

# Classified

SERVICE, MERCHANDISE,  
EMPLOYMENT, GARAGE SALE,  
NOTICES, PET NOTICES,  
LOST & FOUND ADS!

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Classified Ad Deadline is 10:00 am Monday · CALL: 985-758-2795 · Monday - Thursday 8:00 am - 4:00 pm

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Classified Ads: To submit your classified, contact Classifieds at [legals@heraldguide.com](mailto:legals@heraldguide.com)

### Services

*Voice Lessons*  
Graduate of  
The Juilliard School  
*See results after the first lesson*  
**985-722-0778**

PLACE YOUR  
SERVICES AD HERE  
985-758-2795

### Services

#### BUSH HOGGING (up to 100 acres)

- Industrial Plant Maintenance
- Concrete Crack & Haul
- Lots cleared & maintained
- Bobcat Service - debris haul
- Tree-removal-fenceline clearing
- Licensed Chemical Spray Applicator

Industrial-Commercial  
Residential  
**STEVE 504-554-9570**

### Employment



#### ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:  
**SCHOOL OFFICE SPECIALIST**

New Sarpy Elementary School

Initial Deadline June 12, 2026

View position notice on the school district's website:  
[www.WeAreSCPPS.org](http://www.WeAreSCPPS.org) or call (985) 785-3110

### Employment



#### ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:  
**PARA-EDUCATOR**  
PRE-K (4 Year-Old)

Mimosa Park Elementary School

Initial Deadline June 9, 2026 @ NOON

Position will remain open until filled

View position notice on the school district's website:  
[www.WeAreSCPPS.org](http://www.WeAreSCPPS.org) or call (985) 785-3110  
2026-2027 School Year

#### FIRST NATIONAL BANK ★U★S★A★



First National Bank USA  
Main Corporate Office

13386 Highway 90, Boutte, Louisiana  
Now accepting applications for position of:  
Loan Operations & Loan Processing  
Electronic Banking Specialist  
Executive Assistants  
Lobby Personnel  
Willing to Train

Please send resumes to: [info@fnbusa.com](mailto:info@fnbusa.com)

[www.fnbusa.com](http://www.fnbusa.com) / (985) 607-6802

Place Your Service, Employment, Boat,  
Car, Garage Sale Ads Here.  
Call 985-758-2795

### Garage Sales

**GARAGE SALE.** TOOLS, HOUSE-  
HOLD ITEMS, TABLES CHAIRS,  
VEHICLES CAR PARTS, BICYCLE  
AND LOTS MORE. 326 BALBOA,  
NEXT TO WAL MART  
.....

PLACE YOUR  
GARAGE SALE  
AD HERE

985-758-2795

### Prayers

### Prayers

Each Day

Lord, I pray each day that You help me to lead someone the right way. That You can help them find You as You helped me to find You too. They can't carry their loads every day because I know they want to know the right way. Help them Dear Lord is my prayer that when You call them over there they will be in Your care. Their life of sins will be changed when You, "Jesus" will wash away their sins & make them pure within. Jesus, You are the one, that everyone wants to see & face to face it shall be. Help us all each day as You help us find our way.  
Amen

*Edna Matherne*

### Services



#### Roofing, Patio Covers & Gutters

FREE Estimates/Insured  
Locally Owned & Operated

**(985) 758-2996 (504) 415-6988**

Mike Dunn

### Services



#### Save Up to 30% on Insurance with Fortified Roofing!

ATEP Enterprises is your local roofing company with more than 15 years experience offering...

- 0% Down
- Financing Available
- Class 3 Shingles warranted up to 160 mph winds
- Certified to install fortified roofs in Louisiana

Call or text 504-485-3960 for a FREE Estimate.  
[atepenterprisesllc.com](http://atepenterprisesllc.com)

#### SENIOR CITIZENS 20% DISCOUNT EVERY THURSDAY

St. Charles Social  
Concerns Thrift Shop  
1601 Paul Maillard Road  
Luling, LA

Open 9 - 3:45 Mon - Sat

# PLACE YOUR CLASSIFIED AD FOR LESS THAN YOU THINK

St. Charles  
**HERALD GUIDE**

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

**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**

**REQUEST FOR PROPOSALS "AS NEEDED/ON CALL" FEMA GRANT MANAGEMENT AND ADMINISTRATION SERVICES**

Port of South Louisiana, invites interested parties to submit proposals to provide "As Needed/On Call" FEMA Grant Management and Administration Services; these services will be on an "as needed/on call" basis. In order to effectively administer and manage various FEMA recovery programs and grant awards that may be forthcoming as a result of future disaster events, hurricanes, storm or flooding, as well as other possible future declared disasters, the Port is soliciting proposals from qualified and experienced firms to provide FEMA grant management and administration services.

The procedures for the selection of this firm will be in accordance with the procurement requirements of the FEMA and the Governor's Office of Homeland Security and Emergency Preparedness Programs, and the procedures set forth in the Request for Proposals packet. All responses received will be evaluated in accordance with the selection criteria identified in the Request for Proposals packet. That packet also identifies the anticipated scope of service to be performed by the selected firm.

Proposal packages may be obtained from Port of South Louisiana 1720 Highway 44, Reserve, Louisiana 70084, [www.portsl.com](http://www.portsl.com) or [www.centralbidding.com](http://www.centralbidding.com).

Sealed Proposals may be hand-delivered or mailed to the Port of South Louisiana at the above-named address marked: Attention: Julia Fisher Cormier, Executive Director, "As Needed/On Call" FEMA Grant Management and Administration Services or submitted electronically at [www.centralbidding.com](http://www.centralbidding.com) by no later than Tuesday, July 7, 2026 at 1:00 p.m. Central Time.

The Port of South Louisiana reserves the right to cancel the solicitation or reject any and all proposals.

Port of South Louisiana  
Julia Fisher- Cormier  
Executive Director

Adv. 6/4, 6/11, 6/18

**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 Wednesday, June 17, 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@lbd.us.com](mailto:ajupiter@lbd.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  
05/20/2026

L.B.L.D.  
Notice #317

Publish: May 28, June 4 & 11, 2026

**Public Notice**

Meyer Engineers, Ltd.  
Professional Engineers and Architects  
Port of South Louisiana  
Guest House Critical Repairs – Project No. 2026-006  
Reserve, LA

**ADVERTISEMENT FOR BIDS**

The Port of South Louisiana hereby advertises for bids for:

**Project: Port of South Louisiana Guest House Critical Repairs  
Reserve, LA  
Project No: 2026-006**

Description of Basic Work: Scope of work consists of reconstruction of an existing second floor balcony and miscellaneous architectural, mechanical and electrical repairs and hazardous materials abatement.

Sealed Bids must be received by the Port of South Louisiana, 1720 Louisiana Highway 44, Reserve, Louisiana 70084, either by mail, hand delivery or electronic bid, **NO LATER THAN 10:00 AM, local time Thursday, JUNE 25, 2026**, Attn: Julia Fisher Cormier, Sealed Bid Enclosed - Port of South Louisiana Guesthouse Critical Repairs – Project No. 2026-006, Contractor's License Number and Contractor's name should be printed outside of the sealed bid. Promptly thereafter, the bids will be publicly opened and read aloud at the Port of South Louisiana, 1720 Louisiana Highway 44, Reserve, Louisiana 70084.

Electronic bids are accepted on the Central Auction House Bidding Website:  
[www.centralauctionhouse.com](http://www.centralauctionhouse.com)

Complete Bidding Documents may be examined at the Port of South Louisiana, 1720 Louisiana Highway 44, Reserve, Louisiana 70084 or at [www.centralauctionhouse.com](http://www.centralauctionhouse.com)

Complete Bidding Documents may be obtained from:

**Meyer Engineers, Ltd.**  
4937 Hearst Street, Suite 1B | Metairie, Louisiana 70001  
Telephone: (504) 885-9892 | E-mail: [meyer@mever-e-l.com](mailto:meyer@mever-e-l.com)

upon deposit of **\$50.00 (hard copy) for each set of documents and \$25.00 for an electronic set on USB Flash-Drive (non-refundable fee)**. Deposit on the first two sets are fully refundable to all bonafide prime Bidders upon return of the documents, in good condition, no later than ten (10) days after receipt of bids. Fifty percent (50%) of the deposit of all other sets of documents will be refunded upon return of documents as stated above. Electronic copies can be requested for a fee of \$25.00.

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

In accordance with La R.S. 38:2212 B. (5) Written evidence of the authority of the person signing the bid for public works shall be submitted at the time of bidding. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

- The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
- The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.
- The legal entity has filed in the appropriate records of the secretary of state of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

See the Contract Documents for Certificate of Insurance.

**BID PROTEST PROCEDURE**

By submitting a bid, bidders agree that any and all disputes arising from or connected with the bidding or award of the contract for this project shall be resolved by way of the following which bidders acknowledge as the available administrative remedy:

- Any and all bidders' information shall be available upon request as a public record, either no sooner than nine (9) working days following the bid opening or after the recommendation of award by the public entity or the design professional, whichever occurs first, and the requester shall pay reasonable reproduction costs.
- Any protest of the responsiveness of a bid or responsibility of a bidder shall be submitted in writing and received by the Port of South Louisiana and the design professional of record within fourteen (14) working days following the bid opening. Any protest of the award of the contract shall be submitted in writing and received by the Port of South Louisiana and the design professional of record within three (3) working days following the award.
- A written protest shall fully identify the reasons and the evidence offered to support the protest.
- At the discretion of the Port of South Louisiana, either an informal hearing will be conducted or a decision on the protest will be issued within three (3) working days of receiving the protest.

Disqualification of a potential bidder or as the low bidder on grounds that such bidder is not a "responsible bidder" shall be conducted pursuant to La. Stat. Ann. § 38:2212 X.

**A MANDATORY PRE-BID CONFERENCE WILL BE HELD  
On THURSDAY, JUNE 11, 2026 at 10:00 AM  
at the Port of South Louisiana | Administrative Building | Board Room  
1720 LA-44, Reserve, LA 70084.**

All prospective bidders shall be present at the beginning of the pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference on time or remain for the duration may be disqualified as a bidder or prohibited from submitting a bid for the project.

Bids shall be accepted from Contractors who are licensed under La. R.S. 37:2150-2192 for the classification of **Building Construction**. No bid may be withdrawn for a period of forty-five (45) calendar days after the actual date of opening thereof except as provided by La R.S. 38:2214(C). The parties may mutually agree to extend the bid for additional days.

Pursuant to La R.S. 38:2214(B) the Owner reserves its right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section, those stated in the bidding documents shall not be considered as informalities and shall not be waived by any public entity.

Port of South Louisiana

BY: Julia Fisher Cormier

TITLE: Executive Director

Publish: May 28, June 4 & 11, 2026

**Public Notice**

Anyone knowing the whereabouts of **STEPHANIE M. CHAISSON**, please contact Attorney Caitlyn L. Mayer at 504-468-1100 or [caitlyn@bohannanlaw.com](mailto:caitlyn@bohannanlaw.com).

PUBLISH: June 4 & 11, 2026

**Public Notice**

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

PUBLISH: June 4 & 11, 2026

**Public Notice**

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

PUBLISH: June 4 & 11, 2026

**Public Notice**

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

PUBLISH: June 4 & 11, 2026

**Public Notice**

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

PUBLISH: June 4 & 11, 2026

**Public Notice**

"I, JAMES SMITH, DOC #123279, have applied for clemency for my conviction of ATTEMPT AGGRAVATED BURGLARY, ATTEMPT AGGRAVATED RAPE. If you have any comments, contact the Board of Pardons (225) 342-5421."

PUBLISH: June 11, 18 & 25, 2026

**Public Notice**

The River Regions Chamber of Commerce is applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **USA 250 GOLF CART PARADE AFTER PARTY** at the West Bridge Park, 13825 River Rd, Luling, LA 70070 in the Parish of St. Charles. Alcohol will not be served at this event.

The time of the festival/event:  
**Sunday, June 28, 2026 3- 7pm**

Publish: June 11 & 18, 2026

**Public Notice**

Anyone knowing the whereabouts of **Leonard James Mitchell, Sr.**, please contact Attorney Caitlyn L. Mayer at 504-468-1100 or [caitlyn@bohannan-law.com](mailto:caitlyn@bohannan-law.com).

PUBLISH: June 11, &amp; 18, 2026

**Public Notice**

Anyone knowing the whereabouts of the heirs and/or legatees of Herman W. White and of Mildred H. White, please contact Attorney Caitlyn L. Mayer at 504-468-1100 or [caitlyn@bohannan-law.com](mailto:caitlyn@bohannan-law.com).

PUBLISH: June 11, &amp; 18, 2026

**Public Notice****PUBLIC NOTICE****ST. CHARLES PARISH****Request for Proposals**

for

**Program Administrative/Management Services to Implement the St. Charles Parish Residential Mitigation Program**

St. Charles Parish has secured/intends to secure grant awards through FEMA's Flood Mitigation Assistance and Hazard Mitigation Grant Programs (and any other funding that may become available) to mitigate Severe Repetitive Loss and Repetitive Loss residential structures. These grant programs will provide funding necessary for the elevation or mitigation reconstruction of residential structures to reduce or eliminate the risk of flood damage to said structures insured under the National Flood Insurance Program (NFIP). The Parish is interested in procuring the services of an administrative consulting firm to manage the implementation of these programs.

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

Interested parties are invited to secure a proposal package from Blaise Robert by e-mailing a request to [brobert@stcharlesgov.net](mailto:brobert@stcharlesgov.net).

Proposals must be received by the St. Charles Parish Grants Office at P.O. Box 302, Hahnville, LA 70057 or 15045 River Road 3rd Floor, Hahnville, LA 70057, no later than 10:00 a.m., local time on Thursday, June 2, 2026. Any proposal received later than the specified time and date will NOT be accepted or considered.

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

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

Persons requiring reasonable accommodation to respond to this solicitation are requested to contact Carla Chiasson at [cchiasson@stcharlesgov.net](mailto:cchiasson@stcharlesgov.net) to discuss their particular needs.

Advertisement Source and Dates:

St. Charles Parish Herald Guide  
The Advocate  
<https://www.stcharlesparish.gov/>

Thursday, May 28, 2026  
Thursday, June 4, 2026  
Thursday, June 11, 2026

**Public Notice****SECTION 00010****ADVERTISEMENT FOR BIDS**

The Parish of St. Charles, hereby advertises bids for construction of St. Charles Public Works Drainage Maintenance Facility Project No. P260401, as follows:

Owner: **St. Charles Parish**Project Title: St. Charles Public Works Drainage Maintenance FacilityProject No.: P260401

Bid No.: 1054

Principal Work Location: 499 Davis Drive, Luling, LA 70070

Description of Basic Work: Construction of a new 9,220 square foot office/warehouse space

**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 30, 2026**. Promptly thereafter, the bids will be publicly opened and read aloud in the **ST. CHARLES PARISH COUNCIL CHAMBERS, 15045 River Road, 2<sup>nd</sup> Floor, Hahnville, Louisiana, 70057** of the St. Charles Parish Courthouse. 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 Architect for the contract, Murray Architects, Inc., 13760 River Road, Destrehan, LA 70047.

A payment of \$ 50.00 in cash or check payable to the Architect 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 June 16, 2026 at 10:00 a.m. the St. Charles Parish Department of Public Works, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **Mandatory**.

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

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

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

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

Thursday, May 28, 2026  
Thursday, June 04, 2026  
Thursday, June 11, 2026

**Public Notice****ST. CHARLES PARISH  
ZONING BOARD OF ADJUSTMENT**

THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON JUNE 18, 2026 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

**POSTPONED CASES:**

**2026-18-ZBA** requested by **St. Charles Parish Department of Recreation** to waive the required tree plantings and permanent dust-free parking for a boat launch, **1541 WPA Road, Des Allemands**, Zoning District O-L and R-1A(M). Council District 4.

**NEW CASES:**

**2026-22-ZBA** requested by **Peyton & Blaise Robert** to reduce the minimum building elevation to no lower than 12 in. above the centerline of the street for a 1500 sq. ft. residential accessory building at **248 Grand Bayou Road, Des Allemands**, Zoning District O-L. Council District 4.

ALTERNATE DATE: 6/25  
PUBLISH 6/4, 6/11, 6/18

**Public Notice****Advertisement for Bids**

Interested vendors are invited to submit bids to St. Charles Parish Public Schools ("SCPPS") electronically via the Central Auction House website located at the "Online Bids & RFPs" link under the Resources tab at the SCPSB website [wearescpss.org](http://wearescpss.org). Questions should be submitted electronically via the online site no later than **June 23, 2026**. Firms are responsible for checking the website above periodically for any updates or revisions to the Request for Bids.

Interested vendors are also invited to submit original sealed hard copy bids to SCPPS. An original sealed bid shall be made in the format provided and the complete bid, together with any and all additional materials, shall be enclosed in a sealed envelope, clearly marked as indicated below, addressed and delivered to the following address:

Janitorial Supplies Bid  
St. Charles Parish Public Schools  
Attn: George Dunmiles, Jr.  
13855 River Road  
Luling, LA 70070

Vendors should allow for normal mail or delivery time to ensure timely receipt of their bid. Late delivery of for any reason, including late delivery by United States Mail, shall disqualify the bid. Oral or facsimile bids are invalid and will not receive consideration. All questions regarding the Bid can be submitted in writing and addressed to the attention above no later than **June 23, 2026**.

**All bids will be accepted until 9:00 am local time Central Time on June 23, 2026.** All bids received will be taken under advisement as submitted by the assigned date and time at SCPSB. Bids must be accompanied by a bid bond, certified check, cashier's check, or money order in the amount of not less than 5% of the total bid shown on the bid form. Bids will not be considered unless the required check or bond is attached.

All requirements must be addressed in your bid. Non-responsive bids will not be considered. Failure to follow these instructions could result in disqualification of the bid. SCPSB reserves the right to reject any and all bids.

Bids are hereby requested for the following:

**Janitorial Supplies Bids**

Additional information and documents may be obtained free of charge by contacting the office of George Dunmiles, Textbook Coordinator, Distribution Supervisor, at SCPPS, 13855 River Road, Luling, LA 70070. Call (985) 785-7212 for documents or questions. Firms are not allowed to contact other SCPPS departments, schools or centers about the RFP.

Advertising dates in the **St. Charles Herald-Guide**, official journal of SCPPS, shall be:

1st Listing: May 28, 2026  
2nd Listing: June 4, 2026  
3rd Listing: June 11, 2026

St. Charles Parish Public Schools  
Scott Cody, School Board President  
Dr. Ken Oertling, Superintendent  
13855 River Road  
Luling, LA 70070

**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 &amp; Drainage District, at its official domicile, at 21380 Highway 20, in

Vacherie, Louisiana on Wednesday, June 17, 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 &amp; Drainage District, 21380 Highway 20, Vacherie, Louisiana, by calling (225)265-7545,

writing to Lafourche Basin Conservation Levee &amp; Drainage District, P.O. Box 670, Vacherie,

Louisiana 70090, email [ajupiter@lbd.us.com](mailto:ajupiter@lbd.us.com) or find bid related materials and placeelectronic 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  
05/20/2026

L.B.L.D.  
Notice #316

Publish: May 28, June 4 &amp; 11, 2026

**Sheriff's Sale**

SHERIFF'S SALE  
SHERIFF'S OFFICE  
Suit No: (45) 97158-E

Date: **Thursday, April 09, 2026**  
**GITSIT SOLUTIONS, LLC, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS SEPARATE TRUSTEE OF GV**

TRUST 2026-1

VS

**NADINE KEMPEN MADERE**  
**GREG CHAMPAGNE, SHERIFF**  
P.O. Box 426

**HAHNVILLE, LA 70057**  
**Parish of ST. CHARLES**  
**29th Judicial District Court**  
**State of Louisiana**

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

TUESDAY, MARCH 17, 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, JUNE 17, 2026, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, AND ALL OF THE RIGHTS, WAYS, PRIVILEGES, SERVITUDES, APPURTENANCES AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, IN OR NEAR THE TOWN OF LULING, IN WHAT IS KNOWN AS ELLINGTON GARDENS SUBDIVISION, AS PER PLAN OF E.M. COLLIER, SURVEYORS, DATED OCTOBER 1953, CORRECTED JANUARY 1955, COPY OF WHICH IS ON FILE IN THE OFFICE OF THE CLERK OF COURT OF ST. CHARLES PARISH FOR REFERENCE.

ACCORDING TO SAID PLAN BY E.M. COLLIER, THE LOT OF GROUND CONVEYED HEREIN IS DESIGNATED AS LOT 6 OF BLOCK "G" AND IS MORE FULLY DESCRIBED AS FOLLOWS: LOT 6 OF BLOCK "G" HAS A WIDTH FRONTING ON COURVILLE DRIVE (FORMERLY COLLIER DRIVE) OF 60 FEET, SAME WIDTH IN THE REAR, BY A DEPTH BETWEEN EQUAL AND PARALLEL LINES OF 125 FEET. AND ACCORDING TO A SURVEY OF LUCIEN C. GASSEN, SURVEYOR, DATED MAY 17, 1971, THE LOT OF GROUND IS CONVEYED HEREIN HAS THE SAME DESIGNATED AND DIMENSIONS AS SHOWN ABOVE IS LOCATED IN THE SAME BLOCK AND SUBDIVISION, AND COMMENCES AT A DISTANCE OF 251.18 FEET FROM THE POINT OF CURVE AT THE INTERSECTION OF SUGAR HOUSE ROAD WITH COURVILLE DRIVE (FORMERLY COLLIER DRIVE) ("Property").

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

**TWO HUNDRED AND ELEVEN THOUSAND SEVEN HUNDRED AND THIRTY-SIX AND FORTY (\$211,736.40) 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: May 14, 2026**

**June 11, 2026**  
**GREG CHAMPAGNE-SHERIFF & EX -OFFICIO TAX COLLECTOR**

**ST. CHARLES PARISH**  
**ATTORNEY FOR PLAINTIFF:**  
**ELIZABETH C PRICE**  
**1602 W. PINHOOK RD., SUITE 300B**  
**LAFAYETTE, LA 70508**  
**801-355-2886**  
**SCSO-CIV-209-0402**

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 96889-C
Date: Friday, April 10, 2026
FREEDOM MORTGAGE CORPORATION

CHRISTOPHER G. BAIRD A/
KIA CHRISTOPHER BAIRD
GREG CHAMPAGNE, SHERIFF
P.O. Box 426

HAHNVILLE, LA 70057
Parish of ST. CHARLES
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, JANUARY 13, 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, JUNE 17, 2026, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:

A CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining situated in Boutte, St. Charles Parish, Louisiana, in Section 48, Township 13 South, Range 21 East, in what is known as KELLOGG SUBDIVISION NO. 2, a subdivision of Ellington Farms Lots 9, 10 and 100 foot strip of Farm Lot 11, all in accordance with plat of survey prepared by DeLaurel Engineers, Inc., dated January 17, 1973, a copy of which is recorded in the Office of the Clerk of Court of St. Charles Parish for reference. According to said plat, the lot herein is designated as LOT 17, BLOCK K, and measures as follows: LOT 17, BLOCK K is bounded by Fifth Street, Kellogg Drive and Monsanto Avenue. Said Lot 17 commences at a distance of 70 feet from the corner of Fern Drive (formerly Fifth Street), and Kellogg Drive, measures thence 71 feet front on Fern Drive (formerly Fifth Street), same width in the rear, by a depth of 105 feet between equal and parallel lines. ("Property").

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

TWO HUNDRED AND FIFTY-NINE THOUSAND FIVE HUNDRED AND SIXTY AND TWENTY-NINE (\$259,560.29)

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: May 14, 2026

JUNE 11, 2026
GREG CHAMPAGNE-SHERIFF
& EX-OFFICIO TAX COLLECTOR

ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
Candace A Courteau
1602 W. Pinhook Rd., Suite 300B
Lafayette, LA 70508
SCSO-CIV-209-0402

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, JUNE 15, 2026, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2026-0174 (6/1/26, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance 25-9-8, which approved the Professional Services Agreement with GIS Engineering, LLC, to perform additional engineering services for the Turtle Pond Pump Station and Upstream Drainage Improvements (Project No. P250901), in the lump sum amount of \$802,095.00, increasing the overall contract value to \$1,411,180.50.

2026-0184 (6/1/26, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Royal Engineers and Consultants, LLC, to perform engineering services for Lake Salvador Shoreline Protection Project (Project No. P260502), in the amount not to exceed \$3,377,781.75.

PUBLISH: June 4, 11, 2026

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF MAY 18, 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

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 deBruler

Monday, May 18, 2026 6:00 PM Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Dussone, Public Works Director Miles Bingham, Planning & Zoning Director Michael Albert, Animal Control Director Jena Troxler, Michelle Impastato, Council Secretary

CALL TO ORDER

PRAYER / PLEDGE

Reverend Marilyn Diggs
Mount Zion Community Church, Boutte

Chairman Pilié made statement remembering Mr. Leon "Sunny" Vial, III, extending sympathy on behalf of the St. Charles Parish Council regarding his passing and recognized his dedicated service to the parish and community.

APPROVAL OF MINUTES

A motion was made by Councilmember Skiba, seconded by Councilmember Comardelle, to approve the minutes from the regular meeting of May 4, 2026. The motion carried by the following vote:

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler
Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2026-0164

In Recognition: Huey Marcel, St. Charles Parish Communications District

Sponsors: Ms. Fonseca

Read

2026-0165

Proclamation: "Ronald Diggs Memorial Musical"

Sponsors: Mr. Comardelle

Reverend Marilyn Diggs spoke on the matter.

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2026-0166

Animal Control
Animal Control Director Jena Troxler reported.

Chairman Pilié spoke on the matter.
Ms. Troxler spoke on the matter.
Chairman Pilié spoke on the matter.
Ms. Troxler spoke on the matter.
Chairman Pilié spoke on the matter.
Ms. Troxler spoke on the matter.
Chairman Pilié spoke on the matter.
Ms. Troxler spoke on the matter.

Reported

2026-0167

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Parish President Matthew Jewell invited Mr. Gary McClure with Shread-Kuyrkendall & Associates, Inc. to the podium to speak on the Barton Avenue Corridor project. Mr. McClure spoke on the matter. Councilwoman Fonseca spoke on the matter. Mr. McClure spoke on the matter. President Jewell spoke on the matter. Mr. Jeffrey Roessel, Regional Planning Commission, spoke on the matter. President Jewell spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN PILIÉ 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, JUNE 1, 2026, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2026-0162

An ordinance to approve and authorize the Parish President to execute an Act of Sale by St. Charles Parish, for a portion of property known as Eastern Greenbelt Park, described as Lot 1-A, Block F-I, and Lot 11-A,

Block H, Norco, Louisiana 70079, in the amount of \$20,000.00.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2026

2026-0163

An ordinance of the St. Charles Parish Council as the governing authority of the Sewerage District No. 1 of the Parish of St. Charles to approve and authorize the Parish President to execute an Act of Sale for property known as Eastern Greenbelt Park, described as Lots 31, 32, and 33, in Good Hope Subdivision, Block E, Norco, Louisiana, 70079 in the amount of \$80,000.00.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2026

2026-0170

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix A - 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.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2026

2026-0171

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 2, Administration, Article II., Departments, by adding Sec. 2-24 to create the Department of engineering and provide for its responsibilities and functions.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2026

2026-0172

An ordinance approving and authorizing the execution of a Professional Services Agreement with All South Consulting Engineers, LLC, for the Milling Drainage Improvements (Project No. P260501), in the lump sum of \$85,575.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 1, 2026

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2026-0159

An ordinance approving and authorizing the execution of a Professional Services Agreement with Murray Architects, Inc., to perform design services for the Public Works Drainage Maintenance Facility (Project No. P260401), in the lump sum of \$124,486.00.

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
Parish President Matthew Jewell spoke on the matter.
Councilwoman O'Daniels spoke on the matter.
Mr. Bingham spoke on the matter.
Chairman Pilié spoke on the matter.
Mr. Bingham spoke on the matter.
Chairman Pilié spoke on the matter.
Mr. Bingham spoke on the matter.
President Jewell spoke on the matter.
Chairman Pilié spoke on the matter.
President Jewell spoke on the matter.
Chairman Pilié spoke on the matter.
Mr. Bingham spoke on the matter.
Chairman Pilié spoke on the matter.
Mr. Bingham spoke on the matter.
President Jewell spoke on the matter.
Chairman Pilié spoke on the matter.
President Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 26-5-2

2026-0160

An ordinance approving and authorizing the execution of Change Order No. 1 for the Des Allemands Boat Launch (Project No. P210705), to increase the contract amount by \$149,223.04 and increase the contract time by thirty (30) days.

Sponsors: Mr. Jewell and Department of Public Works

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

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 26-5-3

2026-0161

An ordinance to provide for the installation of "ALL-WAY STOP" signs at the intersection where Monsanto Avenue meets Monsanto Avenue in the Kellogg Addition II Subdivision, in Luling.

Sponsors: Ms. Fonseca

Reported:
Councilwoman Fonseca Recommended: Approval
Councilwoman Fonseca spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 26-5-4

PERSONS TO ADDRESS THE COUNCIL

2026-0168

Mr. Kent Chambliss: Nuclear Regulatory Commission Assessment of Waterford.

Mr. Kent Chambliss spoke on the matter.
Mr. Kevin Cook-Smith spoke on the matter.
Mr. Kent Chambliss spoke on the matter.

Heard

APPOINTMENTS

2026-0133

A resolution appointing Ms. Marilyn K. Ross to the St. Charles Parish Planning & Zoning Commission as the District I Representative.

VOTE ON THE APPOINTMENT OF MS. MARILYN K. ROSS

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

Nay: 0

Enactment No: 6908

2026-0134

A resolution appointing Mr. Richard J. Folse, Jr. to the St. Charles Parish Planning & Zoning Commission as the District VII Representative.

VOTE ON THE APPOINTMENT OF MR. RICHARD J. FOLSE, JR

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

Nay: 0

Enactment No: 6909

2026-0156

A resolution appointing a member to the St. Charles Parish Communications District representing the St. Charles Parish Sheriff's Office. Nominee: Chairman Pilié stated that nomination provided by the St. Charles Parish Sheriff's Office is Lt. Devin Lavergne. Nomination(s) Accepted A motion was made by Councilmember deBruler, seconded by Councilmember Comardelle, to Close Nomination(s) for File No. 2026-0156. The motion carried by the following vote: Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler Nay: 0 Nomination(s) Closed

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2026-0169

Official Journal Appointment - Authorize Advertisement for Acceptance of Proposals Authorize the Advertisement for Acceptance of Proposals; carried by the following vote: Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler Nay: 0 Authorized

ADJOURNMENT

A motion was made by Councilmember deBruler, seconded by Councilmember Wilson, to adjourn the meeting at approximately 7:02 pm. The motion carried by the following vote: Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato Council Secretary

Publish: June 11, 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, JUNE 1, 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.

2026-0171 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 26-6-1 An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 2, Administration, Article II., Departments, by adding Sec. 2-24 to create the Department of engineering and provide for its responsibilities and functions.

WHEREAS, a need exists within the structure of St. Charles Parish for the creation of a Department of engineering; and,

WHEREAS, a central system of administration is needed including but not limited to planning, design and management of the public infrastructure to ensure safety, efficiency and community growth; and,

WHEREAS, Article III. of the Home Rule Charter, states the Parish Council may create parish departments, offices or agencies in addition to those created by the Home Rule Charter.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances, Chapter 2, Administration, Article II., Departments, by adding Sec. 2-24 to create the Department of engineering, on the Chapter's title page is hereby amended with new text underlined and deleted text in strikethrough:

Article II. Departments

- Sec. 2-17. Department of community services. Sec. 2-18. Department of homeland security and emergency preparedness. Sec. 2-19. Department of public works. Sec. 2-20. Department of mosquito control. Sec. 2-21. Department of legal services. Sec. 2-22. Department of waterworks. Sec. 2-23. Department of economic development and tourism. Secs. 2-24 - 2-50 Reserved. Sec. 2-24. Department of engineering. Secs. 2-25 - 2-50. Reserved.

SECTION II. That the St. Charles Parish Code of Ordinances, Chapter 2, Administration, Article II., Departments, by adding Sec. 2-24 to create the Department of engineering, is hereby amended with new text underlined.

Sec. 2-24. Department of engineering.

- (a) Created. There is hereby created the Department of engineering, the director of which shall be a duly licensed professional engineer. (b) Functions and Responsibilities. The functions and responsibilities of the Department shall be to: (1) provide, oversee and/or manage engineering services for all Parish Departments. (2) Develop and manage all in-house and consultant design and construction projects inclusive of all infrastructure related projects as well as building(s), parks, and recreation projects. (3) Review and approve certain Planning and Zoning Permit submittals, inclusive of drainage, traffic and wastewater submittals. (4) Beyond physical engineering and architectural services, the Department will handle design and construction functions in conjunction with other Parish Departments. (5) Prepare bid documents and oversee the public bidding process for projects in accordance with the Louisiana Public Bid Laws. (6) Develop a Capital Project Program and Plan for infrastructure related improvements and required budgeting. (7) Perform other such duties as may be directed by the Parish President. (c) Appointment of a licensed Professional Engineer. The licensed Professional Engineer to be Director of the Department of engineering shall be appointed by the parish president as stated in article III, section C.1.b. of the Home Rule Charter.

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

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

And the ordinance was declared adopted this 1st day of June, 2026, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Impastato SECRETARY: Michelle Impastato DLVD/PARISH PRESIDENT: June 12, 2026 APPROVED: DISAPPROVED: PARISH PRESIDENT: Matt Jewell RETD/SECRETARY: June 2, 2026 AT: 2:48pm RECD BY:

2026-0162

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

ORDINANCE NO. 26-6-2

An ordinance to approve and authorize the Parish President to execute an Act of Sale by St. Charles Parish, for a portion of property known as Eastern Greenbelt Park, described as Lot 1-A, Block F-I, and Lot 11-A, Block H, Norco, Louisiana 70079, in the amount of \$20,000.00.

WHEREAS, the Eastern Greenbelt Park is comprised of Lot 1-A of Block F-I and Lot 11-A, Block H, of Good Hope Subdivision, which are owned by St. Charles Parish and Lots 31, 32, and 33, Block E of Good Hope Subdivision, which are owned by Sewerage District No. 1 of the Parish of St. Charles, and will be treated as a separate sale; and,

WHEREAS, Ordinance No. 06-1-21 adopted on January 23, 2006, by the St. Charles Parish Council, approved and authorized the execution of an Act of Donation and Acceptance of two Recreational Parks in Norco, Eastern Greenbelt Park and Western Greenbelt Park, in Norco by Motiva Enterprises, LLC, Shell Chemical LP, Shell Oil Company, and SCOGI Louisiana Holdings LLC, to St. Charles Parish; and,

WHEREAS, St. Charles Parish Department of Parks and Recreation has worked to dispose of underutilized park properties and park acreage across the Parish, while continuing to make strategic investments in other park facilities across the Parish to better serve the recreational needs of residents; and,

WHEREAS, over time, St. Charles Parish has made substantial investments in other Norco parks, including Bethune Park, Sacred Heart Park, Spillway Park, and Wetland Watchers Park, to better meet the recreational needs of the community; and,

WHEREAS, the 2023 Parks and Recreation Master Plan Update recommends the disposition of certain underutilized park properties in order to better align Parish resources with current and future recreational needs; and,

WHEREAS, the consolidation of park properties will allow for more effective allocation of resources and long-term maintenance; and,

WHEREAS, St. Charles Parish no longer uses the property for the purpose for which it was previously intended and no longer serves a public purpose; and,

WHEREAS, Equilon Enterprises LLC (Shell Oil Products US) has offered to purchase Lot 1-A of Block F-I and Lot 11-A, Block H, of the Eastern Greenbelt Park in the amount of \$20,000.00; and,

WHEREAS, proceeds from the sale of said property will be reinvested into recreational facilities in Norco to continue serving the community.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Council hereby declares that the Eastern Greenbelt Park, described as Lot 1-A, Block F-I, and Lot 11-A, Block H, located in Norco, Louisiana, is no longer needed for a public purpose.

SECTION II. The St. Charles Parish Council hereby approves the sale of property known as the Eastern Greenbelt Park, described as Lot 1-A, Block F-I, and Lot 11-A, Block H, located in Norco, Louisiana, in the amount of \$20,000.00.

SECTION III. That the Parish President is further authorized to execute an Act of Sale and any and all documents deemed necessary to sell property known as Eastern Greenbelt Park, described as Lot 1-A, Block F-I, and Lot 11-A, Block H, located in Norco, Louisiana.

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

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

And the ordinance was declared adopted this 1st day of June, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Impastato SECRETARY: Michelle Impastato DLVD/PARISH PRESIDENT: June 2, 2026 APPROVED: DISAPPROVED: PARISH PRESIDENT: Matt Jewell RETD/SECRETARY: June 9, 2026 AT: 2:48pm RECD BY:

2026-0170

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

ORDINANCE NO. 26-6-3

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix A. - 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.

WHEREAS, Data centers and digital infrastructure are a growing component of the modern economy, supporting cloud computing, artificial intelligence, telecommunications, and business operations; and,

WHEREAS, St. Charles Parish has a long history of supporting large-scale industrial development and possesses the infrastructure and industrial corridors, necessary to accommodate such uses; and,

WHEREAS, Data centers represent a form of industrial development that, when properly sited and designed, can operate with minimal impacts related to traffic, emissions, and surrounding land uses; and,

WHEREAS, Data centers are not specifically defined or regulated under the current St. Charles Parish Zoning Ordinance, and may otherwise be interpreted as permitted uses within existing industrial zoning districts; and,

WHEREAS, the Parish recognizes that data centers are not a one-size-fits-all use and range from smaller, lower-impact facilities to large-scale campuses, each with different infrastructure and land-use considerations; and,

WHEREAS, the Parish desires to provide clarity and predictability for both residents and industry by establishing reasonable standards for the siting and operation of data centers; and,

WHEREAS, the Parish further desires to ensure that data center development occurs in a manner that is compatible with surrounding land uses and includes appropriate safeguards related to noise, setbacks, and visual impacts; and,

WHEREAS, these amendments are intended to proactively establish standards and protections, rather than restrict or prohibit data center development, while preserving the Parish's ability to attract appropriate economic investment; and,

WHEREAS, the Planning and Zoning Department recommended approval of these amendments; and,

WHEREAS, the Planning and Zoning Commission recommended approval at its regular meeting on May 7, 2026.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The St. Charles Parish Zoning Ordinance of 1981, Section III. - Definitions, is amended to add the definition for Data center to the list of terms in alphabetical order, as new text written in underline below:

Data center: a facility, campus of facilities, or interconnected facilities with a primary purpose of processing, storage, retrieval, or communication of data and developed to power, cool, secure, or connect its own equipment or the equipment of its customers. Does not include data processing, storage, retrieval, or communication equipment customarily incidental to an otherwise permitted use, such as servers associated with an office building.

SECTION II. The St. Charles Parish Zoning Ordinance of 1981, Section VI. - Zoning district criteria and regulations., D. Manufacturing and industry districts, [I.] M-1 Light manufacturing and industry district., 1. Use Regulations, a. A building or land shall be used only for the following purposes:, is amended to add the additional text shown in underline below:

(32) Data Centers (without onsite primary energy generating facilities supplying continuous power during normal operations), in accordance with Section VII, Supplemental Use and Performance Regulations

SECTION III. The St. Charles Parish Zoning Ordinance of 1981, Section VI. - Zoning district criteria and regulations., D. Manufacturing and industry districts, [II.] M-2 Heavy manufacturing and industry., 1. Use Regulations, a. A building or land shall be used for the following purposes:, is amended to add the additional text shown in underline below:

(12) Data Centers (with onsite primary energy generating facilities supplying continuous power during normal operations), in accordance with Section VII, Supplemental Use and Performance Regulations

SECTION IV. The St. Charles Parish Zoning Ordinance of 1981, Section VII. - Supplemental use and performance regulations., is amended to add the additional text shown in underline below:

- 1. The following uses are subject to the regulations set forth herein: Bars, dancehalls, nightclubs, taverns. a. A Class A liquor license is required through the St. Charles Parish Sheriff's Office. Data Centers Data Centers shall be subject to the additional regulations and requirements set forth below: a. Data Centers utilizing onsite primary energy generating facilities supplying continuous power during normal operations are limited to the M-2, Heavy manufacturing and industry zoning district. In addition

to the requirements of this section, energy-generating facilities and associated equipment (including fuel storage) for this type of development are subject to the Special Provisions outlined under the M-2, Heavy manufacturing and industry zoning district.

i. Emergency, back-up, or redundant power generation that can independently power a facility during a power loss or disruption in primary power availability is permissible in the M-1 zoning district providing that it complies with the requirements of this section.

b. Setbacks. Primary buildings and equipment must be a minimum of three hundred feet (300') from residential zoning districts, and the property boundaries of school sites (including day care centers), assisted living facilities/nursing homes, or parks. Accessory uses of lesser intensity such as offices and parking facilities may be developed within this area.

c. Landscape Buffer. A landscape buffer must be installed where data center developments are adjacent to residential zoning districts, school sites (including day care centers), assisted living facilities/nursing homes, or parks.

If existing vegetation is adequate to meet the intent of the required landscape buffer, this existing vegetation may be utilized for all or part of the required landscape buffer.

The landscape buffer shall comply with the following requirements:

i. The landscape buffer shall be at least 25 feet deep and may be part of the minimum setback distance.

ii. The landscape buffer shall be free of any structures, equipment, storage areas, parking facilities, etc.

iii. The landscape buffer must consist of a continuous line of native Class A and Class B trees and shrubs as listed in Section VIII, I, Landscaping requirements Tables 8-4 and 8-5, layered in a manner to create a dense, opaque, four-season visual barrier. The following specific planting criteria apply:

- 1. A minimum of 50 percent of all plants must be evergreen.
2. No more than 30 percent of any one species will be allowed.
3. Evergreen trees must be a minimum of six feet in height at installation.
4. Deciduous trees must have a minimum of 2 1/2 inches caliper at installation.
5. All shrubs must be a minimum of 18 inches in height at installation.
6. A minimum of 50 percent of the evergreen shrubs must reach a minimum of five feet within three years of installation.

iv. An earthen berm and/or solid wall may be used in lieu of a fully planted, layered buffer as described above, provided the berm and/or wall is a minimum of six feet above the adjacent average ground level, is appropriately sloped and topped with ground cover plantings to ensure stability, and supplemented with Class A evergreen trees spaced appropriately to ensure survival according to their type along either side of the berm or wall.

v. Stamped landscape plans by a licensed landscape architect or landscape horticulturalist is required for permitting. At the completion of the landscape buffer installation a certification of completion signed by the licensed landscape architect or landscape horticulturalist designer of record must be submitted to the parish.

vi. Failure to continuously maintain the foregoing visual buffers will constitute a violation of the Zoning Ordinance.

vii. Required landscape buffers do not substitute for the standard landscaping requirements as per Zoning Ordinance Section VIII. - Site plan review and design requirements.

d. Equipment Screening. Ground-mounted and roof-mounted equipment used for cooling, ventilating, or otherwise operating the facility, including backup power generators, shall be screened from public roadways, residential zoning districts, school sites (including day care centers), assisted living facilities/nursing homes, or parks to minimize visual and noise impacts. The following methods may be used to screen equipment:

- i. Full enclosures (when mechanically feasible).
ii. The principal data center building(s) or accessory building(s)
iii. A visually solid fence, screen wall or panel, parapet wall, which may be designed with louvered panels or perforated surfaces for ventilation.
iv. Landscape buffering (including existing vegetation) as detailed by section c. above.

e. Noise. The following requirements are intended to address noise impacts from Data Centers and apply when adjacent to Residential Areas, Public Spaces, and Noise Sensitive Areas as defined under Chapter 24 - NOISE.

Notwithstanding any other provisions of law, whether general or specific, this section shall govern and supersede all other laws, regulations, or ordinances to the extent that they are less restrictive than the provisions of this section.

- i. Any noise produced by the Data Center shall not exceed fifty-five (55) dBA, as measured at any property line adjacent to Residential and Noise Sensitive Areas.
ii. Testing backup power generators and similar equipment shall be limited to weekdays between the hours of 7:00 a.m. and 6:00 p.m.

f. Adjacency. For the purposes of this section, "adjacent" is defined as two lots of record and/or parcels, sharing a common property line or any situation where two lots of record and/or parcels would share a common property line but are separated by an undivided road, undivided street, rail line, and/or drainage conveyance; and no other lot of record and/or parcels exists between them.

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

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

And the ordinance was declared adopted this 1st day of June, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: June 2, 2026
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: June 2, 2026
AT: 2:48pm RECD BY: [Signature]

2026-0172
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 26-6-4
An ordinance approving and authorizing the execution of a Professional Services Agreement with All South Consulting Engineers, LLC, for the Milling Drainage Improvements (Project No. P260501), in the lump sum of \$85,575.00.

WHEREAS, St. Charles Parish desires to improve the Luling/Luling I-310 Watershed by channelizing flow from Hall Street to Vial Lane; and,

WHEREAS, in order to achieve the drainage improvements a topographic survey and boundary survey must be completed to allow St. Charles Parish to establish a baseline; and,

WHEREAS, St. Charles Parish and All South Consulting Engineers, LLC, have mutually agreed upon a lump sum amount of \$85,575.00 to complete the Milling Drainage Improvements (Project No. P260501).

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles

Parish and All South Consulting Engineers, LLC, for the Milling Drainage Improvements (Project No. P260501) is hereby approved and accepted, in the lump sum of \$85,575.00.

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

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

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

And the ordinance was declared adopted this 1st day of June, 2026, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: June 2, 2026
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: June 2, 2026
AT: 2:48pm 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 All South Consulting Engineers, LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for Milling Drainage Improvements, Parish Project No. P260501 as described in Ordinance No. 26-6-4 which is attached hereto and made a part thereof.

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:

Milling Drainage Improvements
Parish Project No. P260501

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

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

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

3.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

4.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

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

**6.0 DEFECTIVE WORK**

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

**7.0 NOTICE TO PROCEED**

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

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

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

**8.0 PAYMENTS**

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

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

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

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

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

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

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

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

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

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

**9.0 BUDGET LIMITATIONS**

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

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

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

**10.0 FUNDS**

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

**11.0 TERMINATION OR SUSPENSION**

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

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

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

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

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

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

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

**12.0 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.

<p><b>ALL SOUTH CONSULTING ENGINEERS, LLC</b></p> <p>By: _____</p> <p>Name: Stephen C. Bourg, PE</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>ST. CHARLES PARISH</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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**ATTACHMENT "A"**

Milling Drainage Improvements  
 Parish Project No. P260501

**Project Scope:**

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

**Surveys:**

- A topographic survey shall be performed utilizing NAD 83, Louisiana State Plane Coordinate System South Zone (1702) and NAVD 88 Geoid 18 for horizontal and vertical reference.
- A boundary survey of the property, owned by the Roman Catholic Church of New Orleans according to the parish assessors' site, bounded on the northeast by Angus Drive and the southwest by Vial Lane as shown on the attached Exhibit A.

**Survey specifications:**

- Temporary benchmarks shall be established every 1000ft within the project area.
- Above and below ground utilities shall be located based on markings provided by LA One Call.
- Locate all underground drainage and sewer pipes/structures recording the top of casting elevation, sump, connected pipe inverts, material, and sizes.
- Provide descriptions, locations diameters of all trees 24" and larger within the project shown with a tree line marking.
- Locations of all buildings, fences, and other structures or permanent site features.
- Cross sections along roadways at 250ft intervals.
- Cross sections along the ditches of the church property and the Courville ditch at 250ft intervals and 100ft intervals for smaller ditches.
- Locations of all apparent rights of ways and servitudes shall be shown on the final survey.

The deliverable for this survey is: plan, profile, and cross section sheets along each of the streets and ditches shown on the attached Exhibit A.

**A. SURVEY**

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

1. Established baselines and temporary benchmarks along the project corridor and specified datums used,

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

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

**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

**ATTACHMENT "B"**

Milling Drainage Improvements  
Parish Project No. P260501

**Project Schedule:**

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

Survey Services 90 days

**Time for Completion**

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**ATTACHMENT "C"**

Milling Drainage Improvements  
Parish Project No. P260501

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

- a. Surveying \$85,575.00



**2026-0163**  
**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT**  
**(DEPARTMENT OF PARKS AND RECREATION)**

**ORDINANCE NO. 26-6-5**  
An ordinance of the St. Charles Parish Council as the governing authority of the Sewerage District No. 1 of the Parish of St. Charles to approve and authorize the Parish President to execute an Act of Sale for property known as Eastern Greenbelt Park, described as Lots 31, 32, and 33, in Good Hope Subdivision, Block E, Norco, Louisiana, 70079 in the amount of \$80,000.00.

**WHEREAS**, the Eastern Greenbelt Park is comprised of Lots 31, 32, and 33, Block E of Good Hope Subdivision, which are owned by Sewerage District No. 1 of the Parish of St. Charles, and Lot 1-A of Block F-I and Lot 11-A, Block H, of Good Hope Subdivision which are owned by St. Charles Parish and will be treated as a separate sale; and,  
**WHEREAS**, Sewerage District No. 1 of the Parish of St. Charles purchased Lots 31, 32, and 33, Block E of Good Hope Subdivision on July 10, 1972; and,  
**WHEREAS**, Lots 31, 32, and 33, Block E of Good Hope Subdivision are part of the Eastern Greenbelt Park; and,  
**WHEREAS**, Ordinance No. 86-5-6 adopted on May 5, 1986, by the St. Charles Parish Council, approved and authorized the abolishment of the Board of Supervisors and the transfer of functions of the Sewerage District No. 1 of the Parish of St. Charles to St. Charles Parish Council; and,  
**WHEREAS**, St. Charles Parish Parks and Recreation has worked to dispose of underutilized park properties and park acreage across the Parish, while continuing to make strategic investments in other park facilities across the Parish to better serve the recreational needs of residents; and,  
**WHEREAS**, over time, St. Charles Parish has made substantial investments in other Norco parks, including Bethune Park, Sacred Heart Park, Spillway Park, and Wetland Watchers Park, to better meet the recreational needs of the community; and,  
**WHEREAS**, the 2023 Parks and Recreation Master Plan Update recommends the disposition of certain underutilized park properties in order to better align Parish resources with current and future recreational needs; and,  
**WHEREAS**, the consolidation of park properties will allow for more effective allocation of resources and long-term maintenance; and,  
**WHEREAS**, St. Charles Parish no longer uses the property for the purpose for which it was previously intended and no longer serves a public purpose; and,  
**WHEREAS**, Equilon Enterprises LLC (Shell Oil Products US) has offered to purchase Lots 31, 32, and 33, Block E of the Eastern Greenbelt Park in the amount of \$80,000.00; and,  
**WHEREAS**, proceeds from the sale of said property will be reinvested into recreational facilities in Norco to continue serving the community.

**THE ST. CHARLES PARISH COUNCIL, ACTING AS THE GOVERNING AUTHORITY OF THE SEWERAGE DISTRICT NO. 1 OF THE PARISH OF ST. CHARLES, HEREBY ORDAINS:**

**SECTION I.** That the St. Charles Parish Council hereby declares that the Eastern Greenbelt Park, comprised of Lots 31, 32, and 33, Block E and Lots 1-A, Block F-I, and 11-A, Block H, in Norco, Louisiana, 70079, is no longer needed for a public purpose.

**SECTION II.** The St. Charles Parish Council hereby approves the sale of Lots 31, 32, and 33, which compose part of the Eastern Greenbelt Park in Norco, Louisiana, in the amount of \$80,000.00.

**SECTION III.** That the Parish President is hereby authorized to execute an Act of Sale and any and all documents deemed necessary to sell Lots 31, 32, and 33, which compose part of the Eastern Greenbelt Park, in Norco, Louisiana.

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

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

And the ordinance was declared adopted this 1<sup>st</sup> day of June, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:   
SECRETARY:   
DLVD/PARISH PRESIDENT: June 2, 2026  
APPROVED: DISAPPROVED:  
PARISH PRESIDENT:   
RET/SECRETARY: June 2, 2026  
AT: 2:48 PM RECD BY:

**2026-0182**  
**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT**  
**(DEPARTMENT OF PLANNING & ZONING)**

**RESOLUTION NO. 6910**  
A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, item 3. Arrangement, as requested by Glendon Nelson Jr.

**WHEREAS**, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,  
**WHEREAS**, the Subdivision Regulations require lots to conform with street frontage requirements and minimum width, depth, area, and setbacks as per the St. Charles Parish Zoning Ordinance; and,  
**WHEREAS**, the applicant has requested a waiver from the street frontage requirement for Lots L13A-2, L13A-3, and L13A-4 as shown on the survey by J.F. Ruello, PLS, dated January 6, 2026; and,  
**WHEREAS**, granting the waivers will allow Lots L13A-2, L13A-3, and L13A-4 without direct frontage on a public street or roadway meeting the specifications of the subdivision regulations; and,  
**WHEREAS**, the Planning and Zoning Commission approved the resubdivision with the waiver at its meeting on May 7, 2026.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL**, hereby provides this supporting authorization to endorse a waiver from the minimum size and width requirements to allow Lots L13A-2, L13A-3, and L13A-4 as shown on a survey by J.F. Ruello, PLS dated January 6, 2026, as requested by Glendon Nelson Jr.

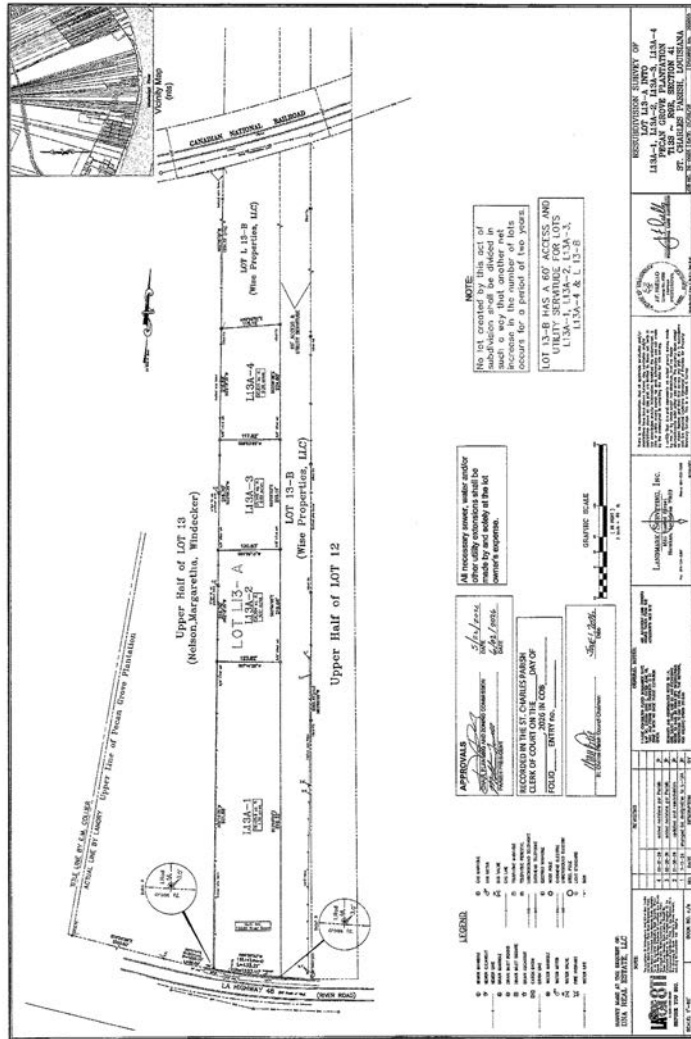
The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

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

And the resolution was declared adopted this 1st day of June, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: June 2, 2026
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: June 2, 2026
AT: 2:48pm RECD BY: [Signature]



2026-0183
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE)
RESOLUTION NO. 6911

A resolution approving and authorizing the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority and the St. Charles Parish Government regarding the engineering and design of the Lake Salvador Shoreline Protection Project (BA-0292).

WHEREAS, the Lake Salvador shoreline has been degraded by daily vessel traffic, strong south winds, and storm events, and were identified as priorities for restoration in the St. Charles Parish Strategic Habitat, Infrastructure, & Ecosystems for Louisiana's Defense ("SHIELD") Plan; and,

WHEREAS, the Lake Salvador Shoreline Protection project (herein after referred to as "project") will deliver a shovel-ready, 15-mile shoreline protection project along three reaches of Lake Salvador shoreline bordering the Salvador Wildlife Management Area (WMA) and Timken WMA; and,

WHEREAS, the CPRA allocated \$3,000,000.00 in funding under the Fiscal Year 2023 Gulf of America Energy Security Act (GOESA) allocation, formerly known as Gulf of Mexico Energy Security Act (GOMESA), and \$377,781.75 in funding under the Fiscal Year 2026 GOAESA allocation to be applied to the project; and,

WHEREAS, the CPRA has prepared the necessary Intergovernmental Agreement to provide funding for the project, and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL do hereby approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority and the St. Charles Parish Government for funding to complete the engineering and design on the Lake Salvador Shoreline Protection Project (BA-0292).

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

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

And the resolution was declared adopted this 1st day of June, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: June 2, 2026
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: June 2, 2026
AT: 2:48pm RECD BY: [Signature]

INTERGOVERNMENTAL AGREEMENT
BETWEEN
STATE OF LOUISIANA
THROUGH THE
COASTAL PROTECTION AND RESTORATION AUTHORITY
AND THE
ST. CHARLES PARISH GOVERNMENT
REGARDING
ENGINEERING AND DESIGN OF THE
LAKE SALVADOR SHORELINE PROTECTION PROJECT
PROJECT No. BA-0292

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 the ST. CHARLES PARISH GOVERNMENT (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, 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 its Home Rule Charter and Article VII, Section 14 of the Louisiana Constitution; and

WHEREAS, LOCAL is authorized under Article VI, Part III of the Louisiana Constitution to provide for the construction and maintenance of levees, levee drainage, flood protection, and hurricane flood protection within the territorial jurisdiction of LOCAL, and all purposes incidental thereto, including on its own behalf or for the areas or the levee districts under its authority; and

WHEREAS, the PARTIES desire to enter into this AGREEMENT for the purpose of lessening the threat of harm to citizens and damage to property in St. Charles Parish through the reduction of shoreline degradation, by engineering and designing the LAKE SALVADOR SHORELINE PROTECTION PROJECT (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 1 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 engineer and design the PROJECT pursuant to this AGREEMENT, and should LOCAL subsequently construct the PROJECT, LOCAL shall be solely responsible for the operation, maintenance, repair, rehabilitation, and replacement ("O&M") of the PROJECT, including any required mitigation associated therewith; 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 IDENTIFICATION

A. PURPOSE

The purpose of this AGREEMENT is to set forth the terms, conditions, and responsibilities to be performed by LOCAL and CPRA in the engineering and design of the PROJECT, which will culminate in the construction of a 15-mile shoreline protection project along three reaches of the Lake Salvador Shoreline.

B. IDENTIFICATION

For the purpose of administration, identification, and record keeping, State Project Number BA-0292 is assigned to this PROJECT. This number will be used to identify all PROJECT costs.

ARTICLE II

SCOPE AND PROJECT DESCRIPTION

The objective of the Engineering and Design (E&D) phase of the PROJECT is to deliver a shovel-ready, 15-mile shoreline protection project along three reaches of Lake Salvador shoreline bordering the Salvador Wildlife Management Area (WMA) and Timken WMA, which have been degraded by daily vessel traffic, strong south winds, and storm events, and which were identified as priorities for restoration in the St. Charles Parish Strategic Habitat, Infrastructure, & Ecosystems for Louisiana's Defense ("SHIELD") Plan.

The scope of work for the PROJECT shall be consistent with ARTICLE III ("PROJECT RESPONSIBILITY"), and as identified in ATTACHMENT A ("SCOPE OF WORK"), which shall be attached hereto, incorporated herein, and made part of this AGREEMENT.

ARTICLE III

PROJECT RESPONSIBILITY

A. CPRA PROJECT RESPONSIBILITY

- 1. Provide funding to LOCAL in accordance with the terms and conditions of this AGREEMENT for the engineering and design of the PROJECT.
2. Provide appropriate CPRA personnel for consultation, as necessary.
3. Provide access to relevant engineering and design resources, as necessary.

4. Review and approve design criteria developed by LOCAL.
5. If requested by CPRA, perform secondary review of any design documents, plans and specifications. LOCAL shall be responsible for primary review and shall provide comments on any design documents, plans and specifications.
6. If requested by CPRA, review and approve any Notice to Proceed ("NTP") for work pertaining to the PROJECT. However, in the event that a NTP has been issued prior to CPRA's approval, LOCAL shall provide all associated documentation related to the Scope of Work or associated costs to CPRA's Project Manager, identified in ARTICLE VI ("RECORD KEEPING AND MONITORING") of this AGREEMENT, as soon as possible.
7. Review and approve any Scope of Work changes for the PROJECT.
8. If Value Engineering is requested by either PARTY, review and approve all cost savings resulting from Value Engineering.

#### B. LOCAL PROJECT RESPONSIBILITY

1. Perform and/or contract to perform the engineering and design 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, and any approval by CPRA shall be construed solely as acknowledgment thereof. LOCAL shall be responsible for submitting complete and accurate documentation.
  - b. Engineering and design 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 for review and written approval prior to initiation of any engineering and design 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.
2. 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 design documents, plans and specifications. LOCAL shall provide all design documents, plans and specifications to CPRA. At CPRA's request, LOCAL shall obtain written approval of design documents, plans and specifications from CPRA's Project Manager.
  - 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. However, in the event that a NTP has been issued prior to CPRA's approval, LOCAL shall provide all associated documentation related to the Scope of Work or associated costs to CPRA's Project Manager as soon as possible.
  - c. LOCAL shall properly document, organize, and submit all Scope of Work changes 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. 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.
  - e. Upon request of LOCAL in writing, CPRA, in its sole discretion, may complete its review in less than the required minimum period.
  - f. LOCAL shall submit Certified Monthly Monitoring Reports, as provided in ATTACHMENT C to this AGREEMENT, to CPRA's Project Manager.
3. Provide any PROJECT-related documents requested or required by CPRA, and as detailed in ARTICLE IV ("DELIVERABLES") of this AGREEMENT.
4. 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.
5. 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 contract(s) and any amendment(s) entered into between LOCAL and its consultant(s), contractor(s), subcontractor(s), and/or vendor(s) (hereinafter referred to as the "SERVICES CONTRACT DOCUMENTS").
6. 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.
7. Determine the land rights, easements, rights-of-way, relocations, disposal areas, and servitudes ("LERRDS") that may be necessary for construction of the PROJECT. However, LOCAL understands and agrees that the scope of this AGREEMENT shall not include the acquisition of LERRDS, including, but not limited to, appraisals, review appraisals, or acquisition of property, in either partial or full ownership.
8. Acquire any and all federal, state, and local permits and/or any other authorizations that are required for construction and O&M of the PROJECT, including, but not limited to, letters of no objection, Coastal

Use Permits, and authorization under Section 408. LOCAL shall submit copies of applicable permits and/or other authorizations to CPRA prior to initiating any regulated and/or permitted design and/or construction-related activity.

- C. Notwithstanding any other provision of this AGREEMENT, CPRA's consultation, provision of resources or personnel, review, attendance at meetings or inspections, consideration of, comments on, revisions to or revised versions of, approval, authorization, inspection, verification, or any other action in relation to any design documents, plans, specifications, LERRDS requirements or property rights, letters of no objection, SERVICES CONTRACT DOCUMENTS, NTP, status reports, expenditures, invoices, payments, services, or any other work or documentation shall not be construed as any acceptance or assumption of any liability whatsoever arising therefrom or from any deficiencies or defects therein, whether hidden or apparent.

#### 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, 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 and/or records for any 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, completed in accordance with ATTACHMENT A ("SCOPE OF WORK") to this AGREEMENT, and in accordance with the SERVICES CONTRACT DOCUMENTS; and
  3. Written certification that the detailed monthly invoices meet all applicable federal, state, and local laws, rules, and regulations.
- C. 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.
- D. 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.
- E. 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, plans and specifications, data collection, and technical reports.

#### ARTICLE V

##### PROJECT FUNDING AND PAYMENT

This AGREEMENT shall be administered as follows:

- A. CPRA shall provide to LOCAL, a maximum of \$3,377,781.75 for the engineering and design of the PROJECT from qualified revenues generated from Outer Continental Shelf oil and gas activity provided to CPRA under GOMESA (hereinafter referred to as the "PROJECT FUNDS"). The PROJECT FUNDS available to LOCAL for the engineering and design of the PROJECT are as follows: \$377,781.75 from the Fiscal Year 2026 GOMESA fund allocation, and \$3,000,000.00 from the Fiscal Year 2023 GOMESA fund allocation.
- B. 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.
- C. Any additional funds required for completion of the PROJECT in excess of the maximum PROJECT cost of \$3,377,781.75 shall be the sole responsibility of LOCAL. LOCAL will be paid up to an amount not to exceed a maximum of \$3,377,781.75, 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.
- D. 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.
- E. 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 \$3,377,781.75 shall be the sole responsibility of LOCAL.
- F. 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.
- G. 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"). However, any costs associated with LOCAL staff time for any work for the PROJECT are ineligible for payment by CPRA under this AGREEMENT. Costs for contracted work are identified as eligible or ineligible for payment by CPRA under this AGREEMENT as follows:

1. Costs for the engineering and design of the **PROJECT** in accordance with **ATTACHMENT A** ("SCOPE OF WORK"), and the terms and conditions of this **AGREEMENT**, are eligible for payment by **CPRA** under this **AGREEMENT**, unless they have been otherwise identified as ineligible for payment in this **ARTICLE**.
  2. Any costs associated with the management and oversight of work for the **PROJECT** are eligible for payment by **CPRA** under this **AGREEMENT**.
  3. Any costs associated with determining the land rights, easements, rights-of-way, relocations, disposal areas, and servitudes ("LERRDS") that may be necessary for construction are ineligible for payment by **CPRA** under this **AGREEMENT**.
  4. Any costs associated with the acquisition of LERRDS, which include, but are not limited to, the cost of appraisals, review appraisals, or acquiring property in either partial or full ownership, whether permanent or temporary in nature, are ineligible for payment by **CPRA** under this **AGREEMENT**. **LOCAL** understands and agrees that **LOCAL** shall be solely responsible for any costs associated with the acquisition of LERRDS.
  5. Any costs associated with the acquisition of any and all federal, state and local permits and/or any other authorizations that are required for construction and O&M of the **PROJECT** are ineligible for payment by **CPRA** under this Agreement.
- H. 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.
- I. 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. Engineering and design of the **PROJECT** shall at all times be 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 engineering and design 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 Vida Carver, P.E., or her 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, and the U.S. Department of the Interior's ("DOI") regulations relative to the **PROJECT FUNDS** at 30 C.F.R. Part 1219, as amended. **LOCAL** and its consultant(s), contractor(s), and/or subcontractor(s) shall act in good faith to supply **CPRA** and/or the DOI 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** 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 DOI's Office of the Inspector General ("DOI OIG"), the U.S. Government Accountability Office ("GAO"), the Louisiana State Inspector General, and the Louisiana Legislative Auditor; however, prior to disposal of any **PROJECT** data, **LOCAL** shall obtain prior written approval from **CPRA**.

Each **PARTY** acknowledges and agrees that the DOI OIG, the GAO, the Louisiana State Inspector General, the Louisiana Legislative Auditor, the auditors of the Office of the Governor, and the Louisiana Division of Administration, 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.*, as applicable. **LOCAL** further agrees to make available to the DOI OIG, the GAO, the Louisiana State Inspector General, the Louisiana Legislative Auditor, the Office of the Governor, and the Louisiana Division of Administration 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 (42 U.S.C. § 2000d *et seq.* and § 2000e *et seq.*), as amended by the Equal Employment Opportunity Act of 1972 (Pub. L. 92-261); Section 504 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. § 793); the Vietnam Era Veteran's Readjustment Assistance Act of 1974 ("VEVRAA") (38 U.S.C. § 793); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681-1688); the Age Discrimination Act of 1975 ("ADEA"), as amended (42 U.S.C. § 6101 *et seq.*), and the requirements of the Americans with Disabilities Act of 1990 ("ADA") as amended (42 U.S.C. § 12101 *et seq.*), 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 to not 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 their consultant(s), contractor(s), and/or subcontractor(s) 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**, 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) La. R.S. 49:214.5.4(E), and (iv) 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, to the extent arising out of any negligent act or omission by, any intentional and wrongful act or omission by, any other legal fault including, but not limited to, strict liability of, or any breach of any law, regulation, ordinance, or term of this AGREEMENT by LOCAL, or its successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, or 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*, *ex 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, 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 or its officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, or other persons under its control.

##### C. DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against CPRA and the State of Louisiana, 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, by or arising out of any intellectual property provided by LOCAL or its successors, assigns, officials, officers, directors, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, or other persons under its control.

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

If the use of the product, material, service, or any component thereof is enjoined for any reason or if 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 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 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, LOCAL remains in default.

LOCAL shall not be obligated to indemnify that portion of a claim or dispute based upon 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 O&M 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 therefor. 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 theretofore 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 D 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) shall comply with the provision of the Hatch Act (5 U.S.C. § 1501, *et seq.*), as applicable, 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 SCPG: **Matthew Jewell**  
 Parish President  
 St. Charles Parish Government  
 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  
 Telephone: (225) 342-9900

## ARTICLE XXXVII

EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This AGREEMENT shall be effective commencing on *May 1, 2026*, and terminating on *December 31, 2029*, unless otherwise terminated or amended by written mutual agreement of all PARTIES or in accordance with the terms herein.



And the resolution was declared adopted this 1st day of June, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Impastato  
 SECRETARY: Michelle Impastato  
 DLVD/PARISH PRESIDENT: June 2, 2026  
 APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Matt Jewell  
 RETD/SECRETARY: June 2, 2026  
 AT: 2:48pm RECD BY: [Signature]

**2026-0156**  
**RESOLUTION NO. 6913**  
 A resolution appointing a member to the St. Charles Parish Communications District representing the St. Charles Parish Sheriff's Office.

WHEREAS, there exists a vacancy on the **ST. CHARLES PARISH COMMUNICATIONS DISTRICT** due to the resignation of **Lt. Mikel Melton** on **June 1, 2026**; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy. **NOW, THEREFORE, BE IT RESOLVED**, that **Lt. Devin Lavergne**, 260 Judge Edward Dufresne Parkway, Luling, LA 70070

is hereby appointed to fill the unexpired term on the **ST. CHARLES PARISH COMMUNICATIONS DISTRICT** representing the St. Charles Parish Sheriff's Office.

**BE IT FURTHER RESOLVED** that said appointment shall be effective **IMMEDIATELY** and shall expire **AUGUST 19, 2027**.

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

And the resolution was declared adopted this 1st day of June, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Impastato  
 SECRETARY: Michelle Impastato  
 DLVD/PARISH PRESIDENT: June 2, 2026  
 APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Matt Jewell  
 RETD/SECRETARY: June 2, 2026  
 AT: 2:48pm RECD BY: [Signature]

**2026-0169**  
**RESOLUTION NO. 6914**  
 A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2026 through June 2027.

WHEREAS, the Parish Council of the Parish of St. Charles, State of Louisiana, is required to select a newspaper to serve as Official Journal to publish the Official Proceedings of the Council.

**NOW, THEREFORE, BE IT RESOLVED, BY THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, ACTING AS THE GOVERNING AUTHORITY OF SAID PARISH:**

**SECTION I.** That the Parish Council hereby appoints **St. Charles Herald - Guide**

P.O.. Box 1199, Boutte, LA 70039 as the Official Journal for the period of June 2026 through June 2027.

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

And the resolution was declared adopted this 1st day of June, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Impastato  
 SECRETARY: Michelle Impastato  
 DLVD/PARISH PRESIDENT: June 2, 2026  
 APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Matt Jewell  
 RETD/SECRETARY: June 2, 2026  
 AT: 2:48pm RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

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

Publish: June 11, 2026

**Public Notice**

**St. Charles Parish Public Schools**  
 June 1 & 2, 2026 Board Retreat  
 06/01/2026 - 12:30 PM  
 Central Office Board Room  
 13855 River Road,  
 Luling, Louisiana 70070

**MEETING MINUTES**



The St. Charles Parish School Board Retreat began at 12:30 until 4:00 p.m. on Monday June 1, 2026, and at 8:00 a.m. until 4:00 p.m. on Tuesday, June 2, 2026, and was held at the following address:

Central Office Board Room; 13855 River Road; Luling, LA.  
 Board Retreat | June 1, 2026, Day 1 (12:30 - 4:00 p.m.) Live Link: <https://youtube.com/live/V62nkZptaRY?feature=share>  
 June 2, 2026, Day 2 (8:00 a.m. - 4:00 p.m.) Live Link: <https://www.youtube.com/live/jZ6azGh6Dv0?si=JTU48VjtU55n5jw>

**Voting Members**

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

**I. Opening Items**

Agenda attached.

**A. Call to Order**

Board President S. Cody called the Board Retreat to order.

**B. Roll Call**

Board President S. Cody noted that all eight board members, Superintendent Dr. Ken Oertling, and Executive Secretary Shelly Babineaux were present.

**II. Business Items**

Board President S. Cody prefaced the Retreat, noting that it is a 2-day program. He welcomed Superintendent Dr. Ken Oertling, who presented background on the LRSAP Phase X Year 4 update. Each goal presented and discussed will include objectives and action steps.

**A. Phase X Long Range Strategic Action Plan Update Goal A – Student Achievement**

Assistant Superintendent of Curriculum, Instruction & Assessment Ms. Angelle Babin presented to the Board. Board member B. Weber asked that data objectives be emailed to the Board. S. Cody asked if LPAC potential partnerships could be researched and reported back to the Board. A. Aucoin inquired about the year-to-year Diebels cohort scores and testing of 3-year-olds coming into the district. S. Cody inquired about counselor specifications and accountability. E. Alexander asked if grade-level tracking of student growth could be shared with all district counselors. Executive Director of Child Equity and Student Services Erin Crisham explained the student pathway process and possible PII issues sharing student info.

**Goal B - Goal B Student Well-being and Belonging**

Transportation and Child Nutrition plans were presented by Kade Rogers, Executive Director of Safety, Athletics & Ancillary Services. Discussions were held on bus discipline, code of conduct, and percentage of bus monitors. Lunch funding, vending machines, all-student participation, and training kitchens were also discussed.

Executive Director of Equity and Student Services Erin Crisham continued with Goal B – Student Support and Student Services.

College priority and career-readiness verbiage were discussed, as well as parent communication. Academic qualification data and career plan data will be researched. House Bill 283, "Teacher Shield Act," and related resolutions and responses, as well as repeat-offense shields, were also discussed.

**Goal C – Diverse, Effective and Engaged Employees**

Executive Director of Human Resources Teresa Brown presented to the Board. Discussions were held on retention rates, a diverse and effective workforce, REACH participants, and support. Teacher attendance will be reported to the Board as requested by S. Cody. Other areas discussed were employee health and wellness and increasing the district survey goal.

**Goal D – Resource Allocation**

Chief Finance Officer Adam Neighbors presented. Objections and action steps were presented and

discussed with the Board. The national average spending on instruction, including IT, will be reported to the board. BMI audits and employee health insurance were also discussed. The actual cost for the state health plan vs. our plan was requested by J. Smith.

Executive Director of IT, Kelsey Hegel, presented Technology. Items of discussion included increased internet capacity, phishing failures and their consequences, and upgrade and obsolescence plans.

**Goal E – Facilities Management - Athletics, Facilities and Safety**

Assistant Superintendent of Operations John Rome, Jr. presented Objections and Action Steps to the Board. Discussions were held regarding FMX work order times, kilowatt consumption, and fixtures funded by grants. R. Gregson suggested evaluating the liability potential for turf replacement and providing data. Executive Director of Safety, Athletics & Ancillary Services Kade Rogers presented Safety and Athletics to the Board. Items presented were safe school audits, digital emergency management, local refinery emergency safety student protocols and LPAC safety audits.

**Goal F – Stakeholder Investment**

Director of Public Information Regina McMillan, Director of Federal Programs Pat Smith and Community Engagement Coordinator Kelsey Pollock presented to the Board. Ms. McMillan reported on increasing website traffic and educational access opportunities with the community, as well as increased communication with stakeholders. Ms. Smith covered enhancing the English Language Learner (ELL) Program, increasing Family Center visits and activities, increasing stakeholder survey participation, and increasing community access to education. Ms. Pollock presented the new Alumni directory website and logo, as well as all initiatives promoting school Alumni Associations and Centers.

E. Alexander inquired about programs that support our libraries. Ms. Smith reported a close partnership with all libraries and student access. Ms. Boudreaux mentioned a new mothers' group to reach out to, and Mr. Gregson suggested leaning on industry for support.

Motion by K. Boudreaux; second by R. Gregson to adjourn this first day of Board Retreat.

**B. Fiscal Stabilization**

Board President S. Cody called Day 2 to order. All eight Board members, Superintendent Dr. Ken Oertling and Executive Secretary Shelly Babineaux were present. Superintendent Dr. Oertling prefaced the Fiscal Stabilization Item. Chief Financial Officer Adam Neighbors, Jason Akers with Foley, Judell Bond Attorneys, and an Ardent bond representative were also present. Discussions were held on sales tax bonds, revenue anticipation notes, the method of sale, and upcoming preliminary Board-approved resolutions, pending the Governor's MFP announcement today. Final numbers will be ready for the June 9, 2026, special Board meeting. Timelines, amounts, procedures, projections, and details of each option were also discussed.

**C. Budget/Debt Policy/Procedure Updates**

Superintendent Dr. Ken Oertling, Executive Director of Human Resources, and Chief Financial Officer Adam Neighbors presented Item II.C to the Board. T. Brown outlined the Human Resources hiring review process and explained the ESS substitute system, as requested by B. Weber. A. Neighbors presented, and discussions were held on proposed & existing debt and budget policies and procedures, with a side-by-side summary. Details of the upcoming June 9, 2026, special budget meeting and the Budget hearing prior to the June 23, 2026, Board meeting were presented. All information and the interim budget, when adopted, will be posted for the public.

The state MFP decision today, its impact, and our school system response were discussed and will be presented to the public. J. Smith inquired about a "call to action" from the public. S. Cody asked that anything not related to the budget be held until the miscellaneous item at the end of the Board agenda. An explanation of the RAN numbers will be included in the transmittal section of the Interim Budget, as requested by the Board. Many more internal budgeting and accounting controls are currently in place with the budget, and these future procedures were detailed. Dr. Oertling informed the Board that each position and department are now required to have a standard operating procedure.

**D. BMI Audit Update**

Director of Risk Management & Insurance, Ms. Darrinsha Gray, and a BMI representative (via Zoom) presented Item II.D to the Board. A medical claims audit report was referenced and discussed in detail. Discrepancy procedures and the audit cost were clarified for the Board.

**E. Ochsner Digital Medicine and UMR Ongoing Condition Care**

Executive Director of Human Resources Teresa Brown and David Babin with USI Insurance presented Item II.E to the Board. UMR and Ochsner Digital Medicine were present to answer questions. Three supporting documents were referenced and discussed: the USI disease management overview, the SCPPS ongoing condition CARES program, and an impact analysis. The identification of communication with employees will be researched and better ways to engage physicians and members. With information given today, the Board will decide on the program(s) at the June 23, 2026, Board meeting.

**F. 2022 Bond Issue Update**

Assistant Superintendent of Operations John P. Rome Jr. presented information relative to the 2022 Bond Issue Update. He referenced the supporting document titled 2022 Bond Issue Projects, which included estimated costs, and discussed each project.

**G. Capital Projects Outlay Update**

Assistant Superintendent of Operations John P. Rome Jr. presented information relative to Capital Projects Outlay. He referenced and discussed with the Board in detail the supporting document titled "Long Range MM CI, Principals CI, Safe Schools CI, Goal E 2026".

**H. School Board Property Update**

Assistant Superintendent of Operations John P. Rome Jr. presented information relative to School Board property. Mr. Rome referenced and discussed in detail with the Board the following supporting documents:

\* St. Charles Parish Public Schools Property In Open Property & Vacant Facilities

\* Policy-Property Disposal-Buildings and Land

\* Procedure-Property Disposal-Buildings and Land

Discussions were also held on cost of property appraisal, researching property values, noting that some properties have restrictions. The upkeep and possible leasing of these properties was also discussed.

**I. 7 Mindsets Social Emotional Learning (SEL) Curriculum Update Goal B: Student Wellbeing and Belonging**

Executive Director of Equity and Student Support, Dr. Tamika Green, and Equity Coordinator Meghan Dwyer presented Item II.I to the Board. The 7 Mindsets Social-Emotional Learning (SEL) Curriculum Update was reviewed. The 2025-26 implementation pilot program was a success. A data-tracking leader dashboard showing the program usage was shared with the Board. The feedback survey, particularly parent engagement, was also shared with the Board. The Board asked Administration to separate out the SEL objective and to highlight SCPPS student stories.

**J. LPAC Updates**

Assistant Superintendent of Curriculum, Instruction and Assessment Angelle Babin, Coordinator of the Arts Joshua Martin, and Ned Moore, Director of the Lafon Performing Arts Center, provided the Board with operational and financial updates on the Lafon Performing Arts Center, as well as provided a preview of the upcoming season and education programs for the coming school year. Supporting Documents were referenced. The LPAC 26-27 Operational Update for School Board, Use of Facilities Documents, and the 2026 Rental Rates for Dance Studios. Upkeep and maintenance of the LPAC was discussed at an estimated cost of \$25,000-\$50,000 per year. Building security, potential use of ROTC students, and student involvement were also discussed.

**K. Athletics Update**

Executive Director of Secondary Schools Dr. David Schexnaydre and Kade Rogers, Executive Director of Safety, Athletic and Ancillary Services, presented an update on St. Charles Parish Public Schools Athletics and homeschool.

The supporting documents referenced were Ballfrog Communication, Middle School Athletics, Home School Guidance Document for Extracurricular/Interscholastic Athletics, and SCPPS Act 715 homeschool participation. Discussions were held regarding homeschool students participating only in SCPPS athletics, district liability, the emergency care of said students, and managing thereof. A process to obtain homeschool data from the state was discussed. Administration was directed to contact the state to request this information. The participation waiver form and the Ballfrog athletic app were also reviewed and discussed in detail.

**L. Miscellaneous**

J. Smith suggested that we join with LSBA to address the issues surrounding public education legislation. Executive Director of Secondary Schools Dr. David Schexnaydre updated the Board on dating violence. He is happy to report that SCPPS had zero incidents. He also gave a positive overview of the comprehensive support plan that the Board voted on last Spring.

Superintendent Dr. Oertling updated the Board on the timeline of RAN sales tax bond. A discussion was held on the amount and volume of sales tax bonds.

Dr. Oertling addressed the Board regarding a conflict with the February 24, 2026, Board meeting. The Board directed him to look at other dates that don't conflict. He also addressed the Board regarding the proclamations and resolutions it approves monthly. Ms. Boudreaux suggested sending an email with a yearly list of resolutions and proclamations for Board members to respond to each. Board President S. Cody suggested an ad-hoc committee be developed to discuss criteria for both proclamations and resolutions. Dr. Oertling updated the Board on the governor's MFP executive order announced today. School attorney D. Gray explained that a 2/3 vote is needed for this to pass. SCPPS will reach out to legislators to encourage a no vote. B. Weber asked that, once more information is available, have school administrators get involved as well.

**III. Closing Items**

**A. Executive Session**

Motion by K. Boudreaux; second by R. Gregson to move into Executive Session per L.R.S. 42:1617.

**1. Superintendent Evaluation**

The Board discussed the Superintendent's evaluation.

Motion by K. Boudreaux; second by R. Gregson to return to regular session.

**B. Meeting Adjourn**

Motion by K. Boudreaux; second by R. Gregson to adjourn Board Retreat.

Publish: June 11, 2026

**Sheriff's Sale**

**SHERIFF'S SALE**  
**SHERIFF'S OFFICE**  
**Suit No: (45) 96431-D**  
**Date: Friday, May 08, 2026**  
**UMB BANK, NATIONAL ASSO-**  
**CIATION, NOT IN ITS INDI-**  
**VIDUAL CAPACITY, BUT SOLE-**  
**LY AS LEGAL TITLE TRUSTEE**  
**FOR LVS TITLE TRUST XIII**  
**VS**  
**JUSTIN D. PUCKETT A/KIA**  
**JUSTIN DAVID PUCKETT A/**  
**KIA JUSTIN PUCKETT AND**  
**LAUREN A. MARINO A/KIA**  
**LAUREN ASHLEY MARINO**  
**PUCKETT A/KIA LAUREN**  
**ASHLEY MARINO A/KIA LAU-**  
**REN MARINO A/KIA LAUREN**  
**ASHLEY PUCKETT A/KIA**  
**LAUREN A PUCKETT A/KIA**  
**LAUREN PUCKETT A/KIA LAU-**  
**REN MARINO PUCKETT A/KIA**  
**LAUREN M. PUCKETT**  
**GREG CHAMPAGNE, SHERIFF**  
**P.O. Box 426**  
**HAHNVILLE, LA 70057**  
**Parish of ST. CHARLES**  
**29th Judicial District Court**  
**State of Louisiana**

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

THURSDAY, OCTOBER 02, 2025, 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, JULY 15, 2026, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:

All that certain lot or parcel of ground, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining, lying and being situated in St. Charles Parish, State of Louisiana, being more fully described as follows, to-wit:

Fairfield Plantation Oaks Subdivision, in accordance with a re subdivision made by Frank Foster and Associates, Inc., dated February 26, 1976, accepted by the Police Jury of St. Charles Parish. filed on June 11, 1976, registered in COB 176, folio 75. Entry No. 52197 and by Act of Dedication dated June 11, 1976, registered in COB 176, folio 731. Entry No. 52178, as connected on April 18, 1977, registered in COB 188 folio 94 Entry No 54469, and in accordance with the plan of Frank S. Foster, Jr. dated March 18, 1977, and according to said lot is further described as follows, to-wit:

Lot 9-A, in square 7-A, bounded by Stephen Drive, Steve Drive and Allu Lane; said lot commences at the distance of 55.82 feet from the corner of Stephen Drive and Steve Drive and measures 64 feet front on Stephen Drive, same in width in the rear, by depth of 85 feet between equal and parallel lines. According to a survey by Gilbert, Kelly & Couturie, Inc., dated February 19, 1991, copy of which is annexed to instrument No 156378, said lot has the same location, designation and measurements as set out above.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED AND EIGHTY-NINE THOUSAND ONE HUNDRED AND THIRTEEN AND THIRTYFIVE (\$189,113.35) 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: June 11, 2026**  
**July 9, 2026**  
**GREG CHAMPAGNE-SHERIFF & EX**  
**-OFFICIO TAX COLLECTOR**  
**ST. CHARLES PARISH**  
**ATTORNEY FOR PLAINTIFF:**  
**Dennis F. Wiggins**  
**P.O. Box 87379**  
**Baton Rouge, LA 70879**  
**225-756-0373**  
**SCSO-CIV-209-0402**

**Sheriff's Sale**

**SHERIFF'S SALE  
SHERIFF'S OFFICE  
Suit No: (45) 95959-C  
Date: Tuesday, April 21, 2026  
MASSACHUSETTS MUTUAL  
LIFE INSURANCE COMPANY  
VS  
ALONDRIA T. BOWIE  
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: MONDAY, MARCH 30, 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, JUNE 17, 2026, at 10:00 A.M., to the last and highest bidder for cash, the following described property; to wit:

That certain piece or portion of ground, together with ail the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of St. Charles, Red Church Plantation Estates Subdivision, Phase I, in square bounded by Longview Drive, Eve Street, Meadows Drive and River Road, designated as Lot 70; said lot commences 605 feet from the corner of Longview Drive and Eve Street, and measures 60 feet from on Longview Drive, same width in the rear, by a depth of 105 feet between equal and parallel lines; all according to survey by Gilbert, Kelly & Couturie, Inc., dated July 19, 1989, a copy of which is annexed to Act No. 145724; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:

**TWO HUNDRED AND FORTY-ONE THOUSAND FOUR HUNDRED AND ONE AND FIFTY-ONE(\$241,401.51) 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: May 14, 2026 June 11, 2026**

**GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR  
ST. CHARLES PARISH  
ATTORNEY FOR PLAINTIFF:  
ELIZABETH C PRICE  
1602 W. PINHOOK RD., SUITE 300B  
LAFAYETTE, LA 70508  
801-355-2886  
SCSO-CIV-209-0402**

**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:

S. Gordon Reese  
17228 River Road, Montz, LA 70068  
Lot 22  
Block  
Subdivision: Albert Montegut Tract  
Nature of violation: Grass cutting & removal of debris

Lionel Smith  
135 Kenner LN, Montz, LA 70068  
Lot 3691  
Block  
Subdivision: T 12 S R 7 E  
Nature of violation: Grass cutting & removal of debris

Maitland J. -Estate\* Champagne  
610 Gassen ST, Luling, LA 70070  
Lot 20  
Block 3  
Subdivision: Gassen SUBD. Addition\*  
Nature of violation: Grass cutting & removal of debris

George C. Russell  
199 Carolyn Dr, Destrehan, LA 70047  
Lot 18  
Block  
Subdivision: Carolyn Drive Subd.  
Nature of violation: Grass cutting & removal of debris

George Stratikis  
213 Johnson ST, St Rose, LA 70087  
Lot 20-A  
Block 1  
Subdivision: Almedia Plantation SU\*  
Nature of violation: Grass cutting & removal of debris

Eric S. Maugham  
141 Gordon ST, Destrehan, LA 70047  
Lot 43  
Block  
Subdivision: MODOC Pltn. Subd.  
Nature of violation: Grass cutting & removal of debris

REVE, INC  
113 Sophia DR., Luling, LA 70070  
Lot 81  
Block  
Subdivision: Heather Oaks  
Nature of violation: Grass cutting & removal of debris

Heather Oaks Owners Assn., INC. C/O Crystal Risinger  
400 Olivia DR., Luling, LA 70070  
Lot 2054  
Block  
Subdivision: Heather Oaks  
Nature of violation: Grass cutting & removal of debris

Evel Construction & Development, LLC  
117 Sophia DR., Luling, LA 70070  
Lot 80  
Block  
Subdivision: Heather Oaks  
Nature of violation: Grass cutting & removal of debris

Busch, Rommel Arturo  
352 Sophia DR., Luling, LA 70070  
Lot 38  
Block  
Subdivision: Heather Oaks  
Nature of violation: Grass cutting & removal of debris

Heather Oaks, LLC  
121 Sophia DR., Luling, LA 70070  
Lot 79  
Block  
Subdivision: Heather Oaks  
Nature of violation: Grass cutting & removal of debris

Heather Oaks, LLC  
101 Sophia DR., Luling, LA 70070  
Lot 84  
Block  
Subdivision:  
Nature of violation: Grass cutting & removal of debris

Eric S. Maugham  
139 Gordon ST, Destrehan, LA 70047  
Lot 41  
Block  
Subdivision: MODOC PLTN. Subd.  
Nature of violation: Grass cutting & removal of debris

Gloria Solis Moya  
202 Johnson ST, St Rose, LA 70087  
Lot 59  
Block 4  
Subdivision: Almedia Plantation SU\*  
Nature of violation: Grass cutting & removal of debris

REVE, INC.  
109 Sophia DR., Luling, LA 70070  
Lot 82  
Block  
Subdivision: Heather Oaks  
Nature of violation: Grass cutting & removal of debris

Wayne A. Champagne  
13589 LA 631, Boutte, LA 70039  
Lot 2099  
Block  
Subdivision: Laque, Fred Prop. - B\*  
Nature of violation: Grass cutting & removal of debris

The Diocese of The Protestant\*  
407 Early ST, Paradis, LA 70080  
Lot 11  
Block E  
Subdivision: Paradis, Town OF-LETT\*  
Nature of violation: Grass cutting & removal of debris

Antonio (JR) Gonzales  
15312 Hwy 90, Paradis, LA 70080  
Lot  
Block  
Subdivision: Paradis, Town OF-LETT\*  
Nature of violation: Grass cutting & removal of debris

Secretary Of Housing and Urban Development  
811 Second ST, Norco, LA 70079  
Lot KW-2  
Block 2  
Subdivision: Granier J.L. - TRACT C-\*  
Nature of violation: Grass cutting & removal of debris

M.A.D. III, LLC  
426 W East ST, New Sarpy, LA 70047  
Lot 17  
Block 17  
Subdivision: New Sarpy SUBD.  
Nature of violation: Grass cutting & removal of debris

Melvin L. Price  
124 Pine ST, Boutte, LA 70039  
Lot 5  
Block P  
Subdivision: Magnolia Ridge Park  
Nature of violation: Grass cutting & removal of debris

Glenn B. Ford  
316 Ash ST, Boutte, LA 70039  
Lot 1  
Block N  
Subdivision: Magnolia Ridge Park  
Nature of violation: Grass cutting & removal of debris

Ross M. Singletary  
469 ST. Charles ST, Norco, LA 70079  
Lot 21B  
Block M  
Subdivision: Good Hope Subd. -BLKS.\*  
Nature of violation: Grass cutting & removal of debris

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# Your Community, Your News



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