing a reasonable opportunity for CPRA to cure the defect.

In the event that either PARTY elects to terminate this AGREEMENT pursuant to this ARTICLE, the PARTIES agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein.

The obligations under this ARTICLE shall survive termination or expiration of this AGREEMENT for any reason.

#### ARTICLE IX

##### TERMINATION FOR CONVENIENCE

CPRA may terminate this AGREEMENT at any time by giving thirty (30) days written notice to LOCAL. LOCAL shall be entitled to payment for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination, and any costs or expenses LOCAL incurs which are directly associated with the termination, modification, or change of any underlying engineering, design, and/or consultant contracts for the PROJECT.

In the event that CPRA elects to terminate this AGREEMENT pursuant to this ARTICLE, the PARTIES agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein.

The obligations under this ARTICLE shall survive termination or expiration of this AGREEMENT for any reason.

#### ARTICLE X

##### ALLOWABLE COSTS

Costs that result from obligations incurred by LOCAL during a suspension or after termination are not allowable unless CPRA expressly authorizes them in writing in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by LOCAL before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the funding was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

#### ARTICLE XI

##### NON-DISCRIMINATION CLAUSE

The PARTIES agree to abide by the requirements of the following provisions as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Section 504 of the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974 ("VEVRAA"); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 ("ADEA"), as amended, and the requirements of the Americans with Disabilities Act of 1990 ("ADA"), including the revised ADA Standards for Accessible Design for Construction Awards and revised regulations implementing Title II of the ADA and Title III of the ADA, as amended; and 41 C.F.R. Chapter 60, as applicable.

The PARTIES agree not to discriminate in employment practices, and will render services under this AGREEMENT in accordance with 41 C.F.R. § 60-1.4, as applicable, and without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age, or disabilities.

Any act of discrimination committed by either PARTY, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this AGREEMENT.

#### ARTICLE XII

##### COMPLIANCE WITH FEDERAL LAW

The PARTIES, and any of their consultants, contractors, and subcontractors employed in the completion of any construction-related activity, project, or program conducted with the PROJECT FUNDS, shall comply with any applicable federal labor laws covering non-federal construction, which may include, but are not limited to, the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 5, the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 3, the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), the Federal Funding Accountability and Transparency Act (Pub. L. 109-282), and the Davis-Bacon Act (40 U.S.C. §§ 3141-3148 and 40 U.S.C. §§ 3701-3708), if and as applicable.

The PARTIES agree, in the case of any equipment and/or product authorized to be purchased under this AGREEMENT, to comply with the Buy American Act (41 U.S.C. §§ 8301-8305, formerly 41 U.S.C. §§ 10a-10c), if and as applicable. The PARTIES further agree to comply with any mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201), if and as applicable. The PARTIES will also comply with all applicable provisions of 2 C.F.R. Part 200, as amended, including without limitation 2 C.F.R. §§ 200.216 ("Prohibition on certain telecommunications and video surveillance equipment or services"), 200.313 ("Equipment"), 200.322 ("Domestic preference for procurements") and 200.323 (Procurement of recovered materials"), 200.439 ("Equipment and other capital expenditures"), and Appendix II of 2 C.F.R. Chapter II, Part 200 attached hereto as Attachment D (attached version dated August 13, 2020), as applicable, and with any applicable provisions of the Drug Free Workplace Act of 1988, as amended.

The PARTIES, and their consultant(s), contractor(s), and/or subcontractor(s), shall comply with any applicable federal environmental laws and executive orders, which may include but are not limited to, the National Environmental Policy Act ("NEPA") (42 U.S.C. § 4321, *et seq.*), the Endangered Species Act (16 U.S.C. § 1531, *et seq.*), the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801, *et seq.*), the Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), the Bald and Golden Eagle Protection Act (16 U.S.C. § 668, *et seq.*) and Executive

Order No. 13186 ("Responsibilities of Federal Agencies to Protect Migratory Birds"), the National Historic Preservation Act (54 U.S.C. § 300101, *et seq.*), the Clean Air Act (42 U.S.C. § 7401, *et seq.*), the Federal Water Pollution Control Act ("Clean Water Act") (33 U.S.C. § 1251, *et seq.*) and Clean Water Act Section 404 (33 U.S.C. § 1344, *et seq.*), Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans"), the Flood Disaster Protection Act (42 U.S.C. § 4002, *et seq.*), Executive Order 11988 ("Floodplain Management"), Executive Order 11990 ("Protection of Wetlands"), Executive Order 13112 ("Invasive Species"), Executive Order 14063 ("Use of Project Labor Agreements for Federal Construction Projects"), the Coastal Zone Management Act (16 U.S.C. § 1451, *et seq.*), the Coastal Barriers Resources Act (16 U.S.C. § 3501, *et seq.*), the Wild and Scenic Rivers Act (16 U.S.C. § 1271, *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300f, *et seq.*), the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. § 6901, *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act ("Superfund") (42 U.S.C. § 9601, *et seq.*), the Rivers and Harbors Act (33 U.S.C. § 407), the Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), the National Marine Sanctuaries Act (16 U.S.C. § 1431, *et seq.*), Executive Order 13089 ("Coral Reef Protection"), the Farmland Protection Policy Act (7 U.S.C. § 4201, *et seq.*), and the Fish and Wildlife Coordination Act (16 U.S.C. § 661, *et seq.*). LOCAL must immediately notify CPRA in writing, pursuant to ARTICLE XXXVI ("DESIGNATIONS OF POINTS OF CONTACT") herein, if LOCAL becomes aware of any impact on the environment that may impact the use of PROJECT FUNDS for the PROJECT.

### ARTICLE XIII

#### GENERAL ADMINISTRATIVE AND FINANCIAL REQUIREMENTS

LOCAL shall comply with, and shall require any consultant(s), contractor(s), and/or subcontractor(s) employed in the completion of any activity, project, or program conducted with the PROJECT FUNDS to comply with, all conditions of the PROJECT FUNDS as applicable, including, but not limited to: (i) GOMESA, (ii) 30 C.F.R. Part 1219, as amended, (iii) WRDA, (iv) all applicable provisions of 2 C.F.R. Part 200, (v) La. R.S. 49:214.5.4(E), and (vi) any CPRA Internal Agency Policies applicable to LOCAL and/or to any consultant(s), contractor(s), and/or subcontractor(s), and the provisions provided therein. All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this AGREEMENT.

LOCAL shall also be responsible for payment of all applicable taxes related to the PROJECT FUNDS.

### ARTICLE XIV

#### LIABILITY, INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND

##### A. LIABILITY

LOCAL, its successors, and its assigns, shall be fully liable without limitation to the State of Louisiana and CPRA for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the LOCAL, or for any act or omission of its owners, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

##### B. INDEMNIFICATION AND HOLD HARMLESS

LOCAL, its successors, and its assigns, shall fully defend, indemnify, save, protect and hold forever harmless, without limitation, the State of Louisiana and CPRA, their successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under their control against any and all claims, demands, suits, actions (*ex contractu, et delictu*, quasi-contractual, statutory, or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person, including, but not limited to, amounts for loss of life or injury, or damage to persons or property, or damages to agents, representatives, employees, partners, consultants, contractors, subcontractors, suppliers, laborers, vendors, or other agents or contractors of LOCAL, or any of the above, arising from or by reason of violation of the requirements of this AGREEMENT, any laws, rules, or regulations, or any negligent act or omission, operation, or work performed under this AGREEMENT by LOCAL, its successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, including, but not limited to, any omissions, defects, or deficiencies in the plans, specifications, construction, construction engineering, or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim, demand, suit, or action of whatever kind or nature arising from, out of, or in any way connected with the work under this AGREEMENT, to the extent permitted by law.

However, LOCAL shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of CPRA and its officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

##### C. DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against CPRA, alleged to arise out of or be related to this AGREEMENT, LOCAL shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim demand, suit, or cause of action is groundless, false, or fraudulent. CPRA may, but is not required to, consult with or assist LOCAL, but this assistance shall not affect LOCAL's obligations, duties, and responsibilities under this ARTICLE. LOCAL shall obtain CPRA's written consent before entering into any settlement or dismissal if such settlement or dismissal involves CPRA or State of Louisiana contributed funds.

##### D. FORCE MAJEURE

It is understood and agreed that neither PARTY can foresee the exigencies beyond the control of each PARTY which arise by reason of an Act of God or force majeure; therefore, neither PARTY shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. CPRA shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The PARTIES shall use reasonable efforts, including, but not limited to, use of continuation of operations plans ("COOP"), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this AGREEMENT.

##### E. INTELLECTUAL PROPERTY INDEMNIFICATION

LOCAL shall fully indemnify and hold harmless the State of Louisiana and CPRA, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including, but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the LOCAL, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the CPRA.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the LOCAL believes that it may be enjoined, LOCAL, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the CPRA the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material,

or service of at least equal quality and performance; or, (iv) provide the CPRA monetary compensation for all payments made under the AGREEMENT related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the LOCAL remains in default.

LOCAL shall not be obligated to indemnify that portion of a claim or dispute based upon the CPRA's unauthorized: (i) modification or alteration of the product, material or service; (ii) use of the product, material, or service in combination with other products not furnished by LOCAL; or, (iii) use of the product, material, or service in other than the specified operating conditions and environment.

##### F. SURVIVAL OBLIGATIONS

The obligations under this ARTICLE shall survive termination or expiration of this AGREEMENT for any reason.

### ARTICLE XV

#### CONSULTANTS, CONTRACTORS, AND SUBCONTRACTORS

LOCAL may enter into contracts with consultant(s), contractor(s), and/or subcontractor(s) for the performance of any part of LOCAL's duties and obligations. In no event shall the existence of a contract operate to release or reduce the liability of LOCAL to CPRA for any breach in the performance of LOCAL's duties or the duties of any consultant, contractor and/or subcontractor.

### ARTICLE XVI

#### AMENDMENTS

Notwithstanding any other provision herein, the terms and conditions contained in this AGREEMENT may not be amended, modified, superseded, subsumed, terminated, or otherwise altered except by mutual written consent of all PARTIES hereto.

### ARTICLE XVII

#### OWNERSHIP

All records, reports, documents and other material delivered or transmitted to LOCAL by CPRA shall remain the property of CPRA and shall be returned by LOCAL to CPRA upon request at termination or expiration of this AGREEMENT. All records, reports, documents, or other material related to this AGREEMENT and/or obtained or prepared by LOCAL in connection with performance of the services contracted for herein shall be the property of LOCAL, and shall be retained in accordance with the terms of this AGREEMENT.

### ARTICLE XVIII

#### NO ASSIGNMENT

LOCAL shall not assign any interest in this AGREEMENT and shall not transfer any interest in same (whether by assignment, subrogation, or novation), without prior written consent of CPRA, provided however, that claims for money due or to become due to LOCAL from CPRA may be assigned to a bank, trust company, or other financial institution without such prior written consent. Written notice of any such assignment or transfer shall be furnished promptly to CPRA.

### ARTICLE XIX

#### FINANCIAL CAPABILITY

LOCAL hereby acknowledges and certifies that it is aware of the financial obligations of LOCAL under this AGREEMENT and that LOCAL will have the financial capability to satisfy the obligations of LOCAL under this AGREEMENT, including, but not limited to, all obligations for OMR&R of the PROJECT.

LOCAL agrees to take any and all appropriate steps to obtain funding for the responsibilities undertaken by LOCAL pursuant to this AGREEMENT and/or any future agreement(s) and for which CPRA has not agreed to provide funding therefore. Should current or future revenues dedicated to the PROJECT be insufficient to fulfill the obligations of LOCAL for the PROJECT, LOCAL is obligated to make reasonable good faith efforts to obtain or seek funding from other sources, including, but not limited to, additional taxes, fees, tolls, grants, donations, legislative appropriations, reallocation of funds, or decreasing the cost or extent of other operations. Nothing herein shall prevent the State of Louisiana from seeking additional funding to assist CPRA or LOCAL with the responsibilities undertaken by any PARTY pursuant to this AGREEMENT.

### ARTICLE XX

#### FISCAL FUNDING CLAUSE

The continuation of this AGREEMENT is contingent upon the appropriation of funds to fulfill the requirements of the AGREEMENT by the Louisiana Legislature and the release of funds to the state from the federal government. If the Louisiana Legislature fails to appropriate sufficient monies to provide for the continuation of the AGREEMENT, or if the allocation is rescinded or reduced by the state in case of an emergency, or by the federal government, or the appropriation is reduced by veto of the Governor or by any other means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the AGREEMENT, the AGREEMENT shall terminate on the date of the beginning of the first fiscal year for which funds are rescinded, reduced, or not appropriated.

### ARTICLE XXI

#### CERTIFICATION OF DEBARMENT / SUSPENSION STATUS

All PARTIES certify with their execution of this AGREEMENT that it is not suspended, debarred, or ineligible from entering into contracts or agreements with any department or agency of the federal government, or in receipt of notice of proposed debarment or suspension. LOCAL further certifies with its execution of this AGREEMENT that it is not suspended, debarred, or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All PARTIES agree to secure from any consultant(s), contractor(s), and/or subcontractor(s) for the PROJECT certification that such consultant(s), contractor(s), and/or subcontractor(s) are not suspended, debarred, or declared ineligible from entering into contracts with any department or agency of the federal government, or in receipt of a notice of proposed debarment or suspension. The PARTIES further agree to secure from any consultant(s), contractor(s), and/or subcontractor(s) for the PROJECT certification that such consultant(s), contractor(s), and/or subcontractor(s) are not suspended, debarred, or declared ineligible from entering into contracts with any department or agency of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All PARTIES agree to provide immediate notice to the other PARTY in the event of it or its consultant(s), contractor(s), and/or any subcontractor(s) associated with the PROJECT being suspended, debarred, or declared ineligible by any department or agency of the federal government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this AGREEMENT. LOCAL further agrees to provide immediate notice to CPRA in the event of it or its consultant(s), contractor(s), and/or any subcontractor(s) being suspended, debarred, or declared ineligible by any department or agency of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this AGREEMENT.

Upon notice of suspension, debarment, or declaration that either PARTY and/or its consultant(s), contractor(s), and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the federal government, either prior to or after execution of this AGREEMENT, each PARTY reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this AGREEMENT pursuant to the terms of ARTICLE VIII ("TERMINATION FOR CAUSE") of this AGREEMENT, or take such other action it deems appropriate under this AGREEMENT. Upon notice of suspension, debarment, or declaration that

LOCAL and/or its consultant(s), contractor(s), and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the State of Louisiana, either prior to or after execution of this AGREEMENT, CPRA further reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this AGREEMENT pursuant to the terms of ARTICLE VIII ("TERMINATION FOR CAUSE") of this AGREEMENT, or to take such other action it deems appropriate under this AGREEMENT.

#### ARTICLE XXII

##### NO THIRD PARTY BENEFICIARY

Nothing herein is intended and nothing herein shall be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a PARTY to this AGREEMENT as indicated herein or by operation of law.

#### ARTICLE XXIII

##### RELATIONSHIP OF PARTIES

- A. In the exercise of their respective rights and obligations under this AGREEMENT, LOCAL and CPRA each act in an independent capacity and no PARTY is to be considered the officer, agent, or employee of the other, unless otherwise provided by law.
- B. In the exercise of its rights and obligations under this AGREEMENT, no PARTY shall provide, without the consent of the other PARTY, any consultant, contractor, and/or subcontractor with a release that waives or purports to waive any rights the other PARTY may have to seek relief or redress against that consultant, contractor, and/or subcontractor either pursuant to any cause of action that the other PARTY may have or for violation of any law.
- C. The participation by CPRA in the PROJECT shall in no way be construed to make CPRA a party to any contract between LOCAL and its consultant(s), contractor(s), and/or subcontractor(s), or between LOCAL and any third party. The participation by LOCAL in the PROJECT shall in no way be construed to make LOCAL a party to any contract between CPRA and its consultant(s), contractor(s), and/or subcontractor(s), or any third party(ies).

#### ARTICLE XXIV

##### APPLICABLE LAW, VENUE, AND DISPUTES

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Louisiana without regard to application of choice of law principles. Before any PARTY to this AGREEMENT may bring suit in any court concerning any issue relating to this AGREEMENT, such PARTY must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the PARTIES. The exclusive venue for any suit arising out of this AGREEMENT shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

#### ARTICLE XXV

##### DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a PARTY under this AGREEMENT shall impair such right or remedy or be construed as a waiver of any breach thereof or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

#### ARTICLE XXVI

##### REPORTING OF FRAUD, WASTE, ABUSE, OR CRIMINAL ACTIVITY

In accordance with La. R.S. 24:523, any actual or suspected misappropriation, fraud, waste, or abuse of public funds shall be reported to the Louisiana Legislative Auditor Hotline via one of the following:

Online: <https://www.la.gov/report-fraud>  
 Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283)  
 Fax: 1-844-40-FRAUD (1-844-403-7283)  
 U.S. Mail: LLA Hotline  
 P. O. Box 94397  
 Baton Rouge, LA 70804

#### ARTICLE XXVII

##### SEVERABILITY

The terms and provisions of this AGREEMENT are severable. Unless the primary purpose of this AGREEMENT would be frustrated, the invalidity or unenforceability of any term or condition of this AGREEMENT shall not affect the validity or enforceability of any other term or provision of this AGREEMENT. The PARTIES intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this AGREEMENT, and if such a provision cannot be reformed, enforce this AGREEMENT as set forth herein in the absence of such provision.

#### ARTICLE XXVIII

##### ENTIRE AGREEMENT

This AGREEMENT constitutes the entire understanding and reflects the entirety of the undertakings between the PARTIES with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this AGREEMENT.

This AGREEMENT may be executed in multiple counterpart copies. Each such counterpart copy shall be deemed an original for all purposes and all such counterpart copies together shall constitute one and the same AGREEMENT.

#### ARTICLE XXIX

##### PROVISION REQUIRED BY LAW DEEMED INSERTED

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

#### ARTICLE XXX

##### ANTI-LOBBYING

LOCAL and its consultant(s), contractor(s), and/or subcontractor(s) agree not to use proceeds from this AGREEMENT to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

LOCAL and all of its consultant(s), contractor(s), and/or subcontractor(s) shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and that they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. LOCAL and each of its consultant(s), contractor(s), and subcontractor(s) shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any

federal award. LOCAL shall also complete a Certification Regarding Lobbying as provided in ATTACHMENT E to this AGREEMENT.

#### ARTICLE XXXI

##### PROHIBITED ACTIVITY, CONFLICTS OF INTEREST, AND CODE OF ETHICS

LOCAL and its consultant(s), contractor(s), and subcontractor(s) are prohibited from using, and shall be responsible for its consultant(s), contractor(s), and subcontractor(s) being prohibited from using, the PROJECT FUNDS provided herein for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government. LOCAL and its consultant(s), contractor(s), and subcontractor(s) will comply with the provision of the Hatch Act (5 U.S.C. § 1501, *et seq.*), which limits the political activity of employees.

LOCAL and any entity or individual performing work under this AGREEMENT subject to any form of legal agreement with LOCAL, including without limitation, consultants, contractors, and subcontractors, must comply with the conflicts of interest provisions referenced in CPRA's Conflicts of Interest Policy as contained in CPRA's Policy No. 4, entitled "Governmental Ethics Compliance and Dual Employment", effective April 1, 2009, as well as any additional agency conflicts of interest policies or procedures that CPRA may implement in the future.

LOCAL and any entity or individual performing work under this AGREEMENT subject to any form of legal agreement with LOCAL, including without limitation, consultants, contractors, and subcontractors, must also comply with La. R.S. 42:1101, *et seq.* (the Code of Governmental Ethics) in the performance of services called for in this AGREEMENT. LOCAL agrees to immediately notify CPRA if potential violations of the Code of Governmental Ethics arise at any time during the term of this AGREEMENT.

#### ARTICLE XXXII

##### COVENANT AGAINST CONTINGENT FEES

LOCAL shall warrant that no person or other organization has been employed or retained to solicit or secure this AGREEMENT upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, CPRA shall have the right to annul this AGREEMENT without liability in accordance with ARTICLE VIII ("TERMINATION FOR CAUSE") of this AGREEMENT, or, in its discretion, to deduct from this AGREEMENT or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

#### ARTICLE XXXIII

##### COPYRIGHT

CPRA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including, but not limited to, reports, maps, or documents produced as a result of this AGREEMENT, in whole or in part, and to authorize others to do so. LOCAL also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the materials, including, but not limited to, reports, maps, or documents produced as a result of this AGREEMENT, in whole or in part, and to authorize others to do so. The PARTIES also understand and agree that they will not interfere with any rights the federal government may have with respect to the right to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for federal purposes.

#### ARTICLE XXXIV

##### REMEDIES FOR NONCOMPLIANCE

LOCAL acknowledges that any of the PROJECT FUNDS not used in accordance with the terms and conditions of this AGREEMENT, federal, state, and local laws, rules, and regulations, or conditions of the PROJECT FUNDS, shall be reimbursed to CPRA, and that any cost and expense in excess of the total maximum PROJECT commitment, as agreed to by CPRA and set forth herein, shall be the sole responsibility of LOCAL. CPRA shall also be entitled to any other remedies for noncompliance as provided herein.

If LOCAL or its agent(s), consultant(s), contractor(s), and/or subcontractor(s) fail to comply with any applicable federal, state, or local laws, rules, or regulations pertaining to the PROJECT FUNDS, in addition to Termination for Cause or Termination for Convenience, CPRA may take one or more of the following actions, as appropriate in the circumstances: (a) temporarily withhold cash payments pending correction of the deficiency by LOCAL or its consultant(s), contractor(s), and/or subcontractor(s) or more severe enforcement action as necessary; (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend or terminate payment of the PROJECT FUNDS; (d) recommend that suspension or debarment proceedings be initiated under 2 C.F.R. Part 180 and/or state law; (e) withhold further funding for the PROJECT; or (f) take other remedies that may be legally available under federal or state law, including under the provisions of La. R.S. 39:1672.2-1672.4, as applicable. LOCAL shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the procedure set forth in ARTICLE XXIV ("APPLICABLE LAW, VENUE, AND DISPUTES") of this AGREEMENT.

#### ARTICLE XXXV

##### NO AUTHORSHIP PRESUMPTIONS

Each of the PARTIES has had an opportunity to negotiate the language of this AGREEMENT in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each PARTY hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this AGREEMENT, including, but not limited to, any rule of law to the effect that any provision of this AGREEMENT shall be interpreted or construed against the PARTY who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a PARTY by reason of assignment and/or assumption of this AGREEMENT and any successor to a signatory PARTY.

#### ARTICLE XXXVI

##### DESIGNATION OF POINTS OF CONTACT

The PARTIES designate the following persons to be their official contacts in relation to this AGREEMENT. Any PARTY may change its contact person upon written notice to the other PARTY. Any notice, request, demand, or other communication required or permitted to be given under this AGREEMENT shall be deemed to have been duly given, if in writing and delivered personally or sent by registered or certified mail as follows:

If to LOCAL:

Matthew Jewell  
 Parish President  
 St. Charles Parish  
 P.O. Box 302  
 Hahnville, LA 70057  
 Telephone: (985) 783-5000

If to CPRA:

MICHAEL HARE  
 Executive Director  
 Coastal Protection and Restoration Authority  
 Post Office Box 44027  
 Baton Rouge, LA 70804-4027  
 225-342-4683

ARTICLE XXXVII

EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This AGREEMENT shall be effective commencing on February 1, 2026, and terminating on January 31, 2031, unless otherwise terminated or amended by written mutual agreement of all PARTIES or in accordance with the terms herein.

Except as otherwise provided herein, the provisions, terms and conditions contained in this AGREEMENT may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all PARTIES hereto.

This AGREEMENT may be executed in multiple originals.

Remainder of this page left intentionally blank

Signature page follows

THUS DONE, PASSED, AND SIGNED on the dates indicated below before the below-named notary and competent witnesses,

COASTAL PROTECTION AND RESTORATION AUTHORITY

By:

MICHAEL HARE, EXECUTIVE DIRECTOR

Date:

WITNESSES:

Signature

Signature

Print Name

Print Name

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_ day of \_\_\_\_\_, 2026 personally came and appeared MICHAEL HARE, to me known, who declared that he is the Executive Director of the COASTAL PROTECTION AND RESTORATION AUTHORITY, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency, and that he acknowledged the instrument to be the free act and deed of said State Agency.

L.A. Notary Public / Bar Number

Signature

My commission expires:

Print Name

(SEAL)

ST. CHARLES PARISH

By:

Matthew Jewell, Parish President

Date:

Federal Identification Number (FIN)

Unique Entity Identification (UEI)

WITNESSES:

Signature

Signature

Print Name

Print Name

STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_ day of \_\_\_\_\_, 2026 personally came and appeared Matthew Jewell to me known, who declared that he is the Parish President of St. Charles Parish that he executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity and that he acknowledged the instrument to be the free act and deed of said entity.

L.A. Notary Public / Bar Number

Signature

My commission expires:

Print Name

(SEAL)

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE:

MICHAEL HARE, EXECUTIVE DIRECTOR  
COASTAL PROTECTION AND RESTORATION AUTHORITY  
ATTACHMENT A

SCOPE OF WORK

- a) Maintenance and operation of the Project in accordance with the instructions stipulated by the OMRR&R Manual, the Water Control Plan, the Annual Project Operations Plan, and the CPRA Structure Operations Coordinator (the CPRA Project Manager).
- b) Provide all necessary supplies, personnel and equipment to ensure that the outflow channel and guide levees are regularly maintained to as-built specifications. Major repairs, replacement and rehabilitation of the outflow channel and guide levees may be performed provided funding is allocated and work is mutually agreed upon by CPRA and SCPG.
- c) Perform maintenance continually and on an as-needed basis throughout the term of this Agreement, in accordance with all manufacturer-recommended maintenance schedules, and as may be dictated by the growing seasons, or as may be directed by any progress/work schedules set by CPRA. This shall include but not be limited to:
  - Grass cutting;
  - Weed and aquatic weed control;
  - Painting of equipment and metal elements;
  - Lubrication and routine mechanical upkeep of all moving parts on the structure and emergency gate closure panels;
  - Maintenance and operation of the drainage pumping station;
  - Keep all equipment in regularly maintained and in working order;
  - Storage, transportation, and utilization of portable generating equipment maintained in an emergency-ready mode;
  - Keep all signs at the Freshwater Diversion Structure, the Drainage Pump Station, and the East and West Guide Levees in readable condition and replacing any signage destroyed, defaced, or removed by vandals.
- d) In accordance with the Water Control Plan, SCPG shall check the diversion structure gauges twice daily, operate the structure as may be directed by CPRA, and provide no more than one (1) hour response time in the case of an emergency closure.

ATTACHMENT B

PROJECT BUDGET ESTIMATE

Davis Pond Freshwater Diversion OMRR&R Budget Estimate

Feb. 1, 2026 - Jan. 31, 2031

BUDGET CATEGORY	YEAR ENDING				
	2027	2028	2029	2030	2031
ADMINISTRATIVE	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
CONTINGENCY	\$12,711	\$12,711	\$12,711	\$12,711	\$12,711
EQUIPMENT	\$295,537	\$268,437	\$235,237	\$277,695	\$196,237
OPERATIONS & MAINTENANCE PERSONNEL	\$340,186	\$350,391	\$360,903	\$371,730	\$382,882
SUPPLIES & MATERIALS	\$90,600	\$90,600	\$90,600	\$90,600	\$90,600
<b>Annual Total</b>	<b>\$745,034</b>	<b>\$728,140</b>	<b>\$703,452</b>	<b>\$758,737</b>	<b>\$688,431</b>
<b>AGREEMENT TOTAL</b>	<b>\$3,633,791</b>				

Estimated Personnel Cost Rate Schedule

for the Operations and Maintenance Personnel Budget Category

EMPLOYEE TITLE	Estimated Hours Per Year	Hourly Rate				
		2027	2028	2029	2030	2031
ACCOUNT CLERK II	80	\$36.73	\$37.85	\$38.97	\$40.14	\$41.34
PUBLIC WORKS FINANCIAL OFFICER	24	\$82.57	\$85.00	\$87.55	\$90.17	\$92.88
DRAINAGE AREA FOREMAN	25	\$71.68	\$73.83	\$76.05	\$78.32	\$80.68
ASSISTANT DIRECTOR	10	\$51.90	\$53.46	\$55.06	\$56.71	\$58.41
ASSISTANT SUPERINTENDENT	25	\$65.44	\$67.40	\$69.43	\$71.51	\$73.65
AUTOMATION CONTROL ELECTRICIAN	15	\$63.89	\$65.81	\$67.78	\$69.81	\$71.91
DP DIVERSION FACILITY OPERATOR	1,720	\$63.89	\$65.81	\$67.78	\$69.81	\$71.91
DP DIVERSION FACILITY OPERATOR (OT)	30	\$67.54	\$69.57	\$71.65	\$73.80	\$76.02
DIRECTOR	10	\$119.66	\$123.25	\$126.95	\$130.76	\$134.68
ELECTRICIAN	25	\$61.29	\$63.13	\$65.02	\$66.97	\$68.98
ELECTRICIAN HELPER	25	\$48.29	\$49.74	\$51.23	\$52.77	\$54.35
ENVIRONMENTAL COMPLIANCE OFFICER	10	\$54.78	\$56.42	\$58.12	\$59.86	\$61.66
EQUIPMENT OPERATOR I	1,770	\$35.08	\$36.12	\$37.22	\$38.33	\$39.48
EQUIPMENT OPERATOR I (OT)	30	\$37.09	\$38.20	\$39.35	\$40.53	\$41.75
EQUIPMENT OPERATOR II	25	\$56.10	\$57.78	\$59.52	\$61.30	\$63.14
EQUIPMENT OPERATOR III	25	\$58.69	\$60.45	\$62.26	\$64.13	\$66.06
EQUIPMENT OPERATOR IV	30	\$63.89	\$65.81	\$67.78	\$69.81	\$71.91
GIS SPECIALIST	15	\$62.89	\$65.81	\$67.78	\$69.81	\$71.91
GRANTS OFFICER	15	\$89.25	\$92.03	\$94.79	\$97.64	\$100.56
LABORER	25	\$37.92	\$39.06	\$40.23	\$41.44	\$42.68
MECHANIC	25	\$58.69	\$60.45	\$62.26	\$64.13	\$66.06
PUMP MECHANIC	1,810	\$38.85	\$40.02	\$41.22	\$42.45	\$43.73
PUMP MECHANIC HELPER	1,810	\$31.04	\$31.97	\$32.93	\$33.92	\$34.94
PUMP MECHANIC HELPER (OT)	30	\$32.82	\$33.80	\$34.82	\$35.86	\$36.94
PUMP MECHANIC OT	30	\$41.07	\$42.30	\$43.57	\$44.88	\$46.22
RISK MANAGER	10	\$88.49	\$91.14	\$93.88	\$96.70	\$99.60
SENIOR AUTOMATION TECHNICIAN	25	\$79.47	\$81.85	\$84.31	\$86.84	\$89.44
SHOP FOREMAN	15	\$69.08	\$71.15	\$73.29	\$75.49	\$77.75
SHOP MECHANIC HELPER	15	\$24.54	\$25.28	\$26.03	\$26.82	\$27.62
SUPERINTENDENT	20	\$82.67	\$85.15	\$87.70	\$90.34	\$93.05
TRAFFIC SIGN TECHNICIAN	0	\$45.70	\$47.07	\$48.48	\$49.94	\$51.44
WEEDER	30	\$56.10	\$57.78	\$59.52	\$61.30	\$63.14

PERSONNEL COST BY YEAR	
2027	\$340,186
2028	\$350,391
2029	\$360,903
2030	\$371,730
2031	\$382,882
<b>BUDGET TOTAL</b>	<b>\$1,806,093</b>

Annual Cost Estimate Breakdown by Budget Category (Including Detailed Breakdown of Equipment Budget Category Estimate)

	2027	2028	2029	2030	2031	TOTAL
<b>ADMINISTRATIVE</b>	\$6,900	\$6,800	\$6,800	\$6,800	\$6,800	\$34,900
Telephone, equip. mail, office supplies, & communication						
<b>CONTINGENCY</b>	\$12,711	\$12,711	\$12,711	\$12,711	\$12,711	\$63,557
Contingency is allocated to 20% of the Equipment Category. Contingency will be used in any budget year.						
<b>EQUIPMENT</b>	\$295,237	\$288,437	\$288,237	\$277,085	\$186,237	\$1,335,233
<b>CONTRACTUAL SERVICES</b>	\$146,217	\$29,217	\$24,217	\$24,193	\$24,217	\$246,061
ANNUAL TRACTOR & BUS/ BUS TUNDRAP	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$20,000
ANNUAL DRIVER FOR PUMP INSPECTION	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$15,000
BAR SCREEN REPAIR				\$10,000		\$10,000
GEAR BOX REPAIR (LIVE) OND				\$33,000		\$33,000
GEAR BOX REPAIR (MOTOR)				\$3,300		\$3,300
GENERATOR TUNE UP	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$12,000
HYDRAULIC CYLINDER REPLACEMENT			\$15,000			\$15,000
HYDRAULIC HOSE REPLACEMENT				\$3,000		\$3,000
OVERHEAD CRANE INSPECTION/REPAIR	\$400	\$400	\$400	\$400	\$400	\$2,000
POWER UNIT TUNEUP	\$10,437	\$10,437	\$10,437	\$10,437	\$10,437	\$52,185
PUMP REBUILD				\$58,778		\$58,778
PUMP STATION BUILDING REPAIR	\$25,000					\$25,000
ANNUAL PUMP INSPECTION	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
TYPE 80 FENCE REPLACEMENT			\$20,000	\$20,000		\$40,000
RENTALS (See Notes for details and amounts)						
PUMP CONTROLLER REPLACEMENT AND CONTROL BOX REPAIR/REPLACEMENT	\$90,000					\$90,000
REPAIR AND REPLENISHMENT PUMP PUMPS RADIATOR	\$33,000					\$33,000
INSTALL REPAIR BENEATH PUMP STATION	\$6,200					\$6,200
SANDBLAST AND PAINT BAR SCREENS, DISCHARGE PIPES, PUMPS		\$13,000				\$13,000
REPAIRS/REPLACE AND BATHROOM				\$23,000		\$23,000
POWER UNIT REBUILD (WALKESHA) MODEL 11-2401				\$59,000		\$59,000
POWER UNIT REBUILD (WALKESHA) MODEL 11-2401				\$100,000		\$100,000
STAFF GAUGE REPAIRS				\$1,800		\$1,800
<b>EQUIPMENT ACQUISITION</b>	\$189,800	\$241,600	\$ -	\$63,800	\$78,800	\$574,000
TRACTOR REPLACEMENT		\$240,000				\$240,000
OFFICE COMPUTER REPLACEMENT		\$5,000		\$60,000		\$65,000
TRUCK REPLACEMENT 12					\$60,000	\$60,000
GENERATOR FOR RIVER STRUCTURE					\$60,000	\$60,000
UTILITY VEHICLES 1016 REPLACEMENT	\$45,000					\$45,000
ROBUST BRUSH MULCHER FOR BRID SYSTEM	\$30,000					\$30,000
BUT LAND PLANS LEVELER	\$5,000					\$5,000
BOAT FOR MAINTENANCE AND TOURS	\$60,000					\$60,000
PUMP STATION EXHAUST MUFFLER REPLACEMENT				\$18,000		\$18,000
<b>SAVAGE VALUE CREDIT</b>	(\$700)	(\$5,000)	(\$1,000)	(\$5,000)	(\$5,000)	(\$17,000)
FOR EQUIPMENT BEING REPLACED						
<b>OPERATIONS &amp; MAINTENANCE PERSONNEL</b>	\$348,100	\$350,501	\$369,503	\$377,730	\$383,887	\$1,859,921
PERSONNEL COSTS						
<b>SUPPLIES &amp; MATERIALS</b>	\$98,669	\$98,669	\$70,580	\$70,650	\$70,650	\$419,118
Gas, oil, & other fuel, food, materials for minor repairs & maintenance						
<b>Grand Total</b>	\$742,024	\$728,149	\$791,452	\$728,727	\$688,431	\$3,678,783

Detailed Breakdown of Supplies & Materials Budget Category Estimate

DESCRIPTION	SUPPLIES & MATERIALS		Total
	GENERAL PROJECT	PUMP STATION	
EQUIPMENT HOURS	\$25,000.00		\$25,000.00
MILEAGE	\$ -		\$ -
FUEL (Diesel & Offroad diesel)	\$54,000.00		\$54,000.00
EQUIPMENT PARTS FOR MINOR REPAIRS	\$20,000.00		\$20,000.00
HAND TOOLS	\$15,000.00		\$15,000.00
SHOP SUPPLIES	\$25,000.00		\$25,000.00
PROFESSIONAL SERVICES	\$15,000.00		\$15,000.00
SMALL OUTDOOR EQUIPMENT REPLACEMENT	\$23,000.00		\$23,000.00
MISC TRUCK PARTS/REPAIRS	\$10,000.00		\$10,000.00
CHEMICALS	\$20,000.00		\$20,000.00
ENVIRONMENTALLY FRIENDLY DISPOSAL OF HAZARDOUS MATERIALS	\$10,000.00		\$10,000.00
OIL DISPOSAL	\$5,000.00		\$5,000.00
PEST CONTROL		\$15,000.00	\$15,000.00
COMMUNICATION/TELEMETRY REPAIRS		\$10,000.00	\$10,000.00
LIMESTONE for Roadway Repair		\$9,000.00	\$9,000.00
FILL MATERIALS FOR HOLE/SWELL/SLOW SPOTS FOR CURB LINES	\$75,000.00		\$75,000.00
SPRAY THE BOBROW CANAL, GUTFALL CANAL, AND GARLAND CANAL	\$75,000.00		\$75,000.00
HYDRAULIC OIL		\$20,000.00	\$20,000.00
<b>Total</b>	\$799,000.00	\$34,000.00	\$833,000.00

ATTACHMENT C

CERTIFIED MONTHLY MONITORING REPORT

LAGOV CONTRACT NO. \_\_\_\_\_

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

Local: \_\_\_\_\_ CPRA Contract No. \_\_\_\_\_

Project Title: " \_\_\_\_\_ "

Invoice No. \_\_\_\_\_ Invoice Amount: \_\_\_\_\_

I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):

- A. Percentage of work completed (include percentage completed and/or milestones accomplished (give dates)).
- B. Hourly (include services performed and number of hours worked).
- C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
- D. Actual Costs Incurred.
- E. Fee Schedule.

II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

- A. Tasks and/or milestones accomplished (give dates)
- B. Tasks and/or milestones not accomplished with explanation or assessment of:
  1. Nature of problems encountered.
  2. Remedial action taken or planned.
  3. Whether minimum criteria for measure can still be met.
  4. Likely impact upon achievement.

III. RECORD OF INVOICES:

Invoice Number	Vendor Name	Cost Code*	Amount
<b>Total:</b>			

\* Cost Code - Category  
 RE - Real Estate    PN - Planning    CN - Construction    MI - Miscellaneous    EQ - Equipment

III DELIVERABLES

IV OTHER DISCUSSIONS OF SPECIAL NOTE

VI CERTIFICATION

I am a properly designated official representing the above identified Local, and I hereby certify that the work covered by the invoices and supporting documentation has been reviewed, performed, and completed in accordance with the contract(s) entered into between the Local and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s). I hereby certify that all information contained in the invoices and supporting documentation, and in this Certified Monthly Monitoring Report is true and correct, and completed in accordance with the terms of the applicable contracts and agreements, and that the invoices meet all applicable federal, state, and local laws, rules, and regulations. I hereby certify compliance with the terms and conditions of the Intergovernmental Agreement by and between the State of Louisiana and the Local.

CERTIFIED BY: \_\_\_\_\_  
 Local Representative (Printed Name) \_\_\_\_\_ Date: \_\_\_\_\_

FOR CPRA USE:

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
 CPRA Project Manager (Optional) (Printed Name)

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
 CPRA Contract Monitor (Printed Name)

ATTACHMENT D

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order

11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671 q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671 q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

ATTACHMENT E

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE: \_\_\_\_\_  
 MATTHEW JEWELL, PARISH PRESIDENT  
 ST. CHARLES PARISH

2026-0132  
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
 (DEPARTMENT OF PUBLIC WORKS)  
 ORDINANCE NO. 26-4-9

An ordinance approving and authorizing the execution of a Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform engineering services for Willowdale Blvd. Overlay and Widening (Project No. P240602), in the not to exceed amount of \$137,335.00.

WHEREAS, Ordinance No. 24-11-11 adopted on November 18, 2024, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Bryant Hammett & Associates, LLC, to perform surveying services for Willowdale Boulevard Overlay and Widening (Project No. P240602), in the lump sum amount of \$81,385.00; and

WHEREAS, St. Charles Parish desires to perform maintenance on Willowdale Blvd. as well as widening of the roadway to improve safety; and

WHEREAS, the overlay and widening of Willowdale Blvd. requires engineering services to design, bid, construct, and inspect the project; and

WHEREAS, the Professional Services Agreement between St. Charles Parish and Digital Engineering & Imaging, Inc. describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Digital Engineering & Imaging, Inc., to perform engineering services for Willowdale Blvd. Overlay and Widening (Project No. P240602), in the not to exceed amount of \$137,335.00 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, PILTE, COMARDELLE, O'DANIELS, FISHER, DEBRULER  
 NAYS: NONE  
 ABSENT: SKIBA

And the ordinance was declared adopted this 20<sup>th</sup> day of April, 2026 to become effective (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*  
 SECRETARY: *[Signature]*  
 DLVD/PARISH PRESIDENT: April 20, 2026  
 APPROVED:  DISAPPROVED:

PARISH PRESIDENT: *[Signature]*  
 RETD/SECRETARY: April 20, 2026  
 AT: 7:35pm 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 DIGITAL ENGINEERING & IMAGING, 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 Willowdale Blvd. Overlay and Widening, Parish Project No. P240602.

### 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:

Willowdale Blvd. Overlay and Widening  
 Parish Project No. P240602

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

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 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 NON-APPROPRIATION CLAUSE

Notwithstanding any other provision of this AGREEMENT, if the Owner does not receive the sufficient funds to fund this AGREEMENT and other obligations of St. Charles Parish, if funds are de-appropriated, or if the Owner does not receive legal authority to expend funds from the St. Charles Parish Council, then the Owner is not obligated to make payment under this AGREEMENT.

### 13.0 INSURANCE

- 13.1 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.
- 13.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 13.7 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.
- 13.8 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.
- 13.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

**14.0 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.

**15.0 WARRANTY**

- 15.1 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.
- 15.2 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.
- 15.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

**16.0 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.

**17.0 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).

**18.0 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.

**19.0 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>DIGITAL ENGINEERING &amp; IMAGING, INC.</b>	<b>ST. CHARLES PARISH</b>
By: _____	By: _____
Name: Frank Liang	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ATTACHMENT "A"**

Willowdale Blvd. Overlay and Widening  
Parish Project No. P240602

**Project Scope:**

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

CONSULTANT is to perform design, bidding, construction management, and resident inspection for Willowdale Blvd. Overlay and Widening.

**PART 1 - BASIC SERVICES**

**A. PRELIMINARY DESIGN PHASE**

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

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.
- d. Provide written notice to all utility companies (private and public) about the project and request utility "as-built" information from them.
- e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.

- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER's contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

**B. FINAL DESIGN PHASE**

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

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

**C. BID PHASE**

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

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

**D. CONSTRUCTION PHASE**

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

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

**PART 2 - ADDITIONAL SERVICES**

**A. SURVEY - N/A**

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

- 1. Established baselines and temporary benchmarks along the project corridor and specified datums used.
- 2. Utilities as shown after contacting Louisiana One Call.
- 3. Descriptions, locations, depths, and sizes of all pipes within the project.

4. Descriptions, locations, diameters of all trees within the project,
5. Ground elevations within the project limits to properly develop contours,
6. Locations of all buildings, fences, and other structures,
7. Cross sections along roadways at 100-foot intervals minimum,
8. Cross sections along ditches at 50-foot intervals minimum,
9. Locations of all apparent rights-of-way and servitudes.

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

**Data Collection and Processing:**

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

**Project Control:**

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

**Survey Data Deliverables:**

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

**B. GEOTECHNICAL INVESTIGATION - N/A**

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

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

**C. PERMITTING - N/A**

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

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

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

**D. RESIDENT PROJECT REPRESENTATIVE (RPR)**

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

The duties and responsibilities of the RPR are as follows:

1. RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
4. Comply with Site safety programs.
5. Serve as CONSULTANT's liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.

7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
13. Resident Project Representative shall not:
  - a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
  - b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
  - c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
  - d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

**ATTACHMENT "B"**

Willowdale Blvd. Overlay and Widening  
Parish Project No. P240602

**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	30
Bid Phase	45
Construction Phase	90

**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"**

Willowdale Blvd. Overlay and Widening  
Parish Project No. P240602

OWNER shall pay CONSULTANT on a Not to Exceed basis in the amount \$137,335.00. The breakdown of compensation as set forth in Attachment A shall be as follows:

- a. The compensation for basic services as described in Attachment A is estimated to be \$82,135.00 based on the following estimated distribution of compensation:
 

1. Design Phase	\$46,425.00
2. Bid Phase	\$5,101.00
3. Construction Phase	\$30,609.00
- b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

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

1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$55,200.00 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



**2025-2026  
BASIC RATE SCHEDULE**

Labor Category	Billing Rate
Principal Officer	\$290.00
Principal Engineer	\$260.00
Sr. Professional Engineer	\$250.00
Supervising Professional Engineer	\$225.00
Professional Engineer III	\$195.00
Professional Engineer II	\$170.00
Professional Engineer I	\$155.00
Engineering Intern II	\$130.00
Engineering Intern I	\$120.00

Graduate Engineer	\$105.00
Sr. Project Manager - Non-Engineer	\$185.00
Project Manager - Non-Engineer	\$165.00
Sr. Technician/Designer	\$155.00
GIS Manager	\$180.00
Sr. GIS Technician	\$165.00
GIS Technician	\$120.00
CAD Technician II	\$135.00
CAD Technician I	\$115.00
Sr. Construction Manager	\$170.00
Construction Manager	\$120.00
Sr. Construction Inspector	\$115.00
Construction Inspector	\$100.00
Controller	\$190.00
Sr. Accountant	\$120.00
Sr. Project Administrator	\$115.00
Project Administrator	\$110.00
Administrative / Clerical II	\$85.00
Administrative / Clerical I / Student Intern	\$65.00

EXHIBIT "A"

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), on April 20, 2026, NOTICE IS HEREBY GIVEN that a special election will be held within the Parish on **TUESDAY, NOVEMBER 3, 2026**, and that at the said election there will be submitted to all registered voters in the Parish qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following propositions, to-wit:

PROPOSITION NO. 1 OF 2  
(RECREATION MILLAGE RENEWAL)

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), be authorized to continue to levy a 2.68 mills tax on all property subject to taxation in the Parish (an estimated \$6,800,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 10 years, beginning with the year 2028 and ending with the year 2037, for the purpose of constructing, improving, maintaining and operating recreation facilities and programs in the Parish?

PROPOSITION NO. 2 OF 2  
(COUNCIL ON AGING IN-LIEU MILLAGE)

Shall Parish of St. Charles, State of Louisiana (the "Parish"), be authorized to levy and collect a special tax of 1.25 mills on all property subject to taxation in the Parish (an estimated \$3,200,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 10 years, beginning with the year 2027 and ending with the year 2036, for the purpose of constructing, improving, maintaining and operating facilities and programs for the elderly in the Parish through the St. Charles Council on Aging Incorporated, said tax to be in lieu of and completely replace separate taxes aggregating 1.8 mills previously authorized, specifically consisting of the following: (i) 1.00 mill tax authorized to be levied in the Parish through the year 2027 pursuant to an election on December 10, 2016, and (ii) 0.8 mills tax authorized to be levied in the Parish through the year 2028 pursuant to an election on November 6, 2018?

The said special election will be held at each and every polling place in the Parish, which polls will open at six o'clock (6:00) a.m. and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541.

The polling places for the precincts are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.

The estimated cost of this election as determined by the Secretary of State based upon the provisions of Chapter 8-A of Title 18 and actual costs of similar elections is \$16,800.

Notice is further given that a portion of the monies collected from the taxes described in the Propositions shall be remitted to certain state and statewide retirement systems in the manner required by law.

The said special election will be held in accordance with the applicable provisions of Chapter 5 and Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, will make due returns thereof to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the Council Chambers, 2<sup>nd</sup> Floor of the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, on **MONDAY, DECEMBER 7, 2026, at 6:00 P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election. All registered voters of the Parish are entitled to vote at said special election and voting machines will be used.

**2026-0147**  
INTRODUCED BY: **MATTHEW JEWELL, PARISH PRESIDENT**  
(GRANTS OFFICE)  
RESOLUTION NO. 6906

A resolution approving and authorizing St. Charles Parish to prepare and submit a pre-application to the Statewide Flood Control Program for assistance in the implementation of a project for the purpose of reducing existing flood damages; providing for the necessary documentation of said flood damages; and providing for other related matters in connection therewith.

**WHEREAS**, the residential area of St. Rose, Louisiana has been adversely affected by damages from flood waters; and,  
**WHEREAS**, St. Charles Parish desires to apply for State matching funds pursuant to L.A. R.S. 38:90.1 et. seq., as amended, to implement a project to reduce said flood damages, and that St. Charles Parish is fully aware of its obligations under said Statute; and,  
**WHEREAS**, St. Charles Parish is a political body duly organized and existing under the laws of the State of Louisiana and is eligible to apply for funds under the Statute.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT**, do hereby authorize as follows:

**SECTION I.** That St. Charles Parish acknowledges that upon approval of the pre-application, a formal application will be prepared and submitted to the Statewide Flood Control Program.

**SECTION II.** That at the appropriate time and upon approval of funding assistance and prior to the commencement of work on the project, St. Charles Parish agrees to execute a Statement of Sponsorship pursuant to said Statute.

**SECTION III.** That Matthew Jewell, Parish President, is hereby designated Authorized Representative for St. Charles Parish to effect the preparation of the pre-application and application to the Statewide Flood Control Program for funding assistance of a flood control project.

**SECTION IV.** That said Authorized Representative's responsibilities shall pertain to technical matters only and shall not include any official act on behalf of St. Charles Parish.

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

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

And the resolution was declared adopted this 20<sup>th</sup> day of April, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: April 20, 2026  
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]  
RET/SECRETARY: April 20, 2026  
AT: 7:35pm RECD BY: [Signature]

**2026-0086**  
RESOLUTION NO. 6907

A resolution appointing a member to the St. Charles Parish Communications District representing Emergency Medical Services as requested by the Hospital Service District No. 1, Parish of St. Charles, Board of Commissioners.

**WHEREAS**, there exists a vacancy on the **ST. CHARLES PARISH COMMUNICATIONS DISTRICT** due to the resignation of the term of Mr. Huey Marco on March 10, 2026; and,

**WHEREAS**, it is the desire of the Parish Council to fill this vacancy.  
**NOW, THEREFORE, BE IT RESOLVED**, that Mr. Kevin Gauthier  
319 Evelyn Drive, Luling, LA, 70070

is hereby appointed to the **ST. CHARLES PARISH COMMUNICATIONS DISTRICT** representing Emergency Medical Services.

**BE IT FURTHER RESOLVED** that said appointment shall be effective **IMMEDIATELY** and shall expire **AUGUST 19, 2026**.

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

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

And the resolution was declared adopted this 20<sup>th</sup> day of April, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: April 20, 2026  
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]  
RET/SECRETARY: April 20, 2026  
AT: 7:35pm RECD BY: [Signature]

**2026-0148**  
INTRODUCED BY: **MATTHEW JEWELL, PARISH PRESIDENT**  
(BOND COUNSEL)  
RESOLUTION NO. 6905

A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to authorize the renewal of a special tax therein (Recreation) and the levy of a special tax therein (Council on Aging), making application to the State Bond Commission, and providing for other matters in connection therewith.

**BE IT RESOLVED** by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), that:

**SECTION 1. Election Call.** Subject to the approval of the State Bond Commission, and under the authority conferred by the Constitution of the State of Louisiana of 1974, including Article VI, Section 32 thereof, the applicable provisions of the Louisiana Election Code, and other constitutional and statutory authority, a special election is hereby called and ordered to be held in the Parish on **TUESDAY, NOVEMBER 3, 2026**, between the hours of six o'clock (6:00) a.m. and eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, and at the said election there shall be submitted to all registered voters qualified and entitled to vote at the said election under the Constitution and laws of this State and the Constitution of the United States, the following propositions, to-wit:

PROPOSITION NO. 1 OF 2  
(RECREATION MILLAGE RENEWAL)

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), be authorized to continue to levy a 2.68 mills tax on all property subject to taxation in the Parish (an estimated \$6,800,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 10 years, beginning with the year 2028 and ending with the year 2037, for the purpose of constructing, improving, maintaining and operating recreation facilities and programs in the Parish?

PROPOSITION NO. 2 OF 2  
(COUNCIL ON AGING IN-LIEU MILLAGE)

Shall Parish of St. Charles, State of Louisiana (the "Parish"), be authorized to levy and collect a special tax of 1.25 mills on all property subject to taxation in the Parish (an estimated \$3,200,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 10 years, beginning with the year 2027 and ending with the year 2036, for the purpose of constructing, improving, maintaining and operating facilities and programs for the elderly in the Parish through the St. Charles Council on Aging Incorporated, said tax to be in lieu of and completely replace separate taxes aggregating 1.8 mills previously authorized, specifically consisting of the following: (i) 1.00 mill tax authorized to be levied in the Parish through the year 2027 pursuant to an election on December 10, 2016, and (ii) 0.8 mills tax authorized to be levied in the Parish through the year 2028 pursuant to an election on November 6, 2018?

**SECTION 2. Publication of Notice of Election.** A Notice of Special Election shall be published in the official journal of the Parish once a week for four consecutive weeks, with the first publication to be made not less than forty-five (45) days nor more than ninety (90) days prior to the date of the election, which Notice shall be substantially in the form attached hereto as "Exhibit A" and incorporated herein by reference the same as if it were set forth herein in full.

Notwithstanding the foregoing, prior to the publication of the Notice of Election, the Parish President is authorized and directed to make any amendments to the foregoing propositions that may be required to comply with any state or federal regulatory agencies.

**SECTION 3. Canvass.** This Governing Authority shall meet at its regular meeting place, the Council Chambers, 2<sup>nd</sup> Floor of the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, on **MONDAY, DECEMBER 7, 2026, at 6:00 P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election.

**SECTION 4. Polling Places.** The polling places for the precincts in the Parish are hereby designated as the polling places at which to hold the said elections, and the Commissioners-in-Charge and Commissioners, respectively, will be the same persons as those designated in accordance with law.

**SECTION 5. Election Commissioners; Voting Machines.** The officers designated to serve as Commissioners-in-Charge and Commissioners pursuant to Section 4 hereof, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, shall hold the said special election as herein provided, and shall make due returns of said election for the meeting of the Governing Authority to be held as provided in Section 3 hereof. All registered voters in the Parish will be entitled to vote at the special election, and voting machines shall be used.

**SECTION 6. Authorization of Officers.** The Secretary of the Governing Authority is hereby empowered, authorized and directed to arrange for and to furnish to said election officers in ample time for the holding of said election, the necessary equipment, forms and other paraphernalia essential to the proper holding of said election and the Chairman and/or Secretary of the Governing Authority are further authorized, empowered and directed to take any and all further action required by State and/or Federal law to arrange for the election.

**SECTION 7. Furnishing Election Call to Election Officials.** Certified copies of this resolution shall be forwarded to the Secretary of State, the Clerk of Court and Ex-Officio Parish Custodian of Voting Machines of St. Charles Parish and the Registrar of Voters of St. Charles Parish, as notification of the special election, in order that each may prepare for said election and perform their respective functions as required by law.

**SECTION 8. Application to State Bond Commission.** Application is made to the State Bond Commission for consent and authority to hold the special election as herein provided, and in the event said election carries for further consent and authority to continue to levy and collect the special taxes provided for therein. A certified copy of this resolution shall be forwarded to the State Bond Commission on behalf of this Governing Authority, together with a letter requesting the prompt consideration and approval of this application.

**SECTION 9. Employment of Counsel.** This Governing Authority finds and determines that a real necessity exists for the employment of special counsel on matters related to the special election, and accordingly, Foley & Judell, L.L.P., is hereby employed as special counsel for said purpose for a term not exceeding one (1) year from the date of this resolution. The fee to be paid said special counsel shall be an amount computed at hourly rate based on the Attorney General's then current Maximum Hourly Fee Schedule, not to exceed \$2,000 in the aggregate, together with reimbursement of out-of-pocket expenses, and payment for the work herein specified is hereby approved without further action of this Governing Authority as and when invoices are presented. The scope of this legal representation does not involve federal claims.

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

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

And the resolution was declared adopted on this, the 20<sup>th</sup> day of April, 2026.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: April 20, 2026  
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]  
RET/SECRETARY: April 20, 2026  
AT: 7:35pm RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

*Michelle Impastato*  
**MICHELLE IMPASTATO**  
 COUNCIL SECRETARY

Publish: April 30, 2026

**Public Notice**

**SECTION 00010**

**ADVERTISEMENT FOR BIDS**

The Parish of St. Charles, hereby advertises bids for construction of Kinler and Paul Frederick Roadway and Drainage Improvements Phase I P210704 as follows:

Owner: **St. Charles Parish**

Project Title: Kinler and Paul Frederick Roadway and Drainage Improvements Phase I

Project No.: P210704

Principal Work Location: Kinler Street and Paul Frederick Street

Description of Basic Work: Project includes installing drainage lines running perpendicular to Kinler and Paul Fredrick and tying into the canal adjacent to Kinler. Work also includes drainage along Hackberry St. and Brooklyn St. Pavement to be replaced as required.

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 June 2, 2026**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers, 2<sup>nd</sup> floor 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, EJES, Inc. 2626 Canal St. Ste. 202, New Orleans, LA 70119.

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

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on May 20, 2026 at 10:00 a.m. the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **Non-Mandatory**.

Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond. If the bid is submitted electronically and a certified or cashier's check is used for bid bond, then the actual check shall be delivered to the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 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.

To the fullest extent allowed by law, purchases for this project shall be exempt from state sales and use tax according to LA R.S. 47:305.7 et cet. It shall be the sole responsibility of the Contractor to meet all requirements of this statute. Otherwise, the Contractor shall be solely responsible for any and all applicable local, state, and federal taxes.

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

Thursday, April 30, 2026  
 Thursday, May 07, 2026  
 Thursday, May 14, 2026

**Public Notice**

**LOCAL COASTAL PROGRAM**

**NOTICE OF PENDING APPLICATION**

This is notification that The St. Charles Parish Local Coastal Program is reviewing an application for an After-the-Fact permit application located at 10093 US-Highway 90, Luling LA 70070. The application is open for public comment for 25 days, until May 25, 2026. The application can be reviewed at 14996 River Road, Hahnville, LA, (985) 783-5060. Please send questions or comments to Clay Ledet Jr. by mail to PO Box 302 Hahnville, LA 70057 or by email to [cljedet@stcharlesgov.net](mailto:cljedet@stcharlesgov.net). Comments may also be given at the Coastal Zone Advisory Committee meeting on May 12, 2026 at 12:00 pm in the Council Chamber of the Parish Courthouse located at 15045 River Road, Hahnville. Permit Application P20260251 – SCP-2026-03

Joe's Rentals  
 Location: Lat: 29° 54' 43.41" Long: 90° 16' 25.1"

10093 US-Highway 90, Luling LA 70070  
 Environmental Management Unit 8-Westbank Community  
 No wetlands are to be affected by this project.

**To be published: 4/30, 5/7, 5/14, 5/21**

**Public Notice**

**PUBLIC NOTICE**

**REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER**

If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28. (As amended). The fee for performing these services shall be at a rate of 0.037 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of 0.029 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$58.61 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanups per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc. a fee of forty-three dollars and ninety 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:

Larry Zeringue  
 137 Michael ST, Ama, LA 70031  
 Lot 9  
 Block 7  
 Subdivision: Ama-Sections 34&36\*  
 Nature of violation: Grass cutting & removal of debris

Robert Williams  
 213 Barreca ST, Norco, LA 70079  
 Lot B3  
 Block 6  
 Subdivision: Good Hope PLTN. -TRA\*  
 Nature of violation: Grass cutting & removal of debris

Roland H. Clement  
 14491 LA 631, Boutte, LA 70080  
 Lot D  
 Block 3  
 Subdivision: Mosella, Townsite OF\*  
 Nature of violation: Grass cutting & removal of debris

Alison Lee Zeller  
 102 Ormond Village DR, Destrehan, LA 70047  
 Lot B8  
 Block F  
 Subdivision: Ormond Village SUBD.  
 Nature of violation: Grass cutting & removal of debris

Matherne, Lena Matis, EST. Price, Lori- C/O  
 17124 Hwy 631, Des Allemands, LA 70030  
 Lot 8A  
 Block 8  
 Subdivision: Trauth, Max Tract  
 Nature of violation: Grass cutting & removal of debris

Harper, Thomas W.- Estate OF  
 321 West B ST, Norco, LA 70079  
 Lot 5  
 Block II  
 Subdivision: Good Hope PLTN. -W 1\*  
 Nature of violation: Grass cutting & removal of debris

Jimmie L. Pfister  
 800 Goodhope ST, Norco, LA 70079  
 Lot 13  
 Block  
 Subdivision: Good Hope PLTN. - TRA\*  
 Nature of violation: Grass cutting & removal of debris

James Bradley 1/8 Oubre  
 918 Eighth ST, Norco, LA 70079  
 Lot 18  
 Block 8  
 Subdivision: Good Hope PLTN. - TRA \*  
 Nature of violation: Grass cutting & removal of debris

Michael J. Macalusa  
 119 Early ST Unit A, A, Paradis LA 70080  
 Lot 4  
 Block 19  
 Subdivision: Paradis, Town OF- #  
 Nature of violation: Grass cutting & removal of debris

Eskine, Kim S.-Estate OF  
 551 Goodhope ST, Norco, LA 70079  
 Lot 20  
 Block C  
 Subdivision: Good Hope SUBD. - BLKS\*  
 Nature of violation: Grass cutting & removal of debris

Pierre Scott EST. Calvin Scott SR. C/O  
 219 Killona DR, Killona, LA 70066  
 Lot D002  
 Block 2  
 Subdivision: Broussard Tract-Kil\*  
 Nature of violation: Grass cutting & removal of debris

Bonny G. Friloux  
 136 Red Gros LN, Paradis, LA 70080  
 Lot 4A  
 Block 8  
 Subdivision: Paradis Farm Lots-P\*  
 Nature of violation: Grass cutting & removal of debris

Zanya Lashaun Francis  
 18152 River RD, Montz, LA 70068  
 Lot 14  
 Block  
 Subdivision: Country Cottage ESTAT\*  
 Nature of violation: Grass cutting & removal of debris

Catherine N. Calbert  
 335 Ash ST, Boutte LA 70039  
 Lot 7  
 Block M  
 Subdivision: Magnolia Ridge Park  
 Nature of violation: Grass cutting & removal of debris

Jo Maxent  
 18146 River RD, Montz, LA 70068  
 Lot 13  
 Block  
 Subdivision: Country Cottage ESTAT\*  
 Nature of violation: Grass cutting & removal of debris

Beverly Erickson Barrios  
 226 Apple ST, Norco, LA 70079  
 Lot 240  
 Block 2  
 Subdivision: Good Hope PLTN-TRA\*  
 Nature of violation: Grass cutting & removal of debris

Geneva & Wilton Chinn  
 102 Diamond RD, Norco, LA 70079  
 Lot 1  
 Block 3  
 Subdivision: Diamond Homestead DIV\*  
 Nature of violation: Grass cutting & removal of debris

Smith, James, JR.- EST. OF (USU)\*  
 219 Diamond RD, Norco, LA 70079  
 Lot 5  
 Block 12  
 Subdivision: New Diamond SUBD.  
 Nature of violation: Grass cutting & removal of debris

George Lebaux  
 173 Kenner LN, Montz, LA 70068  
 Lot 3600  
 Block 11  
 Subdivision: t 12 s r 7 e  
 Nature of violation: Grass cutting & removal of debris

**PUBLISH: April 30, 2026**

**Sheriff's Sale**

**SHERIFF'S SALE**  
**SHERIFF'S OFFICE**  
**Suit No: (45) 92348-C**

**Date: Friday, March 13, 2026**  
**ELIZON MASTER PARTICIPA-**  
**TION TRUST I, U.S.**

**BANK TRUST NATIONAL AS-**  
**SOCIATION, AS**  
**OWNER TRUSTEE**

**VS**  
**PARIS P. PIERRE A/KIA PARIS**  
**PHILLIP PIERRE**  
**A/KIA PARIS PIERRE**

**GREG CHAMPAGNE, SHERIFF**  
**P.O. Box 426**

**HAHNVILLE, LA 70057**  
**Parish of ST. CHARLES**

**29th Judicial District Court**  
**State of Louisiana**

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

FRIDAY, JULY 07, 2023, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 06, 2026, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

One certain lot or portion of ground, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as Ashton Plantation, Phase 1-A, as shown on a Final Plat by Krebs, LaSalle, LeMieux Consultants, Inc., dated November 21, 2005, entitled "Ashton Plantation, Phase 1-A, in Sections 87 & 97, T13S - R20E and Section 8, T13S - R20E, St. Charles Parish, Louisiana", which Final Plan was approved by the St. Charles Parish Council on January 9, 2006 by Ordinance No. 06-1-4, and recorded on January 26, 2006, in COB 662, folio 688, Entry No. 314853 of the official records of St. Charles Parish. And according to the aforementioned Final Plat, the property conveyed herein is designated as Lot 56 of Square 1, which bears the dimensions more fully shown on the above-referenced Final Plat. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:

**FOUR HUNDRED AND TWEN-**  
**TY-FIVE THOUSAND TWO**  
**HUNDRED AND EIGHTY AND**  
**THIRTYSEVEN (\$425,280.37)**  
**DOLLARS**, along with interest and attorney's fees and all other costs includ-

ing 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: April 2, 2026**

**April 30, 2026**  
**GREG CHAMPAGNE-SHERIFF**  
**& EX-OFFICIO TAX COLLEC-**  
**TOR**

**ST. CHARLES PARISH**  
**ATTORNEY FOR PLAINTIFF:**  
**Herschel C Adcock**

**P. O. Box 87379**  
**Baton Rouge, LA 70879**

**225-756-0373**  
**SCSO-CIV-209-0402**



St. Charles  
**HERALD-GUIDE**

**IN PRINT  
& ONLINE!**

## What Do You Get?

- Immediate, daily access to our news, features, sports and lifestyles stories
- Years of archived content at your fingertips
- St. Charles Herald-Guide delivered to your mailbox weekly
- Digital edition delivered to your inbox every Thursday morning

[www.HeraldGuide.com](http://www.HeraldGuide.com)  
or toll free 1-800-538-4355

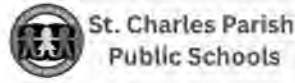
**Sheriff's Sale**

SHERIFF'S SALE  
 SHERIFF'S OFFICE  
 Suit No: (45) 96386-D  
 Date: Wednesday, March 04, 2026  
 FLAGSTAR BANK, N.A.  
 vs  
 BLAKE M. MCLEAN A/KIA  
 BLAKE MCLEAN  
 GREG CHAMPAGNE, SHERIFF  
 P.O. Box 426  
 HAHNVILLE, LA 70057  
 Parish of ST. CHARLES  
 29th Judicial District Court  
 State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, FEBRUARY 20, 2026, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Court-house of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 06, 2026, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:  
 That certain piece or portion of ground, situated in the State of Louisiana, Parish of St. Charles, in Square No. 2, Oakland Estates Subdivision, (formerly River Road Estates Subdivision), bounded by West Oakland Drive (formerly West Tomeny Drive), West Oakland Drive (side), Illinois Central Railroad Right of Way (side), East Oakland Drive (side) (formerly East Tomeny Drive) and Old River Road, designated as Lot No. 24, commences 1165.01 feet from the corner of West Oakland Drive and Old River Road, measures thence 56 feet front on West Oakland Drive, same width in the rear, by a depth of 102 feet between equal and parallel lines. All as more fully shown on survey of Edward L. Clinton, Land Surveyor, dated October 13, 1986.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED AND EIGHTY THOUSAND SIX HUNDRED AND NINETY-ONE AND SIXTY-FOUR (\$180,691.64) 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: April 2, 2026 April 30, 2026**  
 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

**Public Notice**



April 20, 2026 Budget Review Committee Meeting  
 04/20/2026 09:00 AM

**MEETING MINUTES**

The Budget Review Committee Meeting began at 9:00 a.m. on Monday, April 20, 2026. The meeting was held at the following address: Central Office, 13855 River Road; Luling, LA. Live Link: <https://youtube.com/live/3jrLT0jFMvA?feature=share>

**Attendance**

**Voting Members**  
 Scott Cody  
 Karen Boudreaux  
 Ray Gregson  
 Alex Suffrin

**I. Opening Items**

**1. Call to Order**

Al Suffrin called Budget Review Committee meeting to order at 9:00am.

Board Member Becky Weber arrived at 9:10am.

**2. Roll Call**

**II. Business Items**

**1. Agenda**

Director of Sales Tax, Paula Haydel- Jeansonne presented a sales tax collection update to the board.

Discussions were held on sales tax legislation, audit assessments, costs, timelines, projections. An electronic copy of today's sales tax presentation was requested from the board. A further discussion was held on LED tracking.

A legislative update by Adam Neighbors was given to the board. Superintendent requested paper minimization by moving towards digital. Discussions were held on mills affecting inventory tax, amendment 3, EEF funds, bond and tax dates, details of homestead exemptions and House Bill 521.

Mr. Neighbors presented long-term projection. Additionally, hoping to present the interim budget to the board at the May Board meeting with EisnerAmper Accounting Firm. Projection discussions included conservative tax projections, sales tax data alignment, upcoming election, ad valorem estimates, amendment 3. Superintendent expanded on reduction in expenditures for next fiscal year and building fund balance.

Next agenda item discussed was on investment updates. Discussions were held on 3 accounts, projected revenue and balance sheets. Notifications of any changes will be given to the board.

Topics for the next Budget Review Committee Meeting were discussed along with current numbers. John Rome informed the board that a five year capital update will be given at the June Board Retreat.

Meeting was adjourned at 10:38am.

**3. Closing Items**

**1. Motion to Adjourn**

Publish: April 30, 2026

**Public Notice**

St. Charles Parish Schools

April 20, 2026 Capital Improvements Committee Meeting  
 04/20/2026 10:30 AM  
 Central Office Board Room  
 13855 River Road,  
 Luling, Louisiana 70070

**MEETING MINUTES**



The Capital Improvements Committee Meeting began at 10:30 a.m. and held at the following address: Central Office Board Room; 13855 River Road; Luling, LA.

Capital Improvements Special Board Meeting |Live Link

<https://youtube.com/live/GGUhsqXSAT4?feature=share>

**Attendance**

**Voting Members**  
 Arthur Aucoin  
 Karen Boudreaux

**I. Opening Items**

**A. Call to Order**

Karen Boudreaux called the Capital Improvements Committee Meeting to order at 10:40am

**B. Roll Call**

**II. Business Items**

**A. St. Charles Parish Public Schools Properties**

Assistant Superintendent of Operations John P. Rome Jr. discussed School Board Properties. Discussions were held on open and vacant properties, exploring current use, future needs, potential uses, and/or potential sale. Properties discussed in detail were, Killona Property, Media Center Property, Ellington Property, Montz Property and Ashton Property. K. Boudreaux suggested that maps are attached to property information in the future. Other properties discussed are Pine Street Property, Gum Street Property, Lakewood Property and Des Allemands Property. John P. Rome Jr. will provide the whole Board with a full update and Capital Improvement Committee recommendations on each property discussed today.

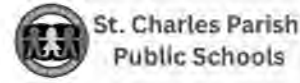
**III. Closing Items**

**A. Meeting Adjourn**

With no objections, Karen Boudreaux adjourned the meeting at 11:16a.m.

Publish: April 30, 2026

**Public Notice**



April 20, 2026 Committee Meetings  
 04/20/2026 04:00 PM

**MEETING MINUTES**



The April 20, 2026, Committee Meetings began at 4:00 p.m. and will be held at the following address: Central Office Board Room; 13855 River Road; Luling, LA.

Committee Meetings Live Link: <https://youtube.com/live/M2It2BLMj4?feature=share>

**Attendance**

**Voting Members**

Scott Cody  
 Karen Boudreaux  
 Ellis Alexander  
 Arthur Aucoin  
 John Smith  
 Alex Suffrin  
 Becky Weber

**Non-Voting Members**

Dr. Ken Oertling, Superintendent

**I. Ad-Hoc Committee**

Karen Boudreaux called the Ad-Hoc Committee meeting to order.

R. Gregson motioned: second by A. Aucoin to go into Executive Session per L.R.S. 42:16-17.

**II. Expulsion Appeal of Student Number One - Ad Hoc Committee (COMMITTEE MEETING)**

Discussion was held in the Executive Session on Student Number One for Expulsion Appeal.

Motion by R. Gregson; second by B. Weber to move out of Executive Session.

**III. Risk Management & Insurance Committee**

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

Motion by R. Gregson; second by K. Boudreaux to go into Executive Session per L.R.S. 42:16-17.

**A. Monthly Legal Update - Executive Session - COMMITTEE MEETING**

Director of Risk Management & Benefits Darrinisha Gray presented a legal update to the Board.

Motion by R. Gregson; second by B. Weber to move out of Executive Session into regular session.

**IV. Personnel & Policy Committee**

E. Alexander called the Personnel & Policy Committee Meeting to order.

**A. Job Description Updates and Addition**

Executive Director of Human Resources Teresa Brown presented Item IV.A. to the Board.

In alignment with best practices, job descriptions are periodically reviewed and updated to reflect current operational needs and ensure organizational effectiveness. The Superintendent is responsible for recommending such revisions to the Board for approval.

At the Board's request, a flowchart of all updated jobs and descriptions will be provided. Discussions were held on Federal Programs positions, funding, costs, and separating out a new job description for the April 22, 2026, Board meeting.

This item will be on the agenda for the May 22, 2026, Board meeting.

**B. Personnel Items**

Executive Director of Human Resources Teresa Brown presents a staffing update monthly to the Board.

Staffing management is necessary to maintain the effective functioning of St. Charles Parish Public Schools.

This item will be on the April 22, 2026, Board meeting agenda.

**V. Finance & Audit Committee**

John Smith called the Finance & Audit Committee meeting to order.

**A. Accounts Payable**

The Superintendent gave an update on the interim budget standing to the Board as discussed at the Budget Review Committee meeting today.

Chief Financial Officer Adam Neighbors informed the Board that some policies will be updated as a result of findings. He also presented Accounts Payable to the Board.

Invoices and other financial obligations of the school district are customarily paid weekly. Request for approval of these transactions is normally made to the Board monthly. The Board must approve expenditures of public funds under its jurisdiction.

This item will be on the May 22, 2026, Board meeting agenda.

Motion by B. Weber; second by A. Suffrin to adjourn.

**VI. Legislative Committee**

B. Weber called the Legislative Committee meeting to order.

**A. Legislative Update**

Director of Public Information Regina McMillan and Strategic Consultant Lobbyist Lenny Kapowski provided a legislative update to the Board. A discussion was held on several bills affecting public education.

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

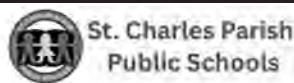
**VII. Closing Items**

**A. Consent Agenda Items**

Per the Board President, with approval from the full Board, Personnel & Accounts Payable items will be consent voted on at Wednesday's Board meeting.

Publish: April 30, 2026

**Public Notice**



April 22, 2026 Board Meetings  
04/22/2026 06:30 PM

**MEETING MINUTES**



The April 22, 2026, School Board Meeting began at 6:30 p.m. and will be held at the following address: Central Office Board Room; 13855 River Road; Luling, LA.

Board Meeting Live Link: <https://youtube.com/live/TZFgh7E4mM?feature=share>

**Attendance**

**Voting Members**

- Scott Cody
- Karen Boudreaux
- Ellis Alexander
- Arthur Aucoin
- Ray Gregson
- John Smith
- Alex Suffrin
- Becky Weber

**Non-Voting Members**

Dr. Ken Oertling, Superintendent

**I. Opening Items**

**A. Call to Order**

All 8 Board members, Superintendent Dr. Ken Oertling, and Executive Secretary Shelly Babineaux were present.

**B. Roll Call**

**C. Pledge of Allegiance**

District 8 Board Member Alex "Al" Suffrin led the pledge.

**II. Resolutions/Proclamations**

**A. 2026 National School Nurses' Week Proclamation**

Accept the 2026 National School Nurses' Week Proclamation.

**Motion made by:** Ray Gregson

**Motion seconded by:** John Smith

**Voting results:** Unanimously Approved

- Yes: Scott Cody
- Yes: Karen Boudreaux
- Yes: Ellis Alexander
- Yes: Arthur Aucoin
- Yes: Ray Gregson
- Yes: John Smith
- Yes: Alex Suffrin
- Yes: Becky Weber

**B. 2026 National Mental Health Awareness Month Proclamation**

Accept the 2026 National Mental Health Awareness Month Proclamation.

**Motion made by:** Karen Boudreaux

**Motion seconded by:** Alex Suffrin

**Voting results:** Unanimously Approved

- Yes: Scott Cody
- Yes: Karen Boudreaux
- Yes: Ellis Alexander
- Yes: Arthur Aucoin
- Yes: Ray Gregson
- Yes: John Smith
- Yes: Alex Suffrin
- Yes: Becky Weber

**III. Recognitions**

**A. Board & Superintendent's Recognition**

Board President Scott Cody and Superintendent Dr. Ken Oertling presented students and teams with recognition certificates.

**IV. Consent Agenda Items**

Approve the consent agenda items listed.

\* Personnel Items

\* Accounts Payable for March 2026

**Motion made by:** Alex Suffrin

**Motion seconded by:** Arthur Aucoin

**Voting results:** Unanimously Approved

- Yes: Scott Cody
- Yes: Karen Boudreaux
- Yes: Ellis Alexander
- Yes: Arthur Aucoin
- Yes: Ray Gregson
- Yes: John Smith
- Yes: Alex Suffrin
- Yes: Becky Weber

**A. Personnel Items**

Receive the personnel items as presented to the Board.

**B. Accounts Payable**

Approve the accounts payable for the month of March 2026.

General Fund	\$ 2,575,722
Special Revenue Funds	1,174,326
Capital Projects Funds	2,287,537
Debt Service Funds	
<b>GRAND TOTAL</b>	<b>\$ 6,037,585</b>

**V. Business Items**

**A. Expulsion Appeal of Student Number One (BOARD MEETING)**

Approve the Ad Hoc Committee's recommendation to move forward with the expulsion of Student Number One.

**Motion made by:** Ray Gregson

**Motion seconded by:** Karen Boudreaux

**Voting results:**

- Yes: Scott Cody
- Yes: Karen Boudreaux
- No: Ellis Alexander
- Yes: Arthur Aucoin
- Yes: Ray Gregson
- Yes: John Smith

Yes: Alex Suffrin

Yes: Becky Weber

**B. Board Meeting Minutes**

**Motion made by:** Alex Suffrin

**Motion seconded by:** Arthur Aucoin

**Voting results:** Unanimously Approved

- Yes: Scott Cody
- Yes: Karen Boudreaux
- Yes: Ellis Alexander
- Yes: Arthur Aucoin
- Yes: Ray Gregson
- Yes: John Smith
- Yes: Alex Suffrin
- Yes: Becky Weber

**C. Job Description Revisions**

Approve the job description revisions.

**Motion made by:** Becky Weber

**Motion seconded by:** Alex Suffrin

**Voting results:**

- Yes: Scott Cody
- Yes: Karen Boudreaux
- Yes: Ellis Alexander
- Yes: Arthur Aucoin
- No: Ray Gregson
- Yes: John Smith
- Yes: Alex Suffrin
- Yes: Becky Weber

**D. English Language Learners Instructional & Technology Coach Job Description**

Approve the new English Language Learners Instructional and Technology Coach job description.

**Motion made by:** Becky Weber

**Motion seconded by:** Alex Suffrin

**Voting results:**

- Yes: Scott Cody
- Yes: Karen Boudreaux
- No: Ellis Alexander
- Yes: Arthur Aucoin
- No: Ray Gregson
- Yes: John Smith
- Yes: Alex Suffrin
- Yes: Becky Weber

**VI. Standing Committee Report**

K. Boudreaux reported on the Capital Improvements Committee meeting that was held on April 20, 2026.

**VII. Closing Items**

**A. Information Items**

**B. Superintendent's Report**

**Graduations** - Hahnville High School's Graduation will be held on Wednesday, May 13. Destrehan High School's Graduation will be held on Thursday, May 14. Both ceremonies will be at the Pontchartrain Center beginning at 6:00 p.m.

**Ring Nights** - Hahnville High School's Ring Night Ceremony will be held at the LPAC on Tuesday, May 5, at 6:00 p.m. Destrehan High School's Ring Night Ceremony will be held at the LPAC on Wednesday, May 6, at 6:00 p.m.

**Spring Testing** - Each spring, the Louisiana Department of Education administers computer-based LEAP 2025 assessments in grades 3 - 8. The LEAP 2025 will be administered from April 29th through May 8th. Schools will send their testing schedules as the testing dates draw near. High school students enrolled in LEAP Courses will take these assessments from May 4th through May 6th. All high school students not taking LEAP assessments will participate in asynchronous learning on these days. The high schools will communicate more information. Don't hesitate to get in touch with your child's school for further information about LEAP 2025 assessments and schedule.

**C. Meeting Adjourn**

Motion and second to adjourn the meeting.

**Motion made by:** Karen Boudreaux

**Motion seconded by:** Becky Weber

**Voting results:** Unanimously Approved

Publish: April 30, 2026

**PLACE YOUR  
CLASSIFIED AD  
FOR LESS THAN  
YOU THINK**



For more information  
Contact Classifieds at 985-758-2795  
or [legals@heraldguide.com](mailto:legals@heraldguide.com)