SPORTS:
TIGERS HOLD OFF WILDCATS IN SHOWDOWN ... 1B

LIFESTYLES:
FRESH AND LIGHT: EL PASO SALADS ... 3B

St. Charles Herald GUIDE

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Beat the Bridge

5K run/walk takes participants over Hale Boggs, into fun after party

By Ryan Arena
Editor
ryana@heraldguide.com

After weather sidelined so many runners last year by causing the cancellation of the United Way of St. Charles' annual Bridge Run, they'll have their first chance in two years to cross the Hale Boggs Bridge in competition this Saturday.

This year's 5K run (and walk, for those seeking some less intense cardio while still having a good time) begins at 8:30 a.m. at the East Bank Bridge Park in Luling. From there, participants embark on what is the nation's largest road race across the Mississippi River. Awaiting them just past the finish line is entrance to the West Bank Bridge Park and the event's free after party featuring music, food and refreshments.

This will be the 23rd year since the event was created, and race coordinator Tamara Plattsmier hopes that after a year off, there will be a strong turnout of eager participants.

"You get to cross that bridge once a year, see that view of the Mississippi River, and enjoy that family-friendly environment," Plattsmier said, noting she hopes to have about 2,000 runners registered by race time.

BRIDGE RUN *on page 6A*

$10 million development planned for Destrehan

The site for businessman Todd Trosclair's planned development in Destrehan.

By Anna Thibodeaux
Managing Editor
annat@heraldguide.com

Calling it the "The 310 development," businessman Todd Trosclair has announced his plan to build an estimated $10 million business park with residential units in Destrehan.

"My intention is to make some upscale living," Trosclair said.

The Destrehan businessman bought land behind Plantation View Medical Offices at I-310. The development is planned for land behind Destrehan Plantation.

Plans currently call for a 50-acre business park and residential units on 100 acres, Trosclair said. He hopes to break ground on the project by end of this year.

310 *on page 7A*

Anna Thibodeaux

Tommy Faucheux coordinated Lafayette developer Cliff Guidry's Wednesday meeting with residents.

Residents question developer about planned subdivision

By Anna Thibodeaux
Managing Editor
annat@heraldguide.com

Prepared with numerous questions about the Heather Oaks residential development proposed for Luling, area residents packed a town hall meeting held Wednesday to discuss the project's impact on their community.

Lafayette developer Cliff Guidry, accompanied by Danny and Julie Hebert who are working on the project, said he responded to their concerns with larger lots preserving property value, traditional drainage over retention ponds, and a two-street loop configuration rather than a single street layout with a cul-de-sac.

In September, more than 100 area residents packed the Planning Commission meeting to oppose the project, saying they were denied information about the development. The parish Planning Commission agreed and rejected it.

HEATHER OAKS *on page 6A*

FDR's historical visit to Norco

Trip down Apple Street left quite an impression

By Anna Thibodeaux
Managing Editor
annat@heraldguide.com

Sal Digirolamo was in Norco Primary School when then U.S. President Franklin Delano Roosevelt (FDR) rolled down Apple Street in an open car.

"We all were lined up along the school fence when the president passed," said the lifetime resident of Norco.

It was a historic moment for then youngster Sal, and one for the Bonnet Carre' Spillway.

FDR was there to see the newly completed flood control project.

It was April 29, 1937, according to Bob Clark, supervisory archivist with the Franklin D. Roosevelt Presidential Library in Hyde Park, N.Y.

"FDR traveled by train to Biloxi, Miss., and then on to New Orleans prior to embarking on a fishing cruise in the Gulf of Mexico," Clark told Digirolamo in response to his inquiry about the photo. "During his afternoon in the New Orleans area, FDR lunched in the French Quarter at Antoine's, drove through the countryside with the governor to the Bonnet Carre' Spillway on an inspection tour, then returned to the city where a city park was rededicated in FDR's name and where he delivered some brief remarks before boarding the ship for the cruise."

Photo courtesy Sue Friloux

Then U.S. President Franklin Delano Roosevelt waving to Norco crowds in 1937.

PRESIDENTIAL VISIT *on page 6A*

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NFL's longest tenured offensive coordinator calls Destrehan home

By Ryan Arena
Editor
ryana@heraldguide.com

The New Orleans Saints and their home region have forged a bond like few others. Destrehan's Pete Carmichael Jr. understands it in a way few others can, the Saints offensive coordinator and St. Charles Parish resident experiencing all of the team's peaks and valleys from a central role since 2006.

Carmichael and his family moved from San Diego to Destrehan in 2006, joining the newly assembled staff of head coach Sean Payton, who at the time had just been hired to oversee the rebuilding of a

New Orleans Saints offensive coordinator Pete Carmichael Jr. on the sidelines during the NFL season.

Saints' team that had been ravaged by Hurricane Katrina, just as its city had been.

Of course, that season the Saints enjoyed a "worst to first" jump in the NFC South, going 10-6 and winning the division's championship a year after posting a 3-13 mark. The Saints won their first playoff game in six years before ultimately bowing out in the NFC Championship Game.

"It was a very, very memorable season," said Carmichael, who was the team's quarterbacks coach at the time. "The fanbase, I mean, you could just feel their love and passion for this team. The city and

SAINTS *on page 7A*

Familiar feel, faces await customers at NOLA Discount Pharmacy

By Ryan Arena
Editor
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Now officially open at 3001 Ormond Blvd. in Destrehan, NOLA Discount Pharmacy clearly made it a priority to make their newly opened store feel like home to longtime pharmacy patients in the area.

The store operates from the same location Destrehan Discount Pharmacy served customers for years before moving in 2018 into what was its final location before its recent closure. NOLA Discount Pharmacy, which is

The staff of NOLA Discount Pharmacy, which is now open at its new Destrehan location.

part of the same nationwide pharmacy network as Destrehan Pharmacy was, has also brought aboard several staff members who worked for Destrehan Pharmacy before it closed its doors.

While the name on the store is different, the same friendly faces await the location's longtime customers inside.

"I'm very excited to be here and able to see all the familiar faces," said Valarie Maronge, who worked with Destrehan Pharmacy for four years. "And I think they're happy to have

PHARMACY *on page 6A*

Entergy's St. Charles Power Station conducting a "steam blow" test.

Residents say Entergy noise rattled homes

By Anna Thibodeaux
Managing Editor
annat@heraldguide.com

Comparing the noise to a jet hovering above her house, Montz resident Shannie Borne said Entergy's prepping of its soon to be in operation St. Charles Power Station recently rattled their houses.

The good news is the "steam blows" or clearing of the power station's turbines is over, said Kevin Wright, Entergy's senior manager of capital projects. All that remains are the routine sounds of construction.

Target date of operation for the power station is May 23.

But residents endured the bellowing steam blows from early March to March 13.

"It has my whole house shaking and the windows rattling."
- Shannie Borne

"It was so noisy that people could not sleep at night," said resident Coleen Perilloux Landry. "It was as though it was in your house."

Landry said Entergy should have sent out a robo call to citizens of the area on the emergency list to tell them about the power station's start up and the expected time it would take.

ENTERGY *on page 4A*

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18 oz. - Assorted..... **2/$3.00**

Tony's Creole Seasoning
17 oz. **$2.19**

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12 oz. ..... **99¢**

Valu Time Sugar
4 lb. Bag **$1.99**

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16 lb. **$10.99**

Moon Pies - 8 Count Box
Chocolate, Banana, or Vanilla **$3.99**

Charmin Ultra Strong or Ultra Soft - 6 Mega Rolls
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Bone-In Center Cut Pork Chops - Family Pack..... **$1.99/lb**

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24 oz. **$4.49**

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Regular, Bun or Turkey .... **2/$3.00**

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12 & 16 oz. - 4 Types..... **$3.99**

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Big Easy or Paul Piazza Peeled Gulf Shrimp
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Obituaries

Send your obituary announcements to obits@heraldguide.com for speedy publication in the St. Charles Herald-Guide's print and Internet editions.

Comardelle

Murphy M. Comardelle Sr., 81, a native and resident of Des Allemands passed away on March 29, 2019.

Murphy is survived by his wife, Lola Laurent Comardelle; children, Murphy Comardelle, Jr., Deidra (Mike) Lincoln Ruley; Marty (Sarah) Comardelle, Ricky (Stacey) Comardelle, Scotty McKinney and Darren Comardelle; brother, Walter "Popeye" Comardelle; sisters, Genevieve Frickey and Era Jane Toney; 11 grandchildren and six great-grandchildren.

Murphy was preceded in death by his parents, Willie and Vivian Matherne Comardelle; sisters, Jackie Cheramie and Joann Rogers.

Visitation was held at St. Gertrude Catholic Church on April 2.

A Mass of Christian Burial will was celebrated followed by burial to follow in Mennonite Cemetery.

Falgout Funeral Home entrusted with arrangements.

McGee

Malcolm G. McGee Jr., 60, peacefully entered into eternal rest on March 28, 2019.

McGee is beloved husband of Cindy McGee for 39 years; son of the late Malcolm G. McGee Sr. and Katie Landry McGee; father of Cathy Richard (Stan) and William McGee; grandfather of Abigail Richard.

Malcolm was born in New Orleans and was a resident of Des Allemands.

He belonged to the Original Westside Marching Club, Krewe of Thoth and the Algiers Friendship Club.

He enjoyed the outdoors fishing and hunting; but most of all, he loved his family and Mardi Gras.

Family and friends are invited to attend the visitation at Mothe Funeral Home, 7040 Lapalco Blvd., Marrero, La., on Saturday (April 6) from 11 a.m. to 1:30 p.m.

Funeral Services will be held at the funeral home on Saturday at 1:30 p.m.

Interment will be in Westlawn Memorial Park Cemetery, Gretna, La.

Family and friends may offer condolences at mothefuneralS.com.

Savoie

Ethel P. Savoie, 90, a native and resident of Paradis passed away on March 29, 2019.

Mrs. Savoie is survived by her son, Eldon (Marie) Savoie, II; daughters, Charleene (John) Hodge, Cherry Dyer, Crystal (Mitchell) Donnaud, Carla (Pete) Crochet, Camille (Marcus) Litton and Colleen (Donn) Lirette; brothers, Venis Parks, Terry Parks and Gary Parks; 18 grandchildren, 29 great-grandchildren and 9 great-great-grandchildren.

Mrs. Savoie was preceded in death by her husband, Eldon J. Savoie; parents, Ernest and Edna Folse Parks; son, Herbert Savoie; brothers, Raymond Parks and Wilmer Parks; sister, Velma Dufrene.

Mrs. Savoie started her career at National Linen Service; she was employed at the United States Post Office from 1978 – 90 in Paradis. She retired in 1990 as postmaster from 1986-90.

Visitation was held at St. John the Baptist Catholic Church on April 2.

A Mass of Christian Burial was celebrated at 11 a.m. with burial to follow in St. Gertrude Cemetery.

Falgout Funeral Home entrusted with arrangements.

Schaubhut

Lori Ann Champagne Schaubhut, 55, a native of Luling and resident of Paradis passed away on March 30, 2019.

Visitation will be held at Samart-Mothe Funeral Home in Raceland on Saturday (April 6) from 9 a.m. until funeral time.

Funeral Services will be held at the funeral home at 11 a.m. with burial to follow at a later date.

Lori is survived by her husband, Keith J. Schaubhut; parents-in-law, Merlin and Joyce Schaubhut; daughters, Blair Champagne and Amanda (David) Champagne; brothers, Niles (Roxanne) Champagne and Todd (Rachel) Champagne; sisters, Sheila Champagne Trauth and Jessie Champagne Fahrig; grandchildren, Jaylynn, Korey, Jaden, Kayla, Treyce and Anna; step-grandchildren, Hailey, Haize, Brennan and Bryant.

Lori was preceded in death by her parents, Louis and Anna Mae Foret Champagne.

Lori was a loving wife, mother and grandmother.

Samart-Mothe Funeral Home is entrusted with arrangements.

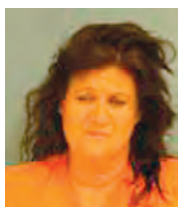
Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

• Eric Turley, 28, of 213 Annex St. in New Sarpy, was arrested March 31 and charged with carjacking.

• Duane Pierre, 25, of 14423 Old Spanish Trail in Paradis, was arrested March 29 and charged with distribution/manufacturing of crack cocaine.



• Mary Pucheu, 52, of 204 West Hoover St. in Destrehan, was arrested March 30 and charged with prohibited acts involving Schedule II and prohibited acts involving schedule IV (five counts). She was a fugitive.

• Jeffrey Ryan Jr., 37, of 202 Bradwall St. in Luling, was arrested March 28 and charged with taking contraband to penal institution prohibited, possession of drug paraphernalia and possession of heroin, possession of marijuana – third or subsequent offenses. He had an attachment(four counts).

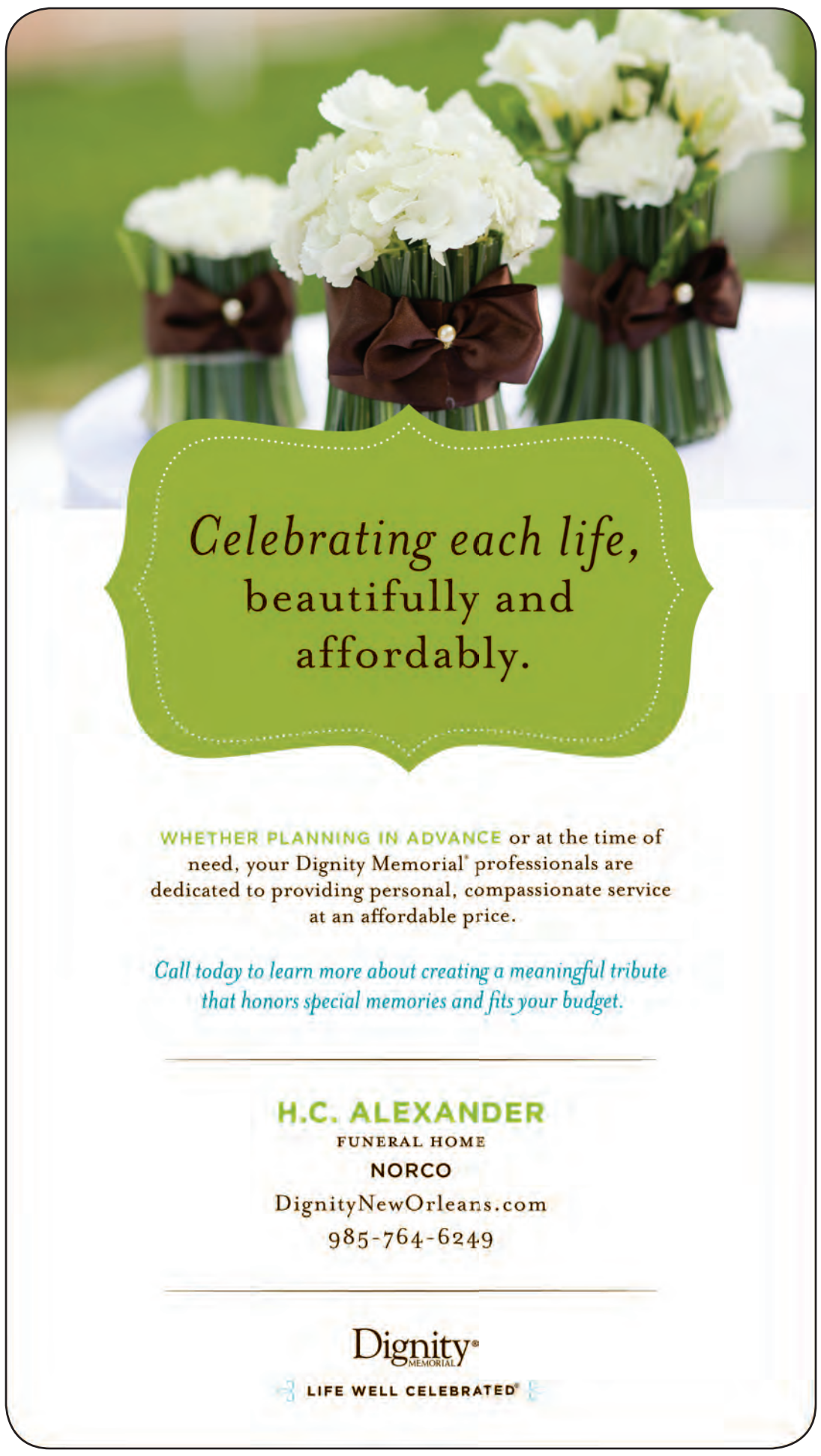
Incidents

• A vacant residence on Clayton Drive in Norco was found to have the front door forced open on March 31.

• A package was delivered to a River Oaks Drive address in Destrehan on March 29, but the owner of the residence advised the package was stolen.

• A trailer and wooden pallets were stolen from a business located on River Road in St. Rose on March 27.

• A hood ornament was stolen from a vehicle parked at a Carriage Lane location in Destrehan on March 28.



Woman arrested after firing gun, shattering window in St. Rose

By Ryan Arena
Editor
ryana@heraldguide.com

A New Orleans woman was arrested recently after allegedly stealing a firearm from a friend and St. Rose resident and firing it outside the latter's home, apparently shattering the window of a neighbor in the process.

Alasia Finley, 19, of 4444 Francis Drive in New Orleans, was charged with aggravated assault with a firearm, theft of a firearm, illegal use of weapons and aggravated criminal damage to property. The aggravated damage, assault and theft charges are felonies.

Alasia Finley

According to the St. Charles Parish Sheriff's Office, Finley allegedly stole a handgun and fired it outside her acquaintance's East Club Drive residence. The resident then alerted police to the incident. Soon thereafter, a neighbor discovered the shattered window, believed to have been caused when the weapon was fired.

Finley is being held at Nelson Coleman Correctional Center on a bond of $12,500.

ENTERGY *from page 2A*

"Sometimes, it lasted over a 24-hour period," she said. "It has my whole house shaking and the windows rattling. This was being done during the night hours.

"It was not handled well at all. If Entergy is permanent in Montz it needs to learn to be good neighbors."

Kent Greene, an Entergy service representative, said they did notify residents through the St. Charles Parish communications department, as well as put out notices on the parish's TV channel and Facebook pages with the parish and Entergy.

They also sent out robo calls, which are messages to the surrounding area notifying about testing that could have "elevated volumes of noise" in the Montz area, Greene said.

"We tried to do everything we possibly could with the elevated noises and they were only temporary in nature," he said. "This will not be how the power station will be like. Once the steam blows were at the end, the noise levels would subside at that point."

Greene added, "We want to thank our neighbors for their support and patience during the St. Charles Power Station's testing period. We understand that the testing may have created elevated noise levels, but the critical steam blow testing is complete and was necessary to ensure the safe and reliable operations of the plant."

Powering up the station

- The St. Charles Power Station is a $869 million project in Montz.
- The facility is a 980-megawatt gas-fired unit.
- Enough wire and cable was used in the station's construction that could circle LSU's Tiger Stadium about 340 times.
- Some 23,281 cubic yards of concrete was used in the structure, enough to pour foundations for 87 single-story, four-bedroom, two-bath houses.

Why do bad and tragic things happen to good and innocent people?

Why do bad things happen to good people? Why do good people have to suffer?

The people in Jesus' day wanted to know the answer to these questions, and so do we.

People asked Jesus about two separate tragedies that happened to innocent people. The first was the murder of some Galilean Jews by Pilate.

BY WILMER L. TODD

Some background might be helpful. Jerusalem needed a new water supply. Pilate took some temple money to pay for this needed improvement.

This outraged some Jews from Galilee that this money given to the temple should be used for purposes that were not religious. They created a riot over this matter. Pilate sent his soldiers to end the riot.

The result was that Pilate's soldiers killed some Galileans.

The second incident concerned the collapse of a watch tower that protected Jerusalem. The tower collapsed, killing 18 people who were standing under it.

The people of Jesus' day asked, "Why did these tragedies happen to these people?" "Did God cause this to happen?" "Did they commit some sin?"

Let's explore some wrong answers and the right answer to these questions.

Some people believe that people suffer because God sends the evil as a punishment. We see this attitude in John's Gospel.

The disciples passed a man who was born blind. The disciples asked Jesus, "Who sinned, this man or his parents, that he was born blind?" (John 9:2) Jesus had to correct them and tell them that it had nothing to do with sin.

A second wrong opinion is the devil causes suffering.

People who think this way attribute all evil and calamities to the devil. They reason that if God sends rain, the devil converts it to something evil like tornadoes or hurricanes.

Some people even believe that evil caused by the devil can be stopped by invoking the name of Jesus. They believe that the suffering of innocent people is their own fault, because they have failed to call on the name of Jesus.

What is the correct answer that Jesus gave?

The suffering that comes to the innocent is the creation of human beings. We make our own suffering. If the Galileans had not been protesting the water system that Pilate built with money from the temple, he would not have killed them.

If you annoy a mad dog, please don't blame God or the devil if the dog bites you.

Although the dog has no right to bite you, the dog is likely to bite you even if he does not have the right. Jesus was saying that the Galileans died because they underestimated this evil Roman governor.

When the tower fell, those killed were the victims of the carelessness of someone.

Either the person who designed the tower did not do their work properly, or the workers had not been careful in constructing the stones.

We should not blame God or the devil for human carelessness.

"Why does God allow suffering?"

The answer is simple: God has given us free will. We make our own choices and decisions. We decide the direction of our lives.

We are not robots.

What makes us human beings different from other animals is our ability to think, choose, and love. This is what we mean when we say that God created us in his image and likeness.

Jesus said that the only way to stop the suffering of innocent people is for all to repent. If one drunken driver is on the road, other people's lives are in danger.

If we keep polluting our water and our air, more people will die of cancer. It is our sinfulness that brings suffering, not only on us, but also upon others.

Let's look to ourselves, to our sin, our selfishness, our failure to live according to God's way. The causes and cures of the suffering are not with God, nor with the devil, but with us.

FROM THE HERALD-GUIDE

New Orleans files suit Against oil, gas companies

New Orleans has joined six other southern Louisiana parishes by filing a lawsuit against oil and gas companies because of their roles in coastal land loss, Mayor LaToya Cantrell announced late last week.

It echoes other efforts sought to make the energy companies accountable for damage done throughout the years to wetlands and marshes by damages caused by decades of drilling and dredging.

Not only New Orleans has been harmed, but much of the state of Louisiana has been hurt by damages inflicted here during past years. Much leeway was allowed for oil and drilling companies to get their oil and minerals out of the ground and to customers around the country.

"New Orleans has been harmed," Cantrell said. "And our way of life is threatened by the damage done to our coastal wetlands."

The suit also names a dozen defendants, including the New Orleans electrical utility, Entergy New Orleans, Chevron and, Exxon Mobil, and calls on them to pay to restore the wetlands. Defendants in the suit include Apache Louisiana Minerals, Aspect Energy, Chaparral Energy, Chevron, Collins Pipeline, Gulf South Pipeline Co., Southern Natural Gas Co., and Whiting Oil and Gas Co.

The suit alleges energy companies failed to maintain the canals they used to access and transport oil and gas, and that pipelines through the wetlands caused further damage.

"Because each defendant failed to either contain its operations within permitted bounds or secure a coastal use permit when required, to simply follow the rules, to fix what they broke, the network of canals and other facilities they allowed to degrade the coastal lands has ravaged New Orleans protective landscape, according to the suit.

Words to live by

"Pray, hope and don't worry. Anxiety doesn't help at all. Our Merciful Lord will listen to your prayer."

- Saint Padre Pio

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1099 forms: Explaining these ubiquitous forms and their uses

What is a 1099 form? This is a record of payment from an individual or entity, showing a payment, generated for your records. The individual/entity sends a copy to both the payee as well as the I.R.S.

RYAN LEBLANC

Who might be sending 1099s? Clients send their freelancers 1099s, recording work performed. Banks send 1099s to reflect interest from a savings account. A state may send a 1099 for a tax refund. If the financial institution who handles your retirement account writes you a check, they will also send you a 1099.1

In any event, a 1099 includes the taxpayer identification number or Social Security Number of the payee. Receiving the 1099 does not automatically mean that the payee owes tax, as there could be situations that offset that income, but it definitely means that the I.R.S. also has a record of that payment.

There are many types of 1099 form. Here are a few of them:

1099-A. This form is a consequence of foreclosure or bank repossession of secured real property – "acquisition or abandonment," in I.R.S. terms. Lenders send it to the foreclosed party and the buyer.

1099-B. Brokers and barter exchanges report proceeds from securities, futures, commodities, or barter exchange transactions with a 1099-B.

1099-C. The 1099-C reports debt cancellation. You must claim the indicated amount on the 1099-C form as income in the year the debt was forgiven. When you pay income taxes on that amount, the creditor cannot come after the debt again. This form sometimes follows a foreclosure.

1099-CAP. This one is for those who own shares in a corporation that has been acquired or has undergone a significant change in capital structure. If it was sold or changes have been made where you've earned cash or stock, for example, this form would be necessary.

1099-DIV. When you receive dividends, capital gain distributions, or liquidation distributions, you get one of these. For example, when a mutual fund sells off funds and realizes a capital gain, the fund informs you of your share of the capital gain through a 1099-DIV.

1099-G. This form reports payments from government agencies and qualified state tuition programs – everything from state and local tax refunds and unemployment benefits to agriculture payments, gambling winnings, and taxable grants. It is usually issued to show unemployment benefits or a state tax refund.

1099-INT. This form reports interest income of $10 or more, and sometimes other tax items related to interest income (such as federal tax withholding or early withdrawal penalties).

1099-LTC. As the LTC part hints, these forms report distributions (payments) from long term care insurance contracts and accelerated death benefits paid out as a result of a life insurance contract or a viatical settlement.

1099-MISC. This category includes "miscellaneous income," including awards and prizes.

1099-OID. The 1099-OID reports the difference between the stated redemption price of a bond at maturity and the issue price of that bond.

1099-PATR. This form reports patronage dividends, such as in a farm cooperative.

1099-Q. Have you been paying for school expenses from a 529 plan or a similar savings plan? Withdrawals will be reported on this form.

1099-R. The 1099-R reports distributions from all types of retirement, pension, and profit-sharing plans as well as any IRA or annuity contract.

1099-S. The 1099-S reports gross proceeds from real estate transactions or exchanges.

1099-SA. This form reports distributions from Health Savings Accounts (HSA), Archer Medical Savings Accounts (Archer MSA), or Medicare Advantage Medical Savings Accounts (MA MSA).

Questions? Are you thinking you should have received one of these forms? Or maybe sent one of these forms? Be sure to talk with a qualified tax professional or qualified financial professional today; they can help you generate, request, and understand the 1099 forms in question.

The Weather Channel

Boutte, LA - 7 Day Weather Forecast

DAY	DESCRIPTION	HIGH / LOW	PRECIP	WIND	HUMIDITY
THU. APR. 4	Thunderstorms	75° / 66°	100%	SSE 12 mph	83%
FRI. APR. 5	Thunderstorms	81° / 66°	80%	SSW 8 mph	79%
SAT. APR. 6	AM Thunderstorms	82° / 66°	40%	SSE 12 mph	75%
SUN. APR. 7	Scattered Thunderstorms	79° / 66°	60%	SSW 12 mph	79%
MON. APR. 8	Scattered Thunderstorms	81° / 61°	50%	SW 9 mph	74%
TUE. APR. 9	Partly Cloudy	80° / 58°	20%	WNW 10 mph	65%
WED. APR. 10	Sunny	80° / 59	10%	WSW 7 mph	60%
THU. APR. 11	Partly Cloudy	81° / 64°	10%	S 12 mph	63%

Correction

The St. Charles Herald-Guide ran the incorrect date of the St. Gertrude Catholic Church's St. Joseph's Altar in the March 14 issue. The date should have been March 17.

Write to us!

We would enjoy to hear from you.

editor@heraldguide.com
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Boutte, LA 70039

BRIDGE RUN *from page 1A*

Plattsmier noted there are other events to compete with during this busy weekend, but that the day of the race was chosen with respect to the upcoming Bridge Run series races in mind. Those who complete each of the Hale Boggs, Crescent City Connection and Huey P. Long races will receive a special commemorative medal.

"We're hoping it will encourage a few more people to participate. It promotes some friendly competition."
- Tamara Plattsmier

Plattsmier said the Hale Boggs race is traditionally used by many runners as a way to train for the Crescent City Classic, which falls on April 20.

Once the run is complete, participants can head into the West Bank Bridge Park for the after party and reenergize with some tasty food supplied by Cornerstone and Valero, as well as refreshments, all supplied free of charge. Bananas will be provided by Shell Norco and oranges by St. Charles Parish Hospital. A DJ will be on hand to keep the musical entertainment flowing. And a new wrinkle this year will be supplied by River Region Rehab, which will offer free massages following the race for participating runners.

This year's event will be presented by Shell-Norco and co-presented by Valero.

Registration is open now through the morning of the race. Online registration is closed, but those interested may register early by going to the United Way of St. Charles office, at 13207 River Road in Luling, where they can pick up their packet and T-shirt, from 8 a.m. to 4 p.m. today (April 4). On Friday (April 5), registration is open at the West Bank Bridge Park from 5 p.m. to 7 p.m. Race day registration begins at 6:30 a.m.

Race statistics will be recorded by chip-based timing this year, something the event's planners decided to return to by popular demand.

"We had the chip-timing two years ago, and it seemed to be popular," Plattsmier said. "We're hoping it will encourage a few more people to participate. It promotes some friendly competition for people who can now check their times. And with it being the first race of the series with the Huey P. Long and Crescent City Connection bridge races, which we're partnered with, it gives people who do two or all three a chance to compare their performance."

There will also be a "team challenge" trophy for the team with the most registered participants.

"As for the runners, I think it doesn't matter if they come in first, middle of the pack or last, it's that feeling of accomplishment that you were able to beat the bridge," Plattsmier said.

There will be free bus transportation available prior to the race from 6:30 a.m. to 7:45 a.m. The buses will depart from the West Bank Bridge Park to the run's start at the East Bank Bridge Park. Those parking near the East Bank Bridge Park must have their race number with them.

23rd annual United Way Bridge Run

- The event is the nation's largest road race that crosses the Mississippi River.
- 5K run/walk is part of the Bridge Run series, which includes the Crescent City Connection and Huey P. Long runs.
- Registration is $40 the day of the race ($30 for children under 17 and seniors 65 or older). Pre-registration on April 5 or earlier is $35 ($25 for children, $30 for seniors).
- $500 awarded to anyone setting a new course record, which would entail besting a time of 14:28 (set in 2007) on the male side and 17:00 (set in 2005) on the female side.

HEATHER OAKS *from page 1A*

"We feel like all of the concerns have been addressed," Guidry said. "We feel that the market is there so we're going to push forward with the development."

On Thursday (April 4) at 6 p.m., the Planning Commission will consider the preliminary plat with these changes.

Residents again questioned whether the now 169-lot project would hurt their property value, although some did say they appreciated larger lot sizes.

One resident fired back, "169 … that ain't gonna happen." But another resident said it will be "a slow build" with possibly half of the project done in 10 years.

Luling resident Tommy Faucheux said Guidry approached him about holding the meeting with residents in adjoining communities like Willowdale and Lakewood.

Danny Hebert explained this is the first step of the multi-step process toward getting approval for the subdivision.

He further explained the project includes 4.3 acres set aside adjacent to Rathborne Park for recreation, as well as wetlands that would be protected in perpetuity.

Guidry said the lots are larger 80- to 90-foot frontages, instead of the previous 60-foot frontage originally planned.

The meeting also was attended by a local delegation, including Parish President Larry Cochran and Council Chair Julia Fisher-Perrier, Councilwoman Mary Clulee and Planning Director Michael Albert.

Cochran expressed gratitude to Guidry for holding the meeting, but also encouraged residents to attend the Planning Commission meeting.

Area residents asked how trees and debris would be removed from the 52-acre site, as well as how much traffic is anticipated with debris removal. Residents also noted there are at least two eagle nests on the property, which Julie Hebert said would be addressed in the permitting process.

"We love trees," Danny Hebert told the group.

"We feel like all of the concerns have been addressed."
- Cliff Guidry

A topography survey would be done to preserve some trees on the property, he said. Guidry added they could limit truck removal to the weekends to avoid interrupting school traffic.

Several residents asked about the subdivision's impact on local schools.

Julie Hebert said based on information from St. Charles Parish Public Schools, the development would add another five children per grade, which several residents called speculation.

Some questioned the street configuration including cross streets every 1,500 feet, which Danny Hebert said is a parish requirement. Guidry added it costs more, but it's appropriate for connectivity with the Willowdale and Lakewood communities.

Albert said a waiver could be obtained for the cross streets, but it would have to be approved by the Parish Council.

Cochran also said projects are being discussed to improve traffic access.

"We have a lot of issues we're looking at in Lakewood," he said.

Fisher-Perrier added the public would have additional opportunity to comment on the project before the council.

Residents further questioned why they get so few details about the project at this point, but Guidry replied preliminary plat approval sets that in motion before considerable money is spent on a development that could be denied.

Guidry added, "I spent a lot of money to get rejected."

PRESIDENTIAL VISIT *from page 1A*

According to local history, FDR's visit followed the earlier spillway dedication in December of 1935.

The project was completed in only 2-1/2 years.

The president was accompanied by Gov. Richard Laiche when they rode down the streets of Norco. In the open car, FDR was waving his hat with his characteristic broad smile.

The May 3 edition of the Shell Bulletin reported "his route was lined with waving school children and Norco and vicinity residents.

"He kept his hand raised high in greeting," it states. "He inspected the spillway project thoroughly, spending fully 40 minutes on his tour."

Built after the great flood of 1927, the spillway has made its own history, too. The recent opening is the first where it was opened in back-to-back years. The U.S. Army Corps of Engineers has started closing it as floodwaters recede.

But on that day in 1937, Josie Mire also recounted being among the children waving on FDR in Norco.

"I can remember seeing the president on Apple Street," said Mire. "We were all lined up with our flags."

The Bonnet Carre' legacy

- The spillway was built after the Great Mississippi Flood of 1927 that deluged much of the Mississippi River basin.
- It is a flood control operation in the lower Mississippi Valley in St. Charles Parish. It allows floodwaters to flow into Lake Pontchartrain and then the Gulf of Mexico.
- In addition to flood control, the spillway offers outdoor recreation drawing about 400,000 visitors a year.

PHARMACY *from page 2A*

the same customer service they've had for years."

Maronge said working with the pharmacy's customers is about more than just filling a prescription, but offering a friendly hello and creating the kind of warm, welcoming environment one won't find everywhere else.

"It's nice to know them by name and know what's going on in their life … and then just seeing them around the neighborhood," Maronge said. "It's a small town where everyone knows each other. So for us, having outgoing personalities and welcoming them into our store, I think that's something everyone enjoys."

Tasha Luquette, a technician who worked for Destrehan Pharmacy for more than two years, agreed that the small town comfort visitors have found at the store for years is something valuable to carry over, and not just for longtime customers.

"We've gained new customers from over in Metairie," Luquette said, noting NOLA Discount Pharmacy's customer base in Metairie where there are two pharmacies under the banner. "We learn who our customers are and treat them like family and friends. I think that works better for everyone than it being something where it feels like there's no name, no face once they check out."

Cashier Jordan Sclafini said that she never wanted to leave Destrehan Pharmacy, but that the store's closing of course necessitated it.

"It's nice to know them by name and know what's going on in their life."
- Valarie Maronge

"But I knew I wanted to be back in this place and work with these people," said Sclafini, who worked with the previous store for more than a year. "It just feels like home."

She said when a customer walks in, it's about making them the No. 1 priority.

"You're the center of attention," she said. "We'll help in any way we can to help them find what they need. If we don't have it, we can order it. We try to be there for them."

The pharmacy also prioritizes providing shorter wait times for its customers, aiming to fill prescriptions in 15 minutes or less, as well as working one on one with patients to help them understand what their insurance can provide and what road blocks can come up in the process. As the name suggests, discount, affordable pricing is also a priority.

NOLA Discount Pharmacy can be reached by calling (985) 307-0800. For more information, visit nolapharmacy.com or the NOLA Pharmacy Facebook page.

Councilman hopes lane request takes the right turn

By Anna Thibodeaux
Managing Editor
annat@heraldguide.com

Citing a few near misses, St. Charles Parish Councilman Billy Woodruff got council approval to ask the state for a turn lane in Paradis.

If the Louisiana Department of Transportation and Development (DOTD) approves the move, the new lane would be added on U.S. Highway 90 at the Dollar General.

"I had some calls from a few people who were telling me the delivery trucks were making illegal left turns and also people in cars," Woodruff said.

When the location was the old Time Saver, he said drivers would make a U-turn, but since that time the heavily trafficked Highway 90 is posing concerns about possible crashes.

A sign prohibiting a U-turn is posted at the location, but Woodruff said it's being violated.

The current lane is narrow, which Woodruff said has required some of the store's delivery trucks to attempt the turn and then have to back up to make the turn to get to the store.

Woodruff said a letter requesting the lane addition has been sent to the DOTD.

Department spokesman Rodney Mallett said receiving the letter puts in motion studies on traffic, safety and crashes.

"We need traffic history, average daily traffic and cost benefit before we can make a decision," Mallett said.

Anna Thibodeaux

DOTD facts

- The DOTD is a state government entity in charge of maintaining public transportation, roadways, bridges, canals, certain levees, floodplain management, port facilities, commercial vehicles and aviation.
- It has an operating budget of $2.3 billion with nine district offices in the state.
- Current DOTD Secretary is Shawn Wilson, appointed by Gov. John Bel Edwards.
- Initially called the Louisiana Highway Commission, it was established in 1921 under Gov. John M. Parker.

310 *from page 1A*

He said he has prospects for the business park, but could not disclose them at this time.

"I love St. Charles Parish," he said. "I've lived here my whole life. I'm committed to St. Charles Parish and I want to do everything I can to enhance the parish."

Trosclair plans to submit the project for consideration to the St. Charles Planning Commission within a few months.

The project's formal name has not been decided, he said.

But he said Paul Murray II has been hired to design the project, and Roth Interiors in Thibodaux to help with design and layout.

Murray "has a long history of doing nice developments in the parish," Trosclair said. He also used Murray Architects on renovating Galatoire's when he bought the restaurant in 2009. They added and renovated Galatoire's 33 Steakhouse.

"They did it with record time and speed, a $10 million development and permits, architecture and built in 5-1/2 months," he said.

He called it an "amazing construction feat" considering it was festival time in New Orleans, also praising the work of Joey Murray and Michael Tabb.

Trosclair is also a partner with Joey Tufaro in Gold Star Films, which made "Kidnap," featuring Halle Berry, in 2017.

He serves as owner or partner in several New Orleans businesses, including All Star Electric, Galatoire's Restaurant, Boulevard American Bistro restaurant, Rotolo's Pizza, Joy Theater and Flamingo A-Go-Go.

His latest projects include the 18-story four-star Hard Rock Hotel on Canal Street; new Parkway Apartments on Earhart Boulevard and Royal Street Condo project, which Trosclair called "the crown jewel of New Orleans" that is led by his business partner John Georges, also owner of *The Advocate* newspaper.

"I've lived here my whole life. I'm committed to St. Charles Parish and I want to do everything I can to enhance the parish."
- Todd Trosclair

Meet Todd Trosclair

- Todd Trosclair is owner and/or partner in numerous major New Orleans businesses and projects, including All Star Electric, Galatoire's Restaurant, Boulevard American Bistro restaurant, Rotolo's Pizza, the Joy Theater and Flamingo A-Go-Go.
- Trosclair's latest projects include the 18-story Hard Rock Hotel (360 rooms, 60 luxury condos is co-developer with Mohan Kailas on Canal Street); co-developer on the new 207-unit Parkway Apartments on Earhart Boulevard and the Royal Street condo project with luxury condos and apartments, which Trosclair called "the crown jewel of New Orleans" that is led by Todd's business partner John Georges, also owner of The Advocate newspaper.

- Trosclair is a partner with Joey Tufaro in Gold Star Films, which made the movie "Kidnap" with actress Halle Berry. The company is working on its latest production called "Quarry."

SAINTS *from page 2A*

team embraced each other, and we were really all unified as one."

It would not be anywhere close to the last memorable moment Carmichael, now 47, would spend as part of that symbiotic relationship between fanbase and team. He was promoted to offensive coordinator in 2009, when the Saints captured the first Super Bowl crown in the franchise's history. He helped captain one of the most prolific offenses in NFL history in 2011. He's suffered through the most crushing defeats as well, like the Minneapolis Miracle in 2018 and the blown call to cost the team a Super Bowl berth against the L.A. Rams this past January.

That's the kind of run with one team that's rare in the NFL coaching profession: just to spend 13 seasons with one team is an experience not shared by many in the pro ranks. So much so that with 10 seasons under his belt in his current role, he's — by a longshot — the NFL's longest tenured offensive coordinator.

"I've been very fortunate," Carmichael said. "Obviously, it starts with our ownership. Mr. Benson was so great and Mrs. Benson has been carrying that on. Mickey Loomis is outstanding, and obviously working with Sean is just awesome. All those people have paved the way for me to be around this long."

From a personal standpoint, it's as refreshing as it is on a professional level, he said.

"I have two kids who have made it through the whole school system here," Carmichael said. "That doesn't happen (for an NFL coach)."

Carmichael's passion for coaching is something passed down from his late father, who coached for 40 years at the pro, college and high school levels, including time with Boston College, Pittsburgh and Louisiana Tech at the college level and with the Jacksonville Jaguars, Cleveland Browns and Chicago Bears in the NFL.

"You spend the long hours because you don't want to let the next guy down. But it's worth it. We have a special group."
- Pete Carmichael Jr.

"It was something I enjoyed being around," Carmichael said. "Practices, gameday, I was always around it."

Carmichael played football and baseball as a prep athlete. He chose to stick with baseball when he moved on to the next level, playing second base and in the outfield at Boston College.

"But I always knew, one day, I wanted to go back to football," Carmichael said. "That passion my dad had for it, how he loved being around his players … it was like, 'Oh man, I wanna do that some day.'"

Carmichael started his career as an assistant coach, first volunteering for a year at New Hampshire and then getting on with Louisiana Tech at the NCAA level, before earning tenures with the Cleveland Browns, Washington Redskins and San Diego Chargers in the NFL.

He spent 2002 to 2005 with the Chargers, and that's when he began working with Drew Brees.

Yes, Carmichael's league-longest tenure as offensive coordinator is actually surpassed by the time he's spent with his current quarterback. Carmichael has worked with Brees for all but one year of the latter's career, the veteran passer's rookie year.

"Everything you read about him and hear about him … it's 100 percent true. The consummate professional," Carmichael said. "I've learned a ton from Drew … he's been a great teacher for me as well. I'm lucky to be a part of his career."

He calls the 2009 Super Bowl season the most memorable time of his career. The 2011 record-shattering offense was another special time, a season the Saints broke the league record for yardage gained.

On the other side of things, the bitter end to the Saints' most recent season is one that he's moved on from, but that won't be forgotten.

"It takes a while to get over. We have a group of professionals here, and Sean's a great leader. We're all ready for the 2019 season to get started," Carmichael said.

History says it'll be another largely productive one. The Saints have been a fixture in the top five of the league's offensive numbers throughout his tenure. Brees is the NFL's All-Time passing leader. These things cannot happen without evolving and finding ways to stay ahead of the offensive curve.

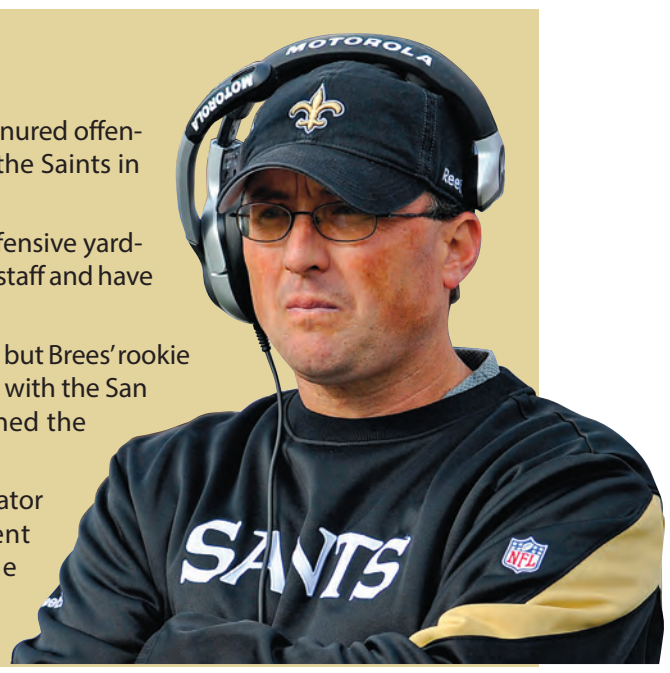
And that, Carmichael says, is half the fun.

"That's part of why we love doing this," Carmichael said. "We have an amazing staff where we all enjoy working with one another. There are no egos, we all are there with a common purpose. And we're friends outside the building as well.

"You spend the long hours because you don't want to let the next guy down. But it's worth it. We have a special group."

Pete Carmichael Jr.

- Carmichael is the NFL's longest tenured offensive coordinator, having served the Saints in that position since 2009.
- The Saints have led the NFL in offensive yardage six times through his time on staff and have perennially placed in the top 10.
- Has worked with Drew Brees in all but Brees' rookie season; the two worked together with the San Diego Chargers before each joined the Saints in 2006.
- First season as offensive coordinator was 2009, when the Saints went 13-3 on route to defeating the Indianapolis Colts in Super Bowl XLIV.



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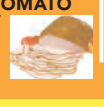

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Tigers score one over Jesuit, split with ESJ

Loss in Reserve was 1st in 7-5A play for Tigers

By Ryan Arena
Sports Editor
ryana@heraldguide.com

Hahnville scored a big non-district victory over a Catholic League foe for the second time in recent games, edging Jesuit 2-1 before extending an unbeaten District 7-5A start in a 8-3 win over East St. John.

But a rematch in Reserve went the way of the Wildcats, ESJ scoring an 9-5 victory to settle the Tigers' district record at 3-1 to go with an overall mark of 7-15.

"We've got to find ways to maximize every opportunity we have to score, and at the same time we can't give up runs in bunches," said Baudry. "(East St. John) had a lot of young guys playing last year who are back this season, and they should be right there in the end."

Key in the win at Jesuit was the pitching of Joey Saucier, who held the Blue Jays scoreless for four innings before allowing a lone run in the fifth. Saucier went the complete game, allowing five hits and walking three while striking out seven. He outdueled a Jesuit trio led by Will Moran, who went five innings and allowed two runs to take the loss.

Hayden Theriot was the day's hero with his bat, going 2-for-2 and driving in two runs. Leadoff man Ethan Chacon reached base three times and scored a pair of runs.

"Our 1-through six guys have been really consistent for us," Baudry said. "They've been finding a groove at the plate."

The opener against East St. John was one the Tigers took firm control of early, with a five run second inning extending its lead to 6-0 in the second inning. The Wildcats scored two in the fourth and one in the fifth, but Hahnville fired back with two runs in the bottom of the fifth to all but secure victory.

Chacon drove in two runs, while Mason Lucky and Dustin Ford scored two runs a piece for Hahnville. Collin Maise went 2-for-3.

Jack Stumbo struck out nine en route to the win, allowing three runs — none earned — in six innings on seven hits. Herman Farlough took the loss for ESJ, allowing six runs — one earned — in 1.2 innings.

In Saturday's rematch, Hahnville got off to a hot start again, scoring three runs in the first inning. But East St. John answered with four in the second, leading to a back and fourth game that saw neither team garner breathing room until a three run sixth by ESJ made it 9-5.

Kevin Breaux led ESJ, going 2-for-2 with three RBIs and a run scored. Rayvon Chong went 2-for-4 with three RBIs.

For Hahnville, Max Farrell and Dustin Ford each tallied two hits.

Lonnie Ellis earned the win on the mound in relief for ESJ, while Cameron Schmill took the loss for Hahnville.

Hahnville's Makenna Cortez delivered two RBIs in Tuesday's win over Destrehan.

Ryan Arena/Herald Guide

Lady Tigers hold off Destrehan in district battle

2-1 win clinched a share of 7-5A crown for HHS

By Ryan Arena
Sports Editor
ryana@heraldguide.com

Hahnville clinched at least a share of the District 7-5A championship Tuesday, but archrival Destrehan made nothing easy for them.

The Wildcats threatened to tie or take the lead with two on in the top of the seventh inning, but pitcher Hailey Beard and the Hahnville defense got back to back groundouts to preserve a 2-1 victory at home and remain unbeaten in district play.

The 2-1 final mirrored the score of the previous game between the teams, a non-district contest also won by the Tigers.

"I think it shows we're maturing as a team."

- Jerry Nugent

With just one district game left for each team, Tuesday's clash of district unbeatens all but served as an official district championship game.

"That was a hard fought game on both ends," said Hahnville coach Jerry Nugent. "Those can go either way. It comes down to staying focused. They made a push late … you make one little blunder, and a lot of teams fall apart. We were able to pitch and play our way out of it and show composure. I think it shows how we're maturing as a team."

The Tigers jumped out ahead 1-0 in the first inning when Makenna Cortez singled and drove in Bayleigh Baudouin, who walked a batter earlier.

RIVALS *on page 2B*

Strong competition slated for Don Raymond Relays

Meet will be held today at Hahnville

Hahnville track team showing their winning hardware following a meet at Chalmette earlier this season.

Ryan Arena/Herald Guide

By Ryan Arena
Editor
ryana@heraldguide.com

Several of the area's best track and field squads will showcase their skills today at Hahnville High School as it hosts the annual Don Raymond Relays.

The meet will begin with field events starting at 3 p.m., with the track competitions kicking off at 5 p.m. The longtime tradition is named for Tigers' alumnus Don Raymond, who left a legendary legacy as not only one of the region's most decorated and accomplished athletes but also groundbreaking — Raymond was one of the first black students to attend HHS and the first ever black athlete to participate in sports at

DON RAYMOND *on page 2B*

Fishing for (and finding) success in competition

Courtesy Photo

Fishermen from Hahnville High School who participated in the BASS Louisiana state qualifier tournament at Bayou Segnette. Pictured are team members Adam Abadie Jr., Austin Hebert, Landon Baudoin, Bladen Vanacor, Davin Baudoin, Colin Melancon, Max Martinez and Bruce Wuorio. Not pictured are Cole Villasenor, Beau Bailleaux and Devin Hymel.

DON RAYMOND from page 1B

the school.

Raymond died tragically at the age of 16 after he was involved in a car accident in 1969, but he continues to inspire young athletes to this day.

"I've been talking to them about who Don Raymond was and his great contributions to Hahnville and beyond," said Brittany Bonnaffons, HHS head track and field coach. "We're really excited to run at this meet. We're all just here crossing our fingers saying 'Please don't rain' because they always love to perform at home."

As always, Destrehan will join its cross-parish rival to compete at the relays.

Among teams joining them will be Karr, Lusher, East St. John, Belle Chasse and St. James.

Bonnaffons says her team is especially excited to have a chance to see how it stacks up against several of the state's top performers.

The Tigers have had a strong start this season: the boys team has won each of its past two meets, at Vandebilt Catholic and Central Lafourche, respectively, and three Tigers athletes earned MVP honors at the Vandebilt meet. On the boys side, Jerry Spencer was named Field MVP at Vandebilt Catholic placing second in the triple jump and third in the long jump, while Gevon Hill took MVP on the track, taking first in the 100 and 200 meter dash. Kevel Byrd, meanwhile, earned Track MVP honors on the girls side with first place finishes in the 100 and 200. The relay teams have also been strong throughout the early events thus far this season.

"It's been good to see, watching them grow over the years since they were freshmen," said Bonnaffons. "They're coming into their own. We lost so many really strong seniors in last year's class, and you're wondering, 'Hey, can we recover from this?' Pooka Williams, Ashlyn Jack, Alexis Williams … really dominant performers. But our kids this year are showing they're no longer sitting in anyone's shadow, both on the track and in the field events this year. We're scoring points in a lot of events and that's what it takes to win these meets."

She said the Tigers have been comparing their finishing marks and times with those of athletes competing at some of the major track and field events thus far this season, like the Sugar Bowl Track and Field Classic, and they've compared favorably to them.

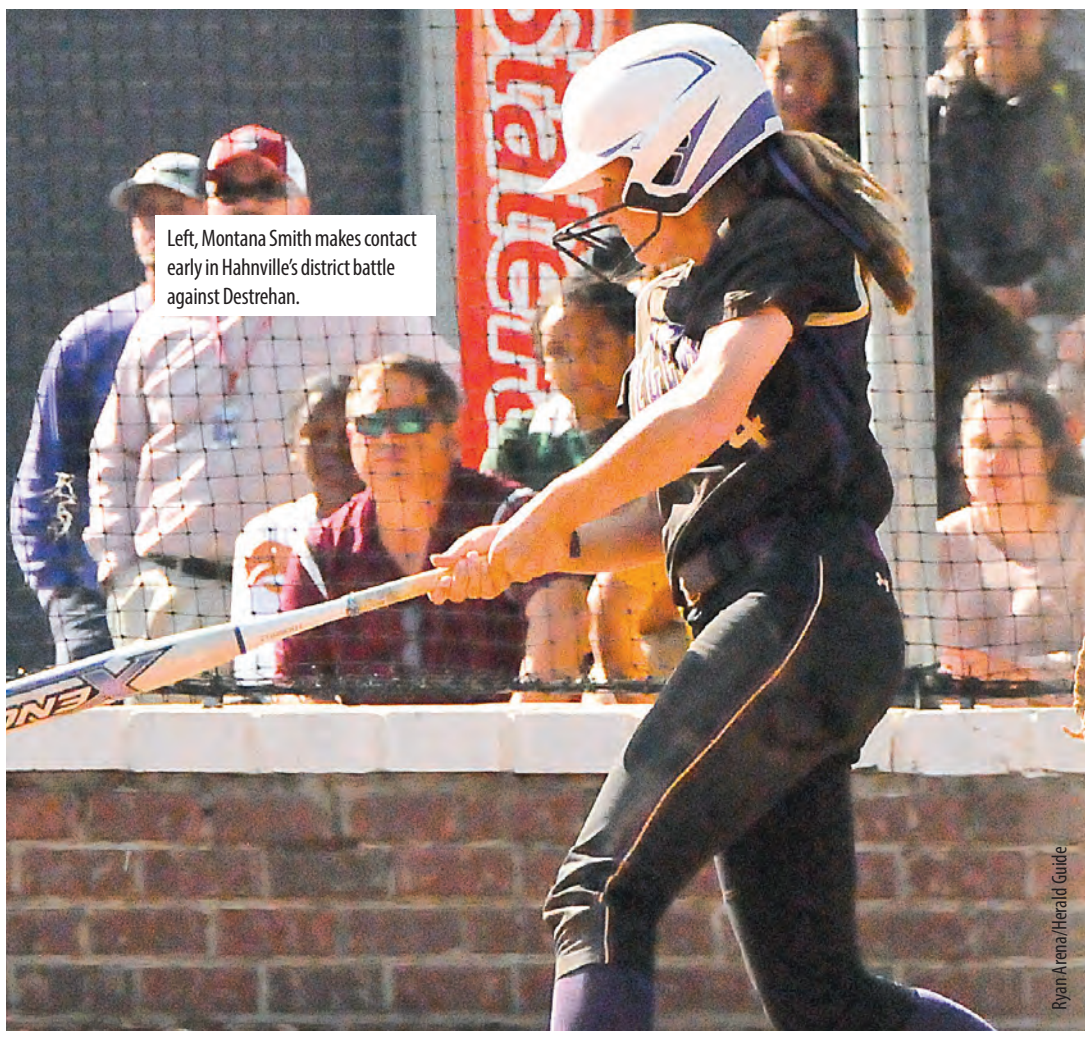
"Our times have been competitive with the times that won there, so to see a lot of those head-to-head matchups now will be fun to see," Bonnaffons said.

"They've done well at those huge relay events, so now they're coming here and we can see how we do against them. It's a chance to show what we're about."

RIVALRY from page 1B

Moriah Ocmond slides home in the sixth inning as Destrehan drew within a run of Hahnville.

Ryan Arena/Herald Guide



Left, Montana Smith makes contact early in Hahnville's district battle against Destrehan.

Ryan Arena/Herald Guide

"Tyler (Oubre)'s a great pitcher who hits her spots really, really well … she pitched a really good game," said Cortez. "So to get that hit against her felt good, because it kind of set the tone for the rest of the game for us, that energy and vibe that as long as we stay focused, we're going to win and put runs on the board."

Hahnville (16-8, 4-0) extended the lead in the third after Montana Smith, Sara Roussel and Baudouin each reached to load the bases with no outs. Cortez collected her second RBI of the game when she drew a walk to force in a run.

"We made a few mistakes early," said Destrehan coach Kenneth Montz. "We had an error and a walk lead to a run … we miss a cutoff and load the bases and they get a run. When you're playing a good team like they are, in a rivalry game like this, those mistakes come back to bite you. It was uncharacteristic of us lately."

Destrehan (13-15, 3-1) cut Hahnville's lead in half after Moriah Ocmond, Alyssa Vicknair and Gia Zeringue each singled, the third plating Ocmond to make it 2-1 in the sixth inning.

In the seventh, Oubre walked and Emma Rome lined a hit to right field to set Destrehan up with two on and one out, before Hahnville retired the side for the win.

Oubre took the loss, going six innings and allowing one earned run on four hits and three walks. She struck out six.

Beard earned the win for Hahnville, splitting time on the mound with Mackenzie Kliebert to allow one run on seven hits.

"We approached it like it was a regular game, not so much pressure," Beard said. "One pitch, one hit at a time. If someone messes up, the next person has their back and makes the play … my team had my back when they started getting hits on me. (Kliebert) came in and had my back, then I had her back."

Though the Tigers' approach was to not pile too much pressure upon themselves for this one, Cortez said when Hahnville and Destrehan match up, the energy is undeniable, regardless of sport.

"It's one of the biggest games of the seasons whether it's football, basketball, baseball or softball. So just to get the win, it's amazing," Cortez said.

She added that the Lady Tigers have been out to prove they remain a big factor in the Class 5A championship picture, after finishing as runner-up a season ago.

"(The win) just continues to show people we're in it to win it," Cortez said. "We're not selling ourselves short. I think a lot of people have doubted us this year because we lost a lot of seniors. We're showing even though we're a young team, we're still stepping up."

Nugent noted for his team's seniors, it was their 100th win with the program.

But the veteran coach also took a moment after the game to speak to and offer some words of praise to Destrehan's senior players who have battled in a series of hard fought games over the past few seasons.

"They have a really good young group of players coming up over there, and I'm looking forward to four solid years of this," Nugent said. "But I wanted to just tip my cap to those (seniors) and for them to know they laid the foundation for what's obviously a great rivalry now."

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Herald-Guide
Healthy eating series

Ready for summer

El Paso's salads are a healthy choice made fresh and authentic

By Anna Thibodeaux
Managing Editor
annat@heraldguide.com

Ornate with swirls of red onions, bright red tomatoes and topped with tantalizing grilled shrimp, steak or chicken, El Paso Mexican Grill in Luling offers healthier choices with their salads.

Assistant Manager Pilar Rodriguez said their two salads are avocado and chicken or Caesar salad. Their both presented with a healthy serving of greens topped with a grilled meat of choice – steak, chicken or shrimp. The meat is grilled with El Paso's special seasonings, lending a unique and authentic flavor to their salads.

For vegans or just plain vegetable lovers, the meat can be substituted with grilled mushrooms.

Pilar said the avocado and chicken salad includes grilled chicken served over spinach including avocado, cucumbers, tomatoes and croutons. The customer chooses the dressing, which can include blue cheese, Thousand Island, balsamic vinegar or more.

The Caesar salad is classic with romaine lettuce, Parmesan cheese, red onions and croutons. It is served with Caesar dressing.

If desired, either salad can be served with a side order of guacamole dip, which does add a few calories but is still a light dish.

This dip is made fresh daily. It includes avocado, Pico de Gallo (also made fresh) with tomato, onions, cilantro, jalapenos, topped with a twist of lime and touch of salt and pepper. If desired, the dip can be made at the table – ask for Guacamole on the Table.

Rodriguez said the dishes are tantalizing and more so when the customer can tailor either of these salads to taste.

These are eye appealing dishes with their flush of greens and finely shredded parmesan ready for the typically lighter summer fare.

According to Rodriguez, this is how they've catered to customers in the 27 years they've been in the food business.

Rodriguez said their dishes, whether salads or their standard menu, are all highlighted with freshly made, authentic recipes that include their beans, dips, rice and salsas.

El Paso Manager Hector Rodriguez displaying their salads each topped with grilled shrimp, steak and chicken.

The spicy choice

- Hector and Pilar Rodriguez manage the El Paso Mexican Grill.
- The couple moved from South America to the U.S. Hector moved up the ranks from busser to manager.
- They strive to offer the true Mexican experience in food and entertainment.

Understanding your cancer diagnosis

BY: SRIKANTH TAMMA, MD
ST. CHARLES PARISH HOSPITAL

Receiving a cancer diagnosis can be difficult, and it's natural to have several questions about the changes it may bring for you and your loved ones. As the patient, you are as much a key part of your cancer care team as the medical providers who will be treating you, so it's important to ask as many questions as you need in order to understand your diagnosis and your options as fully as possible.

The American Cancer Society recommends the following questions to ask your doctor after receiving a diagnosis, including the following:

- What type of cancer do I have? What is the extent of it?
- Do I need any other tests before we decide on treatment?
- How often do you treat this type of cancer?
- What treatment do you suggest and why?
- What's the goal of treatment – to cure or to control my symptoms?
- What are the benefits of treatment?
- What are the possible risks or side effects of treatment?
- Are there other treatments I should consider?
- How long will treatment last and how often will I need to come in for it?
- How much will treatment cost? Will my insurance pay for it?
- What can I do to be ready for treatment?
- What's my outlook for the future (prognosis), as you see it?
- Will I be able to work during my treatment?

It's also a good idea to ask your doctor to write down your exact diagnosis and stage, the drugs you'll be taking, any symptoms you should report immediately, and the contact information for all of the specialists who will be on your care team. You can bring this information to each visit and update the information as your treatment continues.

In addition to receiving your diagnosis, taking in all of the answers to the questions above can be overwhelming. You may want to bring a family member or friend to help you remember what the doctor said later. Though it may seem like many things are out of your control, it helps to focus on the things you can control.

In addition to learning as much as you can about your cancer and its treatment, find an outlet for your feelings. Whether you feel fear, sadness, confusion, or anger, expressing these emotions can make them easier to deal with. It is normal to have some or all of these emotions, but if these feelings persist, tell your doctor about it. Doing things you enjoy with the people you love is central to taking care of yourself, and helps to keep a good outlook on the life changes you are experiencing.

While you will have your cancer care team of physicians, nurses, social workers, and other professionals, don't forget about other resources of support available to you. Utilizing community-based options like places of worship and support groups can help to cope.

If you need comprehensive care after a recent cancer diagnosis, an Ochsner oncologist can discuss your options. **Ochsner.org/stch**

Srikanth Tamma, MD earned his medical degree from Kasturba Medical College in Manipal, India, in 2001. He completed an internship and residency at Sinai-Grace Hospital in Detroit, MI in 2007, followed by an oncology fellowship at Ochsner Clinic Foundation. Dr. Tamma is board certified in internal medicine and medical oncology and is now seeing oncology patients every other Monday at St. Charles Parish Hospital (1057 Paul Maillard Road, Luling, LA 70070). To schedule an appointment with him, please call 985-785-6242.

community calender

What's Happening

whatshappening@heraldguide.com

MARCH 8 - APRIL 12

Lenten dinners

St. Anthony of Padua Catholic Church and the K.C. Council 2409 are offering lenten dinners every Friday March 8 - April 12 from 5 - 7 p.m. at the church, 234 Angus Drive, Luling. Dishes will include a fish plate or gumbo with potato salad at $8 per plate.

APRIL 5

Church fundraiser

The New Life Community Church will hold a rummage sale 9 a.m. to 5 p.m. April 5 and 6 at the church, 134 Lakewood Drive, Luling. Proceeds will help defray cost of the new church sign. For more information, call Martha Toth at (504) 874-1288.

Arc Golf Classic

The Arc of St. Charles Golf Classic will be held April 5 at Cypress Lakes Country Club in Destrehan. Registration is at 11 a.m. with a 12 p.m. shotgun start. The sponsorship packages are outlined on the registration form. Anyone unable to golf, can still support the tournament through a Hole Sponsorship, Prize or Food Donation, or monetary gift.

APRIL 6

Annual Easter Egg Hunt

The Department of Parks and Recreation will host the annual Easter Egg Hunt on April 6 at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway in Luling. $2 donations are required. All proceeds benefit the Special Olympics. Pictures with the Easter Bunny will be available for $5. For more information, call (985) 783-5090.

Gala fundraiser

A Safe Space of St. Charles is holding its annual gala fundraiser 6 to 9 p.m. on April 6 at the Dufresne Community Center, Luling. Tickets are $40 each.

Men's Spiritual Reflection

Holy Family Knights of Columbus Council 9933 will present a Men's Spiritual Reflection on April 6 at Holy Family Catholic Church, 155 Holy Family Lane in Luling. They will begin at 8:30 a.m. with breakfast in the Parish Center and move into the church at 9 a.m. until 12:30 p.m. There will be three talks presented by local men of faith, short discussions, exposition of the Blessed Sacrament with adoration and benediction, and an opportunity for confession. There is no cost to attend. For more information or to sign up, contact Merlin Hymel at (504) 274-7531.

APRIL 9

Adult art fair

The St. Charles Art Guild will hold its one-day Adult Art Fair on April 9 at the Fellowship Hall of the St. Charles United Methodist Church, 1905 Ormond Blvd., Destrehan. The fair will be held from 9 a.m. to 3 p.m. Participants will work with watercolor paints, learn how to handle the medium, blend colors and create an original piece of art. Participants will also use charcoal pencil to draw reflective and transparent objects. All materials will be provided and everyone will take home a bag of materials to continue practicing the skills. The cost is $15. Bring a bag lunch or visit one of the local eateries. Attendance is limited. To register, call Kerry at (504) 756-1277.

APRIL 12 - 14

Guild's Nunsense

The River Region Drama Guild will hold "Nunsense" performances April 12 and 13 at 7:30 p.m. and April 14 at 2 p.m. at the River Region Performing Arts & Cultural Center, 15146 River Road, Norco. Tickets can be purchased at BROWNPAPERTICKETS.COM; $20 in advance on line or $25 at the door (cash or check only).

APRIL 13

Blood drive

American Legion Post 131 will host a Mr. Charlie Oubre Jr. Memorial Blood Drive with the Ochsher Blood Bank on April 13 from 8 a.m. to 2 p.m. at the American Legion Hall, 103 Milling Ave., Luling. Eat a healthy meal prior to donating. Bring a photo ID and anyone taking medications for high blood pressure and cholesterol can donate. Donors receive a special Spice Someone's Life VIP T-shirt and a meal. For more information or to join the American Legion, contact Richard Bordner, post vice commander, at (504) 343-5092.

Need to Feed

The "Need to Feed" event will be held April 13 with a 5K Run/Walk/Bike, Craft Fair and free activities for the children including story time, fire trucks, bounce houses, pony rides, a petting zoo, games, crafts and face painting. Concessions will include jambalaya and "healthy jambalaya." For updates and to sign up for the run,visithttps://www.facebook.com/events/386960605456228/. The event will be at 1905 Ormond Blvd., Destrehan.

St. Gertrude's St. Joseph's Altar

St. Gertrude The Great Catholic Church's St. Joseph's Altar drew a crowd on March 17. The event was sponsored by the Ladies Altar Society and friends. The altar featured lots of food.

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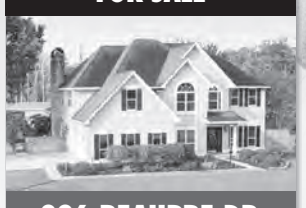

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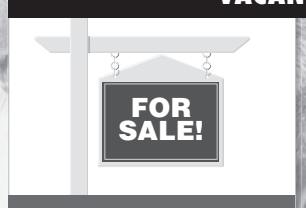

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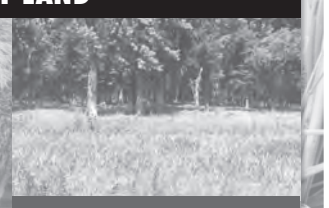

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Connor, Chloe and Cameron.

Autumn at Zam's Swamp Tour.

Madison Troxler and Addison Hymel took fourth for their first ever duet.

Grace won a cake at Mimosa Park Elementary's Cake Bingo.

Nicholas Truxillo gets a little "leather therapy."

Calleigh and Isabella Matherne.

Charlie and Zaylen Plack at City Park.

The River Parish Rangers won Gold at the Rotolo's Tournament in Baton Rouge.

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Grady and Arlie Matherne at Margaritaville.

Autumn and Gracen Nalls in Disney.

D'Angelo and Kennedy Mitchell at Lakeside Mall.

Blake's first 4-wheeler ride.

Gavin takes his first swim of the year.

Milania had a fun day at the zoo.

Kaitlin Mizell at the Lafon Performing Arts Center for a dance competition.

Landyn Dufrene at a baseball tournament at the West Bank Bridge Park.

Mason Adams, Liam Morrow and Braxton King enjoy the beautiful weather.

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The people who work at Ashton Manor don't just show up every day to do a job- they're here to positively impact the loves of those they serve. They know and understand how much they are relied upon to care for and care about the people who live in our community. Our commitment to our residents, families and each other is something no one here takes lightly.

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Being immersed in excellent care and being committed to our residents doesn't mean all work and no play – it's quite the contrary. We are not just here to provide superb care. We are also here to brighten people's lives and their spirits. We're here to lift people up, and to love every minute of it. That's why we always go out of our way to share a special moment, a smile, a joke, hold a hand, open ears and open hearts.

Every one of the people we see each day is as much a part of our lives as we are of theirs. So, it's only natural to us that we understand and celebrate their lives, their traditions, their families, their life events and their beliefs. This practice and belief extends well beyond the doors of our community and into the greater external community and neighborhoods, however all the love we provide starts from within.

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ASSISTANT STORE MANAGER NEEDED Experienced retail supervisor needed for local thirft store. Strong interpersonal skills plus five years of direct management experience required. Demonstrated skills in scheduling, merchandising, cash flow administration needed. Working knowledge of Microsoft office and QuickBooks desired. Send resume with cover letter to: Store Manager, carolwhite1017@gmail.com

Employment

FULL TIME COOK 5:30 am - 1pm Luling Living Center 1125 Paul Maillard Dr., Luling, La. Apply within. See Dietary Manager

Place Your Merchandise Ad Here 985-758-2795

Merchandise

AVON BOTTLES FOR SALE: 985-758-2363

Prayers

Prayers

Beautiful Heaven

How beautiful Heaven must be, the Home of the happy & free. Don't you want to go & see? Don't you want to make it your home?You can & you will if you follow Jesus. Never give up. Never forsake Him. Never turn your back away from Jesus. Keep on looking & trusting Him. One day you will be home. One day will last for eternity. One day our Jesus we shall see. One day will be the happy day. Come & go with me & spend eternity & be forever free. Jesus will be there for us & welcome us through the pearly gates. Our beautiful Mansion is waiting for us, so keep running the race & receive your reward.
Amen

Edna Matherne

PLACE YOUR CLASSIFIED AD FOR LESS THAN YOU THINK

For more information
Contact Yvette Dunn
985-758-2795
or ydunn@lasmag.com

St. Charles Herald GUIDE

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St. Charles Herald GUIDE

Larry Cochran
Parish President
985-783-5000
lcochran@stcharlesgov.net

Terrell D. Wilson
Councilman, District I
985-308-0866
twilson@stcharlesgov.net

Mary K. Clulee
Councilwoman, District II
985-308-1690
mclulee@stcharlesgov.net

Dick Gibbs
Councilman, District III
985-307-0182
dgibbs@stcharlesgov.net

William "Billy" Woodruff
Councilman, District IV
985-306-0281
bwoodruff@stcharlesgov.net

Marilyn B. Bellock
Councilwoman, District V
504-360-2025
mbellock@stcharlesgov.net

Traci A. Fletcher
Councilwoman, District VI
985-307-0120
tfletcher@stcharlesgov.net

Julia Fisher-Perrier
Councilwoman, District VII
985-308-0366
jperrier@stcharlesgov.net

Wendy Benedetto
Councilwoman-At-Large, Division A
985-307-0350
wbenedetto@stcharlesgov.net

Paul J. Hogan
Councilman-At-Large, Division B
985-306-0085
phogan@stcharlesgov.net

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON APRIL 4, 2019 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR:

2019-9-HOA requested by **Kevin Cavalier** for a home occupation – "Endless Metalfab, LLC" at **100 Dixie Dr., Des Allemands.** Zoning District R-1A. Council District 4.
2019-18-HOA requested by **Julie Landry** for a home occupation – "ModWoodCo" at **129 St. Anthony Street, Luling.** Zoning District R-1A. Council District 7.
2019-2-HOP requested by **Marcy Folse** for a home occupation – "Studio 225" at **225 Barton Ave., Luling.** Zoning District R-1A. Council District 2.
2019-4-MIN requested by **Schaff Real Estate, LLC** to resubdivide Lot P, Almedia Plantation into two lots at **354 Almedia Rd., St. Rose**. Zoning District M-1. Council District 5.
2019-5-MIN requested by **Victor Buccola** to resubdivide Lot 17-A, Red Church Property into two lots at **123 Burguieres Ln., Destrehan**. Zoning District R-1A. Council District 1.
2019-4-MAJ requested by **Heather Oaks, LLC** for a Preliminary Plat of Heather Oaks, 171 lots in Luling. Zoning District R-1A, C-3, and W Council District 2.
2019-5-MAJ requested by **Pecan Bayou Real Estate, LLC** for a Preliminary Plat of Pecan Bayou, 10 lots in Hahnville. Zoning District R-1A. Council District 1.
2019-4-R requested by **Olivia Zeringue** to change the zoning classification from C-2 to R-1A(M) on Lot 9, Block M, Paradis Townsite, approximately 5,000 square feet at **15296 Hwy. 90, Paradis.** Council District 4.
2019-3-SPU requested by **Kenneth Martin Jr.** for four townhouse units at **10990 River Rd, St. Rose**. Zoning District CR-1. Council District 5.
2019-3-ORD requested by **Larry Cochran, Parish President** to amend the Subdivision Regulations to add a standard for roadside drainage facilities.
2019-4-ORD requested by **Larry Cochran, Parish President** to amend the Subdivision Regulations to remove requirements for specific paper sizes and scales for subdivision plats.

ALTERNATE DATE: APRIL 11, 2019
PUBLISH: 3/21, 3/28, 4/4

Public Notice

NOTICE OF PUBLIC HEARING

ST. CHARLES PARISH HOUSING AUTHORITY

Notice is hereby given that the St. Charles Parish Housing Authority will conduct a public hearing and invite comments on their proposed 2019 Capital Fund Program and Five-Year Plan.

The 2019 Capital Fund Program and Five-Year Plan will clearly state the mission, goals and objectives of the SCPHA and what they plan to achieve over the next five years, as well as give status report on the accomplishments and progress made during the previous five years. SCPHA will identify all the elements of the plan that were revised since the last submission of an Annual Plan. Every program and financial approach will be planned and detailed in the Five-Year Plan, including capital improvements, demolition and/or dispositions, homeownership programs, conversion of public housing, project-based vouchers as well as other housing needs. The agency plan and its attachments will be available for review at the main office of the SCPHA located at 200 Boutte Estates Dr, Boutte, LA 70039

Public Housing Residents, Housing Choice Voucher Participants and the public at-large are invited to attend and provide comments at the Hearing. The Public Hearing is scheduled as follows:

Tuesday, April 9, 2019 at 6pm

St. Charles Parish Court House, Second Floor

15045 River Road, Hahnville, LA 70057

Anyone wishing to speak about the proposed 2019 Capital Fund Program and/or Five-Year Plan is invited to attend the public hearing and voice his/her opinion. Additionally, submission of written comments must be sent to: St. Charles Parish Housing Authority, Attention: Leatrice Hollis, Executive Director/ P.O. Box 448, Boutte, Louisiana 70039

For additional information, assistance or other accommodations, please call (985) 785-2601.

PUBLISH: March 28 & April 4, 2019

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, APRIL 8, 2019, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2019-0096 (3/25/19, Cochran)
An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 2, Article I. In General, Section 2-2. Fees of copies of documents (a).

2019-0098 (3/25/19, Cochran, C. Faucheux)
An ordinance to approve and authorize the execution of a construction contract with Sealevel Construction, Inc. for Project No. P080502-22A, Engineer's Canal Pump Station Improvements, in the amount of $1,014,305.00.

2019-0099 (3/25/19, Cochran, M. Albert)
An ordinance approving and authorizing the execution of an Act of Dedication and approval of the Final Plat for Oak Alley Subdivision.

2019-0100 (3/25/19, Cochran, B. Messerly)
An ordinance to approve and authorize the execution of an Engineering Services Contract between Huseman & Associates, LLC and St. Charles Parish to perform electrical and mechanical consulting engineering services associated with the replacement of the 2 HVAC units #2 and #4 at the St. Charles Parish Courthouse located at 15045 River Rd., Hahnville, LA 70057.

2019-0080 (3/25/19, Cochran, M. Albert)
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) and C-2 to C-3 on Lots WC-1 and A, Block 55A, Coteau de France Subdivision as requested by William Sigmon.

2019-0081 (3/25/19, Cochran, M. Albert)
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C2 to C-3 on Lot D, Block 55, Coteau de France Subdivision as requested by Roy Dufrene for Max & Company, LLC.

PUBLISH: March 28, 2019
April 4, 2019

Public Notice

"Anyone knowing the whereabouts of **CHRISTOPHER SCOTT OURSO**, please contact **DEANNE R. WILLIAMS, ATTORNEY**, 1308 Paul Maillard Rd., Luling, La. 70070; 985-785-5494., "Important Custodial Rights May Be Affected"

Publish: March 28 & April 4, 2019

Public Notice

Anyone with information as to the whereabouts of **Corey L. Sessions** or any heirs, successors, or assigns, please contact Loyd J. Bourgeois, Jr., Attorney 985-240-9773. "**IMPORTANT PROPERTY RIGHTS INVOLVED**."

Publish: March 28 & April 4, 2019

Public Notice

A PUBLIC AUCTION
THURSDAY, APRIL 18, 2019 AT 8:00AM
SURPLUS FROM ST CHARLES PARISH SHERIFF'S OFFICE

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

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

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

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

PUBLISH: April 4 & 11, 2019

Public Notice

ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

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

LARRY COCHRAN
PARISH PRESIDENT

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:
11:00 A.M., THURSDAY, APRIL 25, 2019

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3402, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3RD FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: https://www.centralbidding.com PROMPTLY THEREAFTER, THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD ON THE 2ND FLOOR IN THE PARISH COUNCIL CHAMBERS OF THE ST. CHARLES PARISH COURTHOUSE. FOR:

NEW AND CURRENT COMBINATION SEWER CLEANER VACUUM TRUCK

DETAILED SPECIFICATIONS MAY BE PICKED UP OR MAILED BY CONTACTING JILL SCHMILL, CPPB, CPPO, PROCUREMENT AGENT, OR SHARON ROCHELLE AT THE PARISH COURTHOUSE (PHONE 985-783-5000). BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT https://www.centralbidding.com.

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

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

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

BID ADVERTISED: (3 weeks)
ST. CHARLES HERALD GUIDE
APRIL 04, 2019
APRIL 11, 2019

Public Notice

NOTICE

Notice is hereby given that, in accordance with L.R.S. 3:1609 and LAC 7:XV.314 (A), the Louisiana Department of Agriculture & Forestry, Louisiana Boll Weevil Eradication Commission, has established a boll weevil eradication zone, the Louisiana Eradication Zone, consisting of all the territory within the state of Louisiana.

Notice is further given that all producers of commercial cotton in Louisiana are required to participate in the boll weevil eradication program, including cost sharing, in accordance with the Boll Weevil Eradication Law and regulations. This includes, but is not limited to, reporting of cotton acreage and destruction of cotton plants and stalks by December 31 of each crop year. A copy of the law and rules and regulations may be obtained from the Boll Weevil Eradication Commission, 5825 Florida Blvd. Ste. 3002, Baton Rouge, La. 70806, telephone number (225) 922-1338.

Notice is also given that the planting of noncommercial cotton is PROHIBITED in Louisiana unless a written waiver is obtained from the Commissioner of Agriculture & Forestry in accordance with LAC 7:XV.319(C). To request a waiver, submit a written application to the Department of Agriculture and Forestry, at the address provided in this notice, stating the conditions under which such written waiver is requested.

PUBLISH: April 4, 11, & 18, 2019

Public Notice

PUBLIC NOTICE

Notice is hereby given of the availability of federal funds through the Office for Victims of Crime housed in the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). This funding is to support the provision of direct services to victims of crime at no cost to the victims. Programs must be operated by a public agency, a nonprofit organization or a combination of such agencies. Priority shall be given to victims of sexual assault, spousal abuse, child abuse, and underserved populations. The Louisiana Commission on Law Enforcement (LCLE) administers and allocates these funds through the Jefferson Parish Criminal Justice Coordinating Council (CJCC) & Metropolitan District Law Enforcement Planning and Action Commission (METLEC).

The total amount available to the CJCC & METLEC in FY-2018 Victims of Crime Act Program (VOCA) funds is $5,580,660. All applicants are required to provide a 20% cash or in-kind match with the following exception: a 5% cash or in-kind match for Native American tribes/organizations on reservations. Projects will be funded on an 18-month basis.

If interested in this competitive opportunity:

The complete Notice of Funding Opportunity, application materials and instructions for submitting proposals may be obtained from the LCLE website (www.lcle.la.gov). Complete guidelines & instructions for applying may be obtained from the Jefferson Parish Community Justice Agency:

Ronald E. Lampard, Director
District 7 – Jefferson CJCC / Metropolitan District
1221 Elmwood Park Blvd., Suite 607
Jefferson, LA 70123-2337
(504) 736-6844

The deadline for submitting is: April 24, 2019.

Proposals will be considered for approval at the May 7, 2019 CJCC & METLEC Board meetings which will be held at the Joseph S. Yenni Bldg., 1221 Elmwood Park Blvd., Council Chambers, 2nd Floor, Jefferson, LA 70123 at 1 and 2 pm respectively.

Representatives of agencies under consideration will be required to attend this meeting in order to receive funding.

PUBLISH: April 4, 2019

Public Notice

PUBLIC MEETING NOTICE

The Metropolitan District Law Enforcement Planning and Action Commission (METLEC) Board will hold a public meeting on Tuesday, May 7, 2019 @ 2:00 p.m. The meeting will be held in the Joseph S. Yenni Bldg., 1221 Elmwood Park Blvd., Council Chambers, 2nd Floor, Jefferson, LA 70123. The purpose of the meeting will be to approve the allocations for FY2018 Victims of Crime Act Program (VOCA) funds, and any other business that comes before the board.

In accordance with provisions of the American with Disabilities Act Amendments Act of 2008, as amended, Jefferson Parish will not discriminate against individuals with disabilities on the basis of disability in its services, programs or activities. If you require auxiliary aids or devices, or other reasonable accommodation under the ADA Amendments Act, please submit your request to the ADA Coordinator at least forty-eight (48) hours in advance or as soon as practical. A seventy-two (72) hour advanced notice is needed to request Certified ASL Interpreters. ADA Coordinator / Office of Citizens with Disabilities, 1221 Elmwood Park Blvd., Suite 403, Jefferson, LA 70123, (504) 736-6100, ADA@jeffparish.net.

PUBLISH: April 4, 2019

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Magnolia Ridge Levee as follows:

Owner: **St. Charles Parish**

Project Title: Magnolia Ridge Levee

Project No.: P080905-6B

Principal Work Location: The contract work will be located generally south of Magnolia Ridge Road, Boutte, St. Charles Parish, LA.

Description of Basic Work: The contract work comprises of raising an existing earthen levee via opposite cast borrow, onsite stockpile material and placement of compacted embankment, a parallel crushed stone roadway, clearing, placing silt fence, constructing ramps, degrassing, fertilizing, seeding and mulching

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 10:00 a.m. local time on May 14, 2019**. Promptly thereafter, the bids will be publicly opened and read aloud in the **Council Chambers** of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Burk-Kleinpeter, Inc. located at 4176 Canal St., New Orleans, LA 70119.

A payment of $ 230 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on **April 23, 2019** at **10:00 a.m.** the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **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 3rd Floor, Hahnville, Louisiana, 70057. Electronic bids shall contain all the same documents that are required in a physically delivered bid.

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

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

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

St. Charles Parish Council
Larry Cochran, Parish President

Advertisement Source and Dates:

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

Thursday, April 04, 2019
Thursday, April 11, 2019
Thursday, April 18, 2019
Thursday, April 25, 2019

Public Notice

ADVERTISEMENT FOR BIDS

Port of South Louisiana, (herein referred to as the "Owner") hereby solicits sealed bids for the **10 Unit T-Hangar and Apron, Port of South Louisiana Executive Regional Airport** project described as follows:

STATEMENT OF WORK (PEC Project No. 11377.05): Construction of a Pre-engineered steel hangar building on concrete post tension slab, aircraft hangar doors, electrical, plumbing, utilities, asphalt pavement, aggregate base, drainage, and site work.

Sealed Bids shall be addressed to the Attn: Paul G. Aucoin, Sealed Bid Enclosed – 10 Unit T- Hangar and Apron, Port of South Louisiana Executive Regional , Contractor's License Number and Contractor's name should be printed outside of the sealed bid and delivered to **171 Belle Terre Blvd, LaPlace, LA 70068** not later than **2:00 p.m.**, on the **1st** day of **May**, **2019**. Any bid received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at **2:00 p.m. on the 1st day of May, 2019**, at the **Port of South Louisiana Office** located at **171 Belle Terre Blvd, LaPlace, LA 70068**.

A NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD:

TIME & DATE: **2:00 p.m., Tuesday April 23, 2019**
LOCATION: Port of South Louisiana Executive Regional Airport
355 Airport Road
Reserve, LA 70084

Attendance at the Pre-Bid Conference is not mandatory in order to bid on the project; however, bidders are encouraged to attend. It is the responsibility of all potential bidders to visit the job site to assess the location and conditions prior to bidding.

The Bidding Instructions, Bid Form, Contract, Plans, Specifications, and Forms of Bid Bond, Performance Bond and Payment Bond, and other bidding documents may be examined at the Office of the Port of South Louisiana located at 171 Belle Terre Blvd. LaPlace, LA 70068 or at the Office of the Engineer for the contract; Professional Engineering Consultants Corp. located at 7600 Innovation Park Drive, Baton Rouge, La 70820; (225-769-2810). Copies shall be obtained from the Engineer upon payment of a deposit of **$150.00.** This deposit will be refunded upon request in accordance with R.S. 38:2212. Validation of the Contractor's license and classifications will be made prior to release of bid documents.

Details may be viewed and electronic bids are accepted on the Central Auction House bidding website at www.centralauctionhouse.com.

Contractors submitting bids shall be licensed under LA R.S. 37:2150-2164, **Building Construction.** The bidder shall show his license number on the bid and on the sealed envelope submitting the bid.

The Owner reserves the right to reject any and all bids for just cause in accordance with R.S. 38:2214 b.

Notice is hereby given that the project is to be funded through a State grant which funds will not be available at the time of bidding. The OWNER may reject all bids and cancel this solicitation should adequate funding not be secured within 30 days after bid opening. The time limits stipulated in La. R.S. 38: 2215 do not apply based upon the statutory exception that "the contract is to be financed in whole or in part by federal or other funds which will not be readily available at the time bids are opened."

Each Bidder must deposit with his/her bid, security in the amount of at least five percent (5%) of the total bid price, provided on the specified form and subject to the conditions provided in the Bidding Instructions. Sureties used for obtaining bonds must appear as acceptable on the U. S. Department of Treasury Circular 570.

No bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof except as provided under La. R.S. 38:2214 c.

The contract will be awarded to the lowest responsible bidder without discrimination on grounds of race, color, sex or national origin. Disadvantaged businesses will be afforded full opportunity to submit bids.

Contractor employees must be able to legally work in the United States – either a U.S. citizen or foreign citizen who has the necessary authorization.

OWNER
Port of South Louisiana

BY: /s/ Paul Aucoin, Executive Director

PUBLICATION/DATES:

April 4, 2019
April 11, 2019
April 18, 2019

Public Notice

PUBLIC NOTICE OF

INTENT TO SUBMIT A PERMIT APPLICATION

VALERO REFINING – NEW ORLEANS, LLC, ST. CHARLES REFINERY

NORCO, ST. CHARLES PARISH, LOUISIANA

Notice is hereby given that Valero Refining – New Orleans, LLC, St. Charles Refinery does intend to submit to the Department of Environmental Quality, Office of Environmental Services, Waste Permits Division, an application for a permit to operate a Type I Surface Impoundment in St. Charles Parish, Range 8 East, Township 12 South, Sections 6 and 7, which is located in Norco, Louisiana.

Comments concerning the facility may be filed with the secretary of the Louisiana Department of Environmental Quality at the following address:

Louisiana Department of Environmental Quality
Office of Environmental Services
Waste Permits Division
Post Office Box 4313
Baton Rouge, Louisiana 70821-4313

PUBLISH: April 4, 2019

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 nighty 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:

Gisele Johnson (Coronado Park)
Lot 18 (204 Santa Cruz Court)
Nature of violation: Grass cutting & removal of debris

Adair Assets c/o BMO (Ama Heights)
Lot 7A (161 Kennedy Street)
Nature of violation: Grass cutting & removal of debris

Jean Fisher Washington
Lot 15-B (150 Griffin Drive)
Nature of violation: Grass cutting & removal of debris

Brian Young (Sellers Hahnville)
Lot 6A (101 Pats Court)
Nature of violation: Grass cutting and removal of debris

Harry Fink, III (Village of Paradis)
Lot 12 (318 Louisiana Street)
Nature of violation: Grass cutting & removal of debris

Blakely Alvin Selman (Coronado Park)
Lot 14 (205 Santa Cruz Court)
Nature of violation: Grass cutting & removal of debris

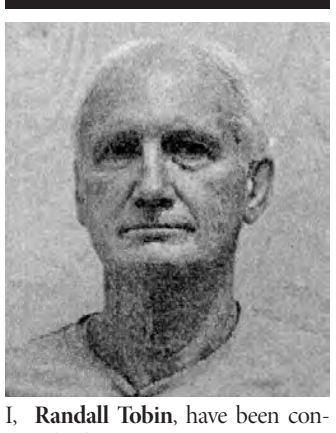
Lonny Scott (Vicknair Property)
Lot south ½ of lot 36 (128 Schoolhouse Road)
Nature of violation: Grass cutting & removal of debris

Dellary and Michelle Oubre (Village of Hahnville)
Lot in village of hahnville (15610 River Road)
Nature of violation: Grass cutting and removal of debris

Martin Lee c/o Tanza Robertson (Victoria Acres)
Lot 2-3 (720 Vans Lane)
Nature of violation: Grass cutting and removal of debris

PUBLISH: April 4, 2019

Public Notice

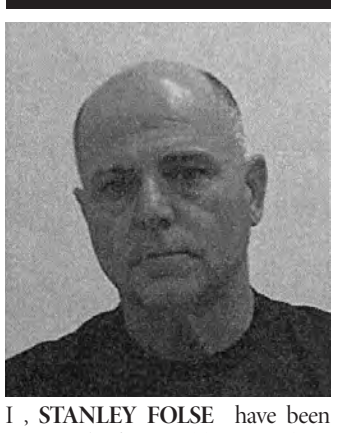


I, **Randall Tobin**, have been convicted of **AGGRAVATED RAPE**, Date of Conviction: 04/29/1980. My address is: 192 Almedia Rd., St. Rose, La. 70087.

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

PUBLISH: March 28 & April 4, 2019

Public Notice



I , **STANLEY FOLSE** have been convicted of **Forcible Rape (ATTEMPTED)**, Date of Conviction: 06/21/2010. My address is: 153 Schaubhut Ln., Des Allemands, La 70030 .

RACE: White
SEX: Male
DOB: 11/08/1968
HGT: 5'8"
WGT: 195
HAIR COLOR: Gray
EYE COLOR: Blue

PUBLISH: March 28 & April 4, 2019

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **St. Anthony of Padua Catholic Church 1st Annual Cajun Food Festival on April 27, 2019** at 234 Angus Drive, Luling, Louisiana in the Parish of St. Charles.
Alcohol will be served at this event.
The times of the festival are:
Saturday, April 27, 2019 , 12:00 pm till 9:00 pm

Publish on March 28 & April 4, 2019

Public Notice

"Anyone knowing the whereabouts of the **children or the heirs of Faye Dufour**, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 504-451-4885."

Published: April 4 & 11, 2019

Public Notice

"Anyone knowing the whereabouts of **Maple Rowan Biggs**, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 504-451-4885."

Published: April 4 & 11, 2019

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **St. Charles Parish First Responders 3rd Annual Crawfish cook-off at Monsanto Park** at 13001 River Rd. Luling, Louisiana in the Parish of St. Charles.
Alcohol will be served at this event.
The times of the festival are:
Saturday, April 20, 2019 11:00 am till 5:00 pm

Publish on April 4th & 11th, 2019

Public Notice

St. Charles Parish Public Schools Committee Meetings (Monday, March 18, 2019)
Generated by Shelly Babineaux on Tuesday, March 19, 2019

Members present
Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

Meeting called to order at 5:31 PM

1. Opening Items

1.01 Call To Order

Board President, Dennis Naquin called the meeting to order.

1.02 Roll Call

Jay Robichaux opened the Risk Management and Insurance Committee meeting.

Motion by Melinda Bernard; second by Dennis Naquin and unanimously carried to go into Executive Session as per L.R.S. 42:16-17.

2. Risk Management & Insurance Committee

2.01 Monthly Legal Update - Executive Session Committee Meeting Only

Risk Manager, John Cain informed the board of legal updates. A discussion was held.

Melinda Bernard motioned to return to regular session. Second by John Smith.

2.02 Renewal Property Insurance

Jay Robichaux called the Risk Management & Insurance Committee back to order.

Risk Manager John Cain, along with Rick Grubb and Kim Plescia with BRK insurance, presented the property insurance renewal. A discussion was held. The Board asked Administration to have a comprehensive study done on all insurances, commissions and any fees paid.

Mr. Robichaux said this item will be on the March 20, 2019 Board meeting agenda.

Motion by Melinda Bernard; second by Dennis Naquin to adjourn.

3. Personnel & Policy Committee

3.01 Personnel Items

Mr. Sonny Savoie opened the Personnel & Policy committee meeting. Assistant Superintendent of Human Resources & Administrative Services, Tresa Webre reviewed the personnel items with the Board as presented. This item will be on the March 20, 2019 Board meeting agenda.

Melinda Bernard motioned to adjourn; second by Jay Robichaux.

4. Capital Improvements Committee

4.01 Change Order Number One - Dr. Rodney R. Lafon Performing Arts Center

Dennis Naquin called the meeting to order.

John Rome along with Joey Murray of Murray Architects and Steven Louque with Lamar Contractors, presented the change orders for the Dr. Rodney R. Lafon Performing Arts Center. The total credit for all changes is $199,816.69. Approval of this change order will allow the District to make the necessary modifications to the existing contract. This item will be on the March 20, 2019 Board meeting agenda.

4.02 Substantial Completion - Dr. Rodney R. Lafon Performing Arts Center

The Dr. Rodney R. Lafon Performing Arts Center is ready to be accepted as substantially complete. Acceptance of substantial completion for the Dr. Rodney R. Lafon Performing Arts Center will allow all spaces to be utilized.

This item will be on the March 20, 2019 Board meeting agenda.

4.03 Summer Food Service Program

Teresa Brown, Administrator of Ancillary Services, and Director of Child Nutrition, Monique Age-Romero, reviewed the Summer Food Service Program as presented to the Board. The program will operate for the period of June 3, 2019 through July 11, 2019 at three sites. The sites are Carver Early Learning Center, Luling Elementary and St. Rose Elementary. This agenda item will be on the March 20, 2019 Board meeting agenda.

4.04 Safe Schools Update - Committee Meeting Only

Administrator of Safety, Security, and Athletics, Kade Rogers presented a power point update on Safe Schools to the Board. He also shared information learned from the recent active shooter drill. A discussion was held.

4.05 Long Range Major Maintenance/Capital Improvements, Principals' Capital Improvements, and Safe Schools Capital Improvements - Committee Meeting Only

John Rome, Chief Plant Services and Security Officer, presented the budget requests for Long Range Major Maintenance/Capital Improvements, Principals' Capital Improvements, and Safe Schools Capital Improvements. A discussion was held. The Board directed Administration to include funding int he FY20 budget.

4.06 Engineer Selection - Luling Elementary School Cafeteria Structural Beams Repair/Replacement - Committee Meeting Only

John Rome, Chief Plant Services and Security Officer, presented terminte dmage and the structural beam replacement in the cafeteria at Luling Elementary School. Civil & Environmental Consulting Engineers (Danny J. Hebert, P.E. L.L.C.) was chosen to provide further assessment and recommendation for repair. A list of all District approved architects/engineers was presented. Termite contracts were discussed and the Board inquired about the affects of termite contracts on property insurance rates.

Jay Robichaux motioned to adjourn; second by Melinda Bernard

5. Finance & Audit Committee

5.01 The Dr. Rodney R. Lafon Performing Arts Center Endowment Fund - Committee Meeting Only
Al Suffrin called the meeting to order.

Donna Post, Chief Financial Officer, presented an update on the formation of the Dr. Rodney R. Lafon Performing Arts Center Endowment Fund. A discussion was held. The Board requested a quarterly report of the endowment fund and its fiduciary responsibilities pertaining to the Endowment Fund.

5.02 Accounts Payable for the Month of February 2019

Donna Post, Chief Financial Officer presented the Accounts Payable for the month of February 2019. This item will be on the March 20, 2019 Board meeting.

Jay Robichaux motion to adjourn; second by Dennis Naquin.

6. Closing Items

6.01 Executive Session - Committee Meeting Only
Jay Robichaux motioned to go into Executive Session under Louisiana Revised State Statute L.R.S. 42:6.1A; second by Melinda Bernard.

Melinda Bernard motioned to go back into regular session; second by Jay Robichaux.

6.02 Meeting Adjourn

Motion by John W Robichaux, second by Melinda H Bernard.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

PUBLISH: April 4, 2019

Public Notice

St. Charles Parish Public Schools Board Meeting (Wednesday, March 20, 2019)
Generated by Shelly Babineaux on Thursday, March 21, 2019

Members present
Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

Meeting called to order at 6:29 PM

1. Opening Items

1.01 Call To Order

The Board President, Dennis Naquin, called the meeting to order.

Raheem Coleman, a 6th grade student from R.K. Smith Middle school, led the prayer.

1.02 Pledge of Allegiance

Board member, Jay Robichaux led the pledge.

1.03 Roll Call

All Board members were in attendance, Superintendent Felecia Gomez-Walker, and Executive Secretary Shelly Babineaux.

2. Resolutions/Proclamations

2.01 Resolution in Memory of Ms. Candice Tate Roussel

WHEREAS, Ms. Candice Tate Roussel served as a teacher for 28.5 years in the St. Charles Parish Public School System;

BE IT RESOLVED, that the St. Charles Parish School Board herein expresses to the family of the late Candice Tate Roussel, its sincere sympathy in this, their time of sorrow; and

BE IT FURTHER RESOLVED, that a page in the March 20, 2019 minute book be set aside for the sole purpose of inscribing thereon this resolution and that a copy of this resolution be presented to Ms. Roussel's family.

Approve the memory resolution for Ms. Candice Tate Roussel.

Motion by Alex L Suffrin, second by John W Robichaux.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

2.02 2019 United Way of St. Charles Bridge Run Proclamation

Approve the proclamation promoting the 2019 United Way Bridge Run.

Motion by Ellis A Alexander, second by Melinda H Bernard.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

2.03 School Library Month Proclamation

Approve the 2019 School Library Month Proclamation.

Motion by Clarence H Savoie, second by John L Smith.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

3. Recognitions

3.01 School Board & Superintendent's Recognition

4. Business Items

4.01 Minutes, February 18, 2019 Committee Meetings and February 20, 2019 Board Meeting

Approve the minutes of the February 18, 2019 Committee Meetings and February 20, 2019 Regular Board Meeting as presented to the Board.

Motion by John W Robichaux, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.02 Superintendent Selection

The Board members took a paper vote on the 4 remaining candidates and were recorded as follows:

Ellis Alexander - District 1 - Vote for Dr. Maria Perez-Martin
Melinda Bernard - District 2 - Vote for Dr. Ken Oertling
Dennis Naquin - District 3 - Vote for Dr. Ken Oertling
Sonny Savoie - District 4 - Vote for Dr. Ken Oertling
John Smith - District 5 - Vote for Dr. Ken Oertling
Jay Robichaux - District 6 - Vote for Dr. Ken Oertling
Art Aucoin - District 7 - Vote for Dr. Ken Oertling
Al Suffrin - District 8 - Vote for Dr. Ken Oertling

With a 7-1 majority, a motion was made to elect Dr. Ken Oertling as Superintendent of St. Charles Parish Public Schools subject to successful contract.

Motion by Alex L Suffrin, second by Melinda H Bernard.
Final Resolution: Motion Carries
Yes: Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin
Abstain: Ellis A Alexander

4.03 Personnel Items

Approve the personnel items as presented to the Board.

Motion by Clarence H Savoie, second by John L Smith.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.04 Renewal Property Insurance

Approve the recommendation of the Risk Management and Insurance Committee of the Board at a cost of $1,971,884.01.

Motion by John W Robichaux, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.05 Change Order Number One - Dr. Rodney R. Lafon Performing Arts Center

Accept change order number one for the Dr. Rodney R. Lafon Performing Arts Center with a total **credit** of $199,816.69.

Motion by John W Robichaux, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.06 Substantial Completion - Dr. Rodney R. Lafon Performing Arts Center

Accept substantial completion of the Dr. Rodney R. Lafon Performing Arts Center.

Motion by Melinda H Bernard, second by Clarence H Savoie.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.07 Summer Food Service Program

Approve the use of three cafeteria facilities for the Summer Food Service Program. Costs are covered through the St. Charles Parish Council's Summer Food Service Program.

Motion by Alex L Suffrin, second by Melinda H Bernard.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.08 Accounts Payable for the Month of February 2019

Approve the accounts payable for the month of February 2019 as presented.

COST

General Fund	$1,457,972.11
Special Revenue Funds	393,279.68
Capital Projects	411,871.89
Debt Service Fund	7,466,309.38
GRAND TOTAL	$9,729,433.06

Motion by Alex L Suffrin, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

5. Closing Items

5.01 Standing Committee Reports

Al Suffrin gave a report of the Finance & Audit Committee.
Jay Robichaux reported on the Risk Management and Insurance Committee.
John Smith said the Legislative committee did not meet, however, the Regional Legislative Committee and Superintendents met locally to discuss legislative issues that affect public education.
Sonny Savoie said the Personnel & Policy Committee met and reviewed the personnel items approved tonight.
Dennis Naquin gave the report of the Capital Improvements Committee.

5.02 Superintendent's Report

Certificate of Achievement for Financial Reporting
The St. Charles Parish Public Schools Business Department has received the highest form of recognition in governmental and financial reporting by the Government Finance Officers Association. Congratulations to CFO, Donna post and her staff for this recognition of achievement.

State Testing
Each spring the La. Dept. of Education administers tests in grades 3 – 8 to measure how well students have learned the Louisiana standards in English Language Arts, Math, Science and Social Studies. Students in grades 3-4 will take paper-based assessments during the week of April 29th. Students in grades 5-8 will take computer-based assessments during the testing window of April 1st through May 3rd. Each school will provide specific dates for testing. We ask parents to speak to their children about the importance of doing their best on these tests as the results are used in planning instruction. The scores will also be used to calculate district and school performance scores. High school students will take End-of-Course and LEAP 2025 assessments during the testing window of April 15th though May 16th. These assessments measure student learning in certain high school courses, are counted as part of the students' course grades, and are used in computing school and district performance scores. Students who pass their courses but fail the End-Of-Course or LEAP 2025 assessments will have an opportunity to attend remediation and retest in the summer. For more information, please contact your child's school.

Easter Holidays
Schools will be closed beginning Monday, April 15th through Monday April 22nd in observance of Easter Holidays. Classes will resume on Tuesday, April 23, 2019. Central Office will be open Monday, April 15th through Wednesday, April 17th and closed from April 18th through April 22nd .

5.03 Meeting Adjourn

Motion by John W Robichaux, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

PUBLISH: April 4, 2019

Public Notice

St. Charles Parish School Board Retreat (Friday, March 22, 2019)
Generated by Shelly Babineaux on Friday, March 22, 2019

Members present
Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Suffrin

Members absent
John "Jay" Robichaux

Meeting called to order at 7:56 AM

1. Opening Items

1.01 Call To Order

Board President, Dennis Naquin, called the meeting to order.

1.02 Roll Call

Seven of the Eight Board Members, Superintendent Felecia Gomez-Walker and Executive Secretary, Shelly Babineaux were in attendance.

2. Business Items

2.01 St. Charles Parish School Board Retreat

Motion by Melinda Bernard; second by Al Suffrin to open the Board Retreat.

Health Insurance
Risk Manager John Cain, along with Jesse and David Babin of USI Insurance, explained the option of self funded insurance for future decisions. A discussion was held. It was recommended to the Board to revisit the topic of self funding at the June Board retreat and additional meeting in August.

Curriculum Implementation
Fourteen Teacher Leaders presented perceptions relative to curriculum implementation to the Board. A question and answer discussion was held and more meetings between Board and teachers will be forthcoming.

Substitutes
Ken Oertling, Executive Director of Secondary schools, and Tresa Webre, Assistant Superintendent of Human Resources & Administrative Services, reported on substitute teacher pay and practices. The Board directed Administration to provide the salary schedule and policies and procedures for substitutes. A discussion was held.

Safety Committee Report
Board President, Dennis Naquin, reviewed topics that were covered in the Safety Committee meeting. Chief Plant Services & Security Officer, John Rome, also reported on LRSAP safety items. A discussion was held.

Property Development
John Rome, Chief Plant Services & Security Officer, reported on upcoming proposed parish property development. A discussion was held, including space for additional students, egress of traffic, drainage and property donation if needed.

Mental Health Iniative
Tresa Webre, Assistant Superintendent of Human Resources & Administrative Services and Jerry Smith, Executive Director of Student Services, presented an understanding of progress toward addressing mental health of students in association with Bridging Futures.

Budget Review Committee Report
Donna Post and Tresa Webre presented topics that were covered in the budget review committee meeting. These items included budget timelines, sales tax projections, LPAC budget update, Community Education update, overtime calculation update, Virtual Mastercard Rebates, Budget Committee Priorities and Internal Salary Study report. A discussion was held.

Bond extensions to fund Capital Improvements
Board members Al Suffrin and Dennis Naquin, along with John Rome, Chief Plant Services & Security Office, and Donna Post, CFO, explained to the Board the opportunity for bond extensions and projects. A discussion was held. The Board directed Administration to present a resolution at the April 2019 Board meeting to use bond extensions to fund Capital Improvements.

Tax Millage Renewal
Donna Post, CFO, explained to the Board the different options for millage renewal. A discussion was held. The Board directed Administration to maximize the millage renewal. Details of its use will be discussed at the June Board retreat.

Salary Study
The Superintendent explained the BESE Board's decision on the projected state pay raise that will go back to legislation. Tresa Webre, Assistant Superintendent of Human Resources and Administrative Services, and Donna Post, CFO, explained the salary study process, recommendations and considerations for the future. A discussion was held. The Board approved all recommendations.

Superintendent Transition
The current Superintendent and Board discussed transition items and timelines for the incoming Superintendent. A discussion was held.

3. Closing Items

3.01 Motion to Adjourn

A motion was made by Melinda Bernard; second by John Smith, and unanimously carried to adjourn the meeting.

PUBLISH: April 4, 2019

Public Notice

ORDINANCES AND RESOLUTION ADOPTED AT THE MEETING OF FEBRUARY 18, 2019, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.

St. Charles Parish

Meeting Minutes

Parish Council

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

Final

Council Chairman Julia Fisher-Perrier
Councilmembers Wendy Benedetto, Paul J. Hogan, Terrell D. Wilson, Mary K. Clulee, Dick Gibbs, William Billy Woodruff, Marilyn B. Bellock, Traci A. Fletcher

Monday, February 18, 2019 **6:00 PM** **Council Chambers, Courthouse**

ATTENDANCE

Present 9 - Wendy Benedetto, Paul J. Hogan, Terrell D. Wilson, Mary K. Clulee, John R. 'Dick' Gibbs, William Woodruff, Marilyn B. Bellock, Traci A. Fletcher, and Julia Fisher-Perrier

Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director Darrin Duhe, Executive Director Dwayne LaGrange, Finance Director Grant Dussom, Public Works/Wastewater Director Clayton Faucheux, Planning & Zoning Director Michael Albert, Grants Officer Carla Chiasson, Parks and Recreation Director Duane Foret, Justin Robert, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Tim Buford
First Baptist Church of Luling

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2019-0031

Proclamation: "Krewe of G-Old-Timers Day"

Sponsors: Mr. Cochran

Read

2019-0032

Proclamation: "Krewe of Montz Day"

Sponsors: Ms. Fletcher

Read

2019-0033

Proclamation: "Hardline Mardi Gras Fest"

Sponsors: Ms. Clulee

Read

2019-0034

Proclamation: "Krewe of Lul Day"

Sponsors: Ms. Clulee

Read

2019-0035

In Recognition: Mr. Vernon Higgins and Mrs. Susette St. Amant Higgins - 2019 King and Queen, Krewe of Lul

Sponsors: Mr. Cochran

Read

2019-0036

In Recognition: Mr. Maurice A. Loupe, Jr. - 2019 Grand Marshall, Krewe of Lul

Sponsors: Mr. Cochran

Read

2019-0037

Proclamation: "Krewe of Des Allemands Day"

Sponsors: Mr. Woodruff

Read

2019-0038

In Recognition: Mr. Michael Cortez and Mrs. Mary Ann Kraemer Cortez - 2019 King and Queen, Krewe of Des Allemands

Sponsors: Mr. Cochran

Read

2019-0039

In Recognition: Ms. Jane Fonseca - 2019 Grand Marshall, Krewe of Des Allemands

Sponsors: Mr. Cochran

Read

2019-0040

In Recognition: Ms. Ruby Peltier Fonseca - 2019 Grand Marshall, Krewe of Des Allemands

Sponsors: Mr. Cochran

Read

2019-0041

Peanut Butter Collection Drive - Mr. Austin Reeder, CEO, St. Charles Hospital

Sponsors: Ms. Fisher-Perrier

Read

2019-0043

Proclamation: Trash Bash Cleanup and Recycling Awareness Day in St. Charles Parish

Sponsors: Mr. Cochran

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2019-0050

Department of Parks & Recreation/Community Center

Parks & Recreation Director Duane Foret

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER-PERRIER AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, MARCH 11, 2019, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2019-0042

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of **"NO PARKING"** signs along the southwest corner of Easy Street and Touchard Lane in Des Allemands.

Sponsors: Mr. Hogan

Publish/Scheduled for Public Hearing to the Parish Council on March 11, 2019

2019-0044

An ordinance to rescind Resolution No. 6392 providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.

Sponsors: Mr. Hogan

Publish/Scheduled for Public Hearing to the Parish Council on March 11, 2019

2019-0051

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the St. Charles Parish Courthouse Chiller Replacement Project #GB-07-1-17 to decrease the contract amount by $100,000.00 and increase the contract time by 60 days.

Sponsors: Mr. Cochran and General Government Buildings

Publish/Scheduled for Public Hearing to the Parish Council on March 11, 2019

2019-0052

An ordinance to approve and authorize the execution of a Contract between Witt O'Brien's, LLC and St. Charles Parish in the amount of $83,946.00 to update the St. Charles Parish Hazard Mitigation Plan, FEMA PDMC-PJ-06-LA-2017-002.

Sponsors: Mr. Cochran and Department of Emergency Preparedness

Publish/Scheduled for Public Hearing to the Parish Council on March 11, 2019

2019-0053

An ordinance to amend the dangerous dog laws found in the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-1. Definitions., Section 4-6. Fierce, dangerous or vicious animal., Section 4-7. Penalties., Section 4-10. Keeping of animals not considered pets and keeping of exotic animals and to add Section 4-5.1. Animal Classification Appeals Committee., and Section 4-6.2. Liability insurance, liability bond, property surety bond for dangerous dogs.

Sponsors: Mr. Cochran and Department of Animal Control

Publish/Scheduled for Public Hearing to the Parish Council on March 11, 2019

2019-0054

An ordinance to assign the name "Union Carbide Loop" to a private drive approximately 11,815 feet long off LA Highway 3142 which accesses several locations that should be in the E-911 address system.

Sponsors: Mr. Wilson

Publish/Scheduled for Public Hearing to the Parish Council on March 11, 2019

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2019-0026

An ordinance to approve and authorize the execution of Change Order No. 5 for the Norco Library Renovation/Addition located at 590 Apple Street in Norco to decrease the contract amount by $52.75 and increase the contract time by 12 days.

Sponsors: Mr. Cochran

Reported:
Parish President Recommended: Approval
Ms. Leann Benedict, Library Director, spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Ms. Benedict spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 19-2-8

2019-0027

An ordinance to adopt the *St. Charles Parish Comprehensive Pedestrian & Bicycle Master Plan.*

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval
Speakers:
Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

Council Discussion
Planning & Zoning Director Michael Albert spoke on the matter.
Mr. Gavin Gillen, Civil Engineer, All South Consulting Engineers, LLC spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 19-2-9

2019-0028

An ordinance to approve and authorize the execution of a Professional Service Multi-Phase Project Contract with Civil & Environmental Consulting Engineers, for providing all necessary professional engineering services for a 1,270-foot road extension of the Rue La Cannes roadway. (Parish Project Number P190102).

Sponsors: Mr. Cochran and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Speakers:
Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

Council Discussion
Public Works/Wastewater Director Clayton Faucheux spoke on the matter.
Parish President Larry Cochran spoke on the matter.

Councilman Hogan motioned to make the execution of the contract contingent upon getting approval from DOTD to cross the State right-of-way; motion failed for lack of a second.

At the request of Parish President Larry Cochran, Mr. Danny Hebert with Civil & Environmental Consulting Engineers, spoke on the matter.

Further Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 1 - Hogan

Enactment No: 19-2-10

2019-0029

An ordinance to approve and authorize the execution of an Engineering Services Contract between Civil & Environmental Consulting Engineers and St. Charles Parish for the design of a Dog Park near the St. Charles Parish Animal Shelter.

Sponsors: Mr. Cochran and Department of Parks and Recreation

Reported:
Parks & Recreation Department Recommended: Approval
Speakers:
Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

Council Discussion
Parks & Recreation Director Duane Foret spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 1 - Hogan

Enactment No: 19-2-11

2019-0030

An ordinance to approve and authorize the execution of a professional service contract with Digital Engineering, for providing all necessary professional engineering services for a hydrologic/hydraulic analysis of the Ormond Oaks area. (Parish Project Number P180802).

Sponsors: Mr. Cochran and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Speakers:
Mr. Walter Pille, Destrehan

A motion was made by Councilmember Hogan, seconded by Councilmember Benedetto, to extend Mr. Pille's time an additional three minutes. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Time Extended

Speakers:
Ms. Tina Berteau, Destrehan
Mr. Milton Allemand, Hahnville
Mr. Victor Buccola, Destrehan

Public Hearing Requirements Satisfied

Council Discussion
Mr. Pille spoke on the matter.
President Larry Cochran spoke on the matter.
Public Works/Wastewater Director Clayton Faucheux spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 19-2-12

2019-0015

An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Appendix A, Zoning Ordinance of 1981, Section III. Definitions by adding Landscaping Service Business and Lawn Care Service Business, and amending Section VI. Zoning district criteria and regulations, A. Open Land District, [I.] O-L. Open Land District, 1. Use Regulations, a., by adding (13) Lawn Care / Landscaping Businesses, and amending Section VII. Supplemental use and performance regulations, 1. by adding Lawn Care / Landscaping Businesses.

Sponsors: Mr. Hogan

Reported:
P & Z Department Recommended: Denial
Planning Commission Recommended: Denial
Councilman Hogan Recommended: Approval
Councilman Hogan spoke on the matter.

Amendment: to amend the proposed ordinance to change "Lawn Care / Landscaping Businesses" to "Lawn Care Service" throughout the proposed ordinance and to amend in "SECTION I." to read "Lawn Care Service: A business offering gardening and lawn maintenance activities, such as mowing lawn and overgrowth, edging, weeding, or trimming of hedges and shrubbery."

Chairman Fisher-Perrier asked Legal Services Director Robert Raymond if the proposed amendments are significant.
Mr. Raymond stated that the changes are not significant.

A motion was made by Councilmember Hogan, seconded by Councilmember Clulee, to Amend File No. 2019-0015. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Amended

2019-0015

An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Appendix A, Zoning Ordinance of 1981, Section III. Definitions by adding Lawn Care Service, and amending Section VI. Zoning district criteria and regulations, A. Open Land District, [I.] O-L. Open Land District, 1. Use Regulations, a., by adding (13) Lawn Care Service, and amending Section VII. Supplemental use and performance regulations, 1. by adding Lawn Care Service.

Sponsors: Mr. Hogan

Speakers:
Mr. Steven Hafkesbring, St. Rose

A motion was made by Councilmember Benedetto, seconded by Councilmember Hogan, to extend Mr. Hafkesbring's time an additional three minutes. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Time Extended

Speakers:
Ms. Anne Hafkesbring, St. Rose
Mr. Glen Nelson, St. Rose
Ms. Amy Hingle, Destrehan
Mr. Victor Buccola, Destrehan

Public Hearing Requirements Satisfied

Council Discussion
Councilman Hogan read into the record an email submitted by Mr. Tyrone Johnson on his behalf.
Planning & Zoning Director Michael Albert spoke on the matter.
Ms. Hafkesbring spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yea: 6 - Benedetto, Hogan, Wilson, Clulee, Gibbs and Fisher-Perrier

Nay: 3 - Woodruff, Bellock and Fletcher

Enactment No: 19-2-13

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

2019-0025

A resolution to rescind Resolution No. 6392 providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.

Sponsors: Mr. Hogan

Councilman Hogan motioned to remove File No. 2019-0025 from the Table. Motion failed for the lack of a second.

Remained Tabled

PERSONS TO ADDRESS THE COUNCIL

2019-0045

Mr. Paul J. Hogan, PE: Resolution 2019-0025, Resolution 6392, Subdivision Regulations, Failure of our Governmental System

Heard

Chairman Fisher-Perrier began reading File No. 2019-0046. Councilwoman Fletcher called Point of Order stating that File No. 2019-0048 was skipped. Chairman Fisher-Perrier then moved back to File No. 2019-0048.

RESOLUTIONS

2019-0048

A resolution adopting the amended St. Charles Parish Citizen Participation Plan for implementation in the participation of all Louisiana Community Development Block Grant (LCDBG) Programs for the Parish.

Sponsors: Mr. Cochran and Grants Office

Reported:
Grants Office Recommended: Approval

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 6394

2019-0046

A resolution of the St. Charles Parish Council, being the governing authority of the Sunset Drainage District, requesting that the Council Secretary advertise a Sunset Drainage District meeting to be held in the Council Chambers at 6:00 pm on Monday, February 25, 2019, Monday, March 8, 2019, or any other available days prior to April 1, 2019 which the Council Secretary finds she is able to schedule, to discuss compliance or lack thereof with the Cooperative Endeavor Agreement and to get an update on the development of plans to address any areas of the Sunset Drainage District levee which have sank or may sink to below an acceptable elevation.

Sponsors: Mr. Hogan

Reported:
Councilman Hogan Recommended: Approval

Public comment opened
Mr. Milton Allemand, Hahnville

Council Discussion
Parish President Larry Cochran spoke on the matter.

Proposed resolution failed for lack of a majority by the following vote:

Yea: 1 - Hogan

Nay: 8 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Failed

2019-0049

A resolution requesting that the Administration hire a firm to conduct a Phase I Environmental Study on the property proposed for donation for the new Des Allemands Boat Launch, that it advises the Council of who is selected to perform the study upon the selection being made, that it advises of the date they are released to begin the study, and that it provides a copy of the completed study upon it being provided to the administration, and provided there are no significant findings, that the administration immediately takes the steps needed to hire a surveyor to perform a land survey of the property and that it advises the Council of the surveyor selected once one has been selected.

Sponsors: Mr. Hogan

Public comment not opened

A motion was made by Councilmember Hogan, seconded by Councilmember Benedetto, to Table File No. 2019-0049. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Tabled.

APPOINTMENTS

2019-0047

A resolution to appoint a member to the St. Charles Parish Library Board of Control as the District V Representative.

Vacancy Announced

Councilwoman Benedetto called Point of Order stating that on Wednesday, February 20, 2019, Dunleith Drive will be out of electricity from 7:00 am to 3:00 pm due to Entergy replacing poles.

ADJOURNMENT

A motion was made by Councilmember Fletcher, seconded by Councilmember Woodruff, to adjourn the meeting at approximately 8:55 pm. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Michelle Impastato
Council Secretary

PUBLISH: April 4, 2019

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTION ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, MARCH 25, 2019, 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.

2019-0055
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 19-3-5

An ordinance to approve and authorize the execution of a professional service contract with Murray Architects, for providing all necessary professional architectural services for a new electrical building behind the Public Works Office in Destrehan. (Parish Project Number P190203).

WHEREAS, the Public Works Department includes an electrical group that operates, maintains and repairs the Parish's electrical equipment; and,
WHEREAS, the Public Works Department needs additional building space to store and repair electrical equipment; and,
WHEREAS, the Parish received the attached proposal from Murray Architects to perform architectural design services for a new electrical building.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the contract for Architectural Services between Murray Architects and St. Charles Parish is hereby approved and accepted.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: ____________
SECRETARY: ____________
DLVD/PARISH PRESIDENT: March 26, 2019
APPROVED: ✓ DISAPPROVED: ____________

PARISH PRESIDENT: ____________
RETD/SECRETARY: March 27, 2019
AT: 9:05 am RECD BY: ____________

CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT made and effective as of the _____ day of ____________, 2019, 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 Murray Architects a corporation hereinafter called Architect. Whereas the Owner desires to employ a professional architectural firm to perform architectural services for the Public Works Electrical Building project as described in Ordinance No. 19-3-5, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Architect, and the Architect agrees to perform professional services required for the project described above. The Architect will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Architect will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Architect's proposal dated January 11, 2019 (Proposal), which is attached hereto and made a part hereof.

The Owner may terminate the Contract by written notification and without cause per Section 7.0. Issuance of a Notice to Proceed will serve as the Owner's approval to begin the project.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ARCHITECT

2.1 General

2.1.1 Architect shall provide for Owner professional architectural services 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 Architect. These services will include but will not be limited to serving as Owner's professional architectural representative for the Project, providing professional architectural consultation and advice, and furnishing customary architectural services.

2.1.2 In general the Project consists of the design of the Electrical Building. The project understanding is described in the Proposal.

2.1.3 Services provided by the Architect shall be performed in accordance with generally accepted professional architectural practice at the time and the place where the services are rendered.

2.1.4 Architect shall provide minutes of all meetings with St. Charles Parish.

2.2 Architectural Design: Perform the services for architectural design described in the Proposal. Submit one paper copies and one PDF file of the construction documents at 60, 90 and 100 percent complete phases to the Parish for review and comments. Based on the Parish's review comments, revise the construction documents as necessary.

3.0 SERVICES OF THE OWNER

3.1 Provide full information as to the requirements of the Contract.

3.2 Assist the Architect in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.

3.3 Guarantee access to and make all provisions for the Architect and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

4.1 For performance of Basic Services as outlined in Section 2 above, the Owner shall authorize and pay the Architect a not-to-exceed fee, based on the hourly rates shown in the Proposal, and actual time and costs. The total not-to-exceed fee is $36,500.

4.2 If the Contract, or any portion thereof, is not completed for any reason, the final fee for basic Architectural services shall be negotiated between Owner and Architect as per Section 7.0

4.3 The following documentation shall be required for payment to Architect and shall be attached to the monthly invoice.

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

4.4 For additional services described in Section 5, Owner shall pay Architect for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL SERVICES

The Owner reserves the right to request Architect to provide Additional Services described in this Section 5.0. It is mutually understood that the Owner reserves the right to reevaluate any/all interested architecture or engineering firms concerning Additional Services. The Owner shall issue written authorization to the Architect to provide Additional Services prior to the performance of any Additional Services.

Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.

5.1 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

5.2 Prepare to and serve as an expert witness for the Owner in any litigation.

5.3 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)

5.4 Services resulting from significant changes in the general scope, extent or character of the Contract or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Architect's control as approved by Owner.

5.5 Providing renderings or models for Owner's use.

5.6 Preparing documents in addition to those furnished under Basic Design for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.

5.7 Providing any type of property surveys or related services needed for the transfer of interests in real property.

5.8 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.

5.9 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

6.0 OWNERSHIP OF DOCUMENTS

6.1 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 Contract and, shall be delivered to the Owner prior to termination or final completion of the Contract.

6.2 Architect may retain a set of documents for its files.

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

6.4 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 Architect 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.

7.0 TERMINATION.

7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.

7.2 The Architect, 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.

7.3 The Architect 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.

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

7.5 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

8.1 The Architect hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

9.0 SUCCESSORS AND ASSIGNS

9.1 Owner and Architect each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

10.0 INSURANCE

10.1 The Architect 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 $500,000.00 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 $250,000.00 for each accident and not less than $1,000,000.00 aggregate.

10.2 The Architect shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of $500,000.00.

10.3 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.

10.4 Architect shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

10.5 St. Charles Parish shall be named as an additional insured on general liability insurance policies.

10.6 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.

11.0 GENERAL

11.1 The Architect shall indemnify and save harmless the Owner 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 reason of any negligent act by the Architect, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

11.2 While in the performance of services or carrying out other obligations under this Agreement, the Architect shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Architect arising from the performance of their services under this Agreement. The Architect shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.

11.3 The Architect warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.

11.4 This Agreement being for the personal services of the Architect shall not be assigned or subcontracted in whole or in part by the Architect as to the services to be performed hereunder without the written consent of the Owner.

11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.

11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Architect shall take appropriate steps to assure compliance.

11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, In this Contract, and the Architect shall take appropriate steps to assure compliance.

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

12.0 ACCESS TO SITE

12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Architect, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Architect in order to perform its services under this Agreement.

13.0 WARRANTY

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

13.2 If Architectural Services designed by Architect do not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Architect's failure to meet the standard of care in its design services, Architect will indemnify the Parish for Architect's share of the costs incurred to bring Architectural Services for project to the limitations mandated.

13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Architect's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

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

WITNESSES: ST. CHARLES PARISH

____

____________________ ____________________
Larry Cochran
Parish President

WITNESSES: ____________________
Murray Architects

____

____________________ ____________________

January 11, 2019

Don Edwards, P.E., Senior Engineer
Public Works Department
100 River Oaks Drive
Destrehan, LA 70047

RE: St. Charles Parish
Electrical Department Warehouse/Office

Dear Mr. Edwards,

In accordance with your request, we are pleased to provide the following professional services proposal for your review.

General Project Description

We understand that you wish Murray Architects, Inc. to provide professional services for the above captioned project.

Services Provided By Murray Architects, Inc.

- Provide construction documents necessary to bid, build project consisting of a new two-story front portion with office down stairs and small parts storage upstairs. In the rear will be warehouse space with one garage door and swing crane. The entire facility will be climate controlled.
- Obtain soil boring for foundation design
- Survey of existing site

Items Provided By Client

- Detail scope of work
- As built drawings

Services Not Included

- Reimbursable expenses (Xerox copies, overnight charges, permit fees, etc.)
- Design and permitting of SWPP

Schedule of Services and Fees

We can provide the services listed above for a lump sum fee **$36,500.00** for services.

Xerox copies - $3.00 each. Minimum charge of $12.00.

Additional services shall be charged at our current standard hourly rates listed herein.

Principal	$ 200.00/Hr.	Draftsman	$ 85.00/ Hr.
Sr. Architect	$ 150.00/Hr.	Inspector	$ 60.00/ Hr.
Project Director	$ 160.00/ Hr.	Clerical	$ 50.00/ Hr.

Please find attached our standard section of terms and conditions as they apply to the referenced project. Thank you for the opportunity to provide this engineering proposal for your review.

Sincerely,
Murray Architects, Inc.

Michael J. Tabb, AIA

Offered by (MA): Accepted by (Client):

____________________ ____________________
(Signature) (Signature) (Date)

Michael Tabb / Architect ____________________
(Printed name/title) (Printed name/title)

The terms and conditions on the proceeding form are part of this agreement.

2019-0056
INTRODUCED BY: LARRY COCHRAN PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 19-3-6

An ordinance to approve and authorize the Parish President to acquire a 0.009- acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 5-1, portion of Lot 38, Almedia Plantation, Sec. 40, T12S – R9E St. Rose, now or formerly owned by George Saba Ellis, Jr. Et Al.

WHEREAS, the Louisiana Department of Transportation and Development (DOTD) is designing road improvements to US 61; and,

WHEREAS, drainage improvements are needed to convey stormwater from the south-side to the north-side of US 61 in the St. Rose area; and,

WHEREAS, the Parish is collaborating with DOTD to add the design of stormwater culverts across US 61 to improve drainage; and,

WHEREAS, the proposed drainage improvement requires the acquisition of a temporary construction servitude over Parcel No. 5-1; and,

WHEREAS, the drainage improvement and the acquisition of the hereinafter described servitude is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of $344.00 the property more particularly described in the "Temporary Construction Servitude" document attached hereto and made a part hereof, from now or formerly owned by George Saba Ellis, Jr. Et Al.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: ____________
SECRETARY: ____________
DLVD/PARISH PRESIDENT: March 26, 2019
APPROVED: ✓ DISAPPROVED: ____________

PARISH PRESIDENT: ____________
RETD/SECRETARY: March 27, 2019
AT: 9:05 am RECD BY: ____________

STATE PROJECT NO. H.000320
US 61 (RAILROAD OVERPASS TO LA 50)
CULVERT INSTALLATION PROJECT
ST. CHARLES PARISH
PARCEL NO. 5-1

TEMPORARY CONSTRUCTION SERVITUDE

STATE OF LOUISIANA
PARISH OF ST. CHARLES

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

GEORGE SABA ELLIS, JR. (XXX-XX-____), (1/2 interest, separate property), being of the full age of majority and a resident of Parish of Orleans, State of Louisiana, who declared that he has been married but twice, first to Jane Reeves Schlegal from whom he is divorced and then to Kelley Lozes Ellis, with whom he is separate in property and with whom he lives and resides at 215 Fairway Drive, New Orleans, LA 70124;

JOAN ELLIS GREEN (XXX-XX-____), nee Ellis, (1/2 interest, separate property) , being of the full age of majority and a resident of the County of Davidson, State of Tennessee, whose mailing address is 706 Greeley Drive, Nashville, TN 37205, who declared that she has been married but once and then to David Sawyer Green, with whom she lives and resides, collectively called Grantor;

and

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by Larry Cochran, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, appearing herein pursuant to Ordinance No. 19-3-6, adopted by St. Charles Parish Council on March 25, 2019 a copy of which is attached hereto and made a part hereof, hereinafter referred to as Grantee;

Grantor in consideration of the benefits, uses and advantages accruing to Grantor and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the Grantee the following described temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project ("Project"), situated in St. Charles Parish, Louisiana:

Parcel 5-1 Temporary Construction Servitude

A certain tract or portion of ground being described as a temporary construction servitude for the installation of a culvert crossing US 61 near the town of St. Rose. More fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON PORTION OF LOT 38, ALMEDIA PLANTATION, SEC. 40, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY GEORGE SABA ELLIS, JR. ET ALS. and the design plans entitled "US 61 Railroad Overpass to LA 50 DOTD project number H.000320" being located across the front of the George Saba Ellis, Jr. property, Lot 38, in what is known as Almedia Plantation, situated in the Parish of St. Charles, State of Louisiana, in Section 40, T12S-R9E, the Southeastern East of the Mississippi River Land District, said tract or portion of ground at the intersection of the East right of way line of Almedia Rd. with the North right of way of Airline Hwy, in St. Rose, more particularly described as follows:

The station and offsets are based on the referenced design Project and Adopted baseline. Commencing at station 188+21.06 thence an offset to the right a distance of approximately 73.38 feet to a point of beginning (POB) common with this northern right of way of US 61; thence an arc with radius 2996.35 feet, arc length 24.12 feet, chord 24.12 feet, and chord bearing S84°53'23.35" W to a point located at station 188+45.17 and an offset of 72.74 feet; thence N39°05'36.46" W a distance of approximately 12.89 feet to a point located at station 188+52.66 and an offset of 83.24 feet; thence N50°54'23.54" E a distance of approximately 20.00 feet to a point located at station 188+36.38 and an offset of 94.85 feet; thence S39°05'36.46" E a distance of approximately 26.37 feet to the point of beginning common to the US 61 right of way located at station 188+21.06 and an offset of 73.38 feet, containing 0.009 acres or 392.64 square feet, more or less, of said temporary construction servitude and more fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON PORTION OF LOT 38, ALMEDIA PLANTATION, SEC. 40, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY GEORGE SABA ELLIS, JR. ET ALS, a copy attached hereto and made a part hereof, and design plans entitled "US 61 Railroad Overpass to LA 50 DOTD project number H.000320", located in what is known as Almedia Plantation Section 40, T12S-R9E, East of the Mississippi River, St. Charles Parish, Louisiana, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.

Being the same property acquired by George Saba Ellis, Jr. and Joan Ellis Green by Extract of Judgment of Possession, dated August 12, 1998, recorded in the St. Charles Parish Clerk of Court Conveyance Records on August 13, 1998 in COB 542, Folio 158, Instrument Number 223734; being the same property further acquired by George Saba Ellis, Jr. and Joan Ellis Green by Extract of Judgment of Possession, dated May 17, 2002, recorded in the St. Charles Parish Clerk of Court Conveyance Records on May 20, 2002 in COB 602, Folio 615, Instrument Number 266617; being the same property further acquired by George Saba Ellis, Jr. and Joan Ellis Green by Extract of Judgment of Possession, dated October 15, 2005, recorded in the St. Charles Parish Clerk of Court Conveyance Records on November 16, 2005 in COB 658, Folio 847, Instrument Number 312961; being the same property acquired by George Saba Ellis, Jr. and Joan Ellis Green by Act of Donation dated December 27, 2018 and recorded in St. Charles Parish Clerk of Court Conveyance Records on January 8, 2019 in COB 872, Folio 293, Instrument No. 437877; and being the same property acquired by George Saba Ellis, Jr. and Joan Ellis Green by ____________________ dated ______________ and recorded in St. Charles Parish Clerk of Court Conveyance Records on ____________ in COB ___, Folio ___, Instrument No. _________.

Grantee is hereby authorized, in the construction and maintenance of said Project, to remove from the property herein described earth and other material in accordance with usual construction and maintenance policies.

The Grantee shall pay unto Grantor for the temporary construction servitude(s) hereby conveyed, upon approval by the Grantee of Grantor's title to the hereinabove property, free and clear of all encumbrances of any kind or nature whatsoever, and in full settlement and satisfaction of any and all claims for damages resulting from the grant of said temporary construction servitude(s), the price and sum of THREE HUNDRED FORTY-FOUR AND NO/100 ($344.00) DOLLARS.

Grantor acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the temporary construction servitude herein granted and for any and all diminution in the value of Grantor's remaining property as a result of the granting of this temporary right of way for the purposes of constructing drainage improvements.

It is agreed and understood that prior to completion of the said project, the property upon which the hereinabove described temporary construction servitude is located shall be left free of all construction scars.

The temporary construction servitude hereby granted shall be for a term of one (1) year at THREE HUNDRED FORTY-FOUR AND NO/100 ($344.00) DOLLARS per year and shall commence upon the date a work order is issued to the contractor, for construction of the respective construction project for which the servitude is required.

Should the above recited term not be sufficient to complete the Project, the Grantor grants to the Grantee the option to extend the servitude for an additional one (1) year at the same terms and conditions as herein specified. This extension shall be automatic.

It is further agreed and understood that the Grantee's rights to the said temporary construction servitude shall terminate upon the date of Final Acceptance of the said Project by the Parish of St. Charles recorded in the mortgage records of the St. Charles Parish Clerk of Court. The fee simple title to the said Parcel 5-1 shall remain vested in the Grantor.

Grantor retains the rights to fully use and enjoy the above-described property, except as to the rights herein above granted. Grantee agrees to indemnify and hold harmless Grantor from any and all damages, which Grantor may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this temporary construction servitude.

NOW UNTO THESE PRESENTS comes **DAVID SAWYER GREEN** appearing herein to acknowledge that the interest in the property conveyed herein by JOAN ELLIS GREEN is in fact the separate and paraphernal property of his wife, JOAN ELLIS GREEN.

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

IN TESTIMONY WHEREOF, in Parish of _____, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 2019, after a due reading of the whole.

WITNESSES:

GRANTOR:

_____

GEORGE SABA ELLIS, JR.

Print Name

Print Name

_____
NOTARY PUBLIC

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

IN TESTIMONY WHEREOF, in County of _____, State of _____ the parties hereto have signed, executed, and acknowledged this instrument as their free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 20___, after a due reading of the whole.

WITNESSES:

GRANTOR:

X_____

JOAN ELLIS GREEN

Print Name

INTERVENOR:

X_____

Print Name

DAVID SAWYER GREEN

_____
NOTARY PUBLIC

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

IN TESTIMONY WHEREOF, in Parish of St. Charles, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 2019, after a due reading of the whole.

WITNESSES:

GRANTEE:
ST. CHARLES PARISH

_____

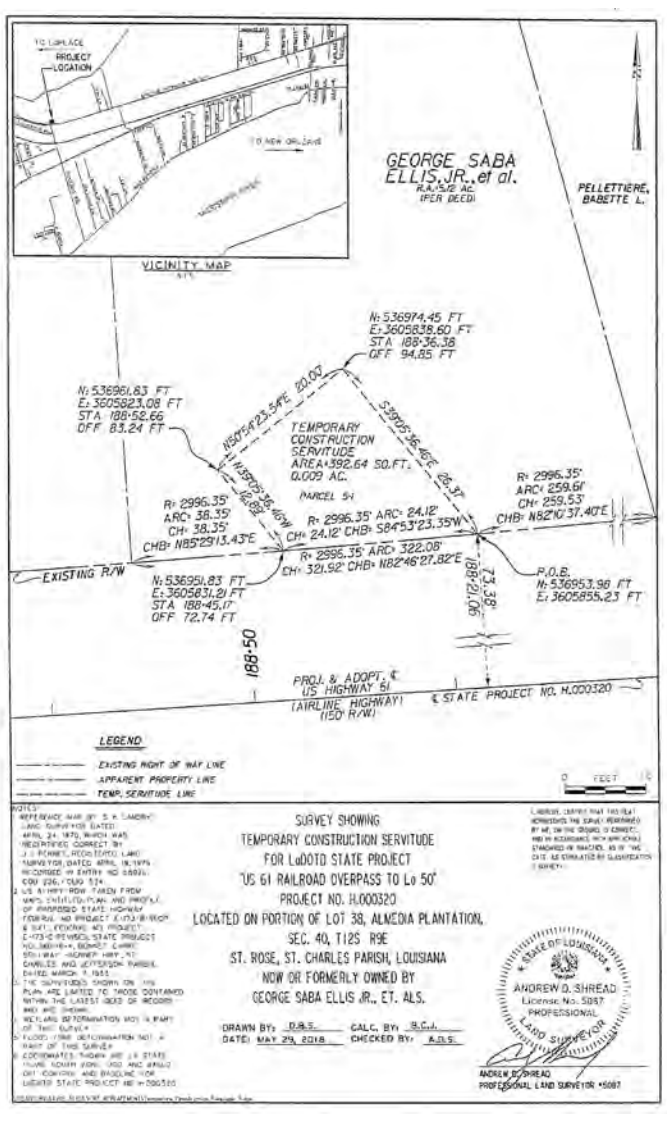
LARRY COCHRAN, PRESIDENT

Print Name

Print Name

_____
NOTARY PUBLIC

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



2017-0260
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF WATERWORKS)

ORDINANCE NO. 19-3-7

An ordinance to authorize the sales by Waterworks District No. 1 of St. Charles Parish for property located at Lots 11, 12 & Pt. 13 Barreca St., Norco (Barreca Tower Site), Lot 119 Gordon St., Destrehan (Gordon Tower Site), Lot A Diane Pl., St. Rose (Dianne Place Tower Site), and Lots 45 & 47 Gordon St., Destrehan (Gordon Booster Station); and to approve and authorize the attached Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company to act as Waterworks District No. 1 of St. Charles Parish's designated agent/auctioneer for the sales.

WHEREAS, Waterworks District No. 1 of St. Charles Parish is the owner of the four above listed parcels of property; and,

WHEREAS, the referenced properties were the previous sites of three water towers and one pressure booster station, all of which have been removed from service; and,

WHEREAS, with the removal of the water system components, there is no continuing public need for the properties.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the sales by Waterworks District No. 1 of St. Charles Parish for the above described properties is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the said Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company on behalf of Waterworks District No. 1 of St. Charles Parish.

SECTION II. That the Parish President is hereby authorized to execute any and all documents related to and necessary for the sale of the above referenced properties on behalf of Waterworks District No. 1 of St. Charles Parish, including but not limited to the individual Acts of Sale.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: Michelle Lapostato
DLVD/PARISH PRESIDENT: March 26, 2019
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: March 27, 2019
AT: 9:05am RECD BY: _____

SPERRY VAN NESS/GILMORE AUCTION & REALTY COMPANY
3316 FLORIDA AVENUE
KENNER, LOUISIANA 70065-3645

EXCLUSIVE RIGHTS OF SALE AUCTION LISTING AGREEMENT

1. This exclusive right of sale agreement of the property below for the listing and sale of real estate made this _____ day of _____, 2019 by and between the following parties:

SELLER (S): Waterworks District No. 1 of St. Charles Parish	Robert L.Raymond, Director of Legal Services	
NAME	ATTN:	
14108 River Road P.O. Box 340	rraymond@stcharlesgov.net	
ADDRESS	E-MAIL	
Destrehan	LA	70047
CITY	STATE	ZIP
(985)783-5013	(985)783-5013	
PHONE	Dawn Higden	CELL

Hereinafter referred to as "Seller".

SELLER'S DESIGNATED AGENT:
SPERRY VAN NESS/GILMORE AUCTION & REALTY COMPANY
3316 FLORIDA AVE.
KENNER, LA 70065-3645
PHONE: (504) 468-6800 FAX: (504) 468-6811

Hereinafter referred to as "Auctioneer",

Hereby agree that the Seller shall sell the below described property upon the terms and conditions as set forth in this contract.

2. This agreement shall consist of 3 pages plus exhibits and attachments, if any.

3. Seller gives auctioneer the sole and exclusive right to sell the following described property:
Lots 11, 12 & Pt.13-,Barreca St., Norco; Lot 119- Gordon St.,Destrehan, Lot A- Diane Pl.,, St. Rose, Lots 45,47 - Gordon St., Destrehan

Subdivision:	City:	Parish/County: St. Charles	State: LA	Zip:

Including: _____

Excluding: _____

4. DATE OF AUCTION SALE: 45 – 60 days Auctioneer shall conduct an Auction /Sealed Bid, Dual Bid or Online on about the above date and shall use its best efforts to secure a purchaser for the above described property at the terms named within this agreement or upon any other price and terms acceptable to the Seller.

4a. SERVICES PROVIDED BY AUCTIONEER: Marketing Services- Budget planning, signage, ad copy, ad layout, brochure design, printing, ad placement, mailing lists, telemarketing, property preview coordination. Auction Services- Auctioneering, bid assistants, clerking, contract preparation, auction facilities, audiovisual. Post Auction Services – Supervise closing agent, purchaser/seller follow-up and monitor act of sale.

5. TIME PERIOD OF LISTING AGREEMENT: This exclusive right of sale listing agreement shall begin when Auctioneer and Seller have signed this agreement. It shall continue through and include sale date. It shall then be extended for 30 days under the same Terms & Conditions. The post auction listing shall include signage, World Wide Web Advertising and the Multiple Listing Service. The benefits and obligations of this contract herein shall inure to and bind the respective, heirs, executors, administrators, successors, and assigns of the parties hereto. If an Agreement to Purchase and Sell is executed during the term of this Listing Agreement, the parties agree to extend the effective period of this Listing Agreement to include the closing date as provided for in the Agreement to Purchase, or any extension thereof.

Seller further agrees to pay Auctioneer the Auction Fee stated below on any sale of said property negotiated by Seller within 90 days after the expiration, extension, or termination of this contract with any party (or the nominee, representative or affiliate of such party) to whom said property was submitted during the term of this contract, including but not limited to: registered bidders, open house attendees, and prospects that have contacted Auctioneer for information. Auctioneer shall provide to seller a list of all prospects within 30 days of the event.

6. AUCTION FEE: The Auction Fee will be in the form of a 10% Buyer's Premium added to the Purchaser's final bid price and included in the total contract price. When the property is sold during the listing period through sale by auction or otherwise, Seller shall pay the Auctioneer the above mentioned Auction Fee, from the total contract price whether the Purchaser is secured by the Auctioneer, by the Seller, by the Auction, or by any other person or means. If the property is sold through negotiation prior to or after the auction, the Auction Fee shall be deducted from the purchase price. Auction Fee is due and payable upon Act of Sale or in the case of Default as listed in Paragraph #11. The commissions reflected in this agreement have been negotiated only by the parties to the agreement.

7. INQUIRIES: Seller agrees to promptly disclose and refer to the Auctioneer all written or oral inquiries from brokers or prospects interested in Seller's property, to cooperate fully and not to obstruct the sale of the property during the term of this contract.

8. TERMS OF SALE: Seller agrees to sell the above listed property at auction for the reserve price of appraised value or any other price, or upon any other terms, as hereafter agreed upon.
Auction shall be advertised and conducted ☑ Absolute to the highest bidder. Title shall be transferred to Purchaser within 30 days of auction date or by contract date. Seller agrees to have this property included in a multi-seller/multi-property auction event.

9. ADVERTISING AND PROMOTION INVESTMENT: Auctioneer is authorized to place auction advertising in such media as Auctioneer selects, and provide necessary support, promotional assistance, supplies, and materials to produce an auction of superior quality. In consideration thereof, Seller agrees to pay a non-refundable flat fee of $1,000 for these services. Seller hereby authorizes Auctioneer to install auction signs on listed property.

10. LIENS AND ENCUMBRANCES: Seller warrants that to the best of his knowledge, the only known liens and encumbrances against said property are as follows:

Mortgagor	Amount	Payment
NONE		

Additional Liens, Judgments, Assessments and Lis Pendens:

NONE		

The seller agrees to hold the Auctioneer harmless in the event of any legal action as the result of any undisclosed liens, encumbrances or title defects.

11. DEFAULT BY PURCHASER: In the event the transfer of title to Seller's property is not completed because of default by Purchaser, Seller shall pay to Auctioneer one-half of the earnest money forfeited. However, the fee shall not exceed the full amount had the transaction closed.

12. DEPOSIT: Auctioneer or Escrow Agent is authorized to accept, give receipt for, and hold all monies paid or deposited. Deposits will be held in the Escrow Account.

In the event of an escrow deposit dispute and the Auctioneer is in doubt as to the disbursement of escrow funds, he shall have the right to release the money to a court of competent jurisdiction, which shall determine the rights of the parties involved in the dispute; but in no case, will this action waive the Seller's responsibility of the Auction Fee to the Auctioneer.

13. ATTORNEY FEE AND COSTS: In connection with any litigation arising out of this contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

14. LIMITATION OF LIABILITY: Auctioneer shall not be responsible for any damages, expenses, or other losses occurring by the high bidder at any Auction refusing to submit or sign a written offer and agreement confirming his bid, or refusing to perform on his agreement to purchase.

Seller understands that this agreement does not guarantee the sale of his property, but it does guarantee that the Auctioneer will make a sincere and honest effort to procure a sale for the Seller's described property.

In consideration of the efforts and expenditures by the Auctioneer, Seller shall indemnify the Auctioneer against all liability, loss and expenses, including reasonable attorney's fees and court costs that the Auctioneer may incur as a result of any claim or suit against the Auctioneer by any person for personal injury or property damage sustained by such person while on or about the herein above described premises, due to the condition of said premises or Seller's negligence.

15. TITLE GUARANTY: Seller agrees and warrants that he has the ability to satisfy all mortgages, liens, judgments and any other encumbrances and to deliver to the Purchaser a good and merchantable title, free and clear of all liens and encumbrances except those put on or assumed by the Purchaser as part of the purchase price. Seller agrees to hold the Auctioneer harmless in the event of Seller's inability to perform. Seller agrees to use auctioneer's appointed title agent, to provide closing services. Seller agrees to provide a Title Insurance Commitment showing title to be good and insurable. Real Estate taxes and rentals, if any, to be prorated to and excluding date of Act of Sale.

16. OTHER AGREEMENTS: No modification or change in this listing agreement shall be valid or binding upon the parties involved, unless it is in writing and executed by the parties to be bound thereby.

17. CONDITION OF PREMISES: Property to be sold *"as is, where is"*, with the Seller and Auctioneer making no guaranties as to the condition of said property. Seller agrees to represent the true state of affairs with respect to the condition of the property and authorizes Auctioneer to disclose this condition to prospective Purchasers.

18. SPECIAL TERMS: N/A

19. DISPUTE RESOLUTION/MEDIATION: If any disagreement or claim arises under this agreement and is not settled promptly in the ordinary course of business, the parties agree to submit the matter to non-binding Mediation. ~~and if the parties still fail to voluntarily resolve it, then binding arbitration in accordance with the next paragraph.~~

20. ~~ARBITRATION: If the parties are unable to resolve the disagreement or claim as provided in the above paragraph, and then such disagreement or claim shall be settled by binding arbitration. The arbitrator in such dispute shall be mutually selected by the parties, and then in accordance with the rules and regulations of the selected arbitrator and the laws of the State of Louisiana relative to arbitration. The parties shall be bound by the arbitrator's final decision. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney's fees and other related expenses resulting from the arbitration. The terms of this Paragraph shall apply to all claims, disputes, controversies, and other matter at issue between the parties, arising out of or relating to the Agreement.~~

PROJECT MANAGER

by: _____ 3-27-19
SELLER DATE

DATE

by: _____
SELLER DATE

by: _____ DATE
SELLER

by: _____ DATE
SELLER

SPERRY VAN NESS/SVN/GILMORE AUCTION & REALTY CO.
Louisiana Auctioneer License #447
Louisiana Real Estate Brokers License #42445
Mississippi Auctioneer License #378
Mississippi Auction Firm License #641F
Mississippi Real Estate License #B-14307
Texas Auctioneer License #00011136
Alabama Auctioneer License #1832
Arkansas Auctioneer License #1979
Arkansas Real Estate Brokers License #PB00066681
Oklahoma Real Estate Brokers License #149073
South Carolina Auctioneer License #3815

DAVID E. GILMORE

DATE

Necessary File Items

The following is a list of necessary file items that will enable SVN/Gilmore Auction & Realty Co. to professionally promote your property. Please try to be accurate and thorough as it may affect the final value of the real estate.

€ Titles/Mortgage Documents	€ Listing Agents *(if applicable)* (Name, Address, Phone)
€ Title Insurance Policy	€ Seller's List of Prospects
€ Appraisal	€ Keys/Alarm Codes
€ Brief Description of Property	€ Management Company *(Name, Address, Phone)*
€ Survey	€ Rem Roll & Expenses
€ Location Map/Site Map	€ Condo Documents *(if applicable)*
€ Tax Bills	€ Property Disclosure *(addendum)*
€ Reserve Prices	€ Leases/Tenant Information*(Name& Phone)*
€ Real Estate Agency Disclosure	€ Referrals

Please provide these items upon acceptance of the Listing Agreement or shortly thereafter as we cannot effectively promote your property without this important information.

2019-0076
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 19-3-8

An ordinance to approve and authorize the execution of a Professional Services Agreement with GCR, Inc., for land program management and right-of-way acquisition services for Public Works and Wastewater projects and to allow for term extensions in one (1) year increments for a maximum of three (3) years with a maximum compensation total of $75,000 per contract year.

WHEREAS, the St. Charles Parish Council has adopted professional services agreements with GCR, Inc. for land program management and right-of-way acquisition services for parish Hurricane protection and drainage projects; and,

WHEREAS, the St. Charles Parish Council desires to approve a service agreement with GCR to provide professional services to Public Works and Wastewater to assist in right of way acquisitions required for Public Works and Wastewater projects.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That a Professional Service Agreement between GCR, Inc. and St. Charles Parish for land program management and right-of-way acquisition services for parish Public Works and Wastewater projects and to allow for term extensions in one (1) year increments for a maximum of three (3) years with a maximum compensation total of $75,000 per contract year is hereby approved and accepted.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: Michelle Lapostato
DLVD/PARISH PRESIDENT: March 26, 2019
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: March 27, 2019
AT: 9:05am RECD BY: _____

ST. CHARLES PARISH

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the _____ day of _____, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and GCR, Inc., a Louisiana Corporation acting herein and through its President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein on an as-needed basis.

1. GENERAL

The OWNER engages the CONSULTANT to perform specific professional services identified and described in the scope of work for the Public Works and Wastewater Department. CONSULTANT services shall conform to the requirements of the OWNER and all participating regulating agencies.

2. SERVICES OF THE CONSULTANT

a. The services consist of the work defined and authorized on individual task orders for various projects as-needed. The work generally consists of attending project meetings, providing and/or coordinating: title and tax research, surveys appraisals, appraisal reviews, landowner meetings, landowner negotiations, land acquisition closings, and general project support (which includes but is not limited to: preparation of presentation materials, maps, and exhibits).

b. CONSULTANT shall coordinate with the OWNER's legal representation on as-needed basis to support the OWNER's effort to acquire real estate interests. CONSULTANT shall be expected to perform professional services or furnish to OWNER turnkey right-of-way or servitude documents for land acquisitions as requested by task orders.
CONSULTANT shall provide management support to OWNER including, but not limited to: preparation of project status reports; preparation and submittal of permitting documents (which may include mitigation plans); preparation of presentation materials and legal exhibits; and preparations of project schedules and cost estimations.

3. PERIOD OF SERVICE

a. This AGREEMENT shall be effective for a period of one (1) year.

b. The AGREEMENT may be extended in one (1) year increments for a maximum of two (2) years with mutual written agreement of both parties.

c. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the OWNER and the CONSULTANT. Upon written permission of the OWNER, CONSULTANT shall be permitted to complete and bill for all tasks authorized under this agreement.

4. CONSULTANT'S COMPENSATION

a. The method of payment for this AGREEMENT is standard hourly rates plus related reimbursable expenses unless otherwise indicated via task order.

b. Total compensation for the completion of the scope of work described in Section 2, shall be in accordance with CONSULTANT's attached rate sheet. The maximum compensation per year shall be $75,000.

c. CONSULTANT costs incurred as a direct result of the scope of work, may be submitted on monthly invoices as reimbursable fees. Payment for reimburse able fees shall require appropriate documentation and will be paid at cost.

d. Such payment to be made to CONSULTANT within thirty (30) days after receipt of CONSULTANT'S invoice by OWNER.

5. SERVICES OF THE OWNER

a. OWNER shall assist CONSULTANT in carrying out the scope of work by placing at his disposal all existing relevant data and records in its possession.

b. CONSULTANT shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.

c. OWNER guarantees CONSULTANT access to all public property as required in order to complete the scope of work.

6. TERMINATION

a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.

b. Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this AGREEMENT.

c. CONSULTANT shall invoice an ascertainable sum proportionate to the fee amount described in Section 4. The percentage of services completed shall be based upon the scope of work set forth in Section 2.

d. In no event shall the fee exceed what is set forth in Section 4 of the AGREEMENT.

e. OWNER, upon receiving the completed or partially completed deliverables, and after the final fee is mutually agreed upon, shall make payment within thirty (30) days.

f. In the event that this contract is terminated, OWNER shall have the option of completing the scope of work in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

The CONSULTANT hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of work under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

This AGREEMENT is not assignable.

9. INSURANCE

a. The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of work under this AGREEMENT as defined in the scope of work.

b. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.

c. St. Charles Parish shall be named as additional insured on general liability insurance policies.

d. OWNER may examine all insurance policies.

e. For all purposes under Louisiana law, the principals of this AGREEMENT shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

10. OTHER

a. CONSULTANT shall indemnify and save harmless the OWNER 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 reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

b. 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.

11. 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 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.

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

WITNESSES: ST. CHARLES PARISH

_____ _____

Larry Cochran
Parish President

WITNESSES: GCR, INC.

_____

_____ _____

Mona Nosari
Associate Vice-President

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
WEST BANK HURRICANE LEVEE, ST. CHARLES PARISH
HOURLY BILLABLE RATES

Employee Classification	Hourly Billable Rate
Program Manager	$185.00
Engineer/Construction Manager	$125.00
Senior GIS/Mapping Technician	$125.00
Senior Real Estate Specialist	$115.00
Senior Planner	$115.00
Real Estate Specialist	$ 95.00
Planner	$ 95.00
GIS/Mapping Technician	$ 95.00
Graphics Specialist	$ 85.00
Abstractor	$ 85.00
Junior Real Estate Specialist	$ 75.00
Administrative/Clerical	$ 60.00

Appraisal and Surveying Rates to be furnished under separate proposal.

2019-0077
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 19-3-9

An ordinance to approve and authorize the execution of a professional service multi-phase project contract with Shread-Kuyrkendall & Associates, Inc., for providing all necessary professional engineering services for an approximately 4,100-foot sheet pile wall along the southeastern-side of Engineer's Canal. (Engineer's Canal Bank Stabilization project Parish Project Number P190301).

WHEREAS, Engineer's Canal is an existing watercourse that conveys water to the Engineer's Canal Pump Station in Norco; and,
WHEREAS, the southeastern-side of Engineer's Canal requires bank stabilization, and
WHEREAS, the attached contract between the Parish and Shread-Kuyrkendall & Associates describes the proposed engineering services and compensation for this bank stabilization project; and,
WHEREAS, the following work phases will be authorized by individual task orders as required for the continuation of the capital improvement project
Phase 1: Topographic Survey
Phase 2: Geotechnical Services
Phase 3: Preliminary Engineering Design
Phase 4: Final Engineering Design
Phase 5: Permitting Services
Phase 6: Bidding Phase Services
Phase 7: Construction Phase Services
Phase 8: Resident Project Representative Services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Contract between Shread-Kuyrkendall & Associates and St. Charles Parish for services as required and assigned via Task Order by the Department Of Public Works is hereby approved and accepted.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: Michelle Lapostato
DLVD/PARISH PRESIDENT: March 26, 2019
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: March 27, 2019
AT: 9:05am RECD BY: _____

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the ____ day of _____, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Shread-Kuyrkendall & Associates, Inc., a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Engineer's Canal Bank Stabilization project as described in Ordinance No. 19-3-9, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Engineer's proposal dated March 4, 2019 (Proposal), which is attached hereto and made a part hereof.

A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each Task Order shall become an Addendum to and a part of this Contract in accordance with Exhibit A. The Owner may terminate the Contract or any Task Order by written notification and without cause per Section 7.0. Issuance of a Task Order will serve as the Owner's approval to begin a subsequent phase.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

2.1.1 Engineer shall provide for Owner professional engineering 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 Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, structural, and construction engineering and inspection.

2.1.2 In general the Project consists of the design, bidding, and construction phase services phases shown in the Proposal. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.
The proposed project is 4,100 feet of steel sheet pile wall along the southeastern-side of Engineer's Canal and as further described in the attached Proposal.

2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

2.1.4 Engineer shall obtain from Owner a task order authorization to proceed for each phase of the Project.

2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

2.2 Task Order – Topographic Survey.

2.3 Task Order – Geotechnical Services.

2.4 Task Order - Preliminary Engineering Design: Perform the services for preliminary engineering design. Submit one paper copies and one PDF file of the construction documents at 60-percent complete phase to the Parish for review and comments. Based on the Parish's review comments, revise the construction documents as necessary.

2.5 Task Order - Final Engineering Design: Perform the services for final engineering design. Submit one paper copies and one PDF file of the construction documents at 90-percent and 100-percent complete phases to the Parish for review and comments. Based on the Parish's review comments, revise the construction documents as necessary.

2.6 Task Order – Permitting Phase.

2.7 Task Order – Bidding Phase.

2.8 Task Order - Construction Phase Services

2.8.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

2.8.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.

2.8.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

2.8.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided elsewhere in this Contract. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

2.8.3 Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer 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.

2.8.4 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.

2.8.5 Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided elsewhere in this Contract.

2.8.6 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.

2.8.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

2.8.8 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

2.8.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

2.8.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.8.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided elsewhere in this Contract.

2.8.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.

2.8.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).

2.8.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items. generated during the bid process plus one (1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings".

2.8.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.

2.8.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.8.1 through 2.8.13 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.8.3.

2.8.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

2.8.16 Task Order Close-out and Facility Operation
The Engineer shall:

2.8.16.1 Provide start-up services for the new facility.

2.8.16.2 Prepare training materials and provide training of Owner's staff to operate and maintain the new equipment if specified in the Task Order. Training will consist of classroom and hands-on training using the installed equipment.

2.8.16.3 Assemble required sets of equipment manufacturer's operation and maintenance manuals if specified in the Task Order.

2.8.16.4 Assemble required sets of approved shop drawings in proper order if specified in the Task Order.

2.8.16.5 Provide technical consultation and assistance in correcting warranty items.

2.8.16.6 Provide assistance in connection with the refining and adjusting of new equipment or system.

2.8.16.7 Prepare a final set of stamped project drawings reflecting "as built" along with one (1) electronic file copy of these drawings in AutoCADD format (release 2000 or later) and in PDF format titled to reflect "as built".

2.8.16.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

2.8.17.8 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of the Contract.

2.9 Task Order – Resident Inspection: The Scope of Services, fee and schedule for a Resident Project Representative may be negotiated prior to construction in a Task Order.

3.0 SERVICES OF THE OWNER

3.1 Provide full information as to the requirements of the Task Order.

3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.

3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rate Schedule in the Proposal, and actual time and costs. The not-to-exceed fees for each phase are as follows:

4.1.1	Topographic Survey	$ 25,000
4.1.2	Preliminary and Final Engineering	$224,554
4.1.3	Permitting	$ 15,000
4.1.4	Bidding Assistance and Construction Phase	$ 16,000 (first phase only)
4.1.5	Resident Inspection	To be determined

For geotechnical services Engineer shall be paid a lump sum of $20,000.

4.2 If a Task Order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0.

4.3 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

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

4.4 For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.9 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.9 inclusive.

5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.

5.1.2.1 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

5.1.2.2 Prepare to and serve as an expert witness for the Owner in any litigation.

5.1.2.3 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)

5.1.2.4 Services resulting from significant changes in the general scope, extent or character of the Task Order or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.

5.1.2.5 Providing renderings or models for Owner's use.

5.1.2.6 Preparing documents in addition to those furnished under Engineering Design and Construction Documents for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.

5.1.2.7 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.

5.1.2.8 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.

5.1.2.9 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

6.0 OWNERSHIP OF DOCUMENTS

6.1 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 anytime during the Task Order and, shall be delivered to the Owner prior to termination or final completion of the Contract.

6.2 Engineer may retain a set of documents for its files.

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

6.4 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 Engineer 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.

7.0 TERMINATION.

7.1 This Agreement or any Task Order may be terminated by either party upon thirty (30) days written notice.

7.2 The Engineer, 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.

7.3 The Engineer 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.

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

7.5 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

8.0 COMPLIANCE WITH LAWS AND ORDINANCES.

8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

9.0 SUCCESSORS AND ASSIGNS

9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

10.0 INSURANCE

10.1 The Engineer 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 $500,000.00 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 $250,000.00 for each accident and not less than $1,000,000.00 aggregate.

10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of $500,000.00.

10.3 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.

10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

10.6 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.

11.0 GENERAL

11.1 The Engineer shall indemnify and save harmless the Owner 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 reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.

11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.

11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.

11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.

11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his

services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

12.0 ACCESS TO SITE

12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

13.0 WARRANTY

13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements

13.2 If Engineering Services for a task order designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

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

WITNESSES: ST. CHARLES PARISH

_____

_____ _____
Larry Cochran
Parish President

_____
Richard R. Shread
Shread-Kuyrkendall & Associates, Inc.

WITNESSES:

_____

_____ _____

Engineering Services Fee Proposal
Engineer's Canal Bank Stabilization Project
3/4/19

Estimated Engineering Fee (Curve A) 6.42%
Estimated Construction Cost $4,996,750

$4,996,750 x .0642 = $320,791
Design Memorandum/Design Phase 70% x 320,791 = $224,554

Bidding/Construction/Closeout Phase
Year One (Lump Sum) $16,000

Topographic Survey Fee (NTE) $25,000
Project Permitting (NTE) $15,000
Geotechnical Services (Lump Sum) $20,000

Total Estimated Engineering Services $300,554

Scope of Services

1. Design Engineering – Design of steel sheet pile wall along the southeastern side of Engineer's Canal from the West Pine/Spruce St. Pump Station to the northern right of way line of the Canadian Northern Railroad. A distance of approximately 4100 linear feet.
2. Bidding/Construction/Close Out Phase – This project will be constructed in phases. The first phase (year one) estimated construction cost is $663,437. The bidding/construction/close out phase fee is estimated to be $16,000 based on an estimated construction cost of $663,437.
3. Topographic Survey Fee – This fee is based on a complete topographic survey of the entire length of the project (4100 LF). This topographic survey will include 100 foot cross sections, existing topography, utilities and apparent right of way for an area 25 feet beyond the existing top of bank on each side of the canal.
4. Project Permitting – It is anticipated that USACE, LADNR and Ponchartrain Levee Board permits will be required in order to construct these improvements. This fee shall be utilized to prepare these permit applications and meet with the various agencies as required to obtain the necessary permits.
5. Geotechnical Services – A total of two (2) 100 foot soil borings will be taken within the existing right of way of the Engineer's Canal. These soil borings will be used to determine the type and length of the anticipated steel sheet piles.

Please note that in accordance with your direction, this fee proposal does not include any resident project representative services. These services will be added to the project at a later date if requested by the owner.

HOURLY RATE SCHEDULE

2019

LABOR CATEGORY	RATE
Principal	$240.00/hr
Project/Program Manager	$230.00/hr
Deputy Project/Program Manager	$200.00/hr
Senior Professional Engineer	$180.00/hr
Senior Technical Advisor	$175.00/hr
Professional Engineer	$150.00/hr
Graduate Engineer	$105.00/hr
Technician I/CADD Designer	$95.00/hr
Technician II/CADD Designer	$85.00/hr
Administrative Assistant	$65.00/hr
Construction Manager	$120.00/hr
Resident Project Representative	$75.00/hr
O & M Specialist	$105.00/hr
3-Man Survey Crew	$165.00/hr
Engineering Technician	$105.00/hr
Survey Supervisor	$165.00/hr

2019-0078
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF FINANCE)
ORDINANCE NO. 19-3-10
An ordinance to amend the 2018 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

WHEREAS, the 2018 St. Charles Parish Consolidated Operating and Capital Budget was adopted October 30, 2017 by Ordinance No. 17-10-10, and amended January 8, 2018 by Ordinance No. 18-1-4, January 22, 2018 by Ordinance No. 18-1-12, February 26, 2018 by Ordinance No. 18-2-3, February 9, 2018 by Executive Order No. 2018-01, March 14, 2018 by Executive Order No. 2018-02, March 27, 2018 by Executive Order No. 2018-03, March 28, 2018 by Executive Order No. 2018-04, May 9, 2018 by Executive Order No. 2018-05, May 7, 2018 by Ordinance No. 18-5-4, July 11, 2018 by Executive Order No. 2018-06, August 6, 2018 by Executive Order No. 2018-07, August 6, 2018 by Ordinance No. 18-8-2, August 21, 2018 by Executive Order No. 2018-08, September 7, 2018 by Executive Order No. 2018-09, September 28, 2018 by Executive Order No. 2018-10, September 20, 2018 by Executive Order No. 2018-11, October 16, 2018 by Executive Order No. 2018-12, October 29, 2018 by Executive Order No. 2018-13, December 19, 2018 by Executive Order No. 2018-14, December 19, 2018 by Executive Order No. 2018-15; and,

WHEREAS, the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2018 as shown by the Revision Schedule.

NOW, THEREFORE, in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby ordain to adopt the 2018 St. Charles Parish Consolidated Operating and Capital Budget as, amended, and that it be attached hereto and made a part hereof and identified as "Exhibit A" and "Exhibit B".

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: Michelle Lapostato
DLVD/PARISH PRESIDENT: March 26, 2019
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: March 27, 2019
AT: 9:05 am RECD BY: _____

Exhibit A

ST. CHARLES PARISH
GOVERNMENTAL FUNDS
CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT
FISCAL YEAR ENDING DECEMBER 31, 2018

Description	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of Dec 31st)	Current Year Estimate Remaining for Year	Projected Actual Result at Year End	Over or Under 2018
BEGINNING FUND BALANCE	65,178,011	78,315,870			102,741,668	
Prior Period Adjustment	-	-			-	
FUND BALANCE - RESTATED	65,178,011	78,315,870			102,741,668	
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	80,464,417	108,564,255	82,969,741	2,652,248	85,621,989	(22,942,266)
TOTAL MEANS OF FINANCING	145,642,428	186,880,125			188,363,657	
EXPENDITURES & OTHER FINANCING USES:						
PERSONAL SERVICES	34,229,833	34,234,899	30,760,273	173	30,760,446	(3,474,423)
OPERATING SERVICES	14,058,761	14,090,624	11,212,289	90,051	11,302,340	(2,788,284)
MATERIALS & SUPPLIES	5,250,470	5,284,970	4,548,565	5,094	4,553,659	(731,311)
OTHER CHARGES	815,000	787,720	117,372	-	117,372	(670,348)
DEBT SERVICE	2,577,794	2,577,794	2,576,539	-	2,576,539	(1,255)
CAPITAL OUTLAY	36,013,866	66,040,939	19,124,105	973,197	20,097,302	(45,943,637)
INTERGOVERNMENTAL	8,219,892	8,216,870	3,866,987	-	3,866,987	(4,349,883)
TRANSFERS	4,949,337	4,949,337	2,446,435	1,051,046	3,497,481	(1,451,856)
TOTAL	106,124,963	136,183,123	74,652,565	2,119,561	76,772,126	
NET CHANGE IN CURRENT REVENUES & OTHER SOURCES OVER EXPENDITURES & OTHER USES	(25,660,546)	(27,618,868)			8,849,863	
ENDING FUND BALANCE	39,517,465	50,697,002			111,591,531	

Exhibit B

ST. CHARLES PARISH
PROPRIETARY FUNDS
CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT
FISCAL YEAR ENDING DECEMBER 31, 2018

Description	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of Dec 31st)	Current Year Estimate Remaining for Year	Projected Actual Result at Year End	Over or Under 2018
BEGINNING NET ASSETS:						
Invested in Capital Assets, Net of Debt	94,826,498	96,826,498			98,834,549	
Restricted for Debt Service	2,115,083	2,115,083			2,094,723	
Restricted for Capital Projects	7,357,705	7,288,960			4,378,199	
Unrestricted	2,962,454	2,962,454			3,476,381	
CURRENT YEAR REVENUES	35,312,800	35,381,545	28,513,147	48,530	28,561,677	(6,819,868)
EXPENDITURES:						
PERSONAL SERVICES	11,120,441	11,120,441	10,360,619	-	10,360,619	(759,822)
OPERATING SERVICES	7,849,833	7,849,833	7,266,916	1,592	7,268,508	(581,325)
MATERIALS & SUPPLIES	3,073,481	2,825,481	2,509,023	2,540	2,511,563	(313,918)
OTHER CHARGES	6,876,544	6,876,544	121,851	6,854,800	6,976,651	100,107
DEBT SERVICE	965,538	965,538	877,586	1,168	878,754	(86,784)
INTERGOVERNMENTAL	317,850	317,850	313,208	-	313,208	(4,642)
TRANSFERS	138,000	138,000	-	263,000	263,000	225,000
TOTAL EXPENDITURES	30,341,687	30,093,687	21,449,203	7,223,100	28,672,303	
EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES	4,971,113	5,287,858			(110,626)	
CAPITAL CONTRIBUTIONS	-	-			-	
CHANGES IN NET ASSETS	4,971,113	5,287,858			(110,626)	
ENDING NET ASSETS:						
Invested in Capital Assets, Net of Debt	94,969,634	94,969,634			91,328,802	
Restricted for Debt Service	2,288,048	2,288,048			2,096,237	
Restricted for Capital Projects	7,256,018	7,324,763			4,360,212	
Unrestricted	7,719,153	7,650,408			10,872,455	

2019-0079
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PARKS AND RECREATION)
ORDINANCE NO. 19-3-11
An ordinance to approve and authorize the execution of an Engineering Services Contract with Linfield, Hunter & Junius, Inc, for providing all necessary professional engineering services for a linear park along and near Paul Maillard Road.

WHEREAS, St. Charles Parish desires to enhance recreational opportunities along and near Paul Maillard Road in Luling; and,

WHEREAS, St. Charles Parish is partnering with Bayer U.S. to provide a linear park near its property and Paul Maillard Road; and,

WHEREAS, the attached contract between the Parish and Linfield, Hunter & Junius, Inc. describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Contract with Linfield, Hunter & Junius, Inc. for professional engineering services for a linear park along and near Paul Maillard Road is hereby approved and accepted.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: Michelle Lapostato
DLVD/PARISH PRESIDENT: March 26, 2019
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: March 27, 2019
AT: 9:05 am RECD BY: _____

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 27th day of March, 2019, 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 Linfield, Hunter & Junius, Inc. a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Bayer Linear Park project as described in Ordinance No. 19-3-11, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Engineer's proposal dated February 11, 2019 (Proposal), which is attached hereto and made a part hereof.

A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each Task Order shall become an Addendum to and a part of this Contract in accordance with Exhibit A. The Owner may terminate the Contract or any Task Order by written notification and without cause per Section 7.0. Issuance of a Task Order will serve as the Owner's approval to begin a subsequent phase.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

2.1.1 Engineer shall provide for Owner professional engineering 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 Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, structural, and construction engineering and inspection.

2.1.2 In general the Project consists of the design, bidding, and construction phase services phases shown in the Proposal. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.
The proposed project is described in the Proposal.

2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

2.1.4 Engineer shall obtain from Owner a task order authorization to proceed for each phase of the Project.

2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

2.2 Task Order – Topographic Survey. Perform the topographic survey services that are described in the Proposal.

2.3 Task Order - Preliminary Site Plan: Perform the preliminary engineering design services as described in the Proposal. Submit one paper copy and one PDF file of the site plan to the Parish for review and comments. Based on the Parish's review comments, revise the site plan as necessary.

2.4 Task Order - Final Engineering Design: Perform the final engineering design services as described in the Proposal. Submit one paper copy and one PDF file of the draft Bidding Documents to the Parish for review and comments. Based on the Parish's review comments, finalize the Bidding Documents with the Professional Engineer's seal and signature. Submit one paper copy and one PDF file of the final Bidding Documents to the Parish.

2.5 Task Order – Bidding Assistance. Provide bidding assistance services as described in the Proposal.

2.6 Task Order - Construction Phase Services. Provide engineering services during the construction phase as described in the Proposal.

2.7 Task Order - Resident Inspection. The Parish may decide to use a Resident Project Representative from the Engineer. The scope of services and associated fee would be negotiated with the Engineer through a Task Order prior to construction.

3.0 SERVICES OF THE OWNER

3.1 Provide full information as to the requirements of the Task Order.

3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.

3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Fee Schedule in the Proposal, and actual time and costs. The not-to-exceed fee is $30,000 for the task orders issued for the preliminary site plan, final engineering, bidding assistance and construction phase services.

4.2 For the performance of the topographic surveying as outlined in Section 2 above, the Owner shall pay the Engineer a lump sum fee of $16,200.

4.3 If a Task Order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0

4.4 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

4.4.1 A copy of the Owner's written authorization to perform the service.

4.4.2 Timesheets for all hours invoiced.

4.4.3 Invoice copies, logs or other substantiation of non-salary expenses.

4.5 For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.9 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.9 inclusive.

5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.

5.1.2.1 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

5.1.2.2 Prepare to and serve as an expert witness for the Owner in any litigation.

5.1.2.3 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)

5.1.2.4 Services resulting from significant changes in the general scope, extent or character of the Task Order or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.

5.1.2.5 Providing renderings or models for Owner's use.

5.1.2.6 Preparing documents in addition to those furnished under Engineering Design and Construction Documents for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.

5.1.2.7 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.

5.1.2.8 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.

5.1.2.9 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

6.0 OWNERSHIP OF DOCUMENTS

6.1 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 anytime during the Task Order and, shall be delivered to the Owner prior to termination or final completion of the Contract.

6.2 Engineer may retain a set of documents for its files.

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

6.4 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 Engineer 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.

7.0 TERMINATION.

7.1 This Agreement or any Task Order may be terminated by either party upon thirty (30) days written notice.

7.2 The Engineer, 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.

7.3 The Engineer 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.

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

7.5 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

8.0 COMPLIANCE WITH LAWS AND ORDINANCES.

8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

9.0 SUCCESSORS AND ASSIGNS

9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

10.0 INSURANCE

10.1 The Engineer 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 $500,000.00 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 $250,000.00 for each accident and not less than $1,000,000.00 aggregate.

10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of $500,000.00.

10.3 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.

10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

10.6 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.

11.0 GENERAL

11.1 The Engineer shall indemnify and save harmless the Owner against any and all liabilities, expenses and costs to any party for loss of life or injury or damages to person or property, to the extent growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.

11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.

11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.

11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.

11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in

connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

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

12.0 ACCESS TO SITE

12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

13.0 WARRANTY

13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements

13.2 If Engineering Services for a task order designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

15.0 SCHEDULE

Engineer shall deliver 30-percent complete plans and specifications along with a project cost estimate within 90 days of Notice to Proceed. Thirty-percent complete plans shall include topographic survey, location of walking path and locations of amenities. The 30-percent complete plans shall be drawn at a scale of 1" = 20'.

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

WITNESSES: ST. CHARLES PARISH

Larry Cochran
Parish President

WITNESSES: Linfield, Hunter & Junius, Inc.

Nathan Junius
Vice President

February 11, 2019

Mr. Darrin J. Duhe
Executive Director
St. Charles Parish Government
15045 River Road
Hahnville, LA 70057

RE: Landscape Architectural Design – 2700' along Paul Maillard Road and Land Surveying Services
Linear Park Project
St. Charles Parish
Our File #: 19M-030

Dear Mr. Duhe:

Thank you for asking us to provide this proposal for professional landscape architectural design and land surveying services for the proposed linear park project to be located on Paul Maillard Road in Luling, LA (St. Charles Parish).

We propose the following services:

Design Services:

- Create a preliminary site plan for the proposed linear park on the east side of Paul Maillard Road from the south side of the ditch on the south side of the Luling Volunteer Fire Department - approximately 2700 linear feet south along Paul Maillard Rd. Drawings shall display proposed fence lines, hardscape, bike paths, walking trails, drainage and site features.
- Create construction drawings and specifications suitable for public bidding and construction of the project.
- Plans shall include the site plan, landscape plan, and construction details.
- Include two (2) progress meetings with St. Charles Parish to review construction drawings.
- Work with the St Charles Parish Purchasing Department to bid the project.
- Conduct a pre-bid conference and issue any required addenda during the bidding process
- Conduct a pre-construction meeting with the lowest qualified bidder.
- Review submittals and answer Contractor questions during the construction phase.
- LH&J will attend monthly progress meetings during construction.
- LH&J will review the Contractor's applications for payment and provide recommendations.
- We understand there is approximately $395,000.00 available for construction

This proposal does not include any presentations or public meetings. Any additional printing not listed in this proposal shall be the responsibility of the Owner.

We propose to provide these design services for a Lump Sum fee of **$30,000.00.** Percentages for design shall be as follows:

Preliminary Design	35%
Construction Drawings	45%
Bidding	5%
Construction Services	10%
Record Drawings	5%

Add an additional $10,000.00 to the design fee if another $100,000.00 in construction funds becomes available.

Topographic Survey: $16,200.00 Lump Sum Fee

- Limits of topo will be from the east edge of Paul Maillard Rd. pavement east 50' along the 2700' length of project.
- Elevations will be in Cairo Datum.
- Two (2) temporary benchmarks will be set throughout the project site.
- Cross sections will be taken at 100' intervals. Spot elevations will include edge of road, ditch bank, ditch invert, and 50' from the edge of road.
- Existing gate structures, fences, edge of pavement, etc. will be located.
- Non visible utilities will be shown based on One Call information and available utility maps.
- Visible utilities will be located including sewer and drain top of casting and inverts.
- Boundary or ROW information will not be shown.
- This is not a boundary survey.

REQUIRED FROM THE OWNER

- All program elements shall be provided by the Owner.
- Full access to the site(s) for field observations and measurements.

These services do not include lift station design, resignalization, bidding services, construction phase services, record drawing, photometrics, signage, variances, rezoning, retaining wall design, boundary survey, hydrographic surveying, title research, resubdivision, renderings, permit fees, wetland issues, LEED items, testing, geotechnical engineering, permitting, traffic engineering, or a traffic impact study of the site.

The proposed fee shall be in accordance with the attached Conditions of Service. If the proposal is acceptable, please sign in the space provided and return one original to this office.

We await your Notice to Proceed to begin work on this project.

We appreciate the opportunity to provide this proposal.

Very truly yours,

LINFIELD, HUNTER & JUNIUS, INC. ST. CHARLES PARISH GOVERNMENT

Nathan J. Junius, P.E., P.L.S.
Vice President

Name: Larry Cochran
Title: Parish President
Date: 3/28/19

NJJ/kwf

Attachments

FEE SCHEDULE
EFFECTIVE AUGUST, 2016

POSITION	HOURLY RATE
WORD PROCESSING/CLERICAL	$ 60.00
JUNIOR TECHNICIAN	$ 75.00
TECHNICIAN	$ 90.00
INSPECTOR	$ 80.00
SENIOR INSPECTOR	$105.00
JUNIOR ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT	$125.00
SENIOR TECHNICIAN	$125.00
LAND SURVEYOR	$120.00
ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT	$150.00
REGISTERED LAND SURVEYOR	$190.00
SENIOR ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT	$190.00
ENGINEERING/ARCHITECTURAL MANAGER	$240.00
PRINCIPAL ENGINEER/ARCHITECT/LAND SURVEYOR	$290.00

REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES AND SUB-CONSULTANTS WILL BE BILLED AT COST PLUS 10%. TRAVEL TIME IS BILLED AT HOURLY RATES.

2019-0082
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (GRANTS OFFICE)
ORDINANCE NO. 19-3-12

An ordinance to approve and authorize the execution of a Professional Services Contract by and between St. Charles Parish and Solutient Corporation to perform Program Administrative/Management Services in the implementation of the St. Charles Parish Elevations Program in the amount of $11,500.00 per structure elevated.

WHEREAS, St. Charles Parish has/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 elevate Severe Repetitive Loss and Repetitive Loss residential structures; and,

WHEREAS, said grant programs will provide funding necessary for the elevation of structures to reduce or eliminate the risk of flood damage to said structures insured under the National Flood Insurance Program (NFIP) and the property owners are responsible for any required local match for their respective properties; and,

WHEREAS, in compliance with Federal procurement regulations, St. Charles Parish issued a Request for Proposal (RFP) for Program Administrative/ Management Services to Implement the St. Charles Parish Elevations Program to solicit a firm to provide said services on an as needed basis; and,

WHEREAS, the RFP was publicly advertised and proposals were received on February 14, 2019; and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Selection Criteria set forth in the RFP and it is recommended that the Contract be awarded to Solutient Corporation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Contract for Program Administrative/ Management Services for task orders associated with the St. Charles Parish Elevations Program by and between St. Charles Parish and Solutient Corporation, is hereby approved and accepted.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
SECRETARY:
DLVD/PARISH PRESIDENT: March 26, 2019
APPROVED: DISAPPROVED:

PARISH PRESIDENT:
RETD/SECRETARY: March 27, 2019
AT: 9:05 am RECD BY:

EXHIBIT A

ST. CHARLES PARISH

Professional Services Contract
for
Program Administrative/Management Services
For task orders associated with the St. Charles Parish Elevations Program

PART I

This Contract for program administrative/management services is made and entered into this 27th day of March, 2019, by and between St. Charles Parish, State of Louisiana (hereinafter called the PARISH), acting herein by Larry Cochran, Parish President, hereunto duly authorized, and Solutient Corporation, a corporation organized under the laws of the State of Louisiana (hereinafter called the CONSULTANT), acting herein by Colin Sternhell, Vice President, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the PARISH has/intends to secure funding through the Federal Emergency Management Agency's (FEMA) Flood Mitigation Assistance and Hazard Mitigation Grant Programs (and any other funding that may become available) to elevate Severe Repetitive Loss and Repetitive Loss residential structures; and,

WHEREAS, the PARISH desires to engage the CONSULTANT to render certain program management and representation services in the implementation of its Elevation Programs:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of CONSULTANT

The PARISH hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this Contract.

2. Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, assist the PARISH with its Elevation Program by performing the following scope of services, including but not limited to:

a. Coordinate and host a Program Kick-Off Meeting for all property owners to attend to ensure that the owner understands all policies and restrictions that affect the elevation of his or her property, and to collect any missing data. During the meeting, ensure that the property owner understands the mitigation process in general, duplication of benefits (DOB), the match requirement, and all St. Charles Parish policies and procedures.
b. Conduct individual Program Kick-Off Meetings with each property owner as needed.
c. Confirm information previously gathered remains valid and accurate.
d. Ensure execution of the Statement of Voluntary Participation and Affidavit, and the Applicant's Certification.
e. Ensure the existence of records of sufficient photos of the current pre-elevation property conditions, including all doors, utilities, and central or window air conditioning units.
f. Provide guidance to each property owner regarding the filing of an ICC claim, the proceeds of which are to be used towards each property owner's required match and provide administrative assistance to property owners as needed.
g. Provide each property owner with a list of qualified contractors screened by the consultant and approved by the Parish; ensure that each property owner obtains at least three bids from qualified contractors on the list.
h. Review bids for cost reasonableness and any errors or ineligible items.
i. Coordinate with the property owner for the completion and review of elevation plans, foundation designs, construction details, elevation certificates, and permitting prior to construction to assure compliance with the grant programs, Parish building codes and requirements, as well as local, State, and Federal regulations, and provide copies of all documentation to the Parish.
j. Facilitate the eligibility review of the proposed elevation by grant agency/agencies.
k. Compile necessary pre-construction documentation required and package for Parish review and approval.
l. Assist the Parish with the preparation of the construction contract for the property owner to execute with the elevation contractor selected. The contract must be pre-approved by the Parish and contain insurance requirements, payment milestones, retainage, and indemnify the Parish against legal action as a result of the implementation of the program. Instruct the property owner on the proper procedures to execute the contract with the elevation contractor they select, as well as the exact dollar amount of the match requirement.
m. Coordinate and host a Pre-Construction Kick-Off Meeting with the property owner, construction contractor, project manager, and St. Charles Parish.
n. Collect the executed construction contract and payment of the match requirement to the Parish in the form of a cashier's check from each property owner made payable to the Parish along with copies of all documentation collected from each property owner prior to the execution of the construction contract by the Parish.
o. Arrange additional meetings, as needed, with the St. Charles Parish Dept. of Planning & Zoning, the property owner, and contractor to discuss construction permitting, code compliance, and inspections.
p. Draft and issue Notice to Proceed.
q. Conduct site visits to inspect ongoing construction a minimum of once weekly and complete weekly monitoring reports that include photos, progress updates, issues of concern, etc. to submit to St. Charles Parish.
r. Review milestone payment requests from contractors for compliance with program requirements, compile all necessary documentation, and submit to Parish for approval and payment.
s. Coordinate and host Final Site Visit Meetings following construction with the property owner, construction contractor, project manager, and St. Charles Parish and document any discrepancies.
t. Review, analyze, and evaluate requests for Change Orders and prepare Change Orders for execution by the contractor, property owner, and the Parish.
u. Assist the Parish in responding to information and data requests.
v. Coordinate with the grant agency, as needed.
w. Comply with all grant program mandates and documentation requirements.
x. Develop and submit monthly progress reports to the Parish that summarize the status of individual projects, and include other information necessary such as the program progress as a whole.
y. Assist the Parish in the preparation and submission of the requests for reimbursement.
z. Assist the Parish in the preparation of grant program quarterly reports.
aa. Assist the Parish in establishing project files. These files must demonstrate compliance with grant program requirements and all applicable local, State, and Federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the Parish's files.
bb. Attend and assist the Parish during grant agency monitoring visit(s) and prepare the Parish's response to any monitoring findings.
cc. Protect each property owner's right to privacy by restricting communication regarding the elevation of their respective property to only Parish Administrators, the property owner, their selected elevation construction contractor, the surveyor, and grant agency. Parish approval must be obtained prior to communicating with any other individual/agency other than those aforementioned.
dd. Provide extensive knowledge, experience, and technical competence in dealing with elevation programs, specifically including the requirements associated with FEMA's Flood Mitigation Assistance and Hazard Mitigation Grant Programs, NFIP Increased Cost of Compliance, as well as construction management, and ASCE 24 standards.
ee. Maintain staff members that have experience with elevation grant funding programs.

The scope of services shall be performed under and at the direction of the Parish President, or his/her designee.

3. Term of Contract

The term of this Contract shall begin as of the day and year first written above and will be for a period of three years. Upon written mutual agreement between the PARISH and the CONSULTANT, this Contract may be extended for one additional year.

The services of the CONSULTANT shall commence upon the issuance of separate Task Orders by the PARISH as needed for each elevation grant award the Parish secures during the contract period. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. The CONSULTANT shall provide services through closeout and monitoring for each event in which a Task Order is issued. The services required and performed hereunder shall not be considered complete until the PARISH has received notification of final closeout from the grant agency for each grant award in which the CONSULTANT received a Task Order regardless of timeframe.

4. Access to Information

All information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above shall be furnished to the CONSULTANT by the PARISH. No charge will be made to the CONSULTANT for such information, and the PARISH will cooperate with the CONSULTANT to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The CONSULTANT hereby agrees upon a lump sum fee in the amount of $11,500.00 per structure elevated as compensation for the Scope of Services provided herein. The method of payment to the CONSULTANT is as outlined in the table below:

Milestone Number	Milestone Description	Percent Complete
0.0	Pre-Construction – Approval of Engineering	10%
1.0	Passing of Inspection # 1 – Construction/Temporary Pole (Pre-elevation Certificate required)	30%
2.0	Passing of Inspection # 2 – Piling Inspection	15%
3.0	Passing of Inspection # 3 – Foundation Completion and Anchoring	15%
4.0	Passing of Inspection # 4 – Final Certificate of Compliance (Post-elevation Certificate and Certificate of Occupancy required.)	20%
5.0	Parish Receipt of Reimbursement from FEMA/GOHSEP/Other Agency for all previous Milestone Invoices	10%
TOTAL		100%

The CONSULTANT shall submit invoices to the PARISH for payment no more than once a month. These invoices shall summarize the percent complete of each milestone for each structure of which charges are billed. Each invoice amount due will be the percent complete for the period less any previous payments.

Payments will be made to the CONSULTANT after review and approval by the Parish. All payments will be made within 30 days of the submission of an invoice with all required documentation.

6. Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes, photographs, reports and data are the property of the PARISH. The CONSULTANT may retain copies of said documents.

7. Liability

CONSULTANT shall perform its Services hereunder on a best professional efforts basis, consistent with generally accepted industry standards, or in the absence of generally accepted industry standards, consistent with the CONSULTANT'S experience within the industry. CONSULTANT'S liability in the event of defect, error, omission, or failure (hereinafter called "Defect" or collectively called "Defects") in any of CONSULTANT'S Services under this Contract shall be limited to Defects arising out of its sole negligence and further limited to the correction of Defects in CONSULTANT'S original Services. In the event of any such Defect, and provided that CONSULTANT is notified by the PARISH in writing of such Defect within one (1) year after completion of the CONSULTANT'S Services under this Contract, and such notice specifically includes a request for re-performance, CONSULTANT shall re-perform the defective portion of the Services without any additional cost to the PARISH.

8. Insurance

a. The CONSULTANT shall secure and maintain at its expense such insurance that will protect it and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Contract.
b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) for one person and not less than ONE MILLION DOLLARS ($1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) for each accident and not less than ONE MILLION DOLLARS ($1,000,000.00) aggregate.
d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the sum of ONE MILLION DOLLARS ($1,000,000.00).
e. CONSULTANT shall also secure and maintain at his own expense comprehensive automobile liability insurance in the sum of ONE MILLION DOLLARS (1,000,000.00). Auto Liability should include owned, hired and leased autos.
f. All certificates of insurance shall be furnished to the Parish within five (5) days after execution of the Contract and shall provide that insurance not be cancelled without ten (10) days prior written notice to the PARISH.
g. ST. CHARLES PARISH shall be named as additional insured on general liability insurance policies.
h. It shall be the responsibility of the CONSULTANT to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of the PARISH. The CONSULTANT shall further ensure the PARISH is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
i. St. Charles Parish may examine all insurance policies.
j. 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.
k. CONSULTANT shall indemnify and save harmless the PARISH 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 reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

9. Records and Monitoring Visits/Audits

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the PARISH to assure proper accounting for all funds, both federal and non-federal shares. These records will be made available for monitoring visits/audit purposes to the PARISH or any authorized representative, and will be retained for five (5) years from the official date of the final closeout of the respective award, unless permission to destroy them is granted by the PARISH.

10. Terms and Conditions

This Contract is subject to the provisions titled, "PART II, Compliance Provisions for Federally Assisted Professional Services Contracts" consisting of twelve (12) pages, attached hereto, and incorporated by reference herein.

By entering into this Contract, CONSULTANT affirmatively warrants that CONSULTANT is currently in compliance with such laws, and further warrants that during the term of this Contract, CONSULTANT shall remain in compliance therewith.

11. Address of Notices and Communications

PARISH
Mr. Larry Cochran
Parish President
St. Charles Parish
Post Office Box 302
Hahnville, LA 70057

CONSULTANT
Mr. Colin Sternhell
Vice President
Solutient Corporation
330 N. Carrollton Ave.
New Orleans, LA 70119

With a copy to:

Mr. Billy Raymond
Chief Administrative Officer
St. Charles Parish
P. O. Box 302
Hahnville, LA 70057

12. Jurisdiction

For all claims arising out of or related to this Contract, the CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any pleas of jurisdiction based upon the CONSULTANT'S residence or right to federal court based upon diversity of citizenship.

13. Headings

Each paragraph of this Contract has been supplied with a heading to serve only as a guide to the

contents. The heading does not control the meaning of any paragraph or in any way determine its interpretation.

14. Entire Contract

All negotiations, proposals and agreements prior to the date of this Contract are merged herein and superseded hereby, there being no other agreements, warranties or understandings other than those written or specified herein. In the event of a conflict between this Contract and the Proposal, the terms of this Contract shall control.

15. Authorization

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

Witness

Witness

St. Charles Parish

BY: _____
Larry Cochran
Parish President

Witness

Witness

Solutient Corporation

BY: _____
Colin Sternhell,
Vice President

PART II

Compliance Provisions for Federally Assisted Professional Services Contracts

CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. CERTIFICATION OF NONSEGREGATED FACILITIES
3. CIVIL RIGHTS
4. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
5. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
6. AGE DISCRIMINATION ACT OF 1975
7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
8. REPORTING REQUIREMENTS
9. CONFLICT OF INTEREST
10. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
11. PATENTS
12. COPYRIGHT
13. TERMINATION FOR CAUSE
14. TERMINATION FOR CONVENIENCE
15. SUBCONTRACTS
16. DEBARMENT, SUSPENSION, AND INELIGIBILITY
17. BREACH OF CONTRACT TERMS
18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
19. CHANGES
20. PERSONNEL
21. ASSIGNABILITY
22. INTEREST OF CONTRACTOR
23. POLITICAL ACTIVITY
24. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
25. DISCRIMINATION DUE TO BELIEF
26. CONFIDENTIAL FINDINGS
27. LOBBYING

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

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

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

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

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

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

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

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

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

6. AGE DISCRIMINATION ACT OF 1975

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

7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of three (3) years from the date of submission of the grantee's final expenditure report.

8. REPORTING REQUIREMENTS

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

9. CONFLICT OF INTEREST

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

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

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

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

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

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

C. Contractors shall incorporate foregoing requirements in all subcontracts.

11. PATENTS

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

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

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

12. COPYRIGHT

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

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

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

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

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

15. SUBCONTRACTS

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

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

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

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

16. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

17. BREACH OF CONTRACT TERMS

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

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

19. CHANGES

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

20. PERSONNEL

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

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

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

21. ASSIGNABILITY

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

22. INTEREST OF CONTRACTOR

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

23. POLITICAL ACTIVITY

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

24. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

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

25. DISCRIMINATION DUE TO BELIEFS

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

26. CONFIDENTIAL FINDINGS

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

27. LOBBYING

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

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

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

2019-0084
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 19-3-13

An ordinance to amend the Code of Ordinances, Appendix A, St. Charles Parish Zoning Ordinance of 1981, Section III. Definitions., Section VI. Zoning district criteria and regulations. B. Residential districts, [VIII]. R-3, Multi-family residential: 1. Use Regulations and 4. Special Provisions: b.1. Townhouses., and Section VII. Supplemental use and performance regulations. Townhouses., to clarify the definition and regulations for townhouse building and townhouse developments.

WHEREAS, the Zoning Ordinance of 1981 established townhouses as a permitted use in both the R-1T and R-3 zoning districts; and,

WHEREAS, Ordinance 88-3-9 revised the zoning districts and regulations affecting townhouses; and,

WHEREAS, Ordinance 15-7-5 revised the definition of townhouses and added supplemental use and performance regulations for townhouses without deleting the existing regulations established by Ordinance 88-3-9; and,

WHEREAS, the St. Charles Parish Council wishes to clarify the definition and regulations for townhouses and townhouse developments.

NOW, THEREFORE, THE ST PARISH COUNCIL ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section III. Definitions. is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

Dwelling, townhouse: ~~A building on its own separate lot of record containing one (1) dwelling unit that occupies space from the ground to the roof, and that is attached to one (1) or more other townhouse dwelling units by at least one (1) common wall.~~ A single-family dwelling on its own separate lot of record with its own front and rear access to the outside, and with its own yards, in a row with other similar dwelling units, in which no unit is located over another unit, and each unit is separated from other units by one or more common fire resistant walls.

Townhouse: ~~A single-family dwelling in a row of at least three (3) such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more~~

~~common fire-resistant walls~~ see 'Dwelling, townhouse'

SECTION II. That the Code of Ordinances, Appendix A, Section VI. Zoning district criteria and regulations, B. Residential districts, [VIII]. R-3, Multi-family residential is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

1. Use Regulations:
   a. A building or land shall be used only for the following purposes:
      (1) All uses allowed in the R-2 district. (Ord. No. 88-5-5, 5-16-88)
      (2) Multi-family dwellings ~~including duplexes, apartments, apartment houses, townhouses, and condominiums.~~
      (3) Boarding and lodging houses.
      (4) Townhouses (see Section VII for Supplemental Use and Performance regulations).

SECTION III. That the Code of Ordinances, Appendix A, Section VI. Zoning district criteria and regulations, B. Residential districts, [VIII]. R-3, Multi-family residential: 4. Special Provisions, is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

~~b. 1. Townhouses: Single-family attached dwellings on individual lots for sale served by servitudes of access or fronting a public street.~~
~~(a) Location: In R-3 districts, townhousing shall be allowed.~~
~~(b) Procedure: Applicants wishing to subdivide existing multi-family lots into townhouse lots shall file for subdivision as per section II, subsection B.4., of St. Charles Parish Subdivision Regulations (Appendix C).~~
~~2. Site Plan and Design Criteria, Details:~~
~~(a) Minimum width for the portion of the lot on which the townhouse is to be constructed shall be twelve (12) feet.~~
~~(b) Minimum yard requirements:~~
~~(1) Front—twenty (20) feet.~~
~~(2) Side—ten (10) feet.~~
~~(3) Rear—twenty (20) feet.~~
~~(4) Area—twenty-five hundred (2500) square feet.~~
~~(c) Each townhouse shall have its own rear yard of at least one hundred twenty (120) square feet. When rear parking is provided it shall be reasonably secluded from view from a street, parking area or from neighboring property. Such yard shall not be used for any accessory building.~~
~~(1) Grouped parking facilities: Insofar as practical, off-street parking facilities shall be grouped in bays, either adjacent to access drive or in the interior of blocks. Adequate drainage shall be provided by developers in connection with common parking facilities, and all such facilities shall be improved to parish standards for off-street parking areas, with at least two (2) spaces per unit on the lot plus one (1) visitor parking space per each two (2) units.~~
~~(2) Courts, Open Space, and Recreational Areas: A minimum of two hundred (200) square feet per dwelling unit of recreation space must be provided. At the discretion of the director, recreation space may not be required provided that the developer pay a two hundred dollar ($200.00) recreation fee per unit to the parish for the development of recreational facilities.~~
~~3. Utilities and Landscaping: Design and construction of drives, drainage, and location of utilities shall be subject to review and approval by the Planning and Zoning Department. A minimum of twenty (20) percent of the site must be appropriately landscaped.~~
~~(1)[a] Interior access drives shall be at least twenty-two (22) feet wide for two-direction drives or twelve (12) feet with one-direction drive and must be properly drained.~~
~~(2)[b] Parking areas shall conform to section VIII of the St. Charles Parish Zoning Ordinance.~~
~~(3)[c] Before approval of the final subdivision plat, restrictions shall be submitted, including designation of all servitudes, lot lines, parking areas and other open spaces, with provision for perpetual maintenance of all improvements, including pavements, landscaping, utilities and servitudes. The above items will be filed with the resubdivision of the R-3 parcel.~~
~~(4) Buffer zone: There shall be a six-feet solid wood or masonry fence along the sides and rear of the property wherever it adjoins any single-family residential zoning district.~~

SECTION IV. That the Code of Ordinances, Appendix A, Section, Section VII. Supplemental use and performance regulations. Townhouses. is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

Townhouses.

a. The maximum density for townhouse developments is ~~twelve (12)~~ seventeen (17) units per acre.
b. In townhouse developments, structures shall front on a public street or servitude of access ~~and be generally compatible with existing developments in the neighborhood.~~
c. Design criteria.
   i. No more than six (6) dwelling units shall be included in any one (1) townhouse building.
   ii. The facades of dwelling units in a townhouse shall be varied by changed front yards of not less than three (3) feet and variation in materials or design so that no more than two (2) abutting units will have the same front yard depth and the same or essentially the same architectural treatment of facades and roof lines.
   iii. ~~Frontage, measured at the building line, for individual units of a town house may not be less than fifteen (15) feet.~~ Minimum width for an interior townhouse lot - fifteen (15) feet
   iv. Minimum width for an exterior townhouse lot—twenty-five (25) feet
   v. Minimum building setback from a public street—twenty (20) feet
   vi. Minimum building setback from a rear lot line—twenty (20) feet
d. Drives, Parking, and Utilities.
   i. Where alleys are provided, off-street parking facilities shall be grouped in bays, either in the rear of the structure or in the interior of blocks the townhouse development.
   ii. All parking areas shall meet the standards and minimum requirements set forth in Section VIII, Site design requirements, of this ordinance, and must include one (1) visitor parking space per each two (2) dwelling units. Visitor spaces may be provided in separate areas when an adequate area is not provided on an individual lot.
   ~~iii. Servitudes shall be provided at the front or rear of the lots within the required front or rear yard for off-street parking and utilities. Entrances to front yard parking areas shall be at least fifty (50) feet apart, unless an individual space is provided for each lot.~~
   iii. Interior access drives shall be at least twenty-two (22) feet wide for two-direction drives or twelve (12) feet with one-direction drive and must be properly drained and accessible to all dwelling units.
   ~~iv. The Zoning Regulatory Administrator may require a six-foot landscape buffer, at maturity, along the sides and rear of any Townhouse development that abuts an R-1A, R-1B, or R-1A(M) district or any lot containing a single-family dwelling.~~
e. Open Space and Buffering
   i. Maximum land cover is 80%; 20% of a townhouse development site must be left open.
   ii. Each townhouse unit shall have its own rear yard of at least one hundred twenty (120) square feet. The rear yard shall not be used for any accessory building.
   iii. A five (5) foot wide landscaped buffer is required along the sides and rear of any townhouse development that abuts an R-1A, R-1B, or R-1A(M) district or any lot containing a single-family dwelling.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: March 26, 2019
APPROVED: DISAPPROVED:
PARISH PRESIDENT:
RETD/SECRETARY: March 27, 2019
AT: 9:05am RECD BY:

2019-0047

RESOLUTION NO. 6400

A resolution to appoint a member to the St. Charles Parish Library Board of Control as the District V Representative.

WHEREAS, there exists a vacancy on the **ST. CHARLES PARISH LIBRARY BOARD OF CONTROL** due to the expiration of the term of Ms. Tammy Windmann on April 1, 2019; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy,

NOW, THEREFORE, BE IT RESOLVED, that Ms. Tammy Morales Windmann #8 Holster Lane, St. Rose, LA 70087 is hereby appointed to the **ST. CHARLES PARISH LIBRARY BOARD OF CONTROL** as the District V Representative.

BE IT FURTHER RESOLVED, that this appointment shall be effective as of **APRIL 1, 2019** and expire **APRIL 1, 2024**.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 25th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: March 26, 2019
APPROVED: DISAPPROVED:
PARISH PRESIDENT:
RETD/SECRETARY: March 27, 2019
AT: 9:05 am RECD BY:

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

PUBLISH: April 4, 2019

Public Notice

"Anyone knowing the whereabouts of the **children or the heirs of Celestine Bartley**, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 504-451-4885."

Published: April 4 & 11, 2019

Public Notice

"Anyone knowing the whereabouts of **Kenneth C. Campo a/k/a Kenneth Campo**, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 504-451-4885."

Published: April 4 & 11, 2019

Public Notice

"Anyone knowing the whereabouts of **Anjelica Hill** is asked to contact Orrin A. Marino, Attorney, at (985) 764-1515. Important rights are involved."

Publish: April 4 & 11, 2019

Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of **Low and High** alcoholic content at retail in the Parish of St. Charles at the following address:

RLA Fuel Services, LLC d/b/a Charge Up 37
10431 Airline Hwy., St. Rose, La. 70087

Member: Irfan Tejani, Member

PUBLISH: April 4 & 11, 2019

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 84626-D
Date: Thursday, December 6, 2018
WELLS FARGO BANK, N.A.
VS
RICHARD L BIGGS, JR., ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, SEPTEMBER 26, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 10, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA, in RIVERVIEW ESTATES, being a portion of Lots 8 and 9 of John Lambert Tract in Section 21, Township 12 South, Range 9 East, east of the Mississippi River, in accord with a plan of subdivision by J J. Krebs & Sons, Inc., dated January 10, 1983, approved by the Parish of St Charles under Ordinance No. 83-12-11, registered in COB 307, folio 237. According to said plan of subdivision, said lot is designated as LOT NO. 95, which measures 50.01 feet front on Riverview Drive, 50 feet in width in the rear, by a depth on the sideline nearer Y. & M.V. Railroad of 113.31 feet, to a depth on the opposite sideline of 112.83 feet. All as more fully shown on survey by Surveys, Incorporated, dated January 18, 1984, Improvements located February 8, 1984; 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: **ONE HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED TWELVE AND 70 / 100 ($148,412.70) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: March 07, 2019
April 04, 2019
ATTORNEY FOR PLAINTIFF:
Candace Miers Bowen
1505 North 19th Street,
P.O. Box 2867
Monroe,T_A 71207-2867
318-388-1440
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFFS OFFICE
Suit No: (45) 85654-C
Date: Thursday, January 24, 2019
STANDARD MORTGAGE CORPORATION
VS
BRIAN DAVID FETTY
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, JANUARY 11, 2019, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 8, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

FOUR CERTAIN LOTS OR PORTIONS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated at LaPlace, Parish of St. Charles, State of Louisiana, in or near the Town of New Sarpy, in that portion known as St. Charles Terrace Subdivision, as per map of C.A. Robert, C.E., dated January 17, 1930, on file in the courthouse at Hahnville, LA.

And according to said map the four (4) certain lots herein are designated as Lots 29, 30, 31 and 32, Square D;| said lots being contiguous to and adjoining each other and measuring each 25 feet front on Terrace Street, same width in the rear, by a depth of 110 feet between equal and parallel lines.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED SIXTY-TWO AND 29/100 ($144,762.29) 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.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: April 04, 2019
May 02, 2019
ATTORNEY FOR PLAINTIFF:
FOERSTNER GRAHAM MEYER
639 LOYOLA AVENUE, SUITE 1800
NEW ORLEANS, LA 70113
504-552-8256
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFFS OFFICE
Suit No: (45) 85599-E
Date: Friday, March 1, 2019
FIRST AMERICAN BANK AND TRUST
VS
COREY L. SESSION, SR. A/K/A COREY SESSION
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, DECEMBER 19, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 8, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

"A CERTAIN PIECE OR PORTION OF GROUND, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as PRESTON HOLLOW SUBDIVISION, designated as LOT 12, SQUARE "J", which is located and measures in accordance with a survey of said subdivision by J.J. Krebs & Sons, Inc. C.E.&S. dated 10/16/1968 on file in the office of the Clerk of Court of St. Charles Parish, Louisiana.

Improvements thereon bear the municipal number 643 Turtle Creek Lane, St. Rose, LA 70087.

Being the same property acquired by Alfred Martin by act dated January 31, 2007 filed for record in MOB 686/501.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **EIGHTY-THREE THOUSAND FIVE HUNDRED SEVENTY-FIVE AND 62 / 100 ($83,575.62) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: April 04, 2019
May 02, 2019
ATTORNEY FOR PLAINTIFF:
MARK LANDRY
433 METAIRIE RD., SUITE 600
METAIRIB, LA 70005
504-837-9040
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 85204-E
Date: Tuesday, October 16, 2018
DITECH FINANCIAL LLC
VS
RONALD J. HOOTER A/K/A RONALD HOOTER, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, SEPTEMBER 26, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 10, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

ONE CERTAIN LOT OF GROUND, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as CHARLESTOWN, being a resubdivision of a portion of Section 40, Lots X, 1, 2, 3 and 18, Almedia Plantation, Township 12 South, Range 9 East, according to a plan of subdivision prepared by J.J. Krebs & Sons, Inc., dated April 12, 1971, and given a final Parish approval on February 14, 1972, recorded in Map File No. 7, official records of St. Charles Parish, Louisiana, and said lot of ground is designated as LOT 85 and is more fully described as follows:

From the point of intersection of the southern line of Charles Town Boulevard and the easterly line of West Club Drive run South 64 degrees 55 minutes 00 seconds West a distance of 184 feet to a point; thence turn right and run North 25 degrees 5 minutes 00 seconds West a distance of 527 feet to a point; thence turn left and run South 64 degrees 55 minutes 00 seconds West a distance of 12.86 feet to a point; thence turn right at an angle of North 25 degrees 25 minutes 52 seconds East a distance of 26.7 feet to the POINT OF BEGINNING; thence in a northerly direction a distance of 44.5 feet to a point; thence turn right at an angle of North 64 degrees 34 minutes 08 seconds East a distance of 58 feet to a point; thence turn right at an angle of South 25 degrees 25 minutes 52 seconds East a distance of 20 feet to a point; thence turn right at an angle of South 64 degrees 34 minutes 08 seconds West a distance of 23 feet to a point; thence turn left at an angle of South 25 degrees 25 minutes 52 seconds East a distance of 24.5 feet to a point; thence turn right at an angle of South 64 degrees 34 minutes 08 seconds West a distance of 35 feet to the POINT OP BEGINNING. All as more fully shown on the plan of survey by R.P. Fontcuberta, Jr., Surveyor, dated December 13, 1978, a copy of which is annexed to COB 217, folio 525, official records of St. Charles Parish, Louisiana.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **THIRTY-THREE THOUSAND NINETEEN AND 21/100 ($33,019.21) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: March 07, 2019
April 04, 2019
ATTORNEY FOR PLAINTIFF:
COREY GIROIR
13541 RIGER BEND ROAD
BATON ROUGE, LA 70879
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85927-C
Date: Tuesday, March 12, 2019
VANDERBILT MORTGAGE AND FINANCE, INC.
VS
SHEILA W. SANDOLPH, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, FEBRUARY 26, 2019, in the above entitled and numbered cause, I shall proceed to sell at public auction at the front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 17, 2019, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:

2015 PLATINUM HOMES LIMITED EDITION MOBILE HOME BEARING SERIAL NUMBER PHAL03259

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FIFTY-FIVE THOUSAND TWO HUNDRED FORTY-ONE AND 82 / 100 ($55,241.82) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

Terms and conditions of sale: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE, SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: April 04, 2019
ATTORNEY FOR PLAINTIFF:
KAREN E. TREVATHAN
8235 YMCA PLAZA DRIVE, SUITE 400
BATON ROUGE, LA 70810
225-334-9222
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85149-C
Date: Wednesday, October 17, 2018
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R10
VS
MALCOLM CLARK, JR.
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, SEPTEMBER 20, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 10, 2019, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:

That certain piece or portion of ground, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto, situated in the Luling St. Charles Parish, Louisiana, being located in portions of sections 10, 11, 53 and 54, township 13 south, range 21 east and portions of sections 88, 89 and 90, township 13 south, range 20 east, in what is known as Luling Estates Subdivision, and according to survey, prepared by Charles E. Meyer dated 9/1/70, revised 4/5/71, copies of which are on file in the office of the clerk of court and ex-officio, recorder of the Parish of St. Charles, for reference, and according to said survey said lot is designated as lot no. 3 of square "C" and said lot 3 measures thence 60 feet front on Luling Estates Drive, the same width in the rear, with a depth of 101.43 feet along the side line nearest Second Street, and 101.535 feet along the side line nearest Hackberry Lane. According to a survey by Don A. Garland, C.E., dated April 10, 1976, a copy of which is annexed hereto, the above described property has the same measurements, designation and location as herein above set forth, and said property is bounded by Luling Estates Drive, Second Street, Hackberry Lane and Paul Maillard Road (eastern boundary of subdivision) and commences at a distance of 67.01 feet from the corner of Hackberry Land and Luling Estates Drive.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FIFTY-FIVE THOUSAND ONE HUNDRED THIRTY-FOUR AND 17 / 100 ($55,134.17) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: March 07, 2019
April 04, 2019
ATTORNEY FOR PLAINTIFF:
COREY GIROIR
13541 RIGER BEND ROAD
BATON ROUGE, LA 70879
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFFS OFFICE
Suit No: (45) 84250-D
Date: Wednesday, November 7, 2018
WELLS FARGO BANK, NA
VS
KADRINA E. TAPPAN A/K/A KADRINA TAPPAN
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, MARCH 8, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 8, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

ONE CERTAIN LOT OR PORTION OF GROUND, together with all of the buildings and improvements thereon and all of the rights, ways, means, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining situated in the Town of Paradis, Parish of St. Charles, State of Louisiana, on the right descending bank of the Mississippi River, as shown on survey of the Town of Paradis, and designated on plan of survey of Blocks "B" and "M" prepared by E. M. Collier, Surveyor, dated January 8, 1^53, duly recorded in the Clerk of Court's office, St. Charles Parish, as Lot Five (5)if;Block "M", which said lots are more fully described there on as follows: }

Lot 5 of Block "M" measures 50 feet front on Early Street, by a depth between equal and parallel lines of 150 feet, by a width in the rear of 50 feet each.

Manufactured Home Information:
New/Used: New Year: 2011
Manufacturer's Name: 2011 Clayton Model Name or Model No.: NA 16723XH12 Length x Width: 080x018
Serial No.: CBH023708TXP

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **SIXTY-NINE THOUSAND EIGHTY-NINE AND**

48 / 100 ($69,089.48) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: April 04, 2019
May 02, 2019
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379
13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85137-E
Date: Tuesday, December 4, 2018
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
VS
EVERETT GERARD ROBERT, SR., IN HIS CAPACITY AS ADMINISTRATOR OF THE SUCCESSION OF AUBREY M. ROBERT, DECEASED
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, OCTOBER 22, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 8, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
A CERTAIN TRACT OR PORTION OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Village of Ama, Parish of St. Charles, State of Louisiana, designated as LOT "A. R. " pursuant to a Plan of Resubdivision by R.P. Bernard, PLS entitled "Resubdivision of a portion of the Nina Champagne Tract unnumbered and unidentified portion of a 22.5 foot strip into lots shown as A.R., B.P., H.W., and A.R.-l for identification purposes located in Section 66, Township 13 South, Range 21 East at Ama, St. Charles Parish, LA" dated August 25, 2007 and recorded at COB 711, folio 254. According to said Plan of Resubdivision, Lot "A.R." measures 180 feet along Crooked R. Lane by a depth along each sideline of 97.50 feet.
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **SEVENTY-SIX THOUSAND SIX HUNDRED FORTY-SIX AND 97 /100 ($76,646.97) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: April 04, 2019
May 02, 2019
ATTORNEY FOR PLAINTIFF:
Fred J. Daigle
639 Loyola Ave, Ste 1800
New Orleans, LA 70113
504-522-8256
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85218-E
Date: Monday, December 3, 2018
WELLS FARGO BANK, N.A.
VS
JOSHUA C. ROBICHEAUX
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, SEPTEMBER 27, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 8, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
THAT CERTAIN PIECE OR PORTION OF GROUND, TOGETHER" WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, AND ALL THE RIGHTS, WAYS, PRIVILEGES, SERVITUDES, APPURTENANCES AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, IN WHAT IS KNOWN AS ELLINGTON SUBDIVISION, A/K/A ELLINGTON ADDITION TO THE TOWN OF LULING, DESIGNATED ON A PLAN MADE BY JAMES S. WEBB, C.E., DATED AUGUST 2, 1927, AND BEING MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT:
LOT 9, SQUARE 102, IS BOUNDED BY MILLING AVENUE, ELLINGTON AVENUE, FIRST STREET AND SECOND STREET AND FORMS THE CORNER OF MILLING AVENUE AND SECOND STREET AND MEASURES THENCE 50 FEET FRONT ON MILLING AVENUE, SAME WIDTH IN THE REAR BY THE FRONT AND DEPTH OF 150 FEET ON SECOND STREET AND A DEPTH OF 150 FEET ON THE OPPOSITE SIDELINE. ALL IN ACCORDANCE WITH A SURVEY OF LUCIEN GASSEN, LAND SURVEYOR, DATED OCTOBER 25,1985.
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FIFTY-FIVE THOUSAND SIX HUNDRED THIRTY-EIGHT AND 80 / 100 ($55,638.80) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: April 04, 2019
May 02, 2019
ATTORNEY FOR PLAINTIFF:
Candace Miers Bowen
1505 North 19th Street, P.O. Box 2867
Monroe, LA 71207-2867
318-388-1440
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 83784-D
Date: Monday, February 18, 2019
WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST
VS
BRIAN LANDRY, ETAL
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, JULY 19, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 10, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, situated in the State of Louisiana, Parish of St. Charles, Ormond Country Club Estates, Section 2, in Square No': 13, bounded by Dunleith Drive, Linwood Drive, drainage servitude, and the North line of Subdivision, designated as Lot 507-D, more particularly described as follows, to-wit: Lot 507-D commences 2116.10 feet from the corner of Dunleith Drive and Linwood Drive and measures thence 60 feet front on Dunleith Drive, same width in the rear, by a depth of 110 feet between equal and parallel lines. According to a survey by Gilbert, Kelly and Couturie, Inc., dated June 19, 2000.
PROPERTY WAS ORIGINALLY AUCTIONED WITH APPRAISAL ON FEBRUARY 6, 2019, NO BIDS WERE RECEIVED FOR THE MINIMUM SALE PRICE OF $156,666.67. THEREFORE, PROPERTY WILL BE SOLD TO THE HIGHEST BIDDER FOR COSTS.
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **NINETY-NINE THOUSAND SEVEN HUNDRED NINETY-SEVEN AND 44 / 100 ($99,797.44) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
PUBLISH ON: March 07, 2019
April 04, 2019
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
FOERSTNER GRAHAM MEYER
639 LOYOLA AVENUE, SUITE 1800
NEW ORLEANS, LA 70113
504-552-8256
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 84213-C
Date: Monday, February 18, 2019
ONEMAIN HOME EQUITY, INC
VS
LIVIE CLARK WHITE
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: THURSDAY, JULY 19, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 10, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
TWO CERTAIN LOTS OR PORTIONS 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 Village of Hahnville, ST. Charles Parish, Louisiana, about one mile above the courthouse of said Patrish, on the right bank of the Mississippi River, which said lot of ground is located in Section 24, T 13 S, R 20 E, and is part of LOT 15 of SQUARE 2 on the plan of said village made by Owens McLeran, Surveyor, made in 1817, which survey shows this portion of ground as located in area bounded by Lincoln, Roselius, Julia and Front Streets; and according to map by Lucien C. Gassen, Surveyor, dated October 20,1972, copy of which is on file in the office of the Clerk of Court and Ex-Officio Recorder of St. Charles Parish, and which is entitled "Survey of Lots D and E, Block 2 of the resubdivision of Lots 16 and 17 of the Hahnville Subdivision"; the lots herein conveyed are designated on said map as LOT "D" AND LOT "E". Lot "D" has a width on Lincoln Street of 50 feet with the same width in the rear, and a depth between equal and parallel lines of 150 feet. Lot "E" has a width of 32 feet front on Lincoln Street with the same width in the rear, and with a depth between equal and parallel lines of 150 feet; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.
PROPERTY WAS ORIGINALLY AUCTIONED WITH APPRAISAL ON JANUARY 30, 2019. NO BIDS WERE RECEIVED FOR THE MINIMUM SALE PRICE OF $106,666.67. THEREFORE, PROPERTY WILL BE SOLD TO THE HIGHEST BIDDER FOR COSTS.
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FORTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-SEVEN AND 12 / 100 ($48,177.12) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: March 07,2019
April 04, 2019
ATTORNEY FOR PLAINTIFF:
Logan Massey
1505 North 19th Street
P. O. Box 2867
Monroe, LA 771207
SCSO-CIV-209-0402

Legal notice deadline is every Friday at 3pm for the following week
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