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Priest prays for serial killer who murdered his parents

Anna Thibodeaux Managing Editor
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Every day, since May 9, 1997, Dominic “Mixie” Arcuri has prayed for the man who bludgeoned his parents to death in LaPlace.

It didn’t change when he became a deacon and then a priest, who now serves at St. Charles Borromeo Catholic Church in Destrehan, or when the killer was convicted of first-degree murder.

“I have never, ever had anger in my heart to the person who murdered my parents. That is a gigantic grace from God,” Arcuri said. “I credit him with giving me the peace I needed in my heart to deal with my grief. Every day of my life, I pray for the perpetrator.”

Despite the brutality of his parents’ deaths, he forgave their killer and believes God spared him the anger that allowed for love.

PRIEST to 5A

Lack of volunteers could raise insurance rates



TURN to 2A

Luling restaurant closes doors



TURN to 2A

Local inmates get diplomas that open doors

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Inmates at Nelson Coleman Correctional Center who receive a high school equivalency diploma get a special

visit with family. This is often the first time in years they’ve seen them in person. “The visit with their families is special,”

DIPLOMAS to 8A



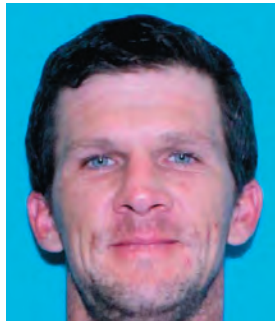
The May graduating class at Nelson Coleman Correctional Facility in Killona.

Man pleads guilty after accomplice was shot, killed

Ryan Arena Editor
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A man involved in an attempted January holdup of Thrift Village Drug Store in Luling that resulted in the death of his accomplice has been sentenced to 15 years in prison.

Jeremy Stewart, 45 and of Harvey, pleaded guilty to a count of principal to attempted armed robbery as result of a plea bargain.



Mark Fisher Jr.



Jeremy Stewart

GUILTY to 8A

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Lack of volunteer firefighters could raise insurance rates

Move combats shortages at parish departments

Anna Thibodeaux Managing Editor
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When a recent emergency call drew one truck and three Luling firefighters, it became clear the concern over finding volunteers and keeping them was readily becoming an increasing problem.

“We’re definitely having a difficult problem with that,” said Luling Fire Chief Craig Petit. “The problem is with all the school activities and recreational activities, and both parents having to work, they don’t want to volunteer. It’s all over the country.”

A manpower shortage doesn’t only translate into worries about an adequate response to fires, but also influences the cost of homeowner’s insurance that is decided by ratings set by the Property Insurance Association of Louisiana (PIAL). The nonprofit association,



Water shooting on a house fire with Hahnville and Paradis volunteer fire departments responding.

composed of insurance companies licensed to write fire coverage in Louisiana, issues a class rating (1 best to 10 lowest) based on fire alarm and communication systems, fire department review and water supply.

FIRE to 9A

Squeal and Moo closes after one year

Couple announced June 2 was last day, called decision “extremely difficult”

Ryan Arena Editor
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Just weeks after the one-year anniversary of its opening, the owners of Squeal and Moo Real Pit BBQ have closed their restaurant’s doors.

The closing became effective June 2. Kip and Lori Bergeron announced the closure via a post to Squeal and Moo’s Facebook page, noting the decision was not an easy one, but was ultimately one they had to make.



Kip and Lori Bergeron, shortly after opening Squeal and Moo.

CLOSED to 9A

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Teachers to see \$1K increase in pay

School support staff to receive \$500 raises

Ryan Arena Editor
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Teachers will see a bump in their salaries going forward after the state passed legislation authorizing \$1,000 teacher pay raises, as well as \$500 raises for school support staff and \$39 million in additional state funding for public school aid.

The school financing plan was long debated and discussed, but its final form ultimately passed with overpowering support, approved by a vote of 37-1 by the Senate and then by the House of Representatives, 103-0.

Putting the plan into official action was a priority of Gov. John Bel Edwards, and that helped propel it past a key hurdle: the raises will be reoccurring, something that was not unanimously agreed upon early in the legislative session. The package will raise public school funding by \$140 million per year.

Much like the House vote, St. Charles Parish officials were united in their view of the results, agreeing that for their teachers and those statewide, this was a very positive step — and a long time coming.

“We thank the Governor and state legislature for approving the pay raises for our teachers and support staff ... There is no group of professionals more deserving of a pay increase than our teachers and staff. They have experienced a number of changes

over the years and have earned this pay increase. This is an investment in public education and ultimately our students.”

“We are ecstatic and very pleased that the state has followed through on investing in our educators, public education and, ultimately, our students,” said Ken Oertling, who will be succeeding Gomez-Walker as the parish’s schools superintendent at month’s end. “It’s refreshing to see bi-partisan support for educators throughout our state and the message sent that education should be one of our top

“It’s a wonderful victory ... this is so deserved for them.”

— Ellis Alexander

priorities.”

Oertling noted this legislation follows the St. Charles Parish School Board’s recent approval of a two percent raise for employees next year. He said the additional raise in funding from the state will help defer some of the costs of continuing to operate a high-quality school system.

Arthur Aucoin, District 7 representative of the School Board, said that the demands upon teachers are only climbing these days.

RAISE to 10A

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A proud nerd organizes a S.T.E.M. summer camp

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Shamira Williams is a proud nerd who organized her first S.T.E.M. summer camp in St. Charles Parish.

“I love it,” Williams said. “I’m excited about it and love to see those moments with them when they think they can’t get it and then, ‘Ohhhh.’”

Just as it states, the camp will have 30 children age 7 to 13.

“I always have been a nerd,” she said. “I love seeing the growth bacteria and telescopes have always been my thing. Children learn by seeing and doing.”

And this is going to be featured in the camp, which is made possible through S.T.E.M.

The camp also will include learning about binary coding, the solar system, bubble blowers, magnetic slime and do-it-yourself mazes.

“It will take their minds out of the box,” she said.

“It will take their minds out of the box.”

— Shamira Williams

Every Saturday this month, from 9 a.m. to noon, the camp will be held at Boutte Community Outreach Center.

It all fit Williams’ enthusiasm for watching children achieve and grow.

“What drives me most is my nieces and nephews growing up in a world that is all electronic,” she said. “It’s not pencil and paper anymore.”

Williams recounted her 12-year-old nephew turning a soft drink bottle into a flashlight, and then he showed her how to do it. As she watched, she recalled thinking, “That is amazing. The world is shifting and we have to figure out how to keep moving on.”



Participants in the S.T.E.M. summer camp at the Boutte Community Outreach Center.

GiveNOLA Day yields positives for local non-profits

Devon Walker Foundation, Dr. K, Arc among beneficiaries

Ryan Arena Editor
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Several St. Charles Parish based non-profit organizations were among beneficiaries of the nearly \$6 million dollar fundraising effort made for the sixth annual GiveNOLA Day this month.

The Devon Walker Foundation, the Dr. K Movement and Arc of St. Charles were St. Charles Parish representatives among the 752 total organizations throughout Southeast Louisiana the fundraising effort directs to. Other River Parish affiliated non-profits involved included Prodigy Youth Foundation, Matthew 25:25 Ministries and BC Cup Foundation.

The event is held by the Greater New Orleans Foundation each year as a 24-hour event that starts at 12:01 a.m. and concludes at midnight on the day it falls. Donations are made online — anyone can donate, and donations have been drawn from all over the country and even outside of it. Those who donate choose the non-profit their funds will go toward. A

listing and synopsis of each organization and its purpose was posted on the event’s website, givenola.org.

This year, 50,291 total donations were made.



Devon Walker during a charity basketball game put on by his organization, the Devon Walker Foundation.

Over \$1,500 was raised for the Devon Walker Foundation, which was participating in its third year.

NOLA to 4A

STEM to 8A

Duo sets record for biggest bullfrog at tournament

Anna Thibodeaux Managing Editor
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Breaking last year’s records, Rodney Curry and Steven Matherne took first for heaviest catch and the largest bullfrog caught in Fisherman Wharf’s second annual frogging tournament.

Weighing in at 6 pounds, 6 ounces, the two caught the five frogs weighing the most, up from last year’s 5 pounds, 4 ounces. This year’s biggest frog came in at 1 pound, eight ounces, up from last year’s winning 1 pound, 3 ounces.

“We loved it,” Curry said of winning. “It’s good that we finally knew we won. At the last hour or so, when the boats are still coming in, you worry they’ll beat you.”

But they didn’t beat this twosome.

Frogging on Friday (June 7) night for the next day’s weigh-in became an adventure for Curry and Matherne in St. John the Baptist Parish.

“We had a big alligator garfish, close to five feet, jump into the boat,” Curry said. “It thrashed around on the bottom.”

Matherne added, “We brought it home, too ... just like the frogs.”

Curry said the biggest bullfrog was

caught in St. John Parish.

“We were just going down the canal and shining with the light – and there he was behind the tree,” he said.



Bullfrogs caught in the Fisherman Wharf tournament in Bayou Gauche.

The two, who are experienced froggers, knew where to find prime their big catches. The Fisherman Wharf tournament allows hunting them anywhere as long as it’s a public waterway.

“I love to frog and fish,” Curry said.

FROGS to 10A



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PRIEST from 1A

“I pray for him by name every day,” he said. “My prayer is before he draws his parting breath that he will reconcile with the Lord and be able to enjoy heaven for all eternity.”

“I pray for him by name every day. My prayer is before he draws his parting breath that he will reconcile with the Lord and be able to enjoy heaven for all eternity.”

— Father Dominic “Mixie” Arcuri

Although Arcuri asked the man not be identified, the serial killer was sentenced to death by lethal injection after he was found responsible for the murder of six people. He was sentenced to death in 1999, a sentence that was overthrown in 2001 when he got a life sentence in prison without parole.

Arcuri's parents, Sam and Louella, were killed in 1997, the same year Arcuri had told them he was starting classes to become a permanent deacon.

"My parents were so happy," he said.

Arcuri told them it was a four-year program and he wasn't sure where "the Lord is calling me, but I'm going to find out."



Father Dominic "Mixie" Arcuri

Later that year, Arcuri received horrific news.

"Somebody broke into their house during the night," he said. "He bludgeoned each of them."

A banker at the time in LaPlace, Arcuri was waiting for his father for a meeting on the second floor of the bank building. His father failed to show up and family members then discovered his parents' bodies in their home.

“There were about 20 police cars there and complete bedlam,” he said. “My wife was crying uncontrollably and said, ‘There is blood everywhere on the inside.’”

His brother told him, "Dad is dead and Momma's about dead."

Arcuri said he knelt in prayer, saying, “Lord, I can’t handle this by myself. Please help me.”

Soon after the murders, a witness told him that he saw a man running from his parents' house. Arcuri gave the information to the police. Later, another woman in the neighborhood was found dead in her home.

"She was killed the same way my parents were ... the same kind of instrument," he said.

In November of that year, Arcuri received a letter saying he'd been accepted in the January 1998 deacon class. His wife attended the classes, and they shared their story with fellow classmates. He recalled the love and compassion shown to them as "a blessing from the Lord." He came to believe these classes were God's way

of answering his prayer.

Arcuri served 17 years as a permanent deacon at St. Joan of Arc Catholic Church in LaPlace.

He also discovered a deeper relationship with God, as well as felt spared a particularly strong stage of grief – anger.

Arcuri's already challenging life took still another turn in 2012 when his wife had a stroke. She needed constant care, and a blood infection put her in the ER and she became an invalid. Three years later, she died from injuries sustained in the stroke.

"I always had priesthood in the back of my mind," he said. "At age 69, I approached the diocese about going into the priesthood and asked if it was too late to apply."

He entered the Notre Dame Seminary in January 2017.

"I moved from my king-sized bed at home to my twinsized bed at the seminary," Arcuri said.

By June of 2018, he was ordained and given his first assignment at St. Charles Borromeo Catholic Church in Destrehan. It was somewhat unusual to immediately become a pastor, but Arcuri, who had served 17 years as a deacon and had 42 years experience as a banker, felt it indicated he could handle the job.

“So here I am,” he said.

He serves as a living example of dealing with grief, as well as anger.

"I can use some of that experience to help other people," he said. "No two instances could bring grief to people exactly alike. I think what happened to me, how I dealt and deal with grief, the forgiveness part of it, helps with my ministry.

“Forgiveness is not an automatic for sure. It took time, it took prayer to come to that point.”

Father Dominic “Mixie” Arcuri

- » May 9, 1997: A serial killer murdered Arcuri's parents in LaPlace.
- » 1997: Arturi applies for classes to become a permanent deacon at St. Joan of Arc Catholic Church in LaPlace.
- » June of 2018: Arturi is ordained and given his first assignment at St. Charles Borromeo Catholic Church in Destrehan

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Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

- **Hartron Adams III, 56**, of 133 Jane Lane in St. Rose, was arrested June 9 and charged with second degree battery and criminal trespassing.
- **Nathaniel Evans, 37**, of 1315 Paul Fredrick St. in Luling, was arrested June 7 and charged with illegal window tint and possession with intent to distribute crack cocaine.
- **Cruz Santiago Hernandez**, of Greenwood St. in Kenner, was arrested June 9 and charged with driver must be licensed, speeding and possession of cocaine.
- **Verona Chesser, 64**, of 325 River Oaks Drive in Destrehan, was arrested June 4 and charged with cruelty to juveniles with force/violence.
- **Kent Taylor, 41**, of 13533 River Road in Luling, was arrested June 5 and charged with forgery. He had an attachment.
- **Joshua Guarino, 24**, of 400 Ashton Oaks Lane in Luling, was arrested June 3 and charged with domestic abuse battery involving strangulation with child endangerment.



- **Christopher Perkins, 41**, of 1798 Covington Hwy. in Slidell, was arrested June 1 and charged with second degree rape and domestic abuse battery with child endangerment.
- **Terrence Allen, 33**, of 3121 Dawson St. in Kenner, was arrested June 2 and charged with taking contraband to/from penal institution, DWI, operating a vehicle with suspended driver's license, careless operation and possession of cocaine. He had an attachment.
- **Sean Thibodeaux, 26**, of 309 Ormond Meadows Drive in Destrehan, was arrested June 2 and charged with possession of drug paraphernalia – third offense. He had an attachment.



Incidents

- A pistol was stolen from a vehicle parked on South Kinler St. on June 7.

Obituaries

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

Osbourn

In Memoriam, Michele Yvonne Somme Osbourn, passed away in Albuquerque, N.M., May 22, 2019. She leaves behind two sisters, Henrietta Leona Somme and Ava Marie Somme. She is beloved daughter of Mitchell and Della Somme; widow of Jimmy Osbourn. A Remembrance Memorial will be on June 14 - 15, open visitation, at 305 Barton Ave., Luling.



Davis

Lester Davis, 75, passed away on June 3, 2019 at Ochsner Medical Center, Kenner. A native of Hahnville and resident of Luling, Davis was the son of the late Freddie Davis Jr. and Florestine Davis Augusta; loving husband of the late Hazele Taylor Davis; son in law of Mary Helen Taylor; father of Phillip Taylor, Theresa Pierre, Rashonna Darensbourg and the late Laciana Davis; brother of Viola Sumler, Albertha Alford, Elouise Matthews, Althea Roberts, Wilhelmina Simmons, Earl Augusta and the late Evelina Robertson.

He is also survived by nine grandchildren, 18 great grandchildren and a host of nieces, nephews, cousins, other relatives, friends and special devoted friend Benny Rivera (Chico).

The Funeral Service was held at True Vine Baptist Church, 320 Courthouse Lane, Hahnville, June 10. The Rev. Kevin Lewis officiated. Interment followed in Bethlehem Cemetery, Hahnville.



Johnson

Jeffery "Red" Johnson Jr., 76, on June 7, 2019 at Ashton Manor Living Center, Luling. A native of St. James, La., and resident of Luling, Johnson is the son of the late Ella Carter and Jeffery Johnson Sr.; father of Gregory Brown (Leslie), Kresslin Clark Sr. (Zenobia), the late Jeffery Coleman and Charlene Coleman; brother of the late Yvonne Johnson, Lawrence Johnson, Henry Johnson, Louis Johnson, Margaret Marshall and Adrain Johnson.

He is also survived by 12 grandchildren, eight great grandchildren and a host of nieces, nephews, cousins other relatives and friends.

The funeral service will be held at Bell Baptist Church, 300 Hackberry Street, Luling on Thursday (June 13) at 11 a.m. The Rev. Rodney Johnson Sr. will officiate. Interment will follow in St Mary Cemetery, Boutte.

Visitation at the above named church from 10 a.m. until service time.





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Real Estate Transactions

- **130 Dianne Drive in St. Rose** was sold for \$176,200 by David Hanemann Jr. and Jessica Faul Hanemann to William and Victoria Kerry.
- **305A Ormond Meadows Drive in Destrehan** sold for \$161,000 by Brian and Christine Maurice to Nathan Jonas.
- **328 St. John St. in Luling** sold for \$209,200 by Jayna and Kevin Young to Brian Ganier and Dominique Mejia.
- **406 Wade St. in Luling** sold for \$317,000 by Bradford Norfleet Sr., Bradford Norfleet Jr. and Stevie Norfleet Frickey to Brad and Sharon Hank.
- **15819 River Road in Hahnville** sold for \$135,000 by Roy and Norma Nicholas to Phillip Verdin.
- **57 Apple St. in Norco** sold for \$125,000 by Patricia Carambat to St. Landry LLC.
- **235 Shaw St. in Hahnville** sold for \$257,000 by Moore New Homes LLC to Marquita Scott.
- **318 South Fashion Blvd. in Hahnville** sold for \$250,000 by Edwin Yeager III to Jennifer Scheller.
- **122 Ann St. in St. Rose** sold for \$155,000 by Brandon Schexnayder to Ryan and Kristen Wilson.

Write to us!

We would enjoy hearing from you.

Letters to the Editor are welcome on how we’re doing and matters of public interest and concern. To be considered for publication, all letters must include the author’s name, signature, address and a daytime telephone number.

It is only when we work God’s grace that we can love others unconditionally

It is our love for others that keeps the great love of Jesus for people alive in our world today. An American journalist, watching Mother Teresa caring for a man with gangrene, remarked to her, “I wouldn’t do that for a million dollars.”

Mother Teresa replied, “Neither would I do it for that amount, but I do it for love of God.” That should be our motivation. Let’s face it.

Loving our neighbor can be difficult and demanding. In the face of Islamic terrorism, or in time of war, we are strongly tempted



BY WILMER L. TODD

to dehumanize the enemy and regard them as not part of the human family, and unworthy of our love and respect. Still, Jesus’ commandment to love, and his own example of forgiving those who crucified him, constantly call us to reconsider things and seek reconciliation rather than total victory.

It is only when we work with God’s grace that we can truly love others unconditionally. It is only by living every day close to Jesus that we can love as Jesus loved. If we do not, we will be relying only on our human efforts alone, and we will love with another type of love but not the unconditional love Jesus asked for when he said, “I give you a new commandment: love one another as I have

loved you.”

Love always demands the best from us, and brings out the best in us. Being loved gives us a surprising energy and courage. Love makes us fruitful, productive, strong and constant in doing good. Dr. Elizabeth Kubler-Ross, famous for her work on the stages of dying, has written, “Love is the flame that warms our soul, energizes our spirit and supplies passion to our lives. It’s our connection to God and to one another.”

Freedom from selfishness and freedom to love and care for others, that’s what life is all about! That’s the only way. So Jesus strongly insists, “Love one another, as I have loved you.”

Star Trek’s DeForest Kelley was the real McCoy

Twenty years ago this month (June 11), Star Trek’s DeForest Kelley died. Although frequently used as a western bad guy early in his film career, he’s best remembered as the sometimes crusty but always compassionate Dr. Leonard McCoy on the iconic 60s sci-fi TV series and subsequent six films.



BY NICK THOMAS

One of the most fascinating stories involving Kelley that I came across was told to me by Kristine Smith – a Star Trek fan-turned-family friend of Kelley and his wife, Carolyn, for over 30 years. Smith grew to know “De” well, eventually becoming his non-medical caregiver in the final year of his life.

“He was just a salt of the earth guy and incredible human being in so many ways,” Smith recalled to me. The two first met in 1968 after she had driven two hours to Washington State’s Wenatchee Apple Blossom Festival where the actor was appearing and she approached him for an autograph.

“I’d met other actors who were full of themselves, but he was just so down to earth,” she said.

Then 17 years old, Smith wrote about the experience for a creative writing class and her essay eventually found its way to the Kelleys who liked it so much they sent it a New York magazine, TV Star Parade, where it was printed in 1969 and launching Smith’s career as a writer.

Over the next two decades, the bond between Smith and the Kelleys strengthen even visiting each other’s homes – Kelley was a long-time Sherman Oaks resident living in a modest 1960’s single story 1,300-square-foot home. Off camera, Smith says Kelley was rather shy around people initially.

“Even when he got to know you, he was reserved and soft-spoken. You had to almost lean forward to hear him speak sometimes.”

She also remembers Kelley’s encouraging sense of humor which was never mean-spirited.

“If he ever corrected you, you felt blessed rather than criticized,” she said. “At a ‘Star Trek’ convention once, someone asked if William Shatner was hard to get along with. De said he absolutely loved Bill but had to straighten his ass out a time or two!”

Political History: LBJ’s serious beef with Shreveport

In January of 1965, U.S. Sen. Russell Long heard the Appropriations Committee, when preparing the upcoming congressional budget, had killed his pet project.

Long had wanted to build a new post office in Shreveport, bringing federal jobs and money into the city. When he was told the cut had been ordered by the White House, the senator picked up the phone and called President Lyndon B. Johnson.



BY JEREMY ALFORD

Oval Office, Johnson took Long’s call. Their conversation, which was secretly recorded, is a powerful example of LBJ’s domineering personality and brash political style.

After exchanging pleasantries, the senator explained his predicament. The president, fresh off of the largest electoral victory in American history and days away from his second inauguration, was not in a conciliatory mood. The president immediately made it clear that the removal of the post office project in Shreveport was made out of political animosity. Despite winning 44 states the previous fall, he had lost Louisiana to Barry

Goldwater by a wide margin.

“Those are some of the meanest, most vicious people in the United States,” Johnson told Long. “Now you help those folks that vote for you and stay with you. You don’t reward Shreveport.”

Long tried to reason with the president, telling him that getting the post office built had been his own campaign pledge and therefore could hurt his chances for re-election.

The president was undeterred — he would be happy to approve federal projects in Louisiana to help the senator politically, he told Long, but anything in Shreveport was out of the question.

The Weather Channel					
Boutte, LA - 7 Day Weather Forecast					
DAY	DESCRIPTION	HIGH / LOW	PRECIP	WIND	HUMIDITY
THU. JUNE 13	Sunny	91° / 71°	0%	NNW 7 mph	51%
FRI. JUNE 14	Mostly Sunny	91° / 74°	0%	ESE 8 mph	51%
SAT. JUNE 15	PM Thunderstorms	91° / 77°	50%	S 10 mph	62%
SUN. JUNE 16	Partly Cloudy	91° / 78°	20%	S 9 mph	63%
MON. JUNE 17	PM Thunderstorms	91° / 77°	40%	S 8 mph	63%
TUE. JUNE 18	Scattered Thunderstorms	91° / 78°	40%	SSW 8 mph	64%
WED. JUNE 19	PM Thunderstorms	91° / 78°	40%	SSW 10 mph	65%
THU. JUNE 20	PM Thunderstorms	91° / 79°	40%	SSW 11 mph	65%

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DIPLOMAS from 1A

said David Weber, teacher and co-ordinator of the Adult Education Program at Nelson Coleman. “Up until the graduation ceremony, family visits are generally held on site through a camera and screen monitor. The visit that they receive for graduating is an opportunity for them to spend time with their families in the same room, right next to one another. For many of my students, it has been years since they have gotten this opportunity, and it is a very powerful experience. Family members will walk up to me in tears of joy and gratitude for having helped their loved ones obtain an education. The graduation ceremony is a monumental experience for both the students and their families.”

On May 19, inmates received their diplomas. Both Sheriff Greg Champagne and Superintendent Felecia Gomez-Walker were there to praise their success.

Weber said the program is designed to provide a substantial source of rehabilitation.

“We want to make sure their time spent while in our facility leads to productivity and success upon

release,” he said. “Too often, you hear about prison being a revolving door to correction. The sheriff is huge on providing rehabilitative programs and making sure these people have opportunities to better themselves and succeed when they get on the outside. Additionally, many individuals are eligible for time off of their sentences upon completion of the programs we offer.”

Since the correctional center’s opening in 2001, Champagne has supported upgrading Adult Education. Started with a teacher’s aide providing tutoring on the third floor of the old jail in the St. Charles Parish Courthouse, the program now has Weber as a full-time teacher, a teacher’s aide, and test specialists to administer the test periodically to inmates deemed ready to take it.

The Adult Education faculty are supplied by the school system, and the Sheriff’s Office covers the majority of all necessary funding.

Inmates who complete the voluntary program get a high school diploma. Champagne estimated about 300 inmates have completed or started the program since it began

nearly 18 years ago.

They learn at their own pace with

“The sheriff is huge on programming and making sure these people have opportunities to better themselves and succeed when they get on the outside.”

— David Weber

the help of the instructor and aide. They have homework assignments just like any student, and when they reach certain benchmarks, they’re eligible to take the standardized test.

Weber said those standards are becoming more rigorous every year.

“Most of my students make an effort to complete the program during their stay, but sometimes they are released or transferred prior to completion,” he said. “My students may feel a sense of nervousness or uncertainty when they begin the program; however, as they start noticing evidence of progress, they get extremely motivated and determined to push themselves. They remain committed to their studies so that that they can secure employment upon release, continue their education, and be positive role models for their children and family members.”

If they pass, they get their diploma.

“I try to push them like a drill sergeant ... anything I can do to help them make that paradigm shift,” Weber said.

A major driver for providing the program is inmates who get a high school education are less likely to return to jail.

“I have always believed that education is a fundamental and necessary key to success in our society,” Champagne said. “Just the sense of accomplishment that they feel having earned a high school diploma is a big boost to their self esteem. Sadly, many of these people have only been told over time that they are failures. I speak to every graduating class along with the superintendent of schools.

“Our theme is almost always that if they can accomplish this while in jail, there is no reason why they can’t be successful when they are released back into society.”

Weber added, “My students tell me that they often say they don’t just want to be another statistic and they prove it by working their butts off.”

The sheriff agreed.

“I am very proud of the number of inmates that have been able to accomplish this,” he said. “I have always believed that we need to do everything we can to send inmates back to society better than they were when they entered the system. I think in many cases we are doing just that.”

GUILTY from 1A

He pleaded down from a potential charge of second-degree felony murder.

Stewart was noted as the accomplice of the late Mark Fisher, 36 and of Madisonville, who was shot and killed during the attempted Thrift Village heist by a store pharmacist, whom Fisher had held at gunpoint.

During the Jan. 21 incident, Fisher entered the store wearing black clothing, including a facemask and gloves, and ordered the store’s clerk and pharmacist at gunpoint to go behind the counter and retrieve drugs for him.

Fisher then zip-tied the clerk’s hands together. Before he could do the same to the pharmacist, the latter retrieved his handgun to defend himself. A fight ensued and Fisher fled. As the pharmacist rushed to the front door to lock it, Fisher apparently turned back and ran toward the pharmacist, who fired a shot into Fisher’s right leg, hitting his femoral artery. Fisher attempted to run again, but collapsed outside the store’s strip mall, where he died.

Approximately a week later, Stewart was arrested in connection to the crime, with an investigation leading to sufficient probable cause, according to the St. Charles Parish Sheriff’s Office.

The Terrebonne Parish Sheriff’s Office determined that Stewart was Fisher’s driver during their alleged Jan. 7 armed robbery of Cheap Smokes in Houma.

St. Charles Parish Sheriff Greg Champagne said his office’s investigation of the Luling incident determined the pharmacist was justified in use of deadly force, as the pharmacist and clerk’s lives were in imminent danger.

The court recommended Stewart participate in any education/rehabilitation opportunities offered by the Department of Corrections.

His sentence was not suspended; he gets credit for time served and is currently serving out his sentence at Nelson Coleman Correctional Center.



Adult Education

- » Adult Education has been available at Nelson Coleman Correctional Center since it’s opening in 2001 and has been upgraded under Sheriff Greg Champagne.
- » An estimated 300 inmates have graduated from the program in the last 18 years.
- » About 15 inmates graduated in the program this year.



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STEM from 4A

Her nephew, Jayce Sandolph, who they used to call “the professor” is one of the volunteers helping her hold the S.T.E.M camp.

Williams was further amused over watching her four-year-old nephew talking to his tablet. He’d learned about the YouTube app’s verbal command and told it he wanted to see Bubble Guppies and Paw Patrol.

So, when her boss’ husband suggested she hold the camp, Williams was soundly on board.

Camp sponsors include United Way of St. Charles, Entergy and Louisiana South Human Health Services in Thibodaux.

“Hey, I can do this in my community,” she said. “I’m all about being active for the kids in the community. Whatever it is, I’m here.”

The camp made sense to this dialysis nurse who also volunteers as an afterschool tutor for children.

“We ask kids what they want to do when they grow up and they say a doctor or lawyer or teacher, but they never say a chemist,” Williams said. “We want to open their minds to other things, too.”



What is S.T.E.M.

- » S = Science
- » T = Technology
- » E = Engineering
- » M = Math

FIRE from 2A

Petit said manpower and how department’s respond to alarms substantially influences a community’s rating.

Luling has maintained its Class 3 rating for the last three years, but he’s concerned the need for more manpower and lessening response to alarms could hurt it. Also, the area’s PIAL rating reassessment comes up in 2020.

To counter volunteer shortages and ensure reliable response, volunteer fire departments are shifting emphasis to hiring paid firefighters. But Petit said there isn’t enough funding to adequately staff them, so they still need volunteers and they’re getting harder to find and retain.

Parish voters supported a 1.58-mill property tax renewal for another 10 years, but the chief said the \$2 million a year it raises is shared by nine fire departments to buy fire trucks and equipment, and covers the cost of water for firefighting – not personnel.

“From Friday through Monday, we’re run on volunteers,” Petit said. “The department only has funds for the employees on weekdays so on nights and weekends we rely on volunteers. We were having fire calls where three firemen showed up and it’s not enough.”

The parish’s volunteer fire departments can and often do assist each other in fires, but volunteer response is becoming more uncertain, Petit said.

“This hurts us big time with PIAL ... homeowners insurance,” he said.

In response, the parish’s volunteer fire departments have been hiring firefighters part-time and fulltime, Petit said. The Paradis VFD just announced its first hire. Other departments in the parish also average one to two of them fulltime, as well as part-time, but not all can afford the move. At two departments, Des Allemands and Bayou Gauche, there are no paid firefighters, and they remain reliant solely on volunteers.

Of Luling VFD’s 50 volunteers, half respond to fires



Firefighters extinguishing fire that destroyed the old Domino’s Pizza in Boutte.

and the other half serve in support.

Additionally, Petit said requirements for volunteers are increasing, requiring even more dedication. Many of them can’t keep pace with the demands.

At Hahnville VFD, Chief Matt Allshouse said his department is struggling to get and keep volunteers, a growing problem with multiple factors.

“I just think its people’s lifestyles changing,” Allshouse said. “There’s more people with both husband and spouse working. People just don’t have that much time.”

In addition to people working longer hours and having less time to volunteer, he added the younger generation doesn’t seem interested in it or are equally busy.

Allshouse said he’s fortunate his remote job allows him to also serve as fire chief, and he feels comfortable with his day-to-day personnel. But he, like Petit, remains concerned about nights and weekends.

“There is no guarantee that they’re going to show or be able to show up, especially on minor calls such as getting someone out of bed at 2 a.m. on a gas leak,” he said.

But he, like Petit, also said volunteer firefighting requirements are getting tougher and harder to meet.

Asked if he was concerned about volunteer numbers,

Allshouse responded, “Oh, yes. We may have two come and then two leave for whatever reason like relocations or changing jobs.”

Hahnville VFD also has agreements with neighboring departments for help, but he added, “there’s no guarantee” if they’ll show up in numbers needed.

“Every department is having issues,” Allshouse said. “It’s important to have people dedicated fulltime to firefighting.”

While Allshouse said the PIAL rating was important, he considered it a concern secondary to dealing with the call. The parish’s rates are average at Class 3, but he’s also concerned about what’s coming with new PIAL ratings next year.

A fulltime firefighter ensures trucks and equipment are dispatched while the volunteers are heading to the scene, a vital doubling of effort for a faster response, he said.

Allshouse added, “Ideally, it would be best to have staff 24 – 7.”

Volunteer Firefighters Association Fire facts

- » Every 19 seconds, a fire department somewhere in the U.S. responds to a fire.
- » Fire is the largest single cause of property loss in the nation.
- » In the last decade, fires have caused direct losses of more than \$120 billion and countless billions more in related costs.
- » Every year, more than 3,000 Americans die in building fires, while more than 20,000 people are injured.
- » Each year, fire kills more Americans than all natural disasters combined.

CLOSED from 2A

“With deep regret, we announce that the doors of Squeal and Moo Real Pit BBQ will permanently close today,” the post read. “This decision was extremely difficult because serving our community over the past year was such a pleasure. We are so grateful to our staff, family, friends and loyal customers for every supportive gesture and encouraging word. We would love to continue operating for years to come, but for many reasons beyond our control that is no longer feasible. Many thanks!!”

The Bergerons opened the barbeque restaurant in May of 2018, with the intent to bring a strong barbeque eating experience to an area where it’s relatively rare. Lori is from Austin, Texas, where barbecue options are prevalent, and Kip spent time there.

The two called the restaurant opening a dream of theirs, something they talked about often as far back as 2000. They didn’t put plans into motion until the passing of their close friend Darrin Beadle, whose friendship with fellow St. Charles Parish native Kip dated back to their childhood. He was

“We would love to continue operating for years to come, but for many reasons beyond our control that is no longer feasible.”
— Bergerons

a constant source of encouragement for them prior to his passing in the summer of 2017.

The couple acquired the site, had the building remodeled and installed custom built smokers. It opened to strong response and received positive ratings online and via social media – responses to the announcement of the closure were overwhelmingly regretful.



Kip Bergeron with Squeal and Moo staff by one of the restaurant’s custom built smokers.



Squeal and Moo Real Pit BBQ

- » Closed permanently June 2, after opening just over a year prior on May 15, 2018.
- » Was opened by Kip and Lori Bergeron after years of dreaming on the idea, at 12287 US-90 in Luling.
- » Said continuing to operate would prove unfeasible via a Facebook message on its page last week.

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NOLA from 4A

The group was founded by Destrehan High School alumnus and former Tulane football star Devon Walker, who was paralyzed after suffering a severe spinal cord injury while playing with the Green Wave in September of 2012.

His organization was founded to create global awareness and education of spinal cord injuries in an effort to prevent those kinds of injuries in the future while bettering the lives of those who have already suffered them. The group does the latter through supplying adaptive equipment, funding advancements in medical treatments and providing knowledge on where and how one can find proper assistance.

GiveNOLA Day has raised between \$7,000 and \$8,000 for the Walker Foundation over the three years the latter has been involved.

“It’s a really great event that helps out so many non-profits throughout the area,” Walker said. “It’s definitely a big lift for us and it’s for sure rewarding that people see the things we’re doing and want to extend a helping hand.”

“It’s for sure rewarding that people see the things we’re doing and want to extend a helping hand.”

— Devon Walker

His organization has held charity events like basketball games to raise money for the group’s efforts and are looking at doing another potentially in the near future. For now, he said the group is focused on increasing its exposure so as many people as possible who could be helped by his organization know that fact.

“Otherwise, we’re focusing on helping everyone we know we can help out in any way we can,” he said. “We just want people to know we’re here to help individuals who are paralyzed and to know how we can help them.”

Arc of St. Charles provides services and support to people of all ages with developmental and intellectual disabilities and special needs, with an aim at helping spur them to reach their full potential. The group has been working toward that end since it was established in 1971, and provides their services to St. Charles, St. John, St. James, St. Mary, Lafourche, Terrebonne and Assumption



Devon Walker as a school guest speaker.

Parishes.

The Dr. K Movement was established to help convicted felons transition back into society once done serving their jail terms and to influence at-risk youth in a positive way. The organization aims to help guide each child to make good decisions, while teaching the consequences of choosing wrong ones.

Tyronne Walker, vice president of communications and public affairs for the Greater New Orleans Foundation, said this year represented new record highs in funds raised — by about \$400,000 — and number of donors.

“I think it’s fascinating and exciting to see how much it’s grown,” Tyronne Walker said. “We never envisioned it would grow this big. It’s a great testament to the growth and work of non-profits ... and the people of South Louisiana, who are very generous.

“I think it’s more than a day about raising money, and has become a day where people can come together and do something positive.”

GiveNOLA impact

- » Established six years ago, GiveNOLA Day raised nearly six million dollars this year for non-profits throughout Southeast Louisiana.
- » Those include St. Charles Parish-based organizations in the Devon Walker Foundation, the Dr. K Movement and Arc of St. Charles.
- » 2019 saw record numbers for the single day, online-based event established by the Greater New Orleans Foundation.

RAISE from 2A

“Our hard-working teachers deserve a raise,” Aucoin said. “The standards the state has put on our curriculum are demanding. Our teachers deserve this.”

He added the parish’s own two-percent bump to teacher salaries was necessary in order to retain talent in the field.

“We demand greatness from our teachers, too,” he said. “It’s going to be tough to recruit and retain teachers in the future ... I hope we can do more for our teachers’ pay in the near future.”

Ellis Alexander, District 1 representative, called it an investment in our future.

“It’s just an incredibly important job to prepare our youngsters to be productive community members and citizens ... it’s important we take care of each other,” Alexander said. “I’m happy as I can be about it. I’m as happy as I’d be if I got a raise, for those teachers ... not just ours but in all of our state. They work so hard and prepare so well.”

Alexander’s father was a teacher and his mother was a staff worker in the cafeteria, and he says he still gets reminders of the impact they had on their students.

“They come up to me and tell me how much they appreciate what my parents did for them,” Alexander said. “I know how hard they work and how hard our teachers work today. This is so deserved for them. In this day and age, for the governor to get such strong support across the board for something, it’s a wonderful victory not just for him, but the whole state.”

School Board Vice President Sonny Savoie called teachers “the front lines of the education world.”



A win for education

- » Legislation for pay raises and increased public school funding passed as result of a schools plan sought by Gov. John Bel Edwards and the state’s Board of Elementary and Secondary Education (BESE).
- » Budget funds a \$1,000 raise for public school teachers, a \$500 raise for school support staff and a \$39 million block grant for school districts.
- » One of the key roadblocks knocked down was an agreement that the raises would be reoccurring year by year, instead of a one-time payment.

FROGS from 4A

But he doesn’t like eating frogs so whoever is with him on the hunt gets the catch and that’s usually Matherne and his brother.

Curry’s frogging tip is when grabbing frogs beware it’s not a small alligator because from the side the two tend to look alike in the water. In the light, an alligator’s eyes reflect red.

For Matherne, he agreed to go frogging on his brother’s urging and it turned out to be something he really enjoyed.

“It’s was kind of exciting,” he said of winning the tournament. “I’ll be here next year. I just hope it will be more kid friendly.”

His seven-year-old son, Tayton, wanted to join the group and he did. This was their first time weighing frogs, which they don’t typically do on their frog hunts, and it was fun seeing they’d caught the winning 6.6 pounds of frogs.

At the weigh-in at the wharf, there was suspense.

“I didn’t know actually who won because I know those guys have air boats and can go to areas where no one has ever hit before so it was kind of iffy,” Matherne said. “But we know there’s bigger frogs out there.”



Tournament winners

- » First-place winners Rodney Curry of Luling and Steven Matherne of Paradis (pictured above) with five frogs weighing 6 pounds, 6 ounces. They also won the biggest frog category at 1 pound, eight ounces. They won \$200 and a frog cage, and won \$130 for the “lunker” or largest frog.
- » Second-place winner Ken and Jacob Breaux won \$175 prize, a Yeti cup and \$10 off a bullfrog pen case for having the second biggest catch of five frogs at 5 pounds, 12 ounces.
- » Third-place winners Shawn Matherne (Steven’s brother) and Alyssa Vicknair, won \$135, a hat and \$5 off of a frog cage, for their catch weighing 5 pounds, 11 ounces.



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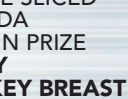
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Sisters find bond through unique competition

Return of roller derby gives skaters chance to show competitiveness, flair

Ryan Arena Editor
ryana@heraldguide.com

Roller derby is something most often associated with the years far gone by, with its first mainstream incarnation seeing it morph from a competition to a professional wrestling-like entertainment spectacle before largely fading away.

But the sport is making a comeback – emphasis on sport, as in the competitive



Mia Rocco in action.

side – and a pair of St. Charles Parish sisters have found themselves right at home on the rink.

A shared love of skating brought Mia and Kayla Rocco of Luling, ages 15 and 10 respectively, are teammates on the Crescent City Crushers roller derby squad, having just completed their first season with the team and now preparing to get started again in August.

It’s a contact sport played by two teams of five members skating counter-clockwise around a track. Each side designates a “jammer” who is designated to score points for their team by lapping members of the opposing team. The remaining players try to assist the jammer – while hindering the other.

“They just like skating, and it’s not something people do much anymore,” said their mother, Denise. “We kept our eyes and ears open on Facebook, looking for junior teams. There’s just not a lot of Roller Derby teams out there, and less so for juniors.”

Eventually, they found their team . While the competition has been



Kayla and Mia Rocco during competition with the Crescent City Crushers.

re-legitimized – “it had kind of gotten to WWE-type status at one point in its

“I didn’t think it would work ... the other team’s blockers were like, ‘where is she?’”

— Mia Rocco on Facebook video

history,” Denise said—there’s still plenty of room for creativity and showmanship. Each skater develops their own

character name and persona, and sets themselves apart by painting their face and decorating their helmets.

Mia, for example, is Brawllipop. Kayla, likewise, is Chupacabra, named after the creature from folklore.

“I used to mess around and growl at people when I was younger,” Kayla said with a laugh. “They gave me a nickname of Chupacabra, so I got it from that.”

Kayla said she was surprised at what she found when she was getting into it at

DERBY 3B

Zion win a breath of fresh air for franchise

Ryan Arena Editor
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What a turn for the New Orleans Pelicans.

For a long time, it felt like – to me at least – we were watching the death of professional basketball in New Orleans. Ever since the team’s debut here almost 20 years ago, the franchise has attempted to find success. At times, it did, but it was fleeting, never sustained.

But with new management, a soon-to-be-drafted megastar and a different

“For a long time, it felt like – to me at least – we were watching the death of professional basketball in New Orleans.”

attitude organization wide, it seems the Pelicans - and pro basketball with them - are totally reborn.

The lack of an on-court winner would

have always hurt the team in its effort to grow and energize its fanbase. But for the Hornets/Pelicans, it was worse than that: the constant teasing of one step forward, two steps back. False starts. Teased dreams, followed by soul-crushing defeats. All-Star talents demanding to go elsewhere. Brutal injuries just when things were coming together. For an organization trying to establish itself with a new fanbase, that’s simply poison.

How can someone keep buying in if they’re conditioned to believe pain is right around the corner?

At times, they even kicked us when we were down! Two years ago, the Saints lost to Minnesota in the playoffs on what was almost certainly Who Dat’s most soul-crushing loss of all time – at least to that point ... of course. The Pelicans were in the midst of their most impressive run

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Signees Shelby Walls, Bria Robertson, Allen Mire, Chardeidra Madison, Noah Chaisson, Gia Zeringue and Lainnie Dugas.

Seven put pen to paper for spring signing day

Ryan Arena Editor
ryana@heraldguide.com

Few parishes populate their annual athletic signing day ceremonies quite as much St. Charles Parish, which honors several each February for National Signing Day, as tradition has long dictated.

But Hahnville and Destrehan aren't finished once that's done: weeks after nine athletes put pen to paper Feb. 6,

seven more made their next destinations known by inking scholarships at the school district's recent spring signing day ceremony.

Destrehan softball teammates Lainnie Dugas (East Texas Baptist) and Gia Zeringue (Millsaps) were joined by Hahnville's Shelby Walls (Loyola-New Orleans), Noah Chaisson (University of

St. Mary), Chardeidra Madison (Pearl River Community College), Allen Mire (Louisiana-Monroe) and Bria Robertson (Xavier).

Madison was a force for Hahnville on the basketball court, helping to propel the Tigers to far surpass their 2017-18 win total with a mark of 21-13. That was good for a district championship, and the team's lone senior player was a double-digit scorer in the frontcourt for her team, averaging just over 10 points per game.

Mire was signed for his talents on the track and in cross country. He finished as District 7-5A runner-up in the 800 meter event at the district championship meet, and a strong showing at the regional qualified him to compete at state, where he

finished sixth among all 5A competitors. In cross country, he finished 28th among all competitors in the 5A state meet after taking top honors in district competition.

Zeringue and Dugas were the first and third basemen, respectively, for the Destrehan Ladycats quarterfinalist softball team, helping to lift DHS to its farthest-ever run in the postseason. They powered the heart of the Wildcats' lineup, Zeringue batting third and Dugas fourth, setting the tone with their power and patience.

Chaisson's physicality on the gridiron surely impressed coaches at St. Mary. For a Hahnville team that relied heavily on running the ball, Chaisson proved a punishing run blocker at tight end that helped pave the way for the Tigers to once again reach the postseason, where they advanced to the second round.

Walls was proficient on the golf course, qualifying for the state tournament in all four of her seasons with the Tigers – while also racking up four straight All-District seasons. She placed in the top 20 overall in two of her final three seasons, including her senior year.

Like Walls, Bria Robertson is set to stay close to home. Robertson heads to Xavier after becoming the second Tiger in as many years to earn a cheerleading scholarship.



Allen Mire and Bria Robertson put pen to paper.

Tigers alum a quick study in coaching

Ryan Arena Editor
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Hahnville High alumnus Tracy Hilaire isn't that far gone from his high school days, a graduate of the Tigers' Class of 2015. But he's found a knack for coaching far beyond his years.



Tracy Hilaire

Hilaire, who attends Belhaven University in Jackson, Miss., had the opportunity arise to coach basketball in the Pearl Middle School Youth League in his down time, along with his fellow coach and Belhaven student Josh Roberts. Their Pearl Saints went 10-1 and captured their league championship under Hilare and Roberts' watch.

That opened up another opportunity for them: a chance to coach AAU basketball, ages 13 and 14 for the Mississippi Basketball Association (MBA). They would shape the team first, recruiting players from the area to form a 10 player squad, the Jackson Jazz – a fitting name, given both Hilaire and Roberts' Louisiana roots.

This team was also a quick study—the

Jazz rolled through league competition, going 9-1 en route to the MBA league championship.

“We taught them that if you want to win the right way, you have to play for one another,” Hilaire said. “We didn’t just want to teach them to win, but we wanted them to realize a greater purpose, to serve one another and use their God-given abilities to pick up one another when we falter.”

The team slogan, to that end, was “One Team, One Win.” While no stranger to basketball in his prep days, Hilaire was more known for his tennis talents, which earned him an athletic scholarship to Belhaven.

He's been able to share Belhaven's advantages with his players. He and Roberts have been able to utilize the

Belhaven basketball gym for practice and utilize its fitness center, while the players have also been able to work on their skills with Belhaven players.

The Jazz's Josh Coe, the MBA's MVP, said Hilaire and Roberts promote a healthy atmosphere of competitive fire.

“We love each other and hate each other sometimes, but we're always a team. Our coaches applaud us when we work together and that's how it should be,” Coe said.

Hilaire said he's loved every moment, and one can surmise he's far from done in coaching. He plans on continuing to coach this age level until his graduation this December, then plans to pursue a masters degree in sports management. He hopes to one day coach and teach at the college level.

But in the meantime, he's having a blast right now.

“It's been a great experience I'm going to value for the rest of my life,” Hilaire said.

ZION from 1B

of the season, and perhaps they would lift our spirits! Of course, Demarcus Cousins blew his Achilles tendon, within a week of the Saints' loss. What a low point. The lowest ever.

Until! The Saints had a trip to the Super Bowl in the bag, only for the bag to be ripped away in the Superdome against the L.A. Rams. As if the sports universe smelled blood, it took less than two weeks for us to learn that Anthony Davis had demanded a trade, to the L.A. Lakers, who certainly DID smell blood and were attempting to poach. That effectively started a war between the organizations and the ensuing mess for the remainder of the season made the Pelicans appear the part of a rotting carcass.

That was the lowest point. And yet, they do say, it's always darkest before the dawn. Never more true than in this case.

Because I believe the power play LeBron James, his management team and the Lakers attempted to pull on the Pelicans may have actually been the greatest blessing this franchise has ever received.

It led Gayle Benson to demand answers, and then demand changes.

She hired perhaps the most highly-touted available executive on the market in David Griffin to run basketball operations. I was skeptical of Griffin at first, and it was almost because of the overwhelmingly positive reaction to his hiring. Is he really that good? Didn't he do his best work with LeBron James?

He quickly won me over, first by hiring Aaron Nelson, formerly head trainer of the Phoenix Suns, to head up the Pelicans' medical operation. The Suns have long been renowned for their ability to stay ahead of the game in that department – players like Grant Hill and Penny Hardaway found a rebirth in Phoenix after injuries threatened to end their careers elsewhere. Among my friends, the running joke was the Suns were performing witchcraft. Now, the Pelicans get to cast the spells.

Hiring Trajon Langdon away from Brooklyn to be the team's general

manager was another coup. Brooklyn made the postseason this year, and it may be hard to grasp how far expectations were exceeded by doing so. Under the Nets' previous ownership, a very shortsighted trade for Kevin Garnett and Paul Pierce effectively destroyed Brooklyn's draft pick equity for years beyond the deal – wonder how Boston built that contender? – and the Nets were mostly working with a group of broken toys abandoned by other teams. Diamonds in the rough, if you will. Langdon was in the middle of all of its rebirth and was highly sought after.

Finally, Griffin won the lottery. He had nothing to do with that, probably. But I'd rather be lucky than not.

It seemed inevitable that the Pelicans would ultimately have to trade Anthony Davis for a package that would – in the absolute best case scenario – involve Zion Williamson of Duke, the soon to be No. 1 pick in this draft. The Pelicans would have been incredibly lucky just to perform a Williamson for Davis swap!

Instead, the Pelicans can pick Williamson outright and THEN can work with Davis or a return on Davis. As of this writing, it sounds like Davis still wants a trade, though Williamson gives him something to think about in terms of staying. But even with a trade, you can build an infrastructure around Zion.

I cannot tell you Zion is a better prospect than Davis was. He may or may not be. I can tell you he is a much, much bigger STAR. And while some may roll their eyes at that, associating this with diva behavior, Williamson promises to bring more attention to this franchise than ever before, both locally and nationally. This is the most hyped player since LeBron James. Davis was hyped too. Not like this, though. This is the guy the league expects to take the mantle from LeBron. Season tickets started flying out the door upon the lottery win.

For almost two decades, the Pelicans have tried desperately to get our attention.

I have a feeling that they have it – that soon, we won't even be able to look away.

DERBY from 1B

first – as did Mom.

“We definitely were learning as we went,” Denise said. “I had no idea what it is.”

She had to get used to the idea of the physicality of the sport, for example.

“It's like, ‘Eh, do we need this?’” Denise said. “But ultimately, just like a guy playing football, you have safety equipment, you take the precautions. You're skating fast and falls will happen. Nobody's quit the team, though.”

“For girls, it's a game that really toughens you up, and makes them feel strong ... they get it in a way you don't see with other sports.”

Kayla said working together with her teammates was a favorite aspect.

“You have to talk and find ways to stop the other team from scoring,” Kayla said. “It's fun figuring out ways to win.”

Mia said she and her sister have been skating for years.

“We'd always go to the roller rink, and even if not there, we'd skate around the neighborhood,” Mia said. “I don't know why I started doing it, but it's just always been a thing.”

She enjoys how unique roller derby is.

“This is really awesome and I've met some awesome people. Without this, we wouldn't have met them at all,” Mia said.

Mia also achieved a bit of fame through the Crushers.

A video of Mia and her teammate — the Crushers' jammer — finding a creative way to score on the opposition has made the rounds on Facebook. With no clear lane for the jammer to break through the defense, Kayla took a wide stance with her legs, and her shorter teammate was able to skate underneath her to break through to the other side. The video's been viewed over 20,000 times.

“I didn't think it would work!” Mia said. “The other team's blockers were like, ‘where did she go?’ and by that time, she was gone. It was so cool.”

The sisters and their mother alike all say they hope to see the sport continue to grow, and perhaps a few more of their St. Charles Parish neighbors to join in.

“A lot of people have been interested, but say they barely skate ... it'll take some convincing. But hopefully we get there,” Mia said.

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Serving up healthy, tasty meals

Oyster’s Pearl chef says he loves how St. Charles Hospital takes care of the community

Anna Thibodeaux Managing Editor
annat@heraldguide.com

Like paint on an artist’s palette, Chef Jeffrey Smith displays a tray with pink Atlantic salmon, fresh green asparagus and the appealing orange of sweet potato souffle – all about to become one of The Oyster’s Pearl Grill and Café favorite healthy dishes.

Selling an average of 30 pounds of salmon or 80 six-ounce portions a week, the public is increasingly putting healthier options on the lunch plate at St. Charles Parish Hospital’s restaurant in Luling.

“Of the healthy dishes, the salmon is the most popular,” Smith said. “It’s fresh Atlantic salmon, cooked to hold the nutrition and still taste fresh.”

As he tosses fresh herbs and spices on the fish, and then tosses it in the pan for searing, the tantalizing scent of the dish fills the air.

With today’s more health conscious consumer, other dishes like grilled chicken, light or dark, that’s been marinated in fresh seasonings is another popular dish. It doesn’t require as much salt or pepper, which fits the diets of many customers and hospital patients.

Smith said they make an overall effort to cook healthy and with fresh ingredients.

“We try to make one healthy meal and keep the other meals within the range of healthy with lower salt while still tasting good,” he said. “We take a lot of time making the product enjoyable for everybody.”

And diners like it.

The Oyster’s Pearl rates as one of the best restaurants in St. Charles Parish, and one that Smith said embraces the community by offering healthy, as well as tasty, dishes at a realistic price. The meals are so appealing that some customers buy two plates of different lunches to bring one home for supper or for family.

“This is the first time I’ve seen the hospital take care of the community – and I love the fact we can do that,” Smith said. “We know everybody from the people who mow the lawns to the teachers or janitors, we know everybody. It’s like one big happy family community.”

Patients and customers can suggest dishes that might end up on the menu.

Although patients and restaurant customers are two different sides of the business with separate service and separate menu, the goal is the same toward providing an enjoyable experience at the table.

“We try to work with any diet we can in order to make the food presentable and taste good,” Smith said of patients and customers. “You can try new ideas and have the public try it.

“We try to give the best quality food and service to the patients in order to better their hospital stay and nutritional diet so they heal better with a happier attitude.”



Herald-Guide
Healthy eating series



Get to know Chef Jeff

- » Chef Jeffrey Smith as been with the Oyster’s Pearl 2-12 years. He enjoys cooking standard dishes, but also preparing some like gumbo with a twist.
- » A native of Oklahoma, Smith studied at the Culinary Institute of America in New York.
- » The restaurant and café is at St. Charles Parish Hospital in Luling. The lunch menu includes a variety of choices prepared with an emphasis on healthy dining.

Anna Thibodeaux

Above: Chef Jeffrey Smith’s salmon dish with asparagus and sweet potato souffle. Below: The ingredients and seasoning that become Smith’s tasty and low salt dish.



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Smith demonstrating how he cooks salmon.
Below: Smith cooks the asparagus and plates the vegetable.

MEALS FROM 4B

Variations of gumbo are well received, as well as their unique shrimp and okra stew.

“We’re able to experiment and the public hasn’t seen some of this before and probably won’t see it anywhere else,” Smith said. “They love it here. We probably go through 10 gallons when we make that stew. It’s something different.”

Being at Oyster’s Pearl for 2-1/2 years, Smith brought more than 32 years experience to the position as chef.

He was trained by one of the best schools in the nation, the Culinary Institute of America in Hyde Park, N.Y. Smith moved from Florida to New Orleans after Hurricane Katrina and has been here since.

“I love everything about cooking,” he said. “I love the way food can be

presented, and how you can take a little bit of product and make a meal out of it and you still feel healthy and full when you’re done. The smile you get and

“Of the healthy dishes, the salmon is the most popular. It’s fresh Atlantic salmon, cooked to hold the nutrition and still taste fresh.”

— Chef Jeffrey Smith

gratitude you get when you take care of people ... Its a big rush to know you can bring someone that little bit of happiness and make the day a little bit better.”



Smith displays the salmon dish with asparagus and sweet potato soufflé.
Top: Chef Smith sprinkles seasoning on salmon before cooking.

Anna Thibodeaux

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Girl Scouts at the Capitol



Remi Mato and the Louisiana 4-H Executive Board and Tatum Dugas and the Louisiana 4-H Citizenship Board for implementing a successful 4-H Day at the Capitol. Thanks to those who participated, including Gloria Miller and 4-H volunteers. They praised state Legislators for taking the time and energy to support the 4-H Youth Development program.

community calender

What's Happening

whatshappening@heraldguide.com

June 13 - 16
Dirty Rotten Scoundrels
The River Region Drama Guild will present Dirty Rotten Scoundrels June 13,14 and 15 at 7:30 p.m. and June 16 at 2 p.m. at the Destrehan High School Auditorium. Suggested age for entry is 13+ due to mild language and some adult content. Tickets can be purchased online at brownpapertickets.com until June 12 for \$20. Tickets can be purchased at the door for \$25.

June 15
Farmers' Market anniversary
The German Coast Farmers' Market's 16th Anniversary will be held on June 15 8 a.m. to noon at Ormond Plantation. The event will feature musician Kyle Laba, a car show, rides, a cooking demonstration by Chef Blaine Guillot, local woodcarvers, balloon sculpting, free giveaways and more.

June 21 - 23
Catfish fest
The Louisiana Catfish Festival will be held June 21 - 23 at St. Gertrude Catholic Church, 17324 Highway 631, Des Allemands. The fest will feature food, fun, rides, entertainment, crafts and more. Fest days are June 21 - 5 - 11 p.m.; June 22 - 10 a.m. - 11 p.m., and June 23 - 10:30 a.m. - 8 p.m. For more information, call (985) 758-7542.

July 20
HHS reunion
The Hahnville High School Class of 2009 will hold its 10-year reunion 7 to 11 p.m. at the Crescent City Brewhouse, New Orleans. For more information, contact Abby Tauth at Abbythibodaux@gmail.com.



July 22 - 26
Vacation Bible School
Vacation Bible School - The Incredible Race! will be held July 22 - 26 at the Bible Center Church, 422 Barton Ave., Luling. It is for children entering kindergarten through fifth grade from 9 a.m. to noon. Registration is online at www.biblecenter.org



Aug. 10
Pre-sports physicals
Pre-sports physicals will be available Aug. 10 at St. Charles Parish Hospital's north entrance. The schedule for J.B. Martin and R.K. Smith middle schools is 8 - 10 a.m.; Harry Hurst and Albert Cammon middle schools is 10 a.m. to noon. Physicals are \$15 cash or check only made payable to St. Charles Parish Hospital. School coaches will be present at their designated times. A signed physical form is required. Parent attendance is mandatory. For more information, contact donna.palahang@ochsner.org

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Jackson and Blake Morgan.



Sophia Hebert after finishing her hip hop dance at her recital.



Maddison McNeese, McKaylah McNeese and Mya Allen at the Ormond Splash Park.



Brittany Steib celebrates the end of another college year.



Alex, Kristina and Kenley Brown in the Dominican Republic.



Ryan Rillieux has some fun at Audubon Zoo.



Nah'Leah and Nah'Jae Taylor.



The Rawls family enjoys Grand Isle beach.



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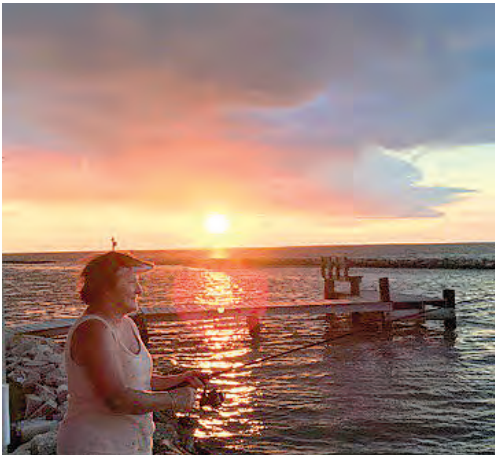
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Mr. Bill enjoying Sunday painting at Ashton Manor.



Sunset on Grand Isle, taken by Denise Ford.



Addalynne Mechele received a visit from the tooth fairy.



The Clesi family on an evening walk.



Nick, Chloe, Addison, Sara and Aubrey in front of the Chinese Theater in Los Angeles.



Rhett Cortez stays cool in the heat.



Tre and his mother celebrate his graduation.



Emma and her baby sister Rylee Jean.



Luke Compton is a big fan of summer.



Eli Michael checks out some monster waves in San Destin.



YNG grand opening in Luling

St. Charles Parish Council members, Terrell D. Wilson, District I, and Councilwoman Mary K. Clulee, District II, celebrate the ribbon cutting ceremony of the grand opening of YNG Counseling & Consulting.

Wilson said St. Charles Parish is excited to welcome this new business contributing to Paul Maillard Corridor Revitalization efforts.

The ceremony was held May 30.

Located at 1350 Paul Maillard Road, YNG will provide mental health services to children, adolescents, adults and families in a safe, nurturing environment.

Heartfelt testimonies were shared during the ceremony by members of the community speaking of the positive impact YNG owner Yvonne Byrd Gaspard has had for the members of her community.

YNG is an addition to the efforts to the revitalization of Paul Maillard Road.

Work on the location began in December with a groundbreaking ceremony. Gaspard used local contractors on the project.

Wilson and Councilwoman Julia Fisher-Perrier, who both served on the Revitalization Committee under then Parish President VJ. St. Pierre's administration, participated in developing a plan to revitalize the Paul Maillard corridor, also known as LA 52 from Highway 18 to the railroad track just past Tinney Street.

LEUKEMIA? MYELOMA? LYMPHOMA?

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MESOTHELIOMA

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Construction/Demolition • Other Occupations

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Charles C. Wilson and Tregg Wilson, Attorneys-at-Law
Wilson & Wilson, LLC, 8116 One Calais Avenue, Suite 1-D
Baton Rouge, LA 70809 - 225-663-1900 - www.AMLBenzene.net

L. Eric Williams, Attorney, Williams Law Office, LLC
3343 Metairie Road, Suite 6, Metairie, LA 70001 -504-832-9898

Hurricane season discussed

Parish officials and partnering agencies met for the 2019 hurricane tabletop discussion on May 30 at the EOC. The annual event included a simulation of what officials would do in the event of a hurricane or disaster.

Classified Ad Deadline is 10:00 am Monday · CALL: 985-758-2795 · Monday - Thursday 9:00 am - 5:00 pm, Friday 9:00 am - 3:00 pm

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Prayers

**THANKSGIVING
NOVENA
TO ST. JUDE**

O Holy St. Jude, Apostle and Martyr, great in virtue and rich in miracles, near kinsman of Jesus Christ, faithful intercessor of all who invoke your special patronage in time of need, to you I have recourse from the depth of my heart and humbly beg to whom God has given such great power to come to my assistance. Help me in my present and urgent petition, In return I promise to make your name known and cause you to be invoked. St. Jude pray for us and all who invoke your aid. Amen. Say three Our Fathers, three Hail Marys and Glorias. Publication must be promised. This Novena has never been known to fail.

I have had my request granted
Publication promised.

T.C.B.

**THE
MIRACULOUS
PRAYER**

Dear Heart of Jesus, in the past I have asked for many favors. This time I ask you this very special one (mention favor). Take it dear Jesus and place it within your own broken heart where your Father sees it. Then in your merciful eyes, it will become your favor, not mine. Amen. Say this prayer for three days. Promise publication and favor will be granted. Never known to fail.

G.M.R.

Merchandise

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Prayers

**THE
MIRACULOUS
PRAYER**

Dear Heart of Jesus, in the past I have asked for many favors. This time I ask you this very special one (mention favor). Take it dear Jesus and place it within your own broken heart where your Father sees it. Then in your merciful eyes, it will become your favor, not mine. Amen. Say this prayer for three days. Promise publication and favor will be granted. Never known to fail.

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ST. CHARLES PARISH PUBLIC NOTICES



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



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

ONLINE AUCTION

START: JUNE 26, 2019

END: JULY 10, 2019

ST. CHARLES PARISH PROCUREMENT OFFICE WILL HOST AN ONLINE AUCTION TO SELL MISCELLANEOUS SURPLUS.

FOLLOW THE LINK BELOW TO THE ONLINE SITE TO REVIEW THE LISTED ITEMS AND PLACE YOUR BIDS: <http://www.publicsurplus.com/sms/stcharlesgov/la/browse/home>

ALL TERMS AND CONDITIONS WILL BE LISTED ON THE SITE.

ST. CHARLES PARISH PROCUREMENT OFFICE

P. O. BOX 302

HAHNVILLE, LA 70057

AUCTION ADVERTISED:

ST. CHARLES HERALD GUIDE

JUNE 6, 2019

JUNE 13, 2019

Public Notice

ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, JUNE 17, 2019, 6:00 P.M.,
COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:

2019-0169 (6/3/19, Cochran, J. Osborne)

An ordinance providing for the issuance and sale of not exceeding Five Hundred Seventy-Five Thousand Dollars (\$575,000) of Sales Tax Revenue Refunding Bonds, Series 2019 (the "Bonds"), of the Parish of St. Charles, State of Louisiana; providing for the sale and issuance of the Bonds, awarding said Bonds to the purchaser thereof, fixing certain details of the Bonds, and providing for other matters in connection therewith.

2019-0174 (6/3/19, Cochran, C. Fauchaux)

An ordinance to approve and authorize the execution of a Construction Contract with Pontchartrain Partners, LLC for Project No. P080905-6B, grant reference Project No. BA-0216, Magnolia Ridge Levee Project, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$2,399,905.00.

2019-0175 (6/3/19, Hogan)

An ordinance to amend the Code of Ordinances Chapter 15, Motor Vehicles and Traffic, Section 15-5.1. Engine brake (unmuffled compression brake) (a) to add (4) a "No Unmuffled Compression Brake" area on a stretch of Highway 90 in Boutte near I-310.

2019-0176 (6/3/19, Cochran, C. Fauchaux)

An ordinance to approve and authorize the execution of a professional service agreement with Stuart Consulting Group, Inc. for providing all necessary professional engineering services for a preliminary study for the Ormond Center project, (Parish Project Number P190505).

PUBLISH: June 6, 13, 2019

Public Notice

ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

The St. Charles Parish, Zoning Board of Adjustment will meet on June 20, 2019 at 7:00 p.m. at the St. Charles Parish Courthouse, Council Chamber to hear
2019-14-ZBA requested by **Ellis Sevin, III** to reduce the required base flood elevation from AE +5 ft. to AE +1.62 ft. for the construction of a single family residence at **16169 Hwy. 631, Des Allemands**, Zoning District OL. Council District 4.
2019-15-ZBA requested by **Kenneth Dempster** to reduce the required base flood elevation from AE+6 ft. to 24 inches above the centerline of the street for the construction of a single family residence at **125 Beau Place Blvd., Des Allemands**, Zoning District R-1A. Council District 4.
2019-16-ZBA requested by **Marie Lemoine & Richard Reidenauer** to reduce the required base flood elevation from AE +6 ft. to 24 inches above the centerline of the street for the construction of a single family residence at **123 Beau Place Blvd., Des Allemands**, Zoning District R-1A. Council District 4
2019-17-ZBA requested by **Kerry Frickey** to reduce the required base flood elevation from AE+6 ft. to AE -1.55 ft. for the construction of single family residence at **105 Bayou Estates Dr., Des Allemands**, Zoning District R-1A. Council District 4.
2019-18-ZBA requested by **Raymond Guedry** to reduce the required rear yard setback from 20 ft. to 12 ft. for the construction of an attached carport at **113 Lakewood Dr., Unit 1, Luling**, Zoning District R-3. Council District 7.
2019-19-ZBA requested by **Troy Barrios** to reduce the required base flood elevation from AE +6 to AE +4 for the construction of a single family residence at **129A Asphodel Dr., Luling**, Zoning District R-1A. Council District 2
2019-20-ZBA requested by **Gregory & Phyllis Williams** to reduce the required side yard setback from 5 ft. to 2.5 ft. for the construction of an attached carport at **371 Trailsway Dr., Hahnville**, Zoning District R-1A. Council District 1.
ALTERNATE DATE: June 27, 2019
PUBLISH: 6/6, 6/13, 6/20

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of West Bank A Plant Filter Upgrade under Project No. WWKS97 as follows:

Owner: St. Charles Parish

Project Title: West Bank A Plant Filter Upgrade

Project No.: WWKS97

Principal Work Location: West Bank A Filter Plant

Description of Basic Work: The work consists of installing new filter underdrain systems, filter media and replacing leaded joints and existing piping.

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 July 18, 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, Design Engineering, Inc. located at 3330 W. Esplanade Avenue, Suite 205 Metairie, Louisiana 70002.

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

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on June 27, 2019 at 10:00 a.m. the St. Charles Parish Department of WaterWorks, 403 Milling Ave. Luling, La 70070. Attendance of the Pre-Bid Conference is **Non-mandatory**.

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

Thursday, May 30, 2019
Thursday, June 06, 2019
Thursday, June 13, 2019
Thursday, June 20, 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:

Scott's Grocery : 158 Killona Dr., Killona, La 70057

Member: Brandon Isaac, Member

PUBLISH: June 6 & 13, 2019

Public Notice

The United Way of St. Charles is applying to the St. Charles Parish Sheriff's Office for a permit to conduct the 2019 Battle for the Paddle at the Judge Edward Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, LA 70070 on Thursday, October 3,2019 in the Parish of St. Charles.

Alcohol will be served at this event.

The times of the festival are:

Thursday, October 3, 2019 6 a.m.- 7:30 p.m.

Publish on: June 13 & 20, 2019

Public Notice

"Anyone with information as to the whereabouts of Victoria Haik Young and/or her heirs, successors or assigns, please contact Juanita R. Marino, Attorney 985-764-1193"

Publish: June 13 & 20, 2019

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the 1ST Annual "Stop the Violence" St. Charles Parish Music, Art & Food Festival influenced by P.M.P. on June 29th, 2019 at 301 Bethune St., Norco, Louisiana in the Parish of St. Charles.

Alcohol will be served at this event.

The times of the festival are:

Saturday, June 29th 2pm – 7pm

Publish on June 13 & 20, 2019

Legal notice

deadline is every

Friday at 3pm for

the following week

legals@heraldguide.com

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Killona Community Center Addition; Project # GBKA0219 as follows:

Owner: St. Charles Parish

Project Title: Killona Community Center Addition

Project No.: GBKA0219

Principal Work Location: 201 Highway 3141, Killona, LA 70057

Description of Basic Work: 1,600 square foot addition to existing community center

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 2:00 p.m. local time on July 11, 2019**. Promptly thereafter, the bids will be publicly opened and read aloud in the St. Charles Parish 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: Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit by visiting the public projects area at www.cityblueprint.com. Printed copies are not available from the Designer, but arrangements can be made to obtain them through City Blueprint & Supply or most other reprographic firms. Please note that Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to:

City Blueprint & Supply Co.
1904 Poydras Street
New Orleans, LA 70112
Phone: 504-522-0387
Email: planroom@cityblueprint.com

All other questions regarding the scope of work of the project should be directed to the Project Architect in writing via email only: tabb@muravarchitects.net.

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 **July 2, 2019 at 10:00 a.m.** the Killona Community Center, **201 Highway 3141, Killona, LA 70057**. Attendance of the Pre-Bid Conference is **Non-Mandatory**.

Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond. If the bid is submitted electronically and a certified or cashier's check is used for bid bond, then the actual check shall be delivered to the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 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, June 13, 2019
Thursday, June 20, 2019
Thursday, June 27, 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 ninety six cents (\$43.96) per cubic yard will be assessed. An administration fee of \$36.63 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CIP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve-month period ending each November. The change shall become effective beginning with the period ending November 30, 2000. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees.

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

August and Bros. Cristina (Labranche St. Rose)
12298 River Road (Lot C3801)
Nature of violation: Grass cutting & removal of debris

Andre & Leslie Cambre (Ormond Country Club Est.)
23 D Brandon Hall Dr. (Lot 37 A-1, Sq. 2)
Nature of violation: Grass cutting & removal of debris

Samuel Vinnett (Oakland Estates)
146 E. Oakland Dr. (Lot 44, Sq. 1)
Nature of violation: Grass cutting & removal of debris

Yvonne Fritscher (Ormond Country Club Est.)
210 Dunleith Dr. (Lot 495-496, Sq. 13)
Nature of violation: Grass cutting & removal of debris

Abel Guidry (Fairfield Plantation Oaks)
133 Peter Lane (Lot 20A, Sq. 4A)
Nature of violation: Grass cutting & removal of debris

Lena Matherne c/o Melinda Price (Oak Ridge Park)
1122 Kinler St. (Lots 62,59,60,61)
Nature of violation: Grass cutting & removal of debris

PUBLISH: June 13, 2019

Sheriff's Sale

SHERIFF'S SALE
STATE OF LOUISIANA
PARISH OF ST. CHARLES
SUIT NO. 84,034-C
PACIFIC UNION FINANCIAL,
LLC
VS

FREDA J. ALEXANDER

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: January 08, 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, July 17, 2019, at 10:00 a.m., to the last and highest bidder for cash, the following described property, to wit: A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in Square No. 2 of Mule Subdivision No. Two-Section One, designated as Lot 6 of Square 2 of said subdivision as shown by the survey prepared by E.M. Collier, Surveyor, dated September, 1950, entitled "East half of Lot "A" of Good Hope Plantation in Norco, St. Charles Parish, Louisiana", a copy thereof being filed for reference in the Clerk's office of the Parish of St. Charles, Louisiana.

Said Lot 6 of Square No. 2 measures thence 70 feet front on Mary Street by a depth between equal and parallel lines of 84.4 feet; 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 SIX THOUSAND ONE HUNDRED FOURTEEN AND 73/100 (\$106,114.73) 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: JUNE 13, 2019
JULY 11, 2019
ATTORNEY FOR PLAINTIFF:
Logan Massey
1505 North 19th St.
P.O. Box 2867
Monroe, LA 71207

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

HERALD-GUIDE

Public Notice

Request for Scenic River Permit on Bayou DesAllemands

The Secretary of the Louisiana Department of Wildlife and Fisheries (LDWF) as Administrator of the Louisiana Natural and Scenic Rivers System is currently considering the application of **Timothy Dufrene** for a permit to **build a deck and wharf on Bayou DesAllemands**. The decision to grant or deny this permit in the public interest will be based on an evaluation of the probable impacts of the proposed activity on **Bayou DesAllemands**.

Copies of the application can be reviewed by the public at the LDWF main office, Room 432, 2000 Quail Drive, Baton Rouge, LA and at the District Office nearest the proposed activity. The application can also be viewed on the LDWF website at www.wlf.louisiana.gov/scenic-rivers. The public is invited to comment on this permit request for a period of forty-five (45) days. Responses should convey sound reasoning for or against the proposal and be mailed to LDWF Scenic Rivers Program, P.O. Box 98000, Baton Rouge, LA 70898-9000.

Publish: June 13, 20 & 27, 2019

Public Notice

PUBLIC NOTICE

St. Charles Parish President, Larry Cochran, announces that St. Charles Parish Department of Community Services is applying to the United States Department of Agriculture, Rural and Economic Development for a Rural Housing Preservation Grant. These funds will be used within rural St. Charles Parish to repair and rehabilitate low and very low-income owner-occupied dwellings.

A Statement of Activities for this program is available for review from June 13, 2019 through July 1, 2019, online at <http://stcharlesparish-la.gov/> and at the following location:

St. Charles Parish
Department of Community Services
14564 River Road
P. O. Box 169
New Sarpy, LA 70078
Monday through Friday, 8:30am to 4:00pm

Interested persons are advised that they may submit their comments in writing to express their views relative to the proposed project on the possible social, economic and environmental effects involved.

Submission of written comments must be postmarked to the post office address listed above or hand delivered to Ms. Joan Diaz, Director of Community Services, at the physical address listed above on or before July 1, 2019.



Publish: June 13, 2019

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF MAY 20, 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

Final

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

Monday, May 20, 2019 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present 8 - Wendy Benedetto, Paul J. Hogan, Terrell D. Wilson, Mary K. Clules, John R. "Dick" Gibbs, William Woodruff, Marilyn B. Bellock, and Julia Fisher-Perrier
Absent 1 - Traci A. Fletcher

Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Chief Administrative Officer Billy Raymond, Executive Director Damin Duhe, Executive Director Dwayne LaGrange, Financial Director Grant Duseom, Public Works/Wastewater Director Clayton Fauchoux, Planning & Zoning Director Michael Albert, Waterworks Director Robbie Brou, Parks and Recreation Director Duane Foret, Dawn Higdon, Legal Assistant, Heather Keller, Public Information Officer

CALL TO ORDER

Meeting called to order at 6:01 pm.

PRAYER / PLEDGE

Reverend Marilyn Diggs
Mt. Zion Baptist Church, Boutte

APPROVAL OF MINUTES

A motion was made by Councilmember Wilson, seconded by Councilmember Bellock, to approve the minutes from the regular meeting of May 6, 2019. The motion carried by the following vote:

Yea: 8 - Benedetto, Hogan, Wilson, Clules, Gibbs, Woodruff, Bellock and Fisher-Perrier

Nay: 0

Absent: 1 - Fletcher

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2019-0157

In Recognition: Mr. Roland Darte, Police Jury Association

Sponsors: Ms. Fisher-Perrier

Chairman Fisher-Perrier deferred File No. 2019-0157 until later in the meeting.

Deferred

2019-0153

Proclamation: "Gospel Musical Festival Weekend"

Sponsors: Mr. Woodruff

Read

2019-0154

Proclamation: "Alzheimer's and Brain Awareness Month"

Sponsors: Mr. Cochran

Read

2019-0157

In Recognition: Mr. Roland Darte, Police Jury Association

Sponsors: Ms. Fisher-Perrier

Police Jury Association Executive Director Guy Cormier accepted the In Recognition and spoke on behalf of Mr. Roland Darte.

Read

Executive Director Guy Cormier asked Chairman Fisher-Perrier if he could give a quick update about what is happening in Legislative Session; Chairman Fisher-Perrier granted permission. Mr. Cormier spoke on the matter. Public Works/Wastewater Director Clayton Fauchoux spoke on the matter. Parish President Larry Cochran spoke on the matter.

PLACE YOUR CLASSIFIED AD
FOR LESS THAN YOU THINK

<u>2019-0148</u>	A resolution giving preliminary approval to the issuance of not to exceed Five Hundred Seventy-Five Thousand Dollars (\$975,000) of Sales Tax Revenue Refunding Bonds of the Parish of St. Charles, State of Louisiana, in one or more series; making application to the State Bond Commission for approval of said Bonds; and providing for other matters in connection therewith. Sponsors: Mr. Cochran and Bond Counsel Reported: Parish President Recommended: Approval Bond Counsel Recommended: Approval Mr. Jerry Osborne, representing Foley & Judell, L.L.P., spoke on the matter. Public comment opened, no public comment Council Discussion Mr. Osborne spoke on the matter. VOTE ON THE PROPOSED RESOLUTION Yea: 8 - Benedetto, Hogan, Wilson, Cluise, Gibbs, Woodruff, Bellock and Fisher-Perrier Nay: 0 Absent: 1 - Fletcher Enactment No: 6409
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REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

<u>2019-0160</u>	Public Service Commission Public Service Commissioner Eric Sirmetta Chairman Fisher-Perrier spoke on the matter. Mr. Sirmetta spoke on the matter. Councilwoman Cluise spoke on the matter. Reported
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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, JUNE 3, 2019, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

<u>2019-0151</u>	An ordinance to approve and authorize the execution of a professional service agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a drainage maintenance project for Ormond Lakes Dredging (Watershed) Project No. P180806. Sponsors: Mr. Cochran and Department of Public Works Publish/Scheduled for Public Hearing to the Parish Council on June 3, 2019
<u>2019-0152</u>	An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a project that replaces an existing 30-inch pump with a 48-inch pump at the Schexnaydra Pump Station (P.S.). (Parish Project Number <u>P180502</u>). Sponsors: Mr. Cochran and Department of Public Works Publish/Scheduled for Public Hearing to the Parish Council on June 3, 2019
<u>2019-0163</u>	An ordinance approving and authorizing the execution of Change Order No. 1 for the Ellington Drainage Pump Station Project No. P080905-5D, grant reference Project No. H.013148, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$36,252.00 and increase the contract time by fifty nine (59) days. Sponsors: Mr. Cochran and Department of Public Works Publish/Scheduled for Public Hearing to the Parish Council on June 3, 2019
<u>2019-0164</u>	An ordinance approving and authorizing the execution of a Professional Services Agreement for Parish Project No P080802 Montz Master Drainage Plan Implementation with GCR Inc. to provide professional services regarding the acquisitions of servitude, fee simple parcels, and permitting. Sponsors: Mr. Cochran and Department of Public Works Publish/Scheduled for Public Hearing to the Parish Council on June 3, 2019
<u>2019-0165</u>	An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Chapter 1 General Provisions, Section 1-2, Rules of construction and definitions by adding the following after the 3rd section paragraph: "Upon ordinances being constructed and made part of this Code, the manifest intent of the parish council expressed by the ordinance shall be liberally construed in order that the true intent and meaning of the parish council shall be fully carried out in all cases by the Administration through its interpretation and application of the Code of Ordinances. In cases where the parish council takes actions which are contradictory to the Code of Ordinances, the Parish President has the duty and obligation to not approve and not enforce such actions". Sponsors: Mr. Hogan Publish/Scheduled for Public Hearing to the Parish Council on June 3, 2019

PLANNING AND ZONING PETITIONS

<u>2019-0144</u>	An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L and C-3 to M-1 on portions of Lots 1, 2, 3, and 4, John Lambert Tract as requested by Renton Properties, LLC. Sponsors: Mr. Cochran and Department of Planning & Zoning Reported: P & Z Department Recommended: Approval Planning Commission Recommended: Approval Speakers: Mr. Joey Murray, Murray Architects, representing Renton Properties, LLC Public Hearing Requirements Satisfied Council Discussion Councilwoman Bellock asked if Mr. Edward Renton with Renton Properties, LLC to answer questions. Mr. Renton spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 8 - Benedetto, Hogan, Wilson, Cluise, Gibbs, Woodruff, Bellock and Fisher-Perrier Nay: 0 Absent: 1 - Fletcher Enactment No: 19-5-1
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ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

<u>2019-0140</u>	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 building at the Public Works Department's West Bank Yard in Hahnville. (Parish Project Number P190401). Sponsors: Mr. Cochran and Department of Public Works Reported: Public Works Department Recommended: Approval Speakers: Mr. Richard Mouton, Destrehan Public Works/Wastewater Director Clayton Fauchaux spoke on the matter. Mr. Mouton spoke on the matter. Public Hearing Requirements Satisfied Council Discussion Mr. Fauchaux spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 7 - Benedetto, Wilson, Cluise, Gibbs, Woodruff, Bellock and Fisher-Perrier Nay: 1 - Hogan Absent: 1 - Fletcher Enactment No: 19-5-2
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<u>2019-0141</u>	An ordinance to approve and authorize the execution of a twelve (12) month Lease Contract Renewal between Satellite Shelters (LESSOR) and St. Charles Parish Public Works (LESSEE) for Contract number RO319076. The lease of a fifty foot (50') by fifty-six foot (56') modular building used as the office at the West Bank Public Works Yard, 166 Scorpio Ln, Hahnville, LA 70057. Public Works is seeking to have a permanent structure constructed that would allow for our staff to safely stay during storm events, and this renewal is necessary in the interim. Sponsors: Mr. Cochran and Department of Public Works Reported: Public Works Department Recommended: Approval Public Hearing Requirements Satisfied VOTE ON THE PROPOSED ORDINANCE Yea: 8 - Benedetto, Hogan, Wilson, Cluise, Gibbs, Woodruff, Bellock and Fisher-Perrier Nay: 0 Absent: 1 - Fletcher Enactment No: 19-5-3
<u>2019-0142</u>	An ordinance to approve and authorize the execution of a contract with Ashley Savarino Unlimited Construction LLC for the Water Tower Demolition (Project No. WWKS 95) in the amount of \$167,500.00. Sponsors: Mr. Cochran and Department of Waterworks Reported: Waterworks Department Recommended: Approval Public Hearing Requirements Satisfied VOTE ON THE PROPOSED ORDINANCE Yea: 8 - Benedetto, Hogan, Wilson, Cluise, Gibbs, Woodruff, Bellock and Fisher-Perrier Nay: 0 Absent: 1 - Fletcher Enactment No: 19-5-4
<u>2019-0143</u>	An ordinance to approve and authorize the execution of a contract for Engineering Services between Shread-Kuyrkandall & Associates, Inc. and St. Charles Parish for necessary professional engineering services associated with the East Bank Transmission Line Repair/Replacement (WWKS 101). Sponsors: Mr. Cochran and Department of Waterworks Reported: Waterworks Department Recommended: Approval Speakers: Mr. Richard Mouton, Destrehan Public Hearing Requirements Satisfied VOTE ON THE PROPOSED ORDINANCE Yea: 8 - Benedetto, Hogan, Wilson, Cluise, Gibbs, Woodruff, Bellock and Fisher-Perrier Nay: 0 Absent: 1 - Fletcher Enactment No: 19-5-5

PERSONS TO ADDRESS THE COUNCIL

<u>2019-0158</u>	Ms. Myrza Saad: Water encroachment on property located at 10 Houmas Place, Destrehan Councilman Hogan asked Planning & Zoning Director Michael Albert if he could meet with Ms. Saad. Mr. Albert stepped out of the chambers to speak with Ms. Saad. Heard
<u>2019-0159</u>	Ms. Debra Suffrin or Ms. Tyrell Cornwell: Overview of recent accomplishment of the St. Charles Women Club Ms. Debra Suffrin, President of the St. Charles Women's Club introduced Ms. Tyrell Cornwell, Incoming President. Councilwoman Bellock spoke on the matter. Ms. Suffrin spoke on the matter. Heard

RESOLUTIONS

<u>2019-0146</u>	A resolution endorsing a waiver from the Subdivision Regulations of 1981, Section III. Geometric Standards B. Blocks 3. Arrangement, requiring lots to possess frontage on a street as requested by Yen Hamilton. Sponsors: Mr. Cochran and Department of Planning & Zoning Reported: P & Z Department Recommended: Approval w/Stipulation Approval with a waiver from the requirement for lots to be arranged with public street frontage. Planning Commission Recommended: Approval w/Stipulation Approval with a waiver from the requirement for lots to be arranged with public street frontage. Public comment opened, no public comment Council Discussion VOTE ON THE PROPOSED RESOLUTION Yea: 8 - Benedetto, Hogan, Wilson, Cluise, Gibbs, Woodruff, Bellock and Fisher-Perrier Nay: 0 Absent: 1 - Fletcher Enactment No: 6410
<u>2019-0147</u>	A resolution providing mandatory support for the Planning and Zoning Commission's approval for an accessory dwelling unit in an R-1A zoning district on North ½ Lot 2, Lot 3, and South ½ of Lot 4, Ormond Oaks Subdivision, municipal address 202 Ormond Oaks Drive, Destrehan as requested by Jeffrey Vitrano. Sponsors: Mr. Cochran and Department of Planning & Zoning Reported: P & Z Department Recommended: Approval w/Stipulation Approval contingent on the approval of an administrative resubdivision, combining the three existing lots into one lot of record. Planning Commission Recommended: Approval w/Stipulation Approval contingent on the approval of an administrative resubdivision, combining the three existing lots into one lot of record. Public comment opened Mr. Jeffrey Vitrano, Destrehan VOTE ON THE PROPOSED RESOLUTION Yea: 7 - Benedetto, Hogan, Cluise, Gibbs, Woodruff, Bellock and Fisher-Perrier Nay: 0 Absent: 2 - Wilson and Fletcher Enactment No: 6411
<u>2019-0149</u>	A resolution providing mandatory support for the Planning and Zoning Commission's approval for an accessory dwelling unit in an R-1A zoning district, with a waiver to Section VIII. Site Design Requirements, A.2, requiring permanent dust-free paving for off-street parking on Lot 15A, Square B, Murray Hill Subdivision, municipal address 224 Murray Hill Drive, Destrehan as requested by Sheldon and Sheri Simoneaux. Sponsors: Mr. Cochran and Department of Planning & Zoning Reported: P & Z Department Recommended: Approval w/Stipulation Approval with a waiver from the required dust-free, permanent driveway surface contingent upon a revised floor plan that shows no more than one possible bedroom Planning Commission Recommended: Approval w/Stipulation Approval with a waiver from the required dust-free, permanent driveway surface contingent upon a revised floor plan that shows no more than one possible bedroom Public comment opened Mr. Sheldon Simoneaux, Destrehan Council Discussion Planning & Zoning Director Michael Albert spoke on the matter. Mr. Simoneaux spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Benedetto, Hogan, Wilson, Clulue, Gibbs, Woodruff, Bellock and Fisher-Perrier

Nay: 0

Absent: 1 - Fletcher

Enactment No. 6412

2019-0150

A resolution providing supporting authorization to endorse a waiver from the requirements of the Subdivision Regulations of 1981 to allow 17-feet of street paving (Section IV, Design Standards A, Streets 1, Pavement Width, b. Collector and Local Streets), as requested by Pecan Bayou Real Estate, LLC.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval w/Stipulation Approval contingent upon approval of a waiver from the required 22 ft. wide street surface

Planning Commission Recommended: Approval w/Stipulation Approval contingent upon approval of a waiver from the required 22 ft. wide street surface

Public comment opened

Mr. Marco Juarez, Civil Engineer with Civil & Environmental Engineers

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Benedetto, Hogan, Wilson, Clulue, Gibbs, Woodruff, Bellock and Fisher-Perrier

Nay: 0

Absent: 1 - Fletcher

Enactment No. 6413

2019-0155

A resolution expressing support of House Bill 335 of the 2019 Louisiana Legislative Session which provides for food service establishments serving imported crawfish or shrimp to inform patrons of the country of origin of said seafood; and otherwise to provide with respect thereto.

Sponsors: Mr. Hogan

Reported:

Councilman Hogan Recommended: Approval

Public comment opened; no public comment

Council Discussion

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

Yea: 2 - Hogan and Woodruff

Nay: 6 - Benedetto, Wilson, Clulue, Gibbs, Bellock and Fisher-Perrier

Absent: 1 - Fletcher

Failed

Councilwoman Benedetto departed the meeting.

APPOINTMENTS

2019-0129

A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District V Representative.

Nominee:

Councilwoman Bellock nominated Mr. Michael J. Dunn

Nomination(s) Accepted

A motion was made by Councilmember Woodruff, seconded by Councilmember Clulue, to Close Nomination(s) for File No. 2019-0129. The motion carried by the following vote:

Yea: 7 - Hogan, Wilson, Clulue, Gibbs, Woodruff, Bellock and Fisher-Perrier

Nay: 0

Absent: 2 - Benedetto and Fletcher

Nomination(s) Closed

After the Meetings and Announcements were read, Chairman Fisher-Perrier deferred to Councilwoman Bellock who announced a Voters Registration Drive scheduled for May 28, 2019 at the St. Rose Community Center and June 1, 2019 at the St. Rose Library for all St. Charles Parish residents

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2019-0156

Official Journal Appointment - Authorize Advertisement for Acceptance of Proposals

Authorize the Advertisement for Acceptance of Proposals; carried by the following vote:

Yea: 7 - Hogan, Wilson, Clulue, Gibbs, Woodruff, Bellock and Fisher-Perrier

Nay: 0

Absent: 2 - Benedetto and Fletcher

Authorized

2019-0161

Calendar of Official Action for the 2020 Budget: Set Public Hearing Dates - Grant Dussom

Sponsors: Mr. Cochran and Department of Finance

Reported:

Finance Department Recommended: Approval

Public Hearings scheduled for Tuesday, October 29, 2019 at 9 am, Wednesday, October 30, 2019 at 6 pm, and Monday, November 4, 2019, at 6 pm

Accepted the Calendar of Official Action for the 2020 Budget; carried by the following vote:

Yea: 7 - Hogan, Wilson, Clulue, Gibbs, Woodruff, Bellock and Fisher-Perrier

Nay: 0

Absent: 2 - Benedetto and Fletcher

Accepted

2019-0072

Misuse of Public Equipment on Private Property on July 1, 2018 in Paradis, Louisiana, was referred by the Legal Department to the District Attorney, who has since advised in a meeting held on May 8, 2019, his position remains that after careful review, he finds no criminal intent, would decline to prosecute and refuse any charges brought against the individuals involved, and it was his understanding this matter was referred to St. Charles Parish officials, which he believes is the appropriate agency to deal with this particular matter and its policies and procedure for employees going forward.

Sponsors: Mr. Hogan

Read

2019-0145

Misuse of Public Equipment on Private Property in early 2018, when the Parish performed clearing and ditch work that was to be done by the developer of River Road Estates Subdivision shown on the construction plans, done by the Parish under the false pretense that it had a historical servitude in the work area, which documents obtained through normal channels and through public records request confirmed that the Parish has no historical servitude and that the first time the Parish ever performed work in this area was when it performed the illegal work in 2018, which is supported by a conversation had with two of the family members whose family owned the property from 1935 until sold for subdivision development in 2004, who stated that they have no knowledge of the Parish ever having worked on their property.

Sponsors: Mr. Hogan

Read

ADJOURNMENT

A motion was made by Councilmember Gibbs, seconded by Councilmember Clulue, to adjourn the meeting at approximately 7:28 pm. The motion carried by the following vote:

Yea: 6 - Wilson, Clulue, Gibbs, Woodruff, Bellock and Fisher-Perrier

Nay: 1 - Hogan

Absent: 2 - Benedetto and Fletcher

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Council Secretary

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, JUNE 3, 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.

2019-0151

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

ORDINANCE NO. 19-6-1

An ordinance to approve and authorize the execution of a professional service agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a drainage maintenance project for Ormond Lakes Dredging (Watershed) Project No. P180806.

WHEREAS, the Ormond Lakes Watershed includes 20 ponds that provide a public drainage use for the Parish; and,

WHEREAS, the ponds have deteriorated due to silt accumulation over time; and,

WHEREAS, the Parish has entered into a separate maintenance agreement with a contractor to dredge the ponds; and,

WHEREAS, the attached agreement between Evans-Graves Engineers, Inc. describes the proposed engineering services to assist in the completion of the drainage maintenance project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between Evans-Graves Engineers and St. Charles Parish for services as required by the Department Of Public Works for a drainage maintenance project for Ormond Lakes Dredging (Watershed) Project No. P180806 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Professional Services 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 3rd day of June, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY:

CLYO/PARISH PRESIDENT: June 4, 2019

APPROVED: DISAPPROVED:

PARISH PRESIDENT:

RETD/SECRETARY:

AT: 8:35 am RECD BY:

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 6th day of June, 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 Evans-Graves Engineers, Inc., a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Ormond Lakes Dredging (Watershed) project as described in Ordinance No. 19-6-1, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner is dredging up to 20 ponds as part of a drainage maintenance project within the Ormond Lakes Watershed. The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The Engineer will provide the services in Engineer's proposal dated May 1, 2019 (Proposal), which is attached hereto and made a part hereof.

The Engineer may proceed upon receipt of this Agreement after it has been fully executed. The Owner may terminate the Agreement by written notification and without cause per Section 7.0.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

- 2.1 Engineer shall provide for Owner professional engineering 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 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 and structural engineering.
- 2.2 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.
- 2.3 Engineer shall provide minutes of all meetings with St. Charles Parish.

3.0 SERVICES OF THE OWNER

- 3.1 Provide full information as to the requirements of the Agreement.
- 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 fee is \$88,900.
- 4.2 If the Agreement 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 Agreement 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 5.1.2.10 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 5.1.2.10 inclusive.
- 5.1.1 Additional Engineering. Provide Additional Design Services, and Bidding Assistance, 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 Agreement shall be amended to include that work in accordance with Section 4.0 of this Agreement.
- 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 Agreement.
- 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 Agreement 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

Provide renderings or models for Owner's use.

5.1.2.6

Prepare documents in addition to those furnished under basic services.

5.1.2.7

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

5.1.2.8

Assist 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.

5.1.2.10

Provide topographic surveying and/or permitting services.
- 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 Agreement and shall be delivered to the Owner prior to termination or final completion of the Agreement.
- 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 Agreement, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Agreement 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 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 Agreement.
- 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 Agreement 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 Agreement.
- 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 Agreement, 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 Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement 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 Agreement, 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 Agreement, 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 Agreement 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 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 Agreement.

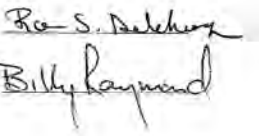
14.0 EXCLUSIVE JURISDICTION AND VENUE

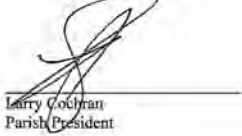
14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and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

WITNESSES:

EVANS-GRAVES ENGINEERS, INC.





Ashlyn Graves

PROFESSIONAL SERVICES

for

ST. CHARLES EAST BANK MASTER DRAINAGE PLAN

PROPOSED IMPROVEMENTS TO

THE CYPRESS LAKES COUNTRY CLUB

RAINWATER DETENTION PONDS

St. Charles Parish, Louisiana

April 30, 2019

The following Professional Services are proposed by Evans-Graves Engineers, Inc. (E-G) to St. Charles Parish for Proposed Improvements to the Cypress Lakes Country Club Rainwater Detention Ponds. The primary objective is to deepen the ponds to recommended design depths.

The included area is entirely inside the bounds of the Cypress Lakes Country Club property in Ormond. Rights of Entry have been provided to us and the Dredging Contractor.

Each pond will be considered a separate Task Item. The ponds will use the naming system developed in the 2003 Lambert Engineers report, with ponds numbered Lake No. 01 through Lake No. 20. The work required on each task will be similar in nature and description, with the geometry of each design determined by that pond's footprint, so as to not encroach on the associated golf course.

Surveys of the existing ponds have been provided to us. These surveys, coupled with the Parish LIDAR surveys, will be used to optimize the improved shape and depth design of each pond. These improved designs will be provided to the Parish and Dredging Contractor for review, and then as Maintenance Documents, for each pond in the sequence the Dredging Contractor and the Parish determine. E-G will include in this Proposal Supplementary Services for on-site E-G personnel for Inspection and Services during Maintenance, on an as-needed basis.

TASK No. 1: MEETINGS AND FIELD VISITS WITH PARISH, SURVEYOR, AND CONTRACTOR

This task includes meetings for coordination and development of scope.

NOT TO EXCEED CHARGE: \$3,200.00

TASK No. 2: COORDINATION AND DEVELOPMENT OF EXISTING CONDITIONS BATHYMETRIC SURVEY

This task includes coordinating and directing the Surveyor on the Existing Conditions Bathymetric Survey being provided by the Parish.

NOT TO EXCEED CHARGE: \$4,000.00

TASK Nos. 3 through 22: DESIGN OPTIMIZED IMPROVEMENTS TO THE CYPRESS LAKES DETENTION POND NUMBER ASSOCIATED WITH THAT TASK NUMBER

These tasks will each be based on the Bathymetric Survey provided by the Parish and the Parish LIDAR survey.

These tasks will each include professional services for determining the new lake bottom geometry for the affected lake. This work will include:

- determining final lake bank footprint design
- determining appropriate embankment slope
- determining maximum depth
- determining operational minimum, normal, and maximum operational lake levels
- defining Design Storm maximum inundation elevation
- determining locations of required bulkheads in restricted spaces (bulkhead and other structural design to be done under separate contract)

This information will be provided to the Parish as georeferenced maintenance sketches and point data files adequate to direct the Dredging Contractor to dredge and remove existing material from the affected lake. The sketches will also identify lake bottom embankment which is currently over-excavated. (Fill work will be done under separate contract).

The Not to Exceed amount of any individual task may be amended if authorized in writing by the Parish.

NOT TO EXCEED CHARGE FOR EACH TASK ORDER

TASK 03: LAKE 01	\$2,800.00
TASK 04: LAKE 02	\$14,300.00
TASK 05: LAKE 03	\$1,700.00
TASK 06: LAKE 04	\$2,500.00
TASK 07: LAKE 05	\$11,900.00
TASK 08: LAKE 06	\$10,300.00
TASK 09: LAKE 07	\$2,000.00
TASK 10: LAKE 08	\$4,400.00
TASK 11: LAKE 09	\$5,800.00
TASK 12: LAKE 10	\$7,500.00
TASK 13: LAKE 11	\$4,000.00
TASK 14: LAKE 12	\$800.00
TASK 15: LAKE 13	\$1,500.00
TASK 16: LAKE 14	\$1,600.00
TASK 17: LAKE 15	\$1,300.00
TASK 18: LAKE 16	\$900.00
TASK 19: LAKE 17	\$2,200.00
TASK 20: LAKE 18	\$800.00
TASK 21: LAKE 19	\$1,100.00
TASK 22: LAKE 20	\$2,700.00

Task SS: SUPPLEMENTARY SERVICES

Task SS.A: Professional Services by Evans-Graves: – This task will include additional E-G professional services authorized by the Parish and associated with this project, but not included in Tasks 1 through 22. The work under this category will be billed on a time charge basis in accordance with the attached fee schedule. A description of these services will be provided with the invoice.

Task SS.B: Professional Services by Others: – This task will include additional professional services by outside professionals, authorized by the Parish and associated with this project, such as surveying and geotechnical investigation, and not included in Tasks 1 through 22. Parish invoices will consist of the invoice amount by the outside professional, with a ten percent management fee added by Evans-Graves.

TIME CHARGES AS NEEDED

DELIVERABLES

Design Drawings – Design Drawings will be provided for each Lake prior to dredging operations being started for that Lake. These Drawings will include a map of Existing and Proposed Contours, a Typical Cross Section, and an Engineer's Quantities Estimate, without costs.

GENERAL NOTES

- 1. Tasks do not include any agency filing, review, permit, or application fees.
- 2. Invoices will be submitted monthly to reflect current work effort on the project. Payment is due upon receipt of the invoice.
- 3. Time-charge tasks will be billed in accordance with the approved Evans-Graves rate schedule.

TASK SUMMARY

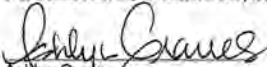
TASK No. 01: MEETINGS	\$2,400.00
TASK No. 02: EXISTING SURVEY	\$3,200.00
TASK No. 03: LAKE 01	\$2,800.00
TASK No. 04: LAKE 02	\$14,300.00
TASK No. 05: LAKE 03	\$1,700.00
TASK No. 06: LAKE 04	\$2,500.00
TASK No. 07: LAKE 05	\$11,900.00
TASK No. 08: LAKE 06	\$10,300.00
TASK No. 09: LAKE 07	\$2,000.00
TASK No. 10: LAKE 08	\$4,400.00
TASK No. 11: LAKE 09	\$5,800.00
TASK No. 12: LAKE 10	\$7,500.00
TASK No. 13: LAKE 11	\$4,000.00
TASK No. 14: LAKE 12	\$800.00
TASK No. 15: LAKE 13	\$1,500.00
TASK No. 16: LAKE 14	\$1,600.00
TASK No. 17: LAKE 15	\$1,300.00
TASK No. 18: LAKE 16	\$900.00
TASK No. 19: LAKE 17	\$2,200.00
TASK No. 20: LAKE 18	\$800.00
TASK No. 21: LAKE 19	\$1,100.00
TASK No. 22: LAKE 20	\$2,700.00
TASK No. 23: FINAL SURVEY	\$3,200.00
TOTAL PROJECT	\$88,900.00

Task SS: SUPPLEMENTARY SERVICES AS NEEDED

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

EVANS-GRAVES ENGINEERS, INC.

ST CHARLES PARISH


Ashlyn Graves
Vice President

Larry Cochran
President

5-13-19
Date

Date

2019-0152
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 19-6-2

An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a project that replaces an existing 30-inch pump with a 48-inch pump at the Schexnaydre Pump Station (P.S.). (Parish Project Number P190502).

WHEREAS, the Schexnaydre P.S. contains three existing pumps; and,

WHEREAS, the current peak flow rate into the Schexnaydre P.S. exceeds the capacity of the three existing pumps; and,

WHEREAS, the Public Works Department desires to replace one existing 30-inch pump with a higher capacity, new 48-inch pump; and,

WHEREAS, the attached agreement between Evans-Graves Engineers describes the proposed engineering services and compensation for the proposed improvements; 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: Data Collection and Surveying Coordination
Phase 2: Preliminary Engineering Design
Phase 3: Final Engineering Design
Phase 4: Permitting
Phase 5: Bidding Phase Services
Phase 6: Construction Phase Services
Phase 7: Resident Project Representative Services

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between Evans-Graves Engineers, Inc. and St. Charles Parish for services as required and assigned via Task Order by the Department of Public Works for a project that replaces an existing 30-inch pump with a 48-inch pump at the Schexnaydre Pump Station (P.S.). (Parish Project Number P190502) is hereby approved and accepted.

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

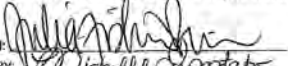
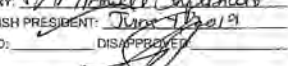
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 3rd day of June, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: June 7, 2019
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: June 7, 2019
AT: 8:35 am REC'D BY: 

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 4th day of June, 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 Evans-Graves Engineers, Inc., a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the New Pump at Schexnaydre Pump Station project as described in Ordinance No. 19-6-2, 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 April 29, 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 said a part of this Agreement in accordance with Exhibit A. The Owner may terminate the Agreement 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 delayed or added to complement achieving a successful project.

The proposed project is to replace an existing 30-inch pump with a new 48-inch pump including associated piping.

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 – Data Collection and Surveying Coordination: Tasks include site visit, obtaining all available records on existing pump station, and coordination with Owner-supplied topographic surveyor to identify needs for survey of pump station, including intake, sump, discharge, and all surface and subsurface utilities and features including cross-sections in the sump.

2.3 Task Order - Preliminary Engineering Design: Tasks include preliminary civil engineering design, site visits, calculations, meetings and coordination, coordination with equipment supplier, and cost estimating.

2.4 Task Order – Final Engineering Design: Tasks include final civil engineering design, meetings and coordination, production of Bidding Documents to include final plans and the project manual (Owner supplies front-end documents), quantity takeoffs, and construction cost estimating.

2.5 Task Order – Permitting: Tasks include meetings and coordination, preparation and production of permit documents and drawings, submittals, and revisions. Permits will include Coastal Use and Corps of Engineers permits.

2.6 Task Order – Bidding Phase: Tasks include coordination, responding to questions and requests, revisions, production and issuance of Addenda, attendance at Pre-Bid Meeting and Bid Opening, tabulation of bid results, and recommendation of award.

2.5 Task Order - Construction Phase Services

2.5.1 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.

2.5.2 Visits to Site and Observation of Construction: In connection with observations of the work of Contractor while it is in progress.

2.5.2.1 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.

2.5.2.2 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 or 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.

2.5.3 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.

2.5.4 Interpretations and Clarifications: Engineer shall issue necessary interpretations and clarifications of the Contract Documents.

2.5.5 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 Agreement.

2.5.6 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.

2.5.7 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).

2.5.8 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.

2.5.9 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:

2.5.9.1 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 recommendations). 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).

2.5.9.2 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 the 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.

2.5.10 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.

2.5.11 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).

2.5.12 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".

2.5.13 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.

2.5.14 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 2.5.1 through 2.5.13 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 2.5.3.

2.5.15 Work Directive Changes and Change Orders: To be provided as appropriate to construct the project and in accordance with State and Local Laws.

2.5.16 Task Order Close-out and Facility Operation

The Engineer shall:

2.5.16.1 Provide start-up services for the new facility.

2.5.16.2 Prepare training manuals 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.

2.5.16.3 Assemble required sets of equipment manufacturer's operation and maintenance manuals if specified in the Task Order.

2.5.16.4 Assemble required sets of approved shop drawings in proper order if specified in the Task Order.

2.5.16.5 Provide technical consultation and assistance in correcting warranty items.

2.5.16.6 Provide assistance in connection with the refining and adjusting of new equipment or system.

2.5.16.7 Prepare a final set of stamped project drawings reflecting "as built" along with one (1) electronic file copy of these drawings in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "as built".

2.5.16.8 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.

2.5.17.8 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of the Contract.

2.6 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 his 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 Data Collection and Surveying Coordination \$ 3,750

4.1.2 Preliminary Engineering \$ 9,980

4.1.3 Final Engineering \$ 20,280

4.1.4 Permitting \$ 11,980

4.1.5 Bidding Assistance \$ 2,760

4.1.6 Construction Phase \$ 10,400

4.1.7 Resident Inspection To be determined

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 involved.

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 Agreement 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 preparty 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.

5.1.2.10 Provide topographic surveying and/or permitting services.

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 Agreement 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 ~~uninsured~~ 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 ~~uninsured~~ 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 ~~uninsured~~ 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 Agreement 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 administrators 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 Agreement 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 Agreement 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) plea 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:

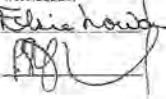
ST. CHARLES PARISH

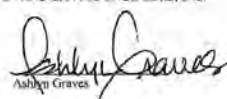



Parish President

WITNESSES:

EVANS-GRAVES ENGINEERS, INC.




Ashley Graves

2019-0183

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

ORDINANCE NO. 19-6-3

An ordinance approving and authorizing the execution of Change Order No. 1 for the Ellington Drainage Pump Station Project No. P080905-5D, grant reference Project No. H.013148, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$36,252.00 and increase the contract time by fifty nine (59) days.

WHEREAS, Ordinance No. 18-11-1, adopted November 5, 2018, by the St. Charles Parish Council, approved and authorized the execution of a contract with Sealevel Construction, Inc. for the Ellington Drainage Pump Station Project No. P080905-5D, grant reference Project No. H.013148, in the amount of \$8,288,890.00; and,

WHEREAS, Change Order No. 1 is a result of changes within the scope of the contract to address geotech conditions not previously identified and to adjust pump station systems' design to fit field conditions within the Construction Contract; and,

WHEREAS, the increase in the contract amount by \$36,252.00 is a result of a decrease in cost for one (1) bid line item, an increase in cost for one (1) bid line item, the addition of three (3) bid line items; and,

WHEREAS, the increase in contract time by fifty nine (59) days is a result of additional work activities required to complete the project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS,

SECTION I. That Change Order No. 1 for the Ellington Drainage Pump Station Project No. P080905-5D, grant reference Project No. H.013148, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$36,252.00 and increase the contract time of fifty nine (59) days is hereby approved and accepted.

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

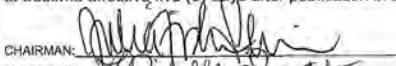
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

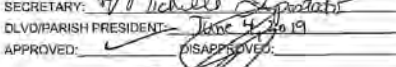
YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 3rd day of June 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: 

CLERK/PARISH PRESIDENT: June 4, 2019

APPROVED: 

DISAPPROVED:

PARISH PRESIDENT:

RET/SECRETARY: June 1, 2019

AT: 8:35 AM. RECD BY: 

SECTION 00806

CHANGE ORDER

No. 1

DATE OF ISSUANCE 6-03-2019

EFFECTIVE DATE 6-4-19

OWNER: St. Charles Parish

CONTRACTOR: Sealevel Construction

Contract: Ellington Drainage Pump Station

Project: Ellington Drainage Pump Station

OWNER's Contract No. P080905-5D ENGINEER's Contract No. 10475-323

ENGINEER: Burk-Klempeter, Inc.

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

1. Add a 1/2" water meter at the project trailer location (WCD #1).
2. Add cut-off concrete piles (including extend grout tubes and core holes in pile tops) (WCD #2).
3. Add a second test pile (WCD #3).
4. Delete remote stainless-steel fuel fill/spill container at generator (WCD #4).
5. Revise four rake motors and associated control panel starter equipment to 480V/3PH/60HZ (WCD #5)

Descriptions:

1. Add the Following Work Items:
 - a. New Contract Item # 66: 1/2" Water Meter (WCD #1)
Addition of \$1,150 L.S.
 - b. New Contract Item # 67: Cut-Off Concrete Piles (including extend grout tubes and core holes in pile tops) (WCD #2)

Addition of \$14,382 L.S.

Breakdown of the New Contract Item# 67 is as follows:

- i. Cut-off Concrete Piles 34 EACH x \$260.00= \$8,840.00
- ii. Extend Grout tubes 34 EACH x \$38.00= \$1,292.00
- iii. Core Holes in Pile tops 34 EACH x \$125.00= \$4,250.00

- c. New Contract Item # 68: Second test pile (WCD #3)
Addition of \$21,000 L.S.

Total of Added Work Items = (+\$36,532.00)

2. Revise the Following Work Item Quantities:

- a. Contract Item # 30: Bar Screen w/Chain and Rake Cleaner (WCD #5)
Revise four rake motors and associated control panel starter equipment to 480V/3PH/60HZ. (+\$4,220)
- b. Contract Item # 33: Fuel Fill and Piping (WCD #4)
Delete remote stainless-steel fuel fill/spill container. (-\$4,500)

Total of Change in Work Items Quantity = (-\$280.00)

Reason for Change Order:

1. Add the Following Work Items

- a. New Contract Item # 66: Location for the project trailer to be supplied by the Contractor was denoted to have water and power provisions, but the water meter at this location was not found and will be required to be installed for the project trailer support and use.
- b. New Contract Item # 67: Test pile driving showed refusal before achieving the designed tip elevation. So, it is anticipated that some of the piles may be required to cut-off (including extend grout tubes and core holes in pile tops) to achieve design elevation.
- c. New Contract Item # 68: Based on Engineer's review of first test pile driving and report, a second test pile was necessary in order to determine the extent of hard soil layer encountered during the first test pile driving process, i.e. to confirm the uniformity of the underlying soil.

2. Revise the Following Work Item Quantities

- a. Contract Item # 30: The generator fuel tank is out-fitted with an anti-spill container which drains back to the generator fuel tank and is equipped with an overflow protection valve and a male Cam Lock hose connection fitting. This eliminates the requirement for the remote fuel fill/spill container at the generator fuel tank.
- b. Contract Item #33: The specifications for four rake motors was revised from 120V/1PH/60HZ to 480V/3PH/60HZ for high speed gear ratio for bar screen cleaners.

3. Change in Contract Time:

Additional 59 days in contract time incurred due to:

- a. 36 days to Cut-Off the tops of 34 concrete piles (including extend grout tubes and core new holes in pile tops).
- b. 23 days for second test pile.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 8,288,890.00	Original Contract Times: Substantial Completion: 509 Days-4/2/20 Ready for final payment: 545 Days-5/17/20 (days or dates)
Net Increase (Decrease) from previous Change Orders No. 0 to 0: \$ 0.00	Net change from previous Change Orders No. 0 to 0: Substantial Completion: 0 Days Ready for final payment: 0 Days (days)
Contract Price prior to this Change Order: \$ 8,288,890.00	Contract Times prior to this Change Order: Substantial Completion: 509 Days-4/2/20 Ready for final payment: 545 Days-5/17/20 (days or dates)
Net increase (decrease) of this Change Order: +\$ 36,252.00	Net increase (decrease) this Change Order: Substantial Completion: +59 Days Ready for final payment: +59 Days (days)
Contract Price with all approved Change Orders: \$ 8,325,142.00	Contract Times with all approved Change Orders: Substantial Completion: 559 Days-5/31/20 Ready for final payment: 604 Days-7/15/20 (days or dates)

RECOMMENDED: APPROVED: ACCEPTED:
By: [Signature] By: [Signature] By: [Signature]
ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)
Date: 05/20/19 Date: 06/19 Date: 21 MAY 19

2019-0164
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 19-6-4
An ordinance approving and authorizing the execution of a Professional Services Agreement for Parish Project No P080802 Montz Master Drainage Plan Implementation with GCR Inc. to provide professional services regarding the acquisitions of servitude, fee simple parcels, and permitting.

WHEREAS, Ordinance No. 16-7-7, adopted July 18, 2016 by the St. Charles Parish Council approved a Professional Services Agreement with GCR Inc. to provided professional services in the acquisition of servitudes and fee simple parcels; and,

WHEREAS, Ordinance No. 18-7-15, adopted July 23, 2018 by the St Charles Parish Council, amended Ordinance 16-7-7 to include work on title research and legal coordination for expropriation and to increase the contract time in one (1) year increments up to three (3) years; and,

WHEREAS, the current Professional Services Agreement, as amended, is to expire on July 20, 2019 and professional services are still required; and,

WHEREAS, Public Works desires to expand upon Parish Project No P080802 Montz Master Drainage Plan Implementation necessitating a new Professional Services Agreement with GCR Inc.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That a Professional Services Agreement for Parish Project No P080802 Montz Master Drainage Plan Implementation with GCR Inc. to provide professional services regarding the acquisitions of servitude, fee simple parcels, and permitting is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Professional Services 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 3rd day of June, 2019, it become effective five (5) days after this publication in the official journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PAISH PRESIDENT: June 4, 2019
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: June 7, 2019
AT: 8:35am RECD BY: [Signature]



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the 4th day of June, 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 Senior Vice President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein for Parish Project No. P080802 Montz Master Drainage Plan Implementation.

1. GENERAL

- a. The OWNER engages the CONSULTANT to perform specific professional services identified and described in the Scope of Services. 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 in the following Scope of Services. Individual Requests for Proposals for varying tasks, but within the Scope of Services, shall also be taken into consideration.

b. SCOPE OF SERVICES:

To provide professional services regarding permitting and the acquisitions of various land rights for Public Works Project P080802 Montz Master Drainage Plan Implementation.

Work required includes, but is not limited to:

- Attending project meetings.
- Coordinating title and tax research, surveys, appraisals and appraisal reviews.
- Assisting the OWNER with landowner meetings, negotiations, and closings.
- Preparing permit drawings.
- Coordinating with various State/Federal Agencies to obtain permits/agreements as needed.
- Coordinating with various private industries (Kansas City Southern Railway, Entergy, etc.) as needed.
- Assisting the OWNER in potential wetlands delineation and mitigation.

- Assisting in renewing existing permits for the area.
- Coordinating with OWNER'S legal representation as needed to acquire real estate interests.
- Supporting the OWNER in expropriation of properties as needed.

3. PERIOD OF SERVICE

- a. This AGREEMENT shall be effective for a period of four (4) years starting on the date written hereinabove.
- b. 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.

4. CONSULTANT'S COMPENSATION

- a. The method of payment for this AGREEMENT is at an hourly rate according to EXHIBIT A: HOURLY BILLABLE RATES BY CLASSIFICATION plus related direct expenses to be billed at cost and substantiated with receipts and appropriate documentation.
- b. Total compensation for the completion of the Scope of Services described in Section 2.b., shall not exceed \$120,000.00 in total of all requested tasks.
- c. Such payment is to be made to CONSULTANT within thirty (30) days after receipt of CONSULTANT'S invoice by OWNER with all required deliverables.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONSULTANT in carrying out the Scope of Services 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 Services.

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 OWNER the time and materials amount incurred up to the receipt of written notice of termination.
- d. In no event shall the fee exceed what is set forth in Section 4.b. of the AGREEMENT.
- e. OWNER, upon receiving the completed or partially completed deliverables 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 Services in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

- a. The CONSULTANT hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of Services under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

- a. 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 services under this AGREEMENT.
- 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 unencumbered sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).
- e. 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.
- f. St. Charles Parish shall be named as additional insured on general liability insurance policies.
- g. OWNER may examine all insurance policies.
- h. 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

- a. 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 hereto have executed this AGREEMENT the day, month and year first above mentioned.

ATTEST

[Signature]

ST. CHARLES PARISH

By: Mr. Larry Cochran,
Parish President

ATTEST

[Signature]

GCR Inc.

By: Mona Nosari
Senior Vice President

EXHIBIT A

HOURLY BILLABLE RATES BY CLASSIFICATION

Program Manager	\$185.00
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

Reimbursable Expenses including but not limited to Clerk of Court copy fees, mileage, courier fees, recordation fees, permit application fees, certified mailing fees, and any other fees required in the delivery and execution of services. All direct expenses will be billed at cost no overhead and substantiated with receipts.

2019-0177

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
RESOLUTION NO. 6414

A resolution in support of the St. Charles Parish application to the Land and Water Conservation Fund for the improvements of the Wetland Watcher's Park in Norco, LA.

WHEREAS, the St. Charles Parish Council fully supports the administration in seeking grant opportunities such as the Land and Water Conservation Fund Program Grant to enhance the quality of life for its residents; and,
WHEREAS, St. Charles Parish seeks to improve and enhance the Wetland Watcher's Park at 1850 Lower Guide Levee Road Norco, LA 70005; and,
WHEREAS, the council supports the administration in adding an ADA accessible fishing pier with covered areas, seating and to improve the canoe/kayak launch and install a vaulted restroom; and,
WHEREAS, the council and administration understand and acknowledge that upon approval this grant has a cost share of 50 percent to be funded by the parish. The total project amount is \$1.2 million with a cost share of \$600 thousand.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby support the grant application for the Land and Water Conservation Fund Program. We do hereby accept the responsibility of the 50 percent match that is required of this program which will be \$600 thousand if approved.

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

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

And the resolution was declared adopted this 3rd day of June, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Impastato
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: June 4, 2019
APPROVED: DISAPPROVED:

PARISH PRESIDENT: June 7, 2019
RET/SECRETARY: June 7, 2019
AT: 8:35 am RECD BY:

2019-0129

RESOLUTION NO. 6415

A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District V Representative.

WHEREAS, There exists a vacancy on the ST. CHARLES PARISH PLANNING & ZONING COMMISSION; due to the expiration of the term of Mr. Billy B. Booth on May 31, 2019; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy; and,

NOW, THEREFORE, BE IT RESOLVED, that Mr. Michael J. Dunn 11182 River Road, St. Rose, Louisiana 70087 is hereby appointed to the ST. CHARLES PARISH PLANNING & ZONING COMMISSION as the District V Representative; and,

BE IT FURTHER RESOLVED that said appointment shall be effective IMMEDIATELY and shall expire MAY 31, 2023.

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 3rd day of June, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Impastato
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: June 4, 2019
APPROVED: DISAPPROVED:

PARISH PRESIDENT: June 7, 2019
RET/SECRETARY: June 7, 2019
AT: 8:35 am RECD BY:

2019-0156

RESOLUTION NO. 6416

A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2019 through June 2020.

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

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

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

P. O. Box 1199, Boutte, Louisiana 70039

as the Official Journal for the period of June 2019 through June 2020.

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 3rd day of June, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Impastato
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: June 4, 2019
APPROVED: DISAPPROVED:

PARISH PRESIDENT: June 7, 2019
RET/SECRETARY: June 7, 2019
AT: 8:35 am RECD BY:

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: June 13, 2019

Public Notice

BUDGET NARATIVE
ST. CHARLES PARISH CLERK OF COURT
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

BUDGET NARATIVE:

In compliance with R.S. 39:1301-1314, I respectfully submit this Budget Narrative relative to the operations and finding of the St. Charles Parish Clerk of Court's office.

In Louisiana, the Clerk of Court is the Custodian of Court Records, the Recorder of Deeds, the Chief Election Official for the Parish, and a member of the Jury Commission. In some other states these are separate offices.

The Clerk of Court in his capacity as Clerk for the District Court is responsible for all court filings, issuance of notices, storage and retention of records, and all court minutes. As a member of the Jury Commission, the Clerk of Court oversees the random drawing of prospective jurors.

As Chief Election Official for St. Charles Parish and a member of the Parish Board of Election Supervisors, the Clerk is responsible for conducting all elections held in St. Charles Parish, including the tabulation of all election returns.

As the Recorder of Deeds, the Clerk of Court is entrusted with the filing, indexing, storage, retrieval, and safe keeping of your public documents. The St. Charles Parish Clerk of Court's office issues marriage licenses, handles passport applications, files records, and preserves land records, mortgage records, corporate records, lawsuits, criminal cases, successions, juvenile matters, adoptions, court minutes, and other records of importance to the public.

In addition to the responsibilities described above, the Clerk of Court must impose sound recordkeeping and accounting procedures in accordance with law and by the Legislative Auditor's Guidelines. The following three main accounts are established by the Clerk of Court for fiscal accountability:

1. The Clerk's Salary Fund accounts for all receipts and all salaries and office expense.
2. The Advance Cost Fund accounts for advance deposits on suits filed by litigants. The advances are refundable to the litigants after all costs have been paid.
3. The Registry of Court Fund accounts for funds that have been ordered by the court to be held until judgment has been rendered in court litigation. Withdrawal of the funds can be made only upon order of the court.

In order to properly perform the duties and functions of the Clerk of Court's office, it is necessary to operate on an annual budget. The budget consists of anticipated revenue and expenditures for the fiscal year ending June 30, 2020. The budget of St. Charles Parish Clerk of Court's office is herewith submitted in accordance with the Louisiana Revised Statutes.

PUBLIC NOTICE

The St. Charles Parish Clerk of Court will conduct a proposed budget hearing on June 24, 2019 at 9:00 a. m. in the Clerk of Court's office, Parish Courthouse, Hahnville, Louisiana. The purpose of the hearing is to invite the public comment in the budget process on the Clerk's office and its operation for the fiscal year ending June 30, 2020.

The following report is a summary only. Detailed records are on file and available for public inspection in the Clerk of Court's office. Interested persons may examine the budget documents during regular office hours, Monday through Friday (8:30 a.m. - 4:40 p.m.).

ST CHARLES PARISH CLERK OF COURT OPERATING BUDGET SUMMARY GOVERNMENTAL FUND For the Year Ended June 30, 2020	
	General Fund
Revenues	
Fees, charges and commissions:	
Court costs, fees and charges	1,413,600.00
Fees for recording legal documents	813,200.00
Fees for certified copies	128,000.00
Other Income	18,700.00
Interest	1,900.00
Total Revenues	\$2,375,400.00
Expenditures	
Current:	
General governmental:	
Personnel services and related benefits	1,037,700.00
Operating services	257,600.00
Materials and supplies	72,000.00
Miscellaneous	15,200.00
Total Expenditures	\$2,282,500.00
Net Change in Fund Balance	\$92,900.00
Fund Balance, Beginning of Year	\$427,645.00
Fund Balance, End of Year (Estimated 6/30/20)	\$520,545.00

Publish: June 13, 2019

Public Notice

Monday, March 11, 2019
St. Charles Parish Sheriff's Office
Law Enforcement Complex

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

PRESENT:

Major Sam Zinna, Sheriff's Office Representative
Chief Rodney Madere, Sheriff's Office Representative
Chief Sergio Morales, St. Charles Hospital Representative
Chief Armond Bourque, Firemen's Association
Chief Tommy Barreca, Council Representative
Captain Johnny Bourgeois, Firemen's Association
Amber Walsh, Minute Clerk

ABSENT:

Chief Craig Petit, Parish President Representative

IN ATTENDANCE:

Ravenel Mixon / 9-1-1 Director
Arielle Lege / 9-1-1 QA Manager

CALL TO ORDER:

Major Zinna called the Monday, March 11, 2019 meeting of the Board of Commissioners of the St. Charles Parish Communications District to order at 5:00 p.m., which was held at the Council Chambers.

SILENT PRAYER & PLEDGE:

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

Motion was made by Chief Bourque and seconded by Captain Bourgeois approving minutes of the meeting held on Monday, February 11, 2019.

YEAS: ZINNA, MADERE, MORALES, BOURQUE, BARRECA, BOURGEOIS
NAYS: NONE
ABSENT: PETIT
Motion carried.

REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES:

A. SECRETARY/TREASURER REPORT:

Motion was made by Chief Bourque and seconded by Captain Bourgeois approving payment of Herald/Guide Invoice #115630 dated March 1, 2019 in the amount of \$188.80.
YEAS: ZINNA, MADERE, MORALES, BOURQUE, BARRECA, BOURGEOIS
NAYS: NONE
ABSENT: PETIT
Motion carried.

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

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

C. 9-1-1 CENTER EXPANSION COMMITTEE

Major Zinna announced that there will be a 9-1-1 Center Expansion Committee meeting on Wednesday, March 13th at 3:00 pm at the St. Charles Parish Sheriff's Office Headquarters Building.

UNFINISHED OLD BUSINESS:

NONE

NEW BUSINESS:

- A. Motion was made by Chief Madere and seconded by Chief Barreca to approve the maintenance agreement for the Higher Ground Recording System with Electronic Business Systems, Inc. for the term from 3-14-2019 to 3-14-2020 in the amount of \$9,961.00.
YEAS: ZINNA, MADERE, MORALES, BOURQUE, BARRECA, BOURGEOIS
NAYS: NONE
ABSENT: PETIT
Motion carried.
- B. Motion was made by Chief Bourque and seconded by Chief Madere to approve to send two telecommunications to the 2019 Navigator Conference April 21-26, 2019 in National Harbor, MD in the total amount of \$6,482.44.
YEAS: ZINNA, MADERE, MORALES, BOURQUE, BARRECA, BOURGEOIS
NAYS: NONE
ABSENT: PETIT
Motion carried.
- C. Motion was made by Chief Barreca and seconded by Captain Bourgeois to approve to send three telecommunications to the 2019 LA APCO/NENA Symposium April 29-May 1, 2019 in Lake Charles, LA in the total amount of \$1,419.00.
YEAS: ZINNA, MADERE, MORALES, BOURQUE, BARRECA, BOURGEOIS
NAYS: NONE
ABSENT: PETIT
Motion carried.

ANNOUNCEMENTS:

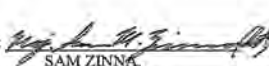
NONE

The next regular meeting will be held Monday, April 8, 2019 at 5:00 p.m. at the St. Charles Parish Sheriff's Office Headquarters Building.

Motion to adjourn was made by Chief Morales and seconded by Captain Bourgeois.
YEAS: ZINNA, MADERE, MORALES, BOURQUE, BARRECA, BOURGEOIS
NAYS: NONE
ABSENT: PETIT
Motion carried.

There being no further business Major Zinna adjourned the meeting at 5:08 p.m.

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

ATTEST:  ATTEST: 
SAM ZINNA,
PRESIDENT
ST. CHARLES PARISH
COMMUNICATIONS
DISTRICT (9-1-1)
ARMOND BOURQUE,
SECRETARY/TREASURER
ST. CHARLES PARISH
COMMUNICATIONS
DISTRICT (9-1-1)

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

MEETING CANCELLED DUE TO LACK OF A QUORUM

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

MEETING CANCELLED DUE TO LACK OF A QUORUM

Publish: June 13, 2019

Sheriff's Sale

SHERIFF'S SALE
STATE OF LOUISIANA
PARISH OF ST. CHARLES
SUIT NO. 83,554-E
GMFS LLC
VS
MARK A. AYSEN A/K/A MARK
AYSEN

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: September 26, 2017, 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, July 17, 2019, at 10:00 a.m., to the last and highest bidder for cash, the following described property, to wit: That certain lot of ground, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA, in or near the Town of Boutte, Si. Charles Parish, Louisiana, in what was formerly Ellington Plantation. According to a plan of survey made by Lucien C. Gassen, Surveyor, dated April 16, 1972, a revised plan dated May 1, 1973, entitled Addition to Coronado Park, a re-

subdivision of portions of Ellington Plantation near Boutte, St. Charles Parish, Louisiana, in Sections 49, 57 and 69, Township 13 South, Range 21 East, a copy of which is on file in the office of the Clerk of Court, St. Charles Parish, for reference the lot of ground herein is designated as LOT 20, and is more fully described as follows:
LOT 20 fronts 80.00 feet on Coronado Drive, same width in the rear, by a depth of 104.45 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 TWENTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-TWO AND 62/100 (\$127,892.62) 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: JUNE 13, 2019
JULY 11, 2019
ATTORNEY FOR PLAINTIFF: COREY J. GIROIR
P.O. BOX 87379
BATON ROUGE, LA 70879
225-756-0373
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
STATE OF LOUISIANA
PARISH OF ST. CHARLES
SUIT NO. 85,953-D
DITECH FINANCIAL LLC
VS
BYRON J. TOUPS A/K/A BYRON TOUPS

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: March 12, 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, July 17, 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 the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, formerly Sub-District No 3 of the St. Charles Municipal Drainage District, now Sunset Drainage District, and according to a survey entitled "Shamrock Park, Phase II, Portion of Lots 891, 892, 893 and 894 of the Sunset Drainage District in Section 34, Township 14 South, Range 20 East and Section 3, Township 15 South, Range 20 East, prepared by Lucien C. Gassen, PLS dated May 15, 1999, which said survey is attached to and made a part of that certain Act of Dedication recorded at COB 554, folio 701 and approved by the St. Charles Parish Council by Ordinance No. 99-6-9 on June 7, 1999. According to said survey, the lot conveyed herein is more fully described as follows:
Lot 109 measures 86 feet front on Edna Drive, same width in the rear, by a depth of 175 feet between equal and parallel lines, as more fully shown on a survey by Dading, Marques & Associates, Inc., dated December 15, 1999, which is recorded at COB 562, folio 638.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED FIVE THOUSAND SKTY-SEVEN AND 58/100 (\$205,067.58) 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: JUNE 13, 2019
JULY 11, 2019
ATTORNEY FOR PLAINTIFF: COREY J. GIROIR
P.O. BOX 87379
BATON ROUGE, LA 70879
225-756-0373
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 83942-E
Date: Monday, February 11, 2019
WELLS FARGO BANK, NA
VS
JUSTIN D. PUCKETT A/K/A
JUSTIN PUCKETT, ET
AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, JANUARY 4, 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, JUNE 19, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ALL THAT CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining, lying and being situated in St. Charles Parish, State of Louisiana, being more fully described as follows, to-wit: FAIRFIELD PLANTATION OAKS SUBDIVISION, in accordance with a re subdivision made by Frank Foster and Associates, Inc., dated February 26, 1976, accepted by the Police Jury of St. Charles Parish, filed on June 11, 1976. registered in COB 176, folio 75. Entry No. 52197 and by Act of Dedication dated June 11, 1976, registered in COB 176. Folio 731. Entry No. 52178, as corrected on April 18, 1977, registered in COB 188 folio 94 Entry No 54469, and in accordance with the plan of Frank S. Foster, Jr.: dated March 18, 1977, and according to said lot is further described as follows, to-wit:

Lot 9-A, in square 7-A. bounded by Stephen Drive. Steve Drive and Ann Lane; said lot commences at the distance of 55.82 feet from the corner of Stephen Drive and Steve Drive and measures 64 feet front on Stephen Drive, same in width in the rear, by depth of 85 feet between equal and parallel lines. According to a survey by Gilbert, Kelly & Couturie, Inc., dated February 19, 1991. copy of which is annexed to instrument No 156378, said lot has the same location, designation and measurements as set out above.
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-TWO AND 72 / 100 (\$128,882.72) 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: May 16, 2019
June 13, 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
SHERIFFS OFFICE
Suit No: (45) 85638-C
Date: Tuesday, February 26, 2019
NATIONSTAR HECM ACQUISITION TRUST
2018-1, WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT INDIVIDUALLY, BUT SOLELY AS TRUSTEE
VS
THE UNOPENED SUCCESSION OF JEWEL
WOODWARD GRAY, (A/K/A JEWEL
WOODWARD, JEWEL PIERRE, JEWEL GRAY),
ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, JANUARY 17, 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, JUNE 19, 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 rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St Charles, State of Louisiana, in Ford Subdivision, which is more fully shown on a survey by E.M. Collier, Surveyor, dated June 1, 1964, a copy of which is on file in the office of the Clerk of Court for the Parish of St Charles for reference. Said Ford Subdivision being situated in Section 119, Township 12 South, Range 20 East; according to the above referred to map by E.M. Collier, the lot conveyed herein is designated as Lot 7 of Block 1 and is more fully described as follows:

Lot 7 of Block 1 has a width fronting on Evans Street of Fifty feet (50'), by a depth between equal and parallel lines of Eighty feet (801), with a width in the rear of Fifty feet (50*). Lot 7 of Block One (1) commences at a point 100 feet front from the intersection of Williams Street and Evans Street.
Which has the address of 112 Evans Street, Boutte, LA 70039.
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED TWO THOUSAND

FIVE HUNDRED FORTY-ONE AND 16 / 100 (\$102,541.16) 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: May 16, 2019

June 13, 2019

ATTORNEY FOR PLAINTIFF:

Penny M. Daigrepont

3510 N. Causeway Blvd, Suite 600

Metairie, LA 70002

504-831-7726

SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE

STATE OF LOUISIANA

PARISH OF ST. CHARLES

SUIT NO. 85,606-C

PINGORA LOAN SERVICING, LLC

VS

ANHNGOC NGUYEN, (A/K/A ANHNGOC NGUYEN)

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: January 04, 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, JULY 17, 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, together with all buildings and improvements thereon, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as Willowdale Country Club Subdivision, located in Section 40, Township 14 South, Range 2 East, near Boutte, Louisiana, bounded by East Levert Drive, East Court and Northern and Eastern boundaries of the subdivision, designated as Lot No. 229 on a survey made by R.P. Bernard, Land Surveyor, dated 2/10/81, and according thereto said lot commences as a distance of 1,137.54 feet from the corner of East Levert Drive, thence measures 100 feet actual (98.61 feet title) front on East Levert Drive, a width in the rear of 98.61 feet, by a depth on the sideline nearer to East Court of 120.0 feet and a depth on the opposite sideline of 120.58 feet. All as more fully shown on survey of Gilbert, Kelly & Couturie, Inc., dated May 21, 1986. Which has the address of 32 East Levert Drive, Luling, LA 70070

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWO HUNDRED FIFTY THOUSAND THREE HUNDRED TWENTY-NINE AND 55/100 (\$250,329.55) 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 - SHER-

IFF & EX-OFFICIO TAX COLLECTOR

ST. CHARLES PARISH

PUBLISH ON: JUNE 13, 2019

JULY 11, 2019

ATTORNEY FOR PLAINTIFF:

Penny M. Daigrepont

3510 N. Causeway Blvd., Suite 600

Metairie, LA 70002

504-831-7726

SCSO-CIV-209-0402

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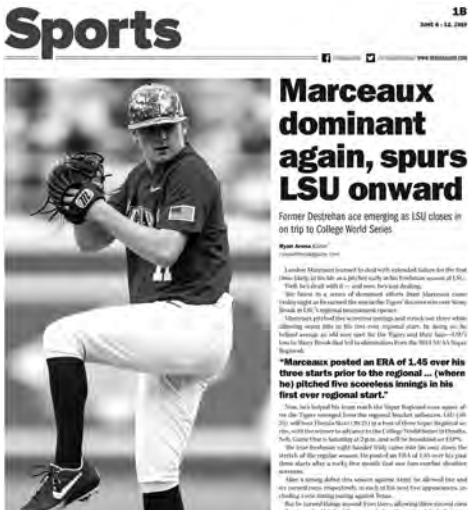
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