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Schools examine
anti-vaping
curriculum

Anna Thibodeaux Managing Editor
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With electronic cigarette use on the rise with teenagers, an anti-vaping curriculum is being examined for future use in St. Charles Parish Schools.

“It’s a problem with these kids,” said School Board member Sonny Savoie. “They don’t realize what they’re doing to themselves.”

Students who use e-cigarettes are typically in a phase of thinking they’re invincible, Savoie said. But they don’t

realize what “vaping” can do later in their lives due to an increased intake of nicotine.

“We’re trying to deal with it in the school system through education,” he said. “I don’t know how else to get the kids to understand what harm vaping is doing.”

Additionally, Savoie added, they are readily used indoors and harder to identify.

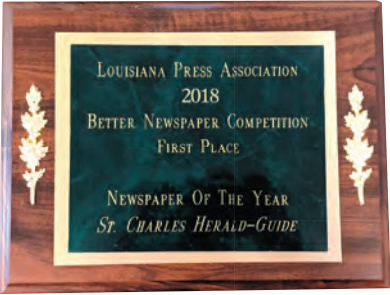
Savoie said, like other school systems,

they are rolling out a program aimed at outlining how e-cigarettes can cause irreversible health issues.

“The school system is on top of it just like other systems,” he said of their initiative taking a medical approach. “It’s a health problem ... mentally, physically and emotionally. We’re dealing with kids’ hormones before they think they’re invincible.”

VAPING on 6A

3-Peat for
Herald-Guide



TURN to 7A

Parish opposes
barge fleet in
Montz



TURN to 2A

Ama boy battled brain hemorrhage
at birth, continues fighting today

Fishing tournament will benefit family

Ryan Arena Editor
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Gino Pinero began fighting for his life as it began, when the now 4-year-old was born premature, at 29 weeks. He’s won round after round since then, but it hasn’t been easy.

And Amber Champagne Pinero and her husband Raphael will never think twice about walking the difficult road they have as parents, and making the sacrifices they have along the way. Yet the hardships are very real for the Ama family.



Gino Pinero

FIGHTER on 6A

Arrest made in connection with
Willowdale burglaries

Marrero man arrested on burglary charges

Ryan Arena Editor
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A Marrero man was arrested last week in connection with the burglary of several homes in the Willowdale subdivision in Luling, and authorities are asking those who are missing items to come forward.

Richard Bearden Jr., 35, of 5113 Evans Drive in Marrero, was arrested July 1 and charged with

simple burglary and simple burglary of an inhabited dwelling.

Bearden was arrested in Marrero following an investigation into several reports of burglarized sheds/garages in the Willowdale/Davis Pond area over several weeks in May and June.

St. Charles Parish Sheriff Greg Champagne



Richard Bearden Jr.

reported via Facebook that much of the victims’ property was recovered

BURGLARIES to 4A

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Chuck Falgout

Anna Thibodeaux Managing Editor
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When Chuck Falgout and his family play Trivial Pursuit, he’s the guy who knows the answer to who was Russia’s world champion pole vaulter. It was Sergei Bubka, Falgout enthusiastically blurts out before they finish asking the question. And, of course, he’s right. “I love being a student,” he said. “And I’m blessed or cursed with an amazing memory. I’m a trivia junkie. I remember obscure things. The running joke in the family is when we play Trivial Pursuit, it’s everybody against me.” Behind most great purveyors of knowledge is a good

BOOKS to 6A

St. Rose noted in popular crime podcast

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A popular podcast is tackling unsolved crime cases – one of which has ties to St. Charles Parish. Culpable, a true crime podcast that debuted this month, takes an investigative dive into unsettled cases, such as that of Christian Andreacchio, who was 21-years-old when he was found dead as result of a single gunshot wound to the head in Meridian, Miss.



Christian Andreacchio, whose death is the subject of Culpable.

The death was initially ruled a suicide by police in Meridian, but Andreacchio’s family disputed that, pointing to evidence indicating he was murdered, and that the murder was premeditated. The investigation has been ongoing for the five years since the 2014 incident. Andreacchio had local ties, as noted on the podcast – his job took him to St. Rose on what may have been the night of his death – the incident came not long after leaving his shift with the Magnolia Marine tugboat on the Mississippi River.

The Andreacchio case will be the first case tackled by the podcast – it will be the focus of its 15-episode first season centered around his death and his family’s search for answers – and justice. According to a story by Mississippi Today’s Kate Royals, he was four days into a 30-day outing with the Magnolia when, according to a co-worker of Andreacchio, he allegedly

PODCAST to 4A



Barge fleet docked on the Mississippi River.

Parish council opposes new barge fleet in Montz

Anna Thibodeaux Managing Editor
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The St. Charles Parish Council is rejecting a permit request to moor a river barge fleet nine-tiers deep in Montz near Country Cottage Estates Subdivision. On Councilwoman Traci Fletcher’s request, the council agreed with her concerns expressed about the fleet and with residents also objecting to it. Fletcher asked for the support “so the quality of life can be sustained, especially with this new subdivision (Country Cottage), which has around 300 houses and growing. We just want to keep the quality of life for these people the way it is.” Passed unanimously, the measure officially opposes issuing the permit with the U.S. Army Corps of Engineers. Councilwoman Mary Clulee added the public can comment on the project by directly contacting the Corps of Engineers or Parish Planning Administrator Earl Matherne.

The permit request was made by Mile 131 LLC with Lanier & Associates Engineers of New Orleans representing the company. It calls for a barge fleet consisting of nine tiers of river barges that would be five barges wide secured by steel monopoles. Work would be done by a barge-mounted crane on the left descending bank of the river at about 131 miles above the Head of Passes in Montz. Matherne told the council it’s been a long time since they’ve seen a Section 10 permit for new barge placement on the Mississippi River. In the last seven to eight years, permit requests have been renewals, mostly for maintenance.

How does this work?

- » Corps permits are necessary for any work, including construction and dredging, in the nation’s navigable waters.
- » The Corps says it makes “permit decisions that recognize the essential values of the Nation’s aquatic ecosystems to the general public, as well as the property rights of private citizens who want to use their land.”
- » In the permit process, the Corps considers input from federal, state and local agencies, interest groups and the public.



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PODCAST from 2A

began receiving calls from a male telling him he had seen Andreacchio’s girlfriend, Whitley Goodman, “riding around with a dope dealer” in Andreacchio’s BMW.

That co-worker, Cheryl Stanley, was not interviewed by police, according to the story.

Andreacchio requested he be allowed to find a substitute for his shift and leave for a day in order to deal with the situation, which he called a family conflict. Once he found a fill-in, he called a friend, Dylan Swearingen, and arranged to be picked up in St. Rose on the morning of Feb. 26. Swearingen drove him back to the apartment Andreacchio shared with Goodman. Later that night, Swearingen called 911 to report Andreacchio had taken his own life, shooting himself in the upstairs bathroom of his apartment.

Swearingen and Goodman were with Andreacchio on the day he died. Andreacchio’s parents maintain the two were involved in their son’s death. A grand jury chose to not indict the two in 2017, citing insufficient evidence to charge anyone.

The family maintained that to their knowledge, neither expert witnesses the family had hired to investigate forensic evidence, nor anyone who worked on the Magnolia with Andreacchio were interviewed by police. It has also claimed the crime investigation itself took merely 45 minutes.

Gunshot residue tests upon the hands of Goodman and Swearingen apparently came back positive. Goodman claimed



that she had been shooting guns the day before the incident. The family’s attorney also asserted that an hour after Swearingen and Andreacchio arrived at the apartment, Swearingen was observed on a bank surveillance camera attempting to withdraw all of Andreacchio’s money.

The positioning of the gun in relation to Andreacchio’s body, and blood residue found outside of the bathroom walls have been among other questions for those disputing the ruling of suicide.

Unsolved mystery

- »
- » On the night of his death, Andreacchio was picked up in St. Rose by a friend, Dylan Swearingen, after Andreacchio finished his work shift for a ride home.
- » Swearingen, and Andreacchio’s then-girlfriend Whitley Goodman, have been implicated in the crime by Andreacchio’s family in the years since his 2014 death.

Obituaries

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

Fischer

Louise Broach Fischer, 86, passed away peacefully in her home at Luling on July 4, 2019. Louise was born on Sept. 12, 1932 in Warren, Ark. She grew up in southern Arkansas, graduating from El Dorado High School at the age of 15. She and husband Joe Broach relocated to Luling in 1954 where she spent the remainder of her life.

She was preceded in death by her parents, William and Verna “Mimi” Adams, her husband by first marriage of more than 49 years, Benjamin Joe Broach, and second husband, George Fischer, and granddaughter Christina “Christie” Broach.

She is survived by her son, Robert Douglas “Doug” Broach (Nancy), daughters Diana Kaye “Diane” Pitchford (Doug), Donna Lynne Post (Frank) and Danelle Ann Johnson (Johnny), her only sister Virginia “Gin” Gorman, eight grandchildren (Natalie Dufrene, Sarah Crawford, Robby Broach, Jeremy Pitchford, Jennifer Pitchford, Ryan Post, Laura Horne, and Darrin Post). She is also survived by 16 great-grandchildren.

Louise loved God, her family and friends and cared deeply about her community. She was a charter member of Boutte Assembly of God (now Life Church) and faithfully taught Sunday School and played the piano and organ for many years. She was also very involved in various civic clubs and other activities such as the Rotary Club, St. Charles Parish Republican Women, Women’s Club, the Community Advisory Panel and others, serving in many different capacities. She is also a former business owner, operating “Louise’s Fabric Center” in Boutte for a number of years. She leaves a deep hole in the hearts of many who loved her.

Services were held at Life Church, Boutte on July 9 with grandson Rev. Ryan Post, officiating, assisted by Rev. John Ponder and Rev. Don Logan.

Pallbearers were grandsons Jeremy Pitchford, Robby Broach and Darrin Post, and Kurt Dufrene, Hunter Crawford and Bill Horne. Interment was in St. Charles Mausoleum.

Westside/Leitz-Eagan Funeral Home is in charge of arrangements. Express condolences at www.westsideleitzeagan.com.



Landry

Lorraine Ann Landry passed away peacefully May 2, 2019.

Lorraine was a registered nurse and a graduate of Mercy Hospital Nursing School in New Orleans. She spent her career and life caring for others.

She was preceded in death by her parents Eual J. Landry Sr. and Caroline Cecile Montz, and her brothers Eual J. Landry Jr., Lowell Landry and her sister Donna Kay Baudier.

Her surviving siblings are Coy Louis Landry (Jeri), Wayne St Paul Landry (Ronnie), Linda Zerangue (Donald), Robyn Landry (Gerhard Assenmacher), Gregory Landry (Melissa). She also leaves behind many nieces and nephews who brought joy to her life.

Her family is grateful for the care of her nephew Bryan Baudier, niece Fay Landry and dear friends Dixie Davis and Karen Brown and other friends during her final days. Lorraine added caring, fun and creativeness to the lives of so many. She was dearly loved and will be missed by all.



BURGLARIES from 1A

from Bearden’s Marrero home and returned to their rightful owners.

According to a case report detailing the Luling burglaries, a number of items had been identified by their owners at a Harvey pawn shop, Bearden allegedly having pawned them days after they were stolen.

Bearden was allegedly captured on video surveillance footage at the pawn shop.

A victim told police that a friend found his garage door ajar, and that the victim later found the garage door locking mechanism on the floor of the garage. Another victim reported a burglar entered their unlocked, detached garage and stole numerous lawn/hand/electric tools.

After attaining a warrant with assistance from the Jefferson Parish Sheriff’s Office, police searched the Marrero home of Bearden’s girlfriend and found several electric hand and lawn tools at the residence. Bearden admitted his involvement to police

voluntarily, according to the report, after the items were found.

Champagne noted the initial report to police was of three burglarized homes. However, police recovered more property from Bearden’s residence than those victims were able to identify, leaving open the prospect that other homes were among those in the wave of thefts.

“This could well be property from other parishes,” Champagne wrote, noting Jefferson Parish detectives are also involved in the investigation. “However, it could also be property that someone in our neighborhood failed to report or notice missing. Please check your garages/sheds and see if you are missing anything. If so, please contact us.”

Bearden is currently being held in Nelson Coleman Correctional Center on a bail of \$100,000.



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In the 1980s some doctors and nurses refused to treat patients with AIDS

A new documentary tells the story of America's first inpatient unit at San Francisco Hospital dedicated to the care of patients with AIDS. Nurse Cliff Morrison helped create Ward "5B" in 1983, and worked with Dr. Paul Volberding to give patients compassionate care.

I listened to Terry Gross' interview of Morrison and Volberding on National Public Radio's Fresh Air. Their experiences with this new "disease" brought back memories of my first dealing with an AIDS patient. When AIDS became known in the '80's, even those in the medical field did not understand the



BY WILMER L. TODD

complexity of this deadly disease. People were unenlightened and scared.

Cliff Morrison remembers being appalled by what he saw happening at the Hospital: "I would go in patients' rooms and you could tell that they hadn't had a bath," he says. "They weren't being taken care of." At the onset of the AIDS epidemic in the early 1980s, the disease was considered a death sentence. No one was sure what caused it or how it was spread. Some doctors and nurses refused to treat patients with the disease; others protected themselves by wearing full body suits.

Morrison organized a team of health-care providers to open Ward 5B at San Francisco Hospital. This medical team encouraged patients to make their rooms

like home, and allowed families and partners to visit whenever they could. They comforted patients by touching them, and would even sneak in pets.

Dr. Volberding talked about his own struggle with AIDS. He said that he wasn't worried about himself; his nightmare was the possibility of passing the disease onto his children. He had two young sons. The medical field knew that someone could contract AIDS through bodily fluids but they did not know what that included: kissing, touching, hugging? No! They didn't know what we know now.

Today, antiretroviral medicines allow people with HIV, the virus that causes AIDS, to live long, productive lives. The fear in dealing with AIDS patients is no longer a serious problem.

Do Your Investments Match Your risk tolerance?

From time to time, it is a good idea to review how your portfolio assets are allocated – how they are divided among asset classes.

Target asset allocations should reflect your tolerance for risk. Over time, your portfolio may need adjustments to maintain them. Since the financial markets are dynamic, the different investments in your portfolio will gain or lose value as different asset classes have good or bad years. When stocks outperform more conservative asset classes, the portion of your portfolio invested in equities grows more than the other portions. Over time and market performance may subtly and slowly imbalance your portfolio.



RYAN LEBLANC

If too large a percentage is in stocks or equity investments, you may shoulder more risk than you want. Your holdings can be realigned to respect the original (target) asset allocations. A balanced portfolio is important. It would not be if one investment class always outperformed another – but in the ever-changing financial markets, there is no "always." In certain market climates, investments with little or no correlation (a statistical measure of how two securities move in relation to each other) to the stock market become appealing. Some investors choose to maintain a significant cash position at all times.

Downside risk – the possibility of investments losing value – can sting investors who are overly invested in momentum/expensive stocks. Historically, the average price/earnings ratio of the S&P 500 has been around 14. A stock with a dramatically higher P/E ratio may be particularly susceptible to downside risk.

Under-diversification risk can also be an Achilles heel. As a hypothetical example, say a retiree or pre-retiree invests too heavily in seven or eight stocks. If shares of even one of these firms plummet, that investor's portfolio may be greatly impacted.

Are you retired or retiring soon? If so, this is all the more reason to review and possibly adjust the investment mix in your portfolio. Consistent income and the growth of your invested assets will likely be among your priorities.

Lawmakers approve Gleason license plate, reject golf cart proposal

While a proposed hike in the state's gasoline tax had been hogging the limelight in terms of transportation chatter at the Capitol, members of the House panel that has oversight of the broader policy issue spent part of this past Monday wading through less controversial bills.

That action included votes to create a new specialty license plate to benefit the ALS work off former New Orleans Saint Steve Gleason and



BY JEREMY ALFORD

to reject a limited proposal that would have allowed a small community to use golf carts on streets.

The tax-writing House Ways and Means Committee got the first crack at hearing the gas tax bill, but it's ultimately up to members of the House Transportation, Highways and Public Works Committee to help guide future policy on roads and bridges — and all other things connected.

That meant an agenda of about a half dozen bills for the transportation committee, which held discussions on classifications in the state highway system,

public-private partnerships, permit fees and toll violations.

The committee also approved HB 318 by House Speaker Pro Team Walt Leger, D-New Orleans, which creates the "Team Gleason Foundation" specialty license plate. If at least 1,000 plates are ordered, royalty monies connected to the \$28.50 fee will help those who have neuromuscular diseases similar to Gleason's condition.

"He's more famous now for the courage he's displayed since being diagnosed with ALS in 2011," Leger said.

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SAT. JUNE 13	Scattered Thunderstorms	85° / 77°	60%	S 16 mph	79%
SUN. JUNE 14	Scattered Thunderstorms	87° / 76°	50%	SSW 12 mph	76%
MON. JUNE 15	Scattered Thunderstorms	89° / 76°	40%	SSW 8 mph	73%
TUE. JUNE 16	Scattered Thunderstorms	91° / 76°	40%	SSW 7 mph	70%
WED. JUNE 17	Scattered Thunderstorms	90° / 76°	40%	SSW 7 mph	70%
THU. JUNE 18	Scattered Thunderstorms	92° / 77°	40%	SSW 7 mph	68%

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VAPING from 1A

Jerry Lewis Smith, executive director of Student Services, said U.S. Surgeon General Jerome Adams emphasized that e-cigarette education could protect children from a lifetime of nicotine addiction and related health risks.

According to Adams, “The recent surge in e-cigarette use among youth, which has been fueled by new types of e-cigarettes that have recently entered the market, is a cause for great concern. We must take action now to protect the health of our nation’s young people.”

“We’re trying to deal with it in the school system through education.”

— Sonny Savoie

Smith said nicotine discipline infractions are on the rise in the school system, as well as the nation.

E-cigarettes entered the U.S. marketplace around 2007, and since 2014 they have been the most commonly used nicotine product among U.S. youth. E-cigarette use among U.S. middle and high school students increased 900 percent during 2011-15, before declining for the first time during 2015-17. However, current e-cigarette use increased 78 percent among high school students during the past year, from 11.7 percent in 2017 to 20.8 percent in 2018.

In 2018, more than 3.6 million youths, including 1 in 5 high school students and 1 in 20 middle school students, used e-cigarettes, according to a 2018 Morbidity & Mortality Weekly Report

“Subsequently, we are working to have a system in place to collect vaping data in the upcoming school year,” Smith said. “At this time, we are exploring prevention education curriculums relative to vaping for possible implementation in the future.”

The curriculum would be used in high schools and possibly middle schools, she said.

Savoie said students need to understand ramifications of e-cigarette use.

“Why would you want to ruin your life?” he said. “You have more life after high school. There’s a big world out there for you to conquer. If your brain is fried you can’t do it.”

FIGHTER from 1A

They are parents of three: 16-year-old Chase, 6-year old Ava, who is autistic, and Gino, who suffered a Grade IV interventricular brain hemorrhage shortly after his birth.

“Grade IV is the worst you can have, really,” said Amber.

It caused him to have hydrocephalus, a condition where spinal fluid accumulates in the brain and cannot drain properly. He was airlifted to Children’s Hospital in order to receive the attention he needed, which included having a temporary – then permanent – shunt put in to drain the fluid.

Gino is required to have a shunt

“At first ... it was absolutely terrifying.”

— Amber Champagne Pinero

put into his brain every few years to drain the fluid, in order for him to live. Since his original shunt was placed in, he’s had to have five shunt replacements. In total, he’s had 13 different surgeries in his short life, though Gino’s not letting it stop him – he’ll celebrate his fifth birthday later this month.

Those complications have led to other diagnoses including cerebral palsy, seizure disorder, cortical visual impairment, chiari malformation type I and severe developmental delay. He is non-verbal and is not walking.

“It’s pretty rare, all told,” Amber said. “You go out and find other people who are dealing with it, so it seems less so ... with this, we’ve learned that knowledge really is power. We’re finally starting to understand things, because at first ... it was absolutely terrifying.”

Some can have shunts put in that last for 10 years. But, to date,

Gino has seen six shunts fail.

“His fails every year. It’s crazy,” Pinero said.

The family is crossing their fingers that he will be able to attend school in the coming year – though he was enrolled in pre-kindergarten before, he fell too ill to attend.

“It’s just a lifelong thing. If he doesn’t have the shunt, he could suffer more brain damage, and then everything starts shutting down,” Amber said.

Thus, sacrifices are made.

“We can’t really go anywhere ... not much free time, ever,” she said. “We don’t do a lot of what we used to anymore. I quit my job when he was born because nobody else, realistically, could have watched him. It’s put a strain on us.”

The fishing team Bloody Decks has adopted Gino and the Pinero family as a cause for its upcoming annual fishing rodeo fundraiser, in hopes of helping the family offset costs and get Gino the best care possible through proper therapy and equipment that won’t all be covered by insurance. The tournament will take place Labor Day Weekend, Aug. 29 through Sept. 1, at Wake Side Marina.

“Anyone can come ... it’s a fishing rodeo, but we’ll be cooking, we’ll have music,” said Dwayne Plaisance of Bloody Decks. “It’s all for a great cause. This is our fourth year and we’ve doubled our turnout each time, so we’re excited.”

Said Amber, “It’s overwhelming ... just so nice that they’d think of us and go through so much to help us. It’s just very touching.”

Amber said the hope is that one day Gino will indeed begin to walk and talk.

She’s seen him make considerable progress.

“There was a time we didn’t know if he’d be able to sit up on his own, and he can do that,” she said. “Before, all he could do is watch TV. Now, he can go outside, can get himself around ... it’s improvement. As far as communication, that would be a lifesaver ... I know a lot of his frustration comes from not being able to communicate with us.”

Coping with the situation is difficult, but the family focuses on staying positive.

“He can see the world in his own way and seeing him happy ... when he’s at therapy and he’s enjoying himself and making strides, it’s great to see it,” she said. “Sometimes, it all makes you want to go crazy, but if you keep focusing on the bad, then you end up missing all the good.”

What is IVH?

- » Intraventricular hemorrhage (IVH) is bleeding inside or around the ventricles, the spaces in the brain containing the cerebral spinal fluid.
- » It is most common in premature babies, especially very low birthweight babies weighing less than three pounds and five ounces.
- » Babies with respiratory problems, such as hyaline membrane disease, or other complications of prematurity, are more likely to have IVH. The smaller and more premature the baby, the more likely IVH will occur. Nearly all IVH occurs within the first four days of life.

BOOKS from 2A

book, and Falgout has nearly 700 of them at his home in Bayou Gauche. He’s a small collector and bookseller of rare, used and out-of-print books. It’s his hobby and his passion, with many of them about his favorite topics like Louisiana and Cajun history, the military

and classic literature books.

“I like being the go-to guy if people have questions,” he said. “I just remember things like names, dates, places and characters from books. One day my head will fill up and my daughter’s name will just fall out the other end.”

So far, his head still has room for new information.

This Cajun can consume a 500-page book in a couple of days. When he traveled with the military, he also listened to audio books, averaging three to four of them a week. Falgout works at Bayer now so he relies on his own library for books, which is extensive.

He’s been collecting books nearly 30 years since his teens. Later, he grew his collection by buying books at estate sales and many of them are special.

Falgout’s oldest books include a Latin prayer book from 1754 and math school book from 1763. He’s also got 25 to 30 world atlases from the 1850s and World War II books.

His small online book business began after talking to a bookseller in Lafayette, who suggested the move. He also trades books to get other books with a couple of bookstores.

“I started the business and I posted six or eight books to try it out,” Falgout said. “Three months later, I sold one and a month or two later I sold another one.”

So, his passion is still mostly a hobby.

His cherished books include the old math book, as well as one on his family history and some of the autographed books like the first edition of “Flags

of Our Fathers” with signatures from Medal of Honor recipients who served in the Battle of Iwo Jima, one of the epic campaigns of World War II.

One of his books, “Merrill’s Mirauders,” about a legendary special forces unit that went behind enemy lines in Burma, also in World War II, is important to Falgout and one he considers one of his special finds. It has the signatures of the last six remaining members of the unit.

“The Fighting Men of Louisiana” written in 1947 is his most valuable book monetarily, which was sold by subscription door-to-door between Monroe and Shreveport. One of his estate sales finds, Falgout said there may have been as few as 500 copies or less printed. Many of his first editions and first printed editions are valuable, too.

“With me being a perpetual student, I love learning,” Falgout said. “I haven’t read every book on my shelf and, hopefully, one day I can, but having them is like learning from osmosis. I kind of know what’s in the book even though I haven’t read it. I have direct knowledge that I don’t have to Google. I’d rather find the information for myself. It’s like having my own personal library.”

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Herald-Guide receives third straight Newspaper of Year honor

For the third straight year, the St. Charles Herald-Guide was named the state's Newspaper of the Year by the Louisiana Press Association.

The newspaper won 17 first-place awards, including those for General Excellence, Best Front Page and Best Layout and Design. The Herald-Guide's staff also had seven second-place finishes and eight third-place awards.

"We are thrilled that our hard work in 2018 was recognized by the Louisiana Press Association," Herald-Guide Publisher Jonathan Menard said. "Our wonderful staff put in a lot of hours each week to make sure that we produce a newspaper that the St. Charles Parish community can be proud of."

In addition to top placement in Best Front Page, Best Layout and Design and General Excellence, the editorial staff finished on top in several major categories. Managing Editor Anna Thibodeaux had the Best Feature Story, Best Headline and Best Photo Package. Stories by Ryan Arena placed first in both Best Breaking News Story and Best Sports Story. Additionally, Arena was given the Sam Hanna Award for having the Best Regular Column.

Menard won first place in the Best News Photo category.

"Most people don't realize that the Herald-Guide is staffed with just two writers. These two, however, produce great work week in and week out, as evidenced by their first-place finishes in all major editorial categories," Menard said.

The Herald-Guide also took home a slew of major awards on the advertising side.

Art Director Kevin Orgeron and designer Alissa Zeringue had the Best Ad Campaign for their work with Majoria's Supermarket, while Zeringue and Menard teamed up to take home first place in the Staff Generated Ad and Best Online Advertising Campaign categories.

Zeringue also took home solo awards for Best In-Paper Promotion and Best Online Advertising – Single Ad, while Menard won the Best Success Story of an Ad category.

The newspaper's popular football contest also won first place for Best Multiple Advertiser Page, as did the Herald-Guide's Camera Shootout for Best Web Project.

"We have the best designers in the business within this office," Menard said. "They are able to take any idea and use their years of expertise to make it work for our advertisers. We are really proud of all they are able to accomplish each day."



Newspaper of the Year... again

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- Best Photo Package -
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Best Ad Campaign -

- In-Paper Promotion -
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General Excellence -

2nd Place Awards

- Best Breaking News Story -
- Best Feature Story -
- Best News Story -
- Best News Photo -
- Best Feature Photo -
- Best Website -
- Best Web Project -

3rd Place Awards

- Best Headline -
- Best Breaking News Story -
- Best Feature Story -
- Best Sports Column -
- Best News Photo -
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Photos by Ryan Arena/Herald Guide

Ethan Chacon (above) and his Otto Candies teammates will open play at state Friday.

Hahnville seals spot at state tourney

Will kick off play Friday morning against Lakeshore

Ryan Arena Editor
ryana@heraldguide.com

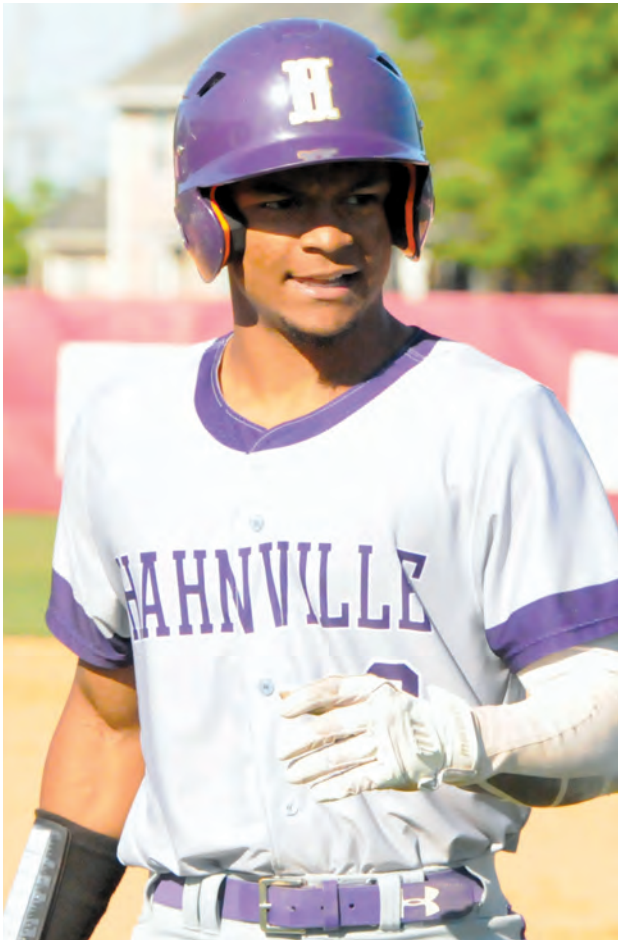
Hahnville came up a win short of winning the American Legion Second District East championship on Monday, but did enough at the tournament to punch its ticket to the Legion state tournament.

The Tigers clinched a berth at the

state tourney with a 4-1 win over Shaw on Monday afternoon, the first of what was a double-header for host Hahnville. HHS (18-14) fell to Pedal Valves (comprised of players from several schools, including several of Destrehan) in the district championship game, 7-0 – the

We got a huge performance (against Shaw) by Collin Zeringue ... it's huge for us to advance to state. It puts some validation on the work we've done this summer.

— David Baudry



Max Farrell helped propel Otto Candies to the district finals. Pedal Valves won the district, thanks in part to Avery Schexnaydre's (4) grand slam.



biggest blow coming on the bat of Avery Schexnaydre, who played for Destrehan as a senior last season – he blasted a grand slam that made it 5-0 early in the game.

Hahnville opens play at the double-elimination state tournament on Friday at 9 a.m. against Lakeshore at Delgado's Kirsch-Rooney Stadium.

A win over Chalmette, 8-2, kicked the district tournament off for HHS and, coupled with the Shaw win, earned Hahnville passage to compete at state. The Tigers other loss in the double-elimination tournament also came at the hands of Pedal Valves, 7-6.

The Tigers would have had to best Pedal Valves twice to seal the championship, as Hahnville entered with one loss and Pedal Valves none.

“When you lose a game like (the first Pedal Valves game) ... you don't know how your team will respond when in that elimination game the next day,” said Hahnville coach David Baudry. “We got a huge performance from Collin Zeringue on the mound (against Shaw). He was tiring near the end, he pitched a bit for us the day before, but he pushed through. It's huge for us to advance to the state

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Wildcats earn spot at Legion state tournament

Ryan Arena Editor
ryana@heraldguide.com

Destrehan scored three victories in Second District West tournament last week to advance to the American Legion state tournament this weekend, reaching the finals before ultimately bowing

“These guys are showing up every day, putting in the work and seizing the opportunity.”

— Chris Mire

out to St. Charles Catholic in the championship round.

Playing under its summer banner of the ES&H Wildcats, Destrehan bested East St. John 8-1, Riverside 11-1 and Litcher 3-2 to seal a top two spot in the district. SCC won the district, winning



Ahman Morris helped propel Destrehan to an American Legion state tournament berth.

the final game 6-3 and besting Destrehan 3-0 earlier in the tourney, accounting for Destrehan's two losses in the double-elimination competition.

Much of Destrehan's lineup has turned over from the prep season, but players are stepping up, making a strong district tourney showing possible after an up and down regular season this summer.

"We practice every morning, and these guys have showed up every day to put in the work," said Destrehan coach Chris Mire. "We have a lot of young guys playing for the first time. We've been up and down, but we like where we are."

Destrehan will open play at the state tournament against Jesuit at Delgado's Kirsch-Rooney Stadium. That game will begin 30 minutes after the conclusion of the day's third game, which is slated to begin at 3:30 p.m.

The Lutchter victory propelled DHS into the final game. It saw Gage Harding earn the win for DHS, going 5.2 innings and allowing one earned run on five hits. He struck out five and walked two.

Ahman Morris scored

two runs for Destrehan, while Cade Tramuta went 1-for-3 with two RBIs.

Against Riverside, a 10-run second inning gave DHS complete control, highlighted by a six RBI day by Cameron Dufrene. Dufrene hit a grand slam to highlight that second inning, while Mason Mollere (two runs, three RBIs)

Morris (two RBIs, run scored) and Riley Cardinal (2-for-3, double, triple) also made big impacts. Seth Kenney earned the win, going the complete game (five innings, four hits, six strikeouts.)

Dickie Gibbs pitched a complete game one-hitter to help steer DHS past East St. John. He allowed one earned run and struck out five. All nine DHS starters reached base in the game, with Cardinal, Mollere, Gibbs and Noah Simon each collecting two hits.

Cardinal and Simon, Mire noted, have truly asserted themselves this summer, hitting cleanup and leadoff, respectively.

The slate of foes at state includes some stiff competition: Gauthier & Amedee, Pedal Valves, Southland Hogs are powerhouses, while archrival Hahnville and St. Charles Catholic are other powerful programs awaiting along with game one opponent Jesuit.

What a rally! 7U All-Stars capture state crown



The St. Charles Parish 7U All-Stars started 0-6 this season, including a loss in the double elimination State Tournament recently. But the team rallied to win three straight games to become state champions in the Cal Ripken/Babe Ruth baseball league. Bottom Row Left to right-Caiden Clark, Caleb Brown, Brock Teravella, Watson Dufour, Travis Myers, Michael Escude, Eli Creel; top row, coaches Ryan Lagarde and Jimmy Seagle, Lathan Lagarde, Bentley Seagle, Jett Rupert, Brysen Henry, Brock Desselle, Connor Ferreras, Dominic Mitchell, Coaches Tye Creel and Bradley Clark.

STATE from 1B

tournament. It puts some validation on the work put in this summer.”

Hahnville returns to the state tourney after a two year absence.

In the win over Shaw, Zeringue extended his stellar summer season, tossing a three-hitter to earn the win on the mound.

Providing run support was an effort led by Maxwell Farrell and Brandt Dupre, who each went 2-for-3 with two RBIs. Dupre and Ethan Chacon each doubled in the game.

Hahnville took a 1-0 lead in the first inning when Farrell drove in Chacon. The lead grew to 3-0 in the fourth inning on Dupre's two RBI double. Farrell added an RBI an inning later to make it 4-0.

Later in the day, Pedal Valves jumped out for a 5-0 lead in the second inning with the help of Schexnaydre. Pedal Valves also got lifts from Destrehan seniors T.J. Thomas and Dustin Weber, each of whom collected hits.

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Southern Latte Café caters to healthier eating

Anna Thibodeaux Managing Editor
annat@heraldguide.com

In the cozy confines of Southern Latte Café in Luling are tasty menu items catering to the increasing customers who want a lighter and/or healthier menu.

Top sellers include the grilled veggie Panini, as well as avocado, bacon and shrimp salad, said owner Randy Muller. They also represent the lighter fare many people want in summer dishes.

“We have probably half of our menu and dinner, too, that is actually healthy eating,” Muller said. “We start off with breakfast with items like a turkey burrito with an egg, American cheese and turkey on a wheat tortilla shell.”

Customers are asking for items that align with keto, as well as other major plans like Weight Watchers and Sugar Busters! diets, he said.

“Everybody is watching what they’re eating,” he said. “Right after New Year’s, everybody is health conscious and it plays



Anna Thibodeaux/Herald-Guide



Top: Southern Latte Café owner Randy Muller displays their grilled veggie Panini, a top seller on their healthy menu.
Above: The restaurant’s avocado, bacon and shrimp salad, another healthy dish requested by customers.

Which diet are you on?

- » **Keto or ketogenic:** Low carbs, high-fat diet to help burn fat more effectively and cause the body to produce fuel molecules called ketones as an alternative fuel source when blood sugar or glucose is in short supply. Avoid starches and sugar.
- » **Weight Watchers:** Uses a point system with food and a support system to get weight off and keep it off by joining Weight Watchers.
- » **Sugar Busters!:** A high fiber diet based on fruit, vegetables, proteins and whole grains. No refined sugar allowed. The plan emphasizes food with a low glycemic index to promote blood sugar levels.

a really big factor because we’re trying to achieve a healthy menu here. Most of our items are healthy, low calorie and health conscious.”

It’s by design.

“Every year we try to come up with at least two new items for our menu that are health conscious or low fat,” Muller said.

It’s how the shrimp salad came on the menu this year and customer demand is keeping it there.

With the keto diet, Muller said customers can get a couple of egg patties with feta, American, cheddar or blue cheese with turkey or ham (98 percent fat free) – no bread. There are other options, but this item has proven popular with people on this diet.

A popular lunch item is the veggie Panini, which has hand-cut veggies including eggplant, bell pepper (usually red or yellow), and zucchini – marinated in olive oil and seasonings grilled from scratch. It can be served with homemade pesto or garlic mayonnaise if desired and put on Ciabatta white or wheat. If watching calories, skip the mayo.

Want a combo? Muller said this delicious sandwich can come with veggie chips or a side salad.

SOUTHERN LATTE ON 6B

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Above, Madeleine Neske with her art on display. Below, a few of Donna Nassar's oil paintings.



Local artists displaying works in the parish

The tantalizing colors and textures of the works of two St. Charles Art Guild members will be on display through Nov. 5.

Donna Nassar's oil paintings are on display at the St. Charles Parish Hospital in Luling. Some 16 pieces are available for viewing and sale.

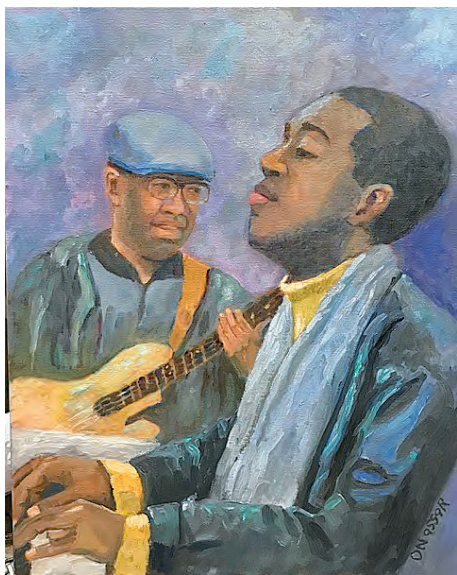
Madeleine Neske's works are on display at Plantation View Medical Offices, also in Luling.

Neske is an expressionistic landscape painter who works in acrylics. Her pieces include lush landscapes like “Bayou Amulets” and “Swamp Sunflowers.”

The St. Charles Art Guild is amongst the oldest and still functioning art guilds in the metropolitan New Orleans area. It was established in 1968 by Mariann Burns, Laura Wilk and Claire Van Wirt. Charter members were Travis Pitchford and nationally known Mississippi mud clay artist Lorraine Gendron.

The guild's first show and sale was conducted in 1968. Soon, Fall and Spring shows became season attractions assisted by business support.

Guild members were responsible for and supported volunteer art programs and lessons in the local school system long before art was officially programmed into the St. Charles Parish



School System. The St. Charles Women's Club invited the Art Guild's members to create murals for the walls of the Special Education School that was in existence at the time.

Today, the St. Charles Art Guild provides members with timely opportunities to display and market art for fun and profit through adult workshops, kids' camps, showcases, instructional demonstrations at their meetings, field trips, and paint-outs.

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“Every year we try to come up with at least two new items for our menu that are health conscious or low fat.”

— Randy Muller

SOUTHERN LATTE FROM 4B

The popular avocado, bacon and shrimp salad has fast become a summer favorite, he said. Fresh grilled shrimp tops this dish served with a fat free balsamic vinegar dressing or fat free strawberry vinaigrette dressing, as well as a homemade house dressing. The cheese can be feta, blue cheese, Parmesan or cheddar.

Want a combo on this one, too? It comes with water or tea, which Muller recommended decaf strawberry kiwi tea for a refreshing taste.

Can't have seafood? Muller said their other salads are equally healthy and tasty. Their grilled chicken Caesar salad is another popular item.

Muller is looking at the breakfast menu, too.

New items like egg whites and a breakfast bowl, which customers are asking about, could be coming.

Also, having a busy schedule doesn't mean sacrificing a healthier menu either.

“If you're running late or work, give us a call and place your order over the

phone at (985) 308-1472,” Muller said.

They also launched their online menu six months ago, which he said has been popular for a lot of people running late for work and still wanting their healthy dish. By starting a small account on the café's Facebook page, it remembers items ordered so can take less than a minute to place an order.

“All you have to do is tell us the order and it's ‘Hi and bye,’” he said. “You're order is ready. You can do it for coffee, breakfast or lunch.”

Visit www.southernlattecafe.com to make an order and try it out.

It's a good fit for Southern Latte Café with its evolving menu catering to changing tastes for the lighter menu.

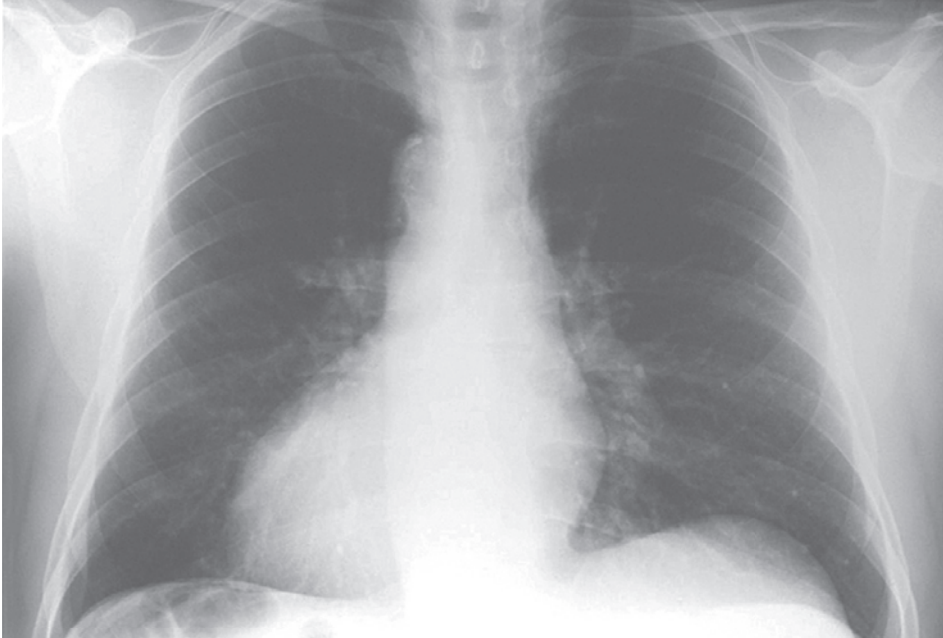
“Let us all do the hard work. All you have to do is order,” Muller said. “The only thing you have to do is enjoy.”

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Anna Thibodeaux/Herald-Guide

Southern Latte Cafe's avocado, bacon and shrimp salad.

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Happy 4th from Kenley!



The Faucheux family.



Ryan and Brooklyn get ready to celebrate the 4th.



Addison, Chloe, Aubrey Justice, Jackie and Casper.



Austin and Hayden Hale fish at the campground.



Eviee and Miabella celebrate the 4th.



Talon and Olivia Grasperge with their fireworks.



Regina Allemmand, Valerie Dauphin, Melinda Eitmann enjoy the parish's fireworks show.



Herald-Guide

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MEMORIES

Photos submitted by fans of the St. Charles Herald-Guide's Facebook page.

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JT, Will, Ella, Ava and Tate Terrell.



Hailey Jane is unimpressed with the fireworks.



Beckham and Harlow's first 4th of July.



Deannie and Glenn Nicholas.



Harper and Cooper Gre'aud enjoy the 4th.



Patricia, Sylvia, Gus and Briar Schmill on Lake Hamilton.



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Application Deadline: July 15, 2019 at 12:00 Noon

View position notice on the school district's website:
www.stcharles.k12.la.us or call (985)785-3110

Prayers

"HOLY SPIRIT,

you who solve all problems, who light all roads so that I can attain my goals. You who give the divine gift to forgive and forget all evil against me and that in all instances of my life you are with me. I want in this short prayer to thank you for all things and to confirm once again that I wish to be with you in eternal glory. Thank you for your mercy toward me and mine." This prayer must be said for 3 consecutive days. After days the favor requested will be granted, even if it may appear difficult. This prayer must be published immediately after the favor is granted with out mentioning the favor.

S.H.

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Prayers

Prayers

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Edna Matherne

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phogan@stcharlesgov.net

Public Notice

ADVERTISEMENT FOR BIDS

Port of South Louisiana, (herein referred to as the "Owner") hereby solicits sealed bids for the **Runway 17-35 Rehabilitation, Port of South Louisiana Executive Regional Airport** project described as follows:

STATEMENT OF WORK (PEC Project No. 11378.05): *Runway Cold Milling, Asphaltic Pavement Overlay, Runway Edge Light Adjustments, and Pavement Marking*

Sealed Bids shall be addressed to the Attn: Paul G. Aucoin, Sealed Bid Enclosed - Runway 17-35 Rehabilitation, Port of South Louisiana Executive Regional Airport, Contractor's License Number and Contractor's name should be printed outside of the sealed bid and delivered to **171 Belle Terre Blvd, LaPlace, LA 70068** not later than **2:00 p.m. on the 24th day of July, 2019**. Any bid received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at **2:00 p.m. on the 24th day of July 2019, at the Port of South Louisiana Office** located at **171 Belle Terre Blvd, LaPlace, LA 70068**.

A PRE-BID CONFERENCE WILL BE HELD:

TIME & DATE: 2:00 p.m., July 16, 2019
LOCATION: Port of South Louisiana Executive Regional Airport
355 Airport Road
Reserve, LA 70084

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

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

In accordance with La R.S. 22:12B.(5) Written evidence of the authority of the person signing the bid for public works shall be submitted at the time of bidding. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

(a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.

(b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.

(c) The legal entity has filed in the appropriate records of the secretary of state of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

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

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

All required Certificates of Liability Insurance shall list the Port of South Louisiana as "additionally insured".

The Owner reserves the right to reject any and all bids for just cause; such actions will be in accordance with Title 38 of the Louisiana Revised Statutes. In accordance with R.S. 38:2212 (A)(1)(b), the provisions and requirements stated in the Bidding Documents shall not be waived by any entity.

In accordance with R.S. 38:2212 (A)(1)(b), the provisions and requirements stated in the Bidding Documents shall not be waived by any entity.

It is the policy of the Department of Transportation (DOTD) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. All bidders shall make good faith efforts, as defined in 49 CFR Part 26, Regulations of the Office of Secretary of Transportation, to subcontract **7.75%** of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

The proposed contract is subject to the Buy American provision under 49 USC § 50101;

The proposed contract is under and subject to executive Order 11246 of September 24, 1965. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Specifications. Affirmative Action Requirements as well as goals for minority and female participation on contracts and subcontracts of \$10,000 or more are established within the Specifications.

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

The successful bidder will be required to submit Certifications regarding Foreign Trade Restrictions under 49 CFR part 30, Government Wide Debarment and Suspension as per 2 CFR part 180 and Non-segregated Facilities as per 41 CFR § 60-1.8. Attention to Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Davis Bacon Act Requirements.

The proposed contract is subject to applicable provisions of the Drug-Free Workplace Act.
All applicable Federal, State, Local laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Notice is hereby given that the project is funded through Federal and State Grants which funds will not be available at the time of bidding. The Owner may reject all bids and cancel this solicitation should adequate funding not be secured within 60 days after bid opening. The time limits stipulated in LA. R.S. 38:2215(D) do not apply based upon the statutory exception that "the contract is to be financed in whole or in part by federal or other funds which will not be readily available at the time bids are opened."

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

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

OWNER
Port of South Louisiana

BY: /s/ Paul Aucoin, Executive Director

PUBLICATION/DATES:
June 27, 2019
July 4, 2019
July 11, 2019

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON JULY 11, 2019 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR: **TABLED CASES: 2019-7-SPU** requested by **Clayton Fauchaux, Jr.** for a single-family dwelling at **15239 Highway 90, Paradis**, Zoning District C-2. Council District 4.

2019-8-SPU requested by **Mary Masingill & Susan Lawson** for a public stable at **10282 River Road, St. Rose**, Zoning District O-L, Zoning District 5.

PUBLIC HEARING: 2019-7-HOP requested by **Debra Preston** for a home occupation – "On Site Notary Services, LLC" a notary public at **1019 Gassen St., Luling**, Zoning District R-1A, Council District 7

2019-8-R requested by **Thomas LeBlanc/Diana Michel** for a change in zoning classification from C-3 and R-1A(M) to R-1M at Lot 3-B, Coteau de France **17344 Highway 90, Des Allemands**, Council District 4.

2019-9-R requested by **Chase Oddo** for a change in zoning classification from R-1A to C-3 on Lot P4-A2-A, Pap's Place Subdivision **15717 River Road, Hahnville**, Council District 1.

2019-12-MIN requested by **Dennis Dorsey** for resubdivision of Lots 10-B, 11-A and 11-B, Addition to Mosella Subd. Into Lots 10-B1, 11-A1, 11-B1, and 11-B2. Zoning District R-1A(M), Council District 4

2019-10-R requested by **Dennis Dorsey** for a change in zoning classification from R-1A(M) to C-3 on proposed Lot 11-B2, Addition to Mosella Subd. Boutte. Council District 4.

2019-11-R requested by **Fairview Development, LLC** for a change in zoning classification from C-3 to M-1 on Lot Z-1-B-1 and an unnamed portion of the John Lambert Tract, St. Rose. Council District 5.

2019-12-R requested by **Renton Properties, LLC** for a change in zoning classification from C-3 to M-1 of portions of Lots 1, 2, 3 and 4 of the John Lambert Tract, St. Rose. Council District 5.

2019-13-R requested by **Mark Guidry** for a change in zoning classification R-1A to R-2 on Lot D, Almedia or Patterson Plantation Subdivision **140 Almedia Rd., St. Rose** Council District 5.

2019-7-MAJ requested by **310 Development, LLC/P&L Investments, IX** for Construction Approval of 17 lots adjacent to 405 Alpha Drive, Destrehan. Zoning District C-2/M-1. Council District 2

2019-8-MAJ requested by **310 Equity, LLC** for Preliminary Plat approval of Saints Place a 58 lot major subdivision in Destrehan. Zoning District C-2/M-1. Council District 2

2019-6-ORD requested by **Paul J. Hogan, PE, Councilman At Large, Div. B** for an ordinance to amend the Code of Ordinances for the Parish of St. Charles, Appendix A, Zoning Ordinance of 1981, Section III. Definitions by adding Floats, and amending Section IV. General provisions, by adding restrictions for Floats.

ALTERNATE DATE: NONE
PUBLISH: 6/27, 7/4, 7/11

Public Notice

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

The St. Charles Parish, Zoning Board of Adjustment will meet on July 18, 2019 at 7:00 p.m. at the St. Charles Parish Courthouse, Council Chamber to hear **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 Trailway Dr., Hahnville**, Zoning District R-1A, Council District 1.

2019-22-ZBA requested by **Randall & Pamela Ryan** to reduce the required front yard setback from 12 ft. to 5 ft. on a corner lot at **9 Holster Lane, St. Rose**, Zoning District R-1A, Council District 5.

2019-23-ZBA requested by **Kaileen Dufrene** to reduce the required base flood elevation from AE+6 ft. to 12 inches at **208A Matthew Dr., Des Allemands**, Zoning District R-1AM, Council District 4.

ALTERNATE DATE: July 25, 2019
PUBLISH: 7/4, 7/11, 7/18

Public Notice

**PUBLIC NOTICE
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ)
DIAMOND GREEN DIESEL, LLC / GREEN DIESEL PLANT
DRAFT WATER DISCHARGE PERMIT**

The LDEQ, Office of Environmental Services, is accepting written comments on a draft Louisiana Pollutant Discharge Elimination System (LPDES) permit prepared for Diamond Green Diesel, LLC, Green Diesel Plant, P.O. Box 498, Norco, Louisiana 70079. The facility is located at **14891 East Airline Drive in Norco, St. Charles Parish**. Upon the effective date of the final permit, the LPDES permit shall replace the previously issued LPDES permit.

The principal discharge from this existing source is made into Bayou Labranche via local drainage, then to Cross Bayou Canal, waters of the state classified for primary contact recreation, secondary contact recreation, and fish and wildlife propagation. Under the SIC Code 2869, the applicant proposes to discharge utility wastewaters, miscellaneous non-process wastewaters, post first-flush process area stormwater runoff, non-process area stormwater runoff, and previously monitored hydrostatic test wastewater (Outfall 001) and utility wastewaters, miscellaneous non-process wastewaters, non-process area stormwater runoff, and previously monitored hydrostatic test wastewater (Outfalls 002 and 003) from an existing renewable diesel manufacturing facility.

During the preparation of this permit, it has been determined that the discharge will have no adverse impact on the existing uses of the receiving waterbody. As with any discharge, however, some change in existing water quality may occur.

Comments and requests for a public hearing or notification of the final decision can be submitted via personal delivery, U.S. mail, email, or fax. **Comments and requests for public hearings must be received by 4:30 pm CST, Thursday, August 15, 2019.** Delivery may be made to the drop-box at 602 N. 5th St., Baton Rouge, LA 70802. U.S. Mail may be sent to LDEQ, Public Participation Group, P.O. Box 4313, Baton Rouge, LA 70821-4313. Emails may be submitted to DEQ.PUBLICNOTICES@LA.GOV and faxes sent to (225) 219-3309. Persons wishing to receive notice of the final permit action must include a complete mailing address when submitting comments.

Please see additional instructions for comment submission, hand delivery and information regarding electronic submission at <http://www.deq.louisiana.gov/page/the-public-participation-group> or call (225) 219-3276.

If LDEQ finds a significant degree of public interest, a public hearing will be held. LDEQ will send notification of the final permit decision to the applicant and to each person who has submitted written comments or a written request for notification of the final decision.

The application (including associated correspondence), draft permit, and statement of basis are available for review at the LDEQ, Public Records Center, 602 North 5th Street, Baton Rouge, LA. Viewing hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday (except holidays). **The available information can also be accessed electronically on the Electronic Document Management System (EDMS) on the DEQ public website at www.deq.louisiana.gov.**

Inquiries or requests for additional information regarding this permit action should be directed to Sonja Loyd, LDEQ, Water Permits Division, P.O. Box 4313, Baton Rouge, LA 70821-4313, phone (225) 219-3232.

Persons wishing to be included on the LDEQ permit public notice mailing list, wishing to receive the permit public notices via email by subscribing to the LDEQ permits public notice List Server, or for other public participation related questions should contact the Public Participation Group in writing at LDEQ, P.O. Box 4313, Baton Rouge, LA 70821-4313, by email at DEQ.PUBLICNOTICES@LA.GOV or contact the LDEQ Customer Service Center at (225) 219-LDEQ (219-53337).

Permit public notices including electronic access to the draft permit and statement of basis can be viewed at the LDEQ permits public notice webpage at <http://www.deq.louisiana.gov/public-notices> and general information related to the public participation in permitting activities can be viewed at <http://www.deq.louisiana.gov/page/the-public-participation-group>.

All correspondence should specify **At Number 168018, Permit Number LA0126349, and Activity Number PER20170003.**

Publish: July 11, 2019

Public Notice

Public Notice

"I, Stacy Williams, DOC #363273, have applied for clemency for my convictions of man-slaughter. If you have any comments, contact the Board of Pardons (225)342-5421."

Publish: July 11, 18 & 25, 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, St. 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 resubdivision 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**

Public Notice

ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, JULY 22, 2019, 6:00 P.M.,
COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:

2019-0195 (7/1/19, Cochran, C. Fauchaux)
An ordinance to approve and authorize the execution of a construction contract with Hard Rock Construction, LLC for Parish Project Number P180501, Highway 90 Sinkholes Remediation, in the amount of \$163,955.40.
2019-0205 (7/1/19, Hogan)
An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Chapter 5 Boats, Docks and Waterways, Section 5-5 Abandoned vessels in parish waterways.
2019-0213 (7/1/19, Fisher-Perrier)
A resolution to amend the Parish Council Rules to provide further clarification therein.

ORDINANCES INTRODUCED FOR
PUBLICATION, PUBLIC HEARING, &
ADOPTION, BY THE ST. CHARLES
PARISH COUNCIL AT THE PUBLIC
MEETING ON MONDAY, JULY 22, 2019,
6:00 P.M., COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:

2019-0210 (7/1/19, Cochran, G. Dussom)
An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Council on Aging Program (2); Road Lighting District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish.
2019-0211 (7/1/19, Cochran, G. Dussom)
An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for the purpose of maintaining, operating, constructing, improving and supporting public libraries of said Parish.

PUBLISH: July 4, 11, 18, 2019

Public Notice

NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on July 24, 2003, a certain Mortgage was executed by Henry I. Samuel and Josephine Rubin Samuel, as mortgagors in favor of Financial Freedom Senior Funding Corporation, a Subsidiary of Lehman Brothers Bank, FSB as mortgagee, and was recorded on July 31, 2003 in Book 950, Page 615, in the Office of the Mortgage Records of the Clerk of Court, St. Charles Parish, Louisiana. Thereafter, an Adjustable Rate Second Mortgage in favor of Secretary of Housing and Urban Development was executed on July 24, 2003 and recorded on July 31, 2003 in Book 950, Page 622, in the Office of the Mortgage Records of the Clerk of Court, St. Charles Parish, Louisiana; and

WHEREAS, the Mortgage was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act, 12 U.S.C. § 1707 et seq., for the purpose of providing single family housing; and

WHEREAS, the Mortgage is now owned by the Secretary, pursuant to an assignment dated May 7, 2015 and recorded on May 21, 2015 at Book 1618, Page 331 at Entry Number 405892 in the office of the Mortgage Records of the Clerk of Court, Orleans Parish, Louisiana; and

WHEREAS, a default has been made in the covenants and conditions of the Mortgage in that the borrowers, Henry I. Samuel is deceased as of November 24, 2013 and Josephine Rubin Samuel is deceased as of February 23, 2018. As such, the property is not the principal residence of a surviving borrower; and

WHEREAS, the entire amount delinquent as of June 21, 2019 is \$134,462.62.

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Mortgage to be immediately due and payable;

NOW THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. § 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on April 3, 2017, in Book 3386, Page 281, at Instrument No. 11712816, Parish of Orleans, State of Louisiana, notice is hereby given that on **July 25, 2019 at 1:15 pm** local time, all real and personal property at or

used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder:

TWO CERTAIN LOTS OR PORTIONS GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, prescriptions, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River, which lots are designated by the NUMBERS ONE (1) AND TWO (2) of SQUARE "E", in what is known is KELLER ACRES SUBDIVISION, at Hahnville, being a portion of Section 26, T13S, R20 East, as per plan of subdivision by E.M. Collier, Surveyor, dated October 1952, a copy of which is filed in the Office of the Clerk of Court and Recorder for reference; according to which plan said lots having the following dimensions: Lot One (1) in Square "E" has a width of Seventy (70') feet fronting Julia Street, by a depth of Ninety-Five and 5/10 (95.5') along rear line of Lots five (5) and Six (6) in Square 10, and a depth of Ninety-Six and 3/10 feet (96.3') along line of Lot Two (2) in Square "E". Lot Two (2) in Square "E" has a width of Fifty (50') feet fronting on Julia Street, by a depth of Ninety-Six and 3/10 feet (96.3') along line of Lot One (1) in Square "E", and a depth of Ninety-seven and 2/10 feet (97.2') along side line of Lot Three (3) in Square "E".
Which has the address of 422 Julia Street, Hahnville, Louisiana 70057
The sale will be held at 422 Julia Street, Hahnville, Louisiana 70057.
There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his prorata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, all bidders except the Secretary must submit a deposit totaling **\$13,446.26** [10% of the Secretary's bid] in the form of a certified check or cashier's check made out to the Secretary HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of **\$13,446.26** must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them.

The Secretary may grant and extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500.00, paid in advance. The extension fee shall be in the form of a certified or cashier's check made payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due.

If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to HUD for any costs incurred as a result of such failure. The Commissioner may, at the direction of the HUD representative, offer the property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

The scheduled foreclosure sale shall be cancelled or adjoined if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD, before public auction of the property is completed.

The amount that must be paid if the mortgage is to be reinstated prior to the scheduled sale is \$134,462.62 **as of July 25, 2019, plus** all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien records searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement.

Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below:

Date: 06/21/19

Foreclosure Commissioner
SHAPIRO & DAIGREPONT, L.L.C.
Penny M. Daigrepont, Attorney
Louisiana Bar Roll Number 30464
Remy Symons, Attorney
Louisiana Bar Roll Number 34553
3510 N. Causeway Blvd., Suite 600
Metairie, LA 70002
Phone (504) 831-7726
Fax (504) 837-7622

Publish: July 4, 11 & 18, 2019

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 court-house 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 POERTION 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

Legal notice deadline is every
Friday at 3pm for the following week
legals@heraldguide.com

Public Notice

NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on August 4, 1995, a certain Mortgage was executed by Mable Randolph Williams, as mortgagor in favor of Home Mortgage Corporation as mortgagee, and was recorded on August 11, 1995, at Book 593, Folio 260, in the Office of the Mortgage Records of the Clerk of Court, St. Charles Parish, Louisiana; and

WHEREAS, the Mortgage was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act, 12 U.S.C. § 1707 et seq., for the purpose of providing single family housing; and

WHEREAS, the Mortgage is now owned by the Secretary, pursuant to an assignment dated July 13, 2005 and recorded on July 28, 2005 at Book 1092, Folio 408 in the office of the Mortgage Records of the Clerk of Court, St. Charles Parish, Louisiana; and

WHEREAS, a default has been made in the covenants and conditions of the Mortgage in that the borrower is deceased as of January 17, 2008 and the property is not the principal residence of at least one surviving borrower; and

WHEREAS, the entire amount delinquent as of June 21, 2019 is \$120,488.67.

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Mortgage to be immediately due and payable;

NOW THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. § 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on April 3, 2017, in Book 3386, Page 281, at Instrument No. 11712816, Parish of Jefferson, State of Louisiana, notice is hereby given that on **July 25, 2019 at 1:45 pm** local time, all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA, designated as LOT NO 3 IN SQUARE "B" of PRESTON HOLLOW SUBDIVISION, as per plan thereof prepared by J.J. Krebs & Sons, Inc., dated 10/16/68 said square is bounded by Mockingbird Lane, Beverly Drive, Turtle Creek Lane (side), and Mockingbird Lane (side), said Lot 3 commences at a distance of 1065.00 feet from the corner of Mockingbird Lane and Beverly Drive, and measures thence 60 feet front on Mockingbird Lane, same width in the rear, by a depth of 94.09 feet between equal and parallel lines.

Which has the address of 221 Mockingbird Lane, Street Rose, La 70087

The sale will be held at 221 Mockingbird Lane, Street Rose, La 70087.

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his prorata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, all bidders except the Secretary must submit a deposit totaling **\$12,048.87** [10% of the Secretary's bid] in the form of a certified check or cashier's check made out to the Secretary HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of **\$12,048.87** must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them.

The Secretary may grant and extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500.00, paid in advance. The extension fee shall be in the form of a certified or cashier's check made payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due.

If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to HUD for any costs incurred as a result of such failure. The Commissioner may, at the direction of the HUD representative, offer the property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

The scheduled foreclosure sale shall be cancelled or adjoined if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD, before public auction of the property is completed.

The amount that must be paid if the mortgage is to be reinstated prior to the scheduled sale is \$120,488.67 as of **July 25, 2019, plus** all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for

posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien records searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement.

Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

Date: 06/21/19

Foreclosure Commissioner
SHAPIRO & DAIGREPONT, L.L.C.
Penny M. Daigrepont, Attorney
Louisiana Bar Roll Number 30464
Remy Symons, Attorney
Louisiana Bar Roll Number 34553
3510 N. Causeway Blvd., Suite 600
Metairie, LA 70002
Phone (504) 831-7726
Fax (504) 837-7622

Publish: July 4, 11 & 18, 2019

Public Notice

ADVERTISEMENT: " Fresh Fruits and Vegetables"

Publication Dates: 1st Printing – July 11, 2019
2nd Printing – July 18, 2019

ST. CHARLES PARISH SCHOOL BOARD
ADVERTISEMENT FOR BID

The St. Charles Parish School Board, Child Nutrition Programs, 13855 River Road, Luling, Louisiana 70070, will receive monthly quotes during the 2019-2020 school session for Fresh Fruits and Vegetables. We are requesting prices on all items listed on our Fresh Fruits and Vegetables monthly quote.

Request for produce quote will go out to prospective bidders at least two-three weeks prior to the bid cycle. All cycles run from the beginning to end of the month.

The St. Charles Parish School Board reserves the right to reject any and all quotes and to increase or decrease items or quantities.

Monique Age-Romero, CNP Director
St. Charles Parish School Board
13855 River Road
Luling, Louisiana 70070
Telephone: (985) 785-3179
Fax: (985) 785-3182

USDA Non-Discrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.aphis.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

St. Charles Parish Public Schools Child Nutrition Programs participates in the USDA program. Catalog of Federal Domestic Assistance - #10.555, Title: National School Lunch Program (NSLP), #10.553, Title: School Breakfast Program (SBP), USDA, Code of Federal Regulations (CFR), 7 CFR Part 210, 220 and Part 3052. Louisiana Food and Nutrition Programs, Policies of Operation, Bulletin No. 1196

Public Notice

NOTICE OF OPPORTUNITY
FOR PUBLIC COMMENT ON PROPOSED
SETTLEMENT AGREEMENT BETWEEN
THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
AND BUNGE NORTH AMERICA, INC.

The Louisiana Department of Environmental Quality and Bunge North America, Inc. (Respondent), Agency Interest Number 103295, have entered into a proposed settlement agreement, Settlement Tracking No. SA-AE-19-0007, concerning the State's allegations of environmental violations by Respondent at its facility in St. Charles Parish, Louisiana, which allegations are set forth in Consolidated Compliance Orders & Notices of Potential Penalty, Enforcement Nos. AE-CN-13-00028 and AE-CN-15-00682, and Amended Consolidated Compliance Orders & Notices of Potential Penalty, Enforcement Nos. AE-CN-15-00682A and AE-CN-15-00682B.

The Department of Environmental Quality will accept comments on the proposed settlement for the next forty-five (45) days. The public is invited and encouraged to submit written comments to the Louisiana Department of Environmental Quality, Office of the Secretary, Legal Division, Post Office Box 4302, Baton Rouge Louisiana 70821-4302, Attention: Oscar Magee, Attorney. All comments will be considered by the Department of Environmental Quality in reaching a decision on whether to make the settlement final.

Terms and conditions of the proposed settlement agreement may be reviewed on the Department of Environmental Quality's website at www.deq.louisiana.gov, by selecting *About LDEQ, Enforcement, and Settlements*. The document may also be viewed at, and copies obtained from, the Louisiana Department of Environmental Quality, Public Records Center, Room 127, Galvez Building, 602 North Fifth Street, Baton Rouge, Louisiana 70802. To request a copy of the proposed settlement, submit a completed Public Record Request Form (DEQ Form ISD-0005-01). The form and instructions for completion may be found on the DEQ Website at the following address: <http://deq.louisiana.gov/assets/docs/General/PublicRecordsRequestForm.pdf>, or by calling the Customer Service Center at 1-866-896-5337.

Pursuant to L.A. R.S. 30:2050.7(D), the Department of Environmental Quality may hold a public hearing regarding this proposed settlement when either of the following conditions are met: 1) a written request for public hearing has been filed by twenty-five (25) persons, by a governmental subdivision or agency, or by an association having not less than twenty-five (25) members who reside in the parish in which the facility is located; or 2) the secretary finds a significant degree of public interest in this settlement.

For further information, you may call the Legal Division of the Louisiana Department of Environmental Quality at (225) 219-3985.

Publish: July 11, 2019

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
ANH NGOC 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 court-house 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 properly, 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 - SHERIFF & 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

Sheriff's Sale

SHERIFF'S SALE
STATE OF LOUISIANA
PARISH OF ST. CHARLES
SUIT NO. 85,149-C
DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS TRUSTEE
FOR AMERIQUEST MORT-
GAGE SECURITIES INC.,

ASSET-BACKED PASS-THROUGH
CERTIFICATES, SERIES 2004-R10
VS
MALCOLM CLARK, JR.

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 20, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the court-house of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, AUGUST 14, 2019, at 10:00 a.m., to the last and highest bidder for cash, the following described property, to wit:

That certain piece or portion of ground, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto, situated in the Luling St. Charles Parish, Louisiana, being located in portions of sections 10, 11,

53 and 54, township 13 south, range 21 east and portions of sections 88, 89 and 90, township 13 south, range 20 east, in what is known as Luling Estates Sub-division, and according to survey prepared by Charles E. Meyer dated 9/1/70, revised 4/5/71, copies of which are on file in the office of the clerk of court and ex-officio, recorder of the Parish of St. Charles, for reference, and according to said survey said lot is designated as lot no. 3 of square “C” and said lot 3 measures thence 60 feet front on Luling Estates Drive, the same width in the rear, with a depth of 101.43 feet along the side line nearest Second Street, and 101.535 feet along the side line nearest Hackberry Lane. According to a survey by Don A. Garland, C.E., dated April 10, 1976, a copy of which is annexed hereto, the above described property has the same measurements, designation and location as herein above set forth, and said property is bounded by Luling Estates Drive, Second Street, Hackberry Lane and Paul Maillard RoM (eastern boundary of subdivision) and commences at a distance of 67.01 feet from the corner of Hackberry Land and Luling Estates Drive.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FIFTY-FIVE THOUSAND ONE HUNDRED THIRTY-FOUR AND 17/100 (\$55,134.17) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

Terms and conditions of sale: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE - SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: JULY 11, 2019
AUGUST 8, 2019
ATTORNEY FOR PLAINTIFF:
COREY J. GIROIR
13541 TIGER BEND ROAD
BATON ROUGE, LA 70879
225-756-0373
SCSO-CIV-209-0402

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

PLACE YOUR CLASSIFIED AD
FOR LESS THAN YOU THINK

St. Charles
HERALD-GUIDE

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 eighty six cents (\$43.96) per cubic yard will be assessed. An administration fee of \$36.63 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CIP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve-month period ending each November. The change shall become effective beginning with the period ending November 30, 2000. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees.

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

Wells Fargo Bank, NA c/o Candace Bowen Mier
316 Milling Ave. (Lot 9, Sq. 102) Ellington Addition to Town of Luling
Nature of violation: Grass cutting & removal of debris

Timothy Warren (Luling Parkway)
832 Mongrue St. (Lot 15,16,17 Sq. F)
Nature of violation: Grass cutting & removal of debris

Stanley Keller
137 Schesnayder Lane (A certain portion of ground 90 x 180)
Nature of violation: Grass cutting & removal of debris

PUBLISH: July 11, 2019

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF JUNE 17, 2019, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish

Meeting Minutes

Parish Council

St. Charles Parish

Courthouse

15945 Highway 14

P.O. Box 302

Hahnville, LA 70057

985-743-5900

www.stcharlesparish-la.gov

Final

Council Chairman Julia Fisher-Perrier

Councilmembers Wendy Benedetto, Paul J. Hogan,

Terrell D. Wilson, Mary K. Clulue, Dick Gibbs,

William Billy Woodruff, Marilyn B. Bellock, Traci A. Fletcher

Monday, June 17, 2019

5:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present

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

Also Present

Parish President Larry Cochran, Executive Secretary Robin Delehoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director Darin Duhe, Executive Director Dwayne LaGrange, Finance Director Grant Dussom, Public Works/Wastewater Director Clayton Fauchoux, Senior Projects Manager Sam Scholte, Grants Officer Carla Chiasson, Heather Keller, Public Information Office

CALL TO ORDER

Meeting called to order at 5:01 pm.

PRAYER / PLEDGE

Pastor Thomas Hines

Hope Church, Destrehan

APPROVAL OF MINUTES

A motion was made by Councilmember Fletcher, seconded by Councilmember Gibbs, to approve the minutes from the regular meeting of June 3, 2019. The motion carried by the following vote:

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

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2019-0178

In Recognition: Roland Champagne, Jr., St. Charles Parish Employee

Sponsors: Mr. Cochran

Read

2019-0179

In Recognition: Jeani Domengeaux, Jr., St. Charles Parish Employee

Sponsors: Mr. Cochran

Read

2019-0180

In Recognition: Darlene Brown, St. Charles Parish Employee

Sponsors: Mr. Cochran

Read

2019-0169

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.

Sponsors: Mr. Cochran and Bond Counsel

Chairman Fisher-Perrier asked Mr. Jerry Osborne, Bond Counsel, to explain the revisions to the revised version before the vote is cast.

Mr. Jerry Osborne, representing Foley & Judell, L.L.P., spoke on the matter.

A motion was made by Councilmember Benedetto, seconded by Councilmember Wilson, to accept the revised version of File No. 2019-0169. The motion carried by the following vote:

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

Nay: 0

Amended

2019-0169

An ordinance providing for the issuance and sale of not exceeding Five Hundred Forty Thousand Dollars (\$540,000) 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.

Sponsors: Mr. Cochran and Bond Counsel

Reported:

Parish President Recommended: Approval

Bond Counsel Recommended: Approval

Mr. Osborne spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

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

Nay: 0

Enactment No: 19-6-5

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2019-0181

River Parishes Tourist Commission

Discussion: to defer File No. 2019-0181 until a later date

Report Deferred

2019-0182

Grants Office

Grants Officer Carla Chiasson

Councilwoman Bellock spoke on the matter.
Ms. Chiasson spoke on the matter.
Councilman Wilson spoke on the matter.
Chairman Fisher-Perrier spoke on the matter.

Reported

Councilman Hogan called Point of Order.
Chairman Fisher-Perrier spoke on the matter and referred to Legal Director Robert Raymond to speak on the matter.
Mr. Raymond spoke on the matter.
Chairman Fisher-Perrier discussed the matter with Mr. Raymond.
Mr. Raymond spoke on the matter.
Councilman Hogan motioned to temporarily suspend Council Rule 14.
Chairman Fisher-Perrier spoke on the matter.
Councilman Hogan restated his motion.
Chairman Fisher-Perrier stated the Motion. Motion failed for a lack of a second.

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER-PERRIER AUTHORIZED THAT THE ORDINANCES AND RESOLUTION, 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, JULY 1, 2019, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2019-0183

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 improves conveyance capacity in a canal in the vicinity of Destrehan Pump Station (P.S.) No. 2. (Parish Project Number P190507).

Sponsors: Mr. Cochran and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 1, 2019

2019-0184

An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Shread-Kyrkendall & Associates, Inc., for providing all necessary professional engineering services for a project that installs new 48-inch and 54-inch storm sewers along Fifth Street from Spruce Street to Engineer's Canal in Norco. (Parish Project Number P190506).

Sponsors: Mr. Cochran and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 1, 2019

2019-0190

A resolution authorizing the Chairman or the Secretary to offer an **OBJECTION** to Mile 131, LLC, MVN-2018-1525EPP, WQC 190528-01 for a permit to install and maintain a new barge fleet consisting of nine (9) tiers of river barges, five (5) barges wide secured by steel monopolies, work shall be conducted by barge mounted crane, left descending bank of the Mississippi River, at about 131 miles above Head of Passes, in Montz, in St. Charles Parish, Louisiana.

Sponsors: Ms. Fletcher

Publish/Scheduled for Public Hearing to the Parish Council on July 1, 2019

2019-0193

An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Picciola & Associates, Inc., for providing all necessary professional engineering services for a project that increases the trash screen capacity and the size of the sump into Destrehan Pump Station (P.S.) No. 2. (Parish Project Number P181101).

Sponsors: Mr. Cochran and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 1, 2019

2019-0194

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 definition of Holiday.

Sponsors: Mr. Hogan

Publish/Scheduled for Public Hearing to the Parish Council on July 1, 2019

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2019-0174

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.

Sponsors: Mr. Cochran and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Senior Projects Manager Sam Scholte spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Scholte spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 19-6-6

Councilman Hogan called Point of Order.
Chairman Fisher-Perrier spoke on the Point of Order matter.
Councilman Hogan spoke on the matter.
Chairman Fisher-Perrier spoke on the matter.
Councilman Hogan called Point of Order.
Chairman Fisher-Perrier called Councilman Hogan out of order.
Dialogue continued between Chairman Fisher-Perrier and Councilman Hogan
Chairman Fisher-Perrier called Councilman Hogan out of order.
Councilman Hogan spoke on the matter.
Chairman Fisher-Perrier called Councilman Hogan out of order.
Dialogue continued between Chairman Fisher-Perrier and Councilman Hogan.
Chairman Fisher-Perrier asked that Councilman Hogan be removed from the Council Chambers.
Dialogue continued between Chairman Fisher-Perrier and Councilman Hogan.
Chairman Fisher-Perrier asked that Councilman Hogan be removed from the Council Chambers.
Councilman Hogan spoke on the matter.
Chairman Fisher-Perrier asked that Councilman Hogan be removed from the Council Chambers.
Councilman Hogan spoke on the matter.
Chairman Fisher-Perrier called Councilman Hogan out of order.
Dialogue continued between Chairman Fisher-Perrier and Councilman Hogan.
Chairman Fisher-Perrier called for a 5 minute recess.
The council meeting resumed with Councilman Hogan marked absent due to being escorted out of the Council Chambers.

2019-0175

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.

Sponsors: Mr. Hogan

Reported:
Councilman Hogan Recommended: Approval

Chairman Fisher-Perrier gave this to Councilman Billy Woodruff to handle because it is in his District and Councilman Hogan was marked absent due to being escorted out of the Council Chambers.
Councilman Woodruff spoke on the matter.

Speakers:
Mr. Greg Cellos, Boutte

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Year: 8 - Benedetto, Wilson, Clulue, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Hogan

Enactment No: 19-6-7

2019-0176

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).

Sponsors: Mr. Cochran and Department of Public Works

Reported:
Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion
Public Works/Wastewater Director Clayton Fauchaux spoke on the matter.

Councilman Hogan was marked absent due to being escorted out of the Council Chambers.

VOTE ON THE PROPOSED ORDINANCE

Year: 8 - Benedetto, Wilson, Clulue, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Hogan

Enactment No: 19-6-8

PERSONS TO ADDRESS THE COUNCIL

2019-0191

Councilman Paul J. Hogan, P.E., At-Large, Division B: Council Rules, Oath of Office, Use of Public Equip., Parish Codes, Duties and Obligations

Chairman Fisher-Perrier deferred File No. 2019-0191 due to Councilman Hogan being escorted out of the Council Chambers.

Not Heard

2019-0192

Mr. Victor Buccola & Ms. Veronica Buccola: Powers of Parish Governing Authorities

Mr. Victor Buccola spoke.

Heard

RESOLUTIONS

2019-0188

A resolution to approve and authorize the execution of an Entity/State Agreement, a Lighting Agreement, and a Sidewalk Agreement between the State of Louisiana Department of Transportation and Development (DOTD) and St. Charles Parish for the LA 52 (Paul Maillard Rd.) Phase 1 project, State Project No. H.013494, Federal Aid Project No. H013494.

Sponsors: Mr. Cochran and Grants Office

Reported:
Grants Office Recommended: Approval

Public comment opened; no public comment

Councilman Hogan was marked absent due to being escorted out of the Council Chambers.

VOTE ON THE PROPOSED RESOLUTION

Year: 8 - Benedetto, Wilson, Clulue, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Hogan

Enactment No: 6417

2019-0189

A resolution approving and authorizing St. Charles Parish to submit a grant application for the United States Department of Agriculture's Rural Housing Service 2019 Housing Preservation Grant Program.

Sponsors: Mr. Cochran and Grants Office

Reported:
Grants Office Recommended: Approval

Public comment opened; no public comment

Councilman Hogan was marked absent due to being escorted out of the Council Chambers.

VOTE ON THE PROPOSED RESOLUTION

Year: 8 - Benedetto, Wilson, Clulue, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Hogan

Enactment No: 6418

APPOINTMENTS

2019-0185

A resolution to appoint a member to the St. Charles Parish Civil Service Board.

Vacancy Announced

2019-0186

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

Vacancy Announced

2019-0187

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

Vacancy Announced

Councilman Hogan was marked absent due to being escorted out of the Council Chambers.

A motion was made by Councilmember Woodruff, seconded by Councilmember Fletcher, to adjourn the meeting at approximately 7:09 pm. The motion carried by the following vote:

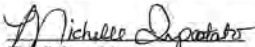
Year: 8 - Benedetto, Wilson, Clulue, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Hogan

ADJOURNMENT

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

Destrehan Pump Station (P.S.) No. 2. (Parish Project Number P190507).

WHEREAS, on the south-side of Destrehan P.S. No. 2 there is a canal that discharges water to this pump station; and,

WHEREAS, this canal has reduced conveyance capacity due to a constriction; and,

WHEREAS, the proposed project is to remove this constriction and improve conveyance capacity to improve flooding conditions in the Ormond area; and,

WHEREAS, the attached agreement between Evans-Graves Engineers and the Parish 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: Surveying Coordination
Phase 2: Geotechnical Coordination
Phase 3: Preliminary Engineering Design
Phase 4: Final Engineering Design
Phase 5: Permitting Services
Phase 6: Bidding Phase Services
Phase 7: Construction Phase Services
Phase 8: Resident Project Representative Services

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services 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 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.

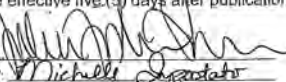
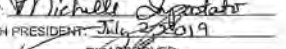
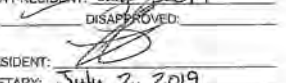
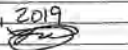
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

NAYS: NONE

ABSENT: BELLOCK

And the ordinance was declared adopted this 1st day of July, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: July 2, 2019
APPROVED: 
DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: July 2, 2019
AT: 3:07 pm RECD BY: 

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 2nd day of July, 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 Canal Improvements in the Vicinity of Destrehan Pump Station (P.S.) No. 2 project, Project No. P190507, as described in Ordinance No. 19-7-1, 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 May 22, 2019 (Proposal), which is attached hereto and made a part hereof.

A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each task order shall become an Addendum to and a part of this 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 deleted or added to complement achieving a successful project.

The proposed project is to improve the conveyance capacity of the canal in the vicinity of Destrehan P.S. No. 2.

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, etc.

2.2 Task Order - Surveying Coordination: Tasks include coordination of topographic survey (contracted by Owner) of the area as required to design the project based on the results of the study phase, including all surface and subsurface utilities and features, and generation of cross-sections.

2.3 Task Order - Geotechnical Coordination: Tasks include coordination of geotechnical services (contracted by Owner) for preparation and production of a Geotechnical Report with recommendations for design of improvements based on the results of the study phase.

2.4 Task Order - Preliminary Engineering Design: Tasks include coordination with Owner-supplied topographic surveyor, preliminary civil and structural engineering design, site visits, calculations, meetings and coordination, preparation of preliminary drawings, and cost estimating.

2.5 Task Order - Final Engineering Design: Tasks include final civil and structural 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.

2.6 Task Order - Permitting: Tasks include meetings and coordination, preparation and production of permit documents and drawings, submittals, and revisions. Permits will include Coastal Use, various pipeline companies, and Corps of Engineers permits. Task includes one meeting with each pipeline company.

2.7 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 nor shall Engineer have authority over or

Publish: July 11, 2019

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, JULY 1, 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.

2019-0183
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 19-7-1
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 improves conveyance capacity in a canal in the vicinity of

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 recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.5.9.2 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 that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided elsewhere in this Contract.

2.5.10 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 materials and provide training of Owner's staff to operate and maintain the new equipment if specified in the Task Order. Training will consist of classroom and hands-on training using the installed equipment.

2.5.16.3 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 its possession relative to existing facilities.

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

4.0 COMPENSATION

- 4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rate Schedule in the Proposal, and actual time and costs. The not-to-exceed fees for each phase are as follows:

4.1.1	Surveying Coordination	\$ 3,750
4.1.2	Geotechnical Coordination	\$ 3,750
4.1.3	Preliminary Engineering	\$ 24,520
4.1.4	Final Engineering	\$ 33,360
4.1.5	Permitting	\$ 15,040
4.1.6	Bidding Assistance	\$ 4,140
4.1.7	Construction Phase	\$ 20,600
4.1.8	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 invoiced.

4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.
- 4.4 For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

- 5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.10 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 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 property surveys or related engineering services needed for the transfer of interests in real property.

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

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

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 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 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 hercof, 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

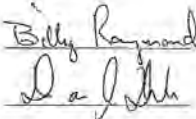
If Engineering Services for a task order designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share 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) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

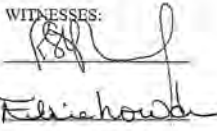
IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

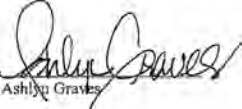
WITNESSES:


Billy Raymond


Larry Cochran
Parish President

WITNESSES:


Eric Howard


Ashley Graves

Evans-Graves Engineers, Inc.

St. Charles Parish Department of Public Works

ENGINEERING SERVICES PROPOSAL

for

DUNLEITH CANAL IMPROVEMENTS IN THE VICINITY OF DESTREHAN PUMP STATION NO. 2

Evans-Graves Engineers, Inc.

May 22, 2019

PHASE I - STUDY PHASE - PREVIOUSLY CONTRACTED
(Task includes preliminary hydraulic design, site visit, data collection, and preparation and production of a brief letter report presenting alternative options and the recommended improvement alternative for proceeding with detailed design.)

PHASE IIA - PRELIMINARY DESIGN
(Task includes preliminary civil and structural engineering design, site visits, meetings and coordination, establishment of design criteria, preparation of preliminary plan drawings, and construction cost estimating.)

Category	Manhours	Rate	Subtotal
Principal (P.E.)	15	\$185.00	\$2,775.00
Senior Engineer (P.E.)	72	\$145.00	\$10,440.00
Technician	128	\$80.00	\$10,240.00
Administrative Asst.	18	\$55.00	\$990.00
PHASE TOTAL			\$24,520.00

PHASE IIB - FINAL DESIGN
(Task includes final civil and structural engineering design, meetings and coordination, production of Bidding Documents to include Final Plans and the Project Manual (incorporation of Technical Specifications into the Parish-supplied front-end documents), quantity takeoffs, and construction cost estimating.)

Category	Manhours	Rate	Subtotal
Principal (P.E.)	24	\$185.00	\$4,440.00
Senior Engineer (P.E.)	95	\$145.00	\$13,775.00
Technician	160	\$80.00	\$12,800.00
Administrative Asst.	40	\$55.00	\$2,200.00
PHASE TOTAL			\$33,360.00

PHASE IIC - ENGINEERING SERVICES DURING BIDDING
(Task includes 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.)

Category	Manhours	Rate	Subtotal
Principal (P.E.)	8	\$185.00	\$1,480.00
Senior Engineer (P.E.)	8	\$145.00	\$1,160.00
Technician	16	\$80.00	\$1,280.00
Administrative Asst.	4	\$55.00	\$220.00
PHASE TOTAL			\$4,140.00

PHASE IIV - ENGINEERING SERVICES DURING CONSTRUCTION
(Task includes site visits, meetings and coordination, responding to questions and RFI, review of submittals, review of testing lab reports, review of contractor pay applications, substantial completion and final acceptance walkthrough and documentation, revisions, record drawings, and project closeout. Task does NOT include resident inspection or materials testing laboratory services.)

Category	Manhours	Rate	Subtotal
Principal (P.E.)	32	\$185.00	\$5,920.00
Senior Engineer (P.E.)	84	\$145.00	\$12,180.00
Technician	40	\$80.00	\$3,200.00
Administrative Asst.	40	\$55.00	\$2,200.00
PHASE TOTAL			\$20,600.00

SUBTOTAL - ENGINEERING PHASES			\$82,620.00
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PHASE V - SUPPLEMENTAL SERVICES: SURVEYING
(Task includes coordination of Topographic Survey of the area as required to design the project based on the results of the Study Phase, including all surface and subsurface utilities and features, and generation of cross-sections. Survey contracted by SCP.)

Category	Manhours	Rate	Subtotal
Purchased Services (Surveyor Sub)	Lump	(By SCP)	—
Principal (P.E.)	6	\$185.00	\$1,110.00
Senior Engineer (P.E.)	16	\$145.00	\$2,320.00
Technician	4	\$80.00	\$320.00
PHASE TOTAL			\$3,750.00

PHASE VI - SUPPLEMENTAL SERVICES: GEOTECHNICAL
(Task includes coordination of Geotechnical services for preparation and production of a Geotechnical Report with recommendations for design of improvements based on the results of the Study Phase. Geotech contracted by SCP.)

Category	Manhours	Rate	Subtotal
Purchased Services (Surveyor Sub)	Lump	(By SCP)	—
Principal (P.E.)	6	\$185.00	\$1,110.00
Senior Engineer (P.E.)	16	\$145.00	\$2,320.00
Technician	4	\$80.00	\$320.00
PHASE TOTAL			\$3,750.00

PHASE VII - SUPPLEMENTAL SERVICES: PERMITTING
(Task includes meetings and coordination, preparation and production of permit documents and drawings, submittals, and revisions. Permits will include Coastal Use, various pipeline companies, and Corps of Engineers. Task includes one meeting with each pipeline company. Task does NOT include payment of any required agency or pipeline permit fees.)

Category	Manhours	Rate	Subtotal
Principal (P.E.)	24	\$185.00	\$4,440.00
Senior Engineer (P.E.)	48	\$145.00	\$6,960.00
Technician	40	\$80.00	\$3,200.00
Administrative Asst.	8	\$55.00	\$440.00
PHASE TOTAL			\$15,040.00

SUBTOTAL - SUPPLEMENTAL SERVICES			\$22,540.00
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GRAND TOTAL - ALL PHASES			\$105,160.00
			\$105,160.00

2019-0184
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 19-7-2
An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Shread-Kuyrkendall & Associates, Inc., for providing all necessary professional engineering services for a project that installs new 48-inch and 54-inch storm sewers along Fifth Street from Spruce Street to Engineer's Canal in Norco. (Parish Project Number P190506).

WHEREAS, the area in the vicinity of Pine Street in Norco has recurring flooding; and,
WHEREAS, the time of concentration for water discharging along Pine Street would be reduced by installing new storm sewers along Fifth Street from Spruce Street to Engineer's Canal; and,

WHEREAS, the proposed storm sewers would improve the flooding conditions along Pine Street; and,

WHEREAS, the attached agreement between Shread-Kuyrkendall & Associates and the Parish 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: Topographic Surveying
- Phase 2: Preliminary Engineering Design
- Phase 3: Final Engineering Design
- Phase 4: Bidding Phase Services
- Phase 5: Construction Phase Services
- Phase 6: Resident Project Representative Services

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

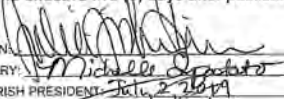
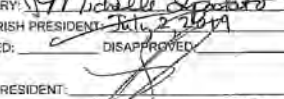
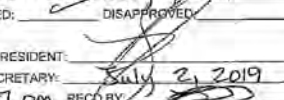
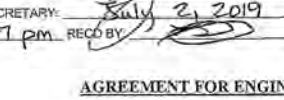
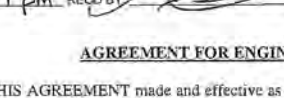
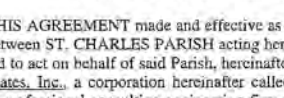
SECTION I. That the Professional Services Agreement between Shread-Kuyrkendall & Associates, Inc. and St. Charles Parish for services as required and assigned via Task Order by the Department of Public Works is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 1st day of July, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
DLVD/PARISH PRESIDENT: 
APPROVED:  DISAPPROVED: _____
PARISH PRESIDENT: _____
RET'D/SECRETARY: 
AT: 3:07 pm RECD BY: 

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 2nd day of July, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Shread-Kuyrkendall & Associates, Inc., a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Fifth Street Drainage Improvements project, Project No. P190506 as described in Ordinance No. 19-7-2, 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 June 3, 2019 (Proposal), which is attached hereto and made a part hereof.

A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each task order shall become an Addendum to and a part of this 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 deleted or added to complement achieving a successful project.

The proposed project is to install 48-inch and 54-inch diameter storm sewers along Fifth Street from Spruce Street to the Engineer's Canal.

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

2.1.4 Engineer shall obtain from Owner a task order authorization to proceed for each phase of the Project.

2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

2.2 Task Order - Topographic Surveying: Survey all existing features within the Fifth Street right-of-way from Spruce Street to Engineer's Canal including road, drainage facilities and all available utilities information.

2.3 Task Order - Preliminary Engineering Design: Tasks include preliminary civil engineering design, site visits, hydrologic and any other engineering calculations, meetings and coordination, 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 - 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.

2.6 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 I 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 nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided elsewhere in this Contract. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

2.5.3 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 recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.5.9.2 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 that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided elsewhere in this Contract.

2.5.10 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

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

2.5.16.3 Provide technical consultation and assistance in correcting warranty items.

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

2.5.16.5 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.

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

2.7 Task Order – Resident Inspection: The Scope of Services, fee and schedule for a Resident Project Representative may be negotiated prior to construction in a task order.

3.0 SERVICES OF THE OWNER

3.1 Provide full information as to the requirements of the Task Order.

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

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

4.0 COMPENSATION

4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rate Schedule in the Proposal, and actual time and costs. The not-to-exceed fees for each phase are as follows:

4.1.1 Topographic Surveying \$ 8,250

4.1.2 Preliminary Engineering, Final Engineering, Bidding Assistance and Construction Phase \$ 63,700

4.1.3 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 invoiced.

4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.

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

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.10 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 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 property surveys or related engineering services needed for the transfer of interests in real property.

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

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

5.1.2.10 Provide additional 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 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.

SHREAD-KUYRKENDALL & ASSOCIATES, INC.

HOURLY RATE SCHEDULE

2019

LABOR CATEGORY	RATE
Principal	\$240.00/hr
Project/Program Manager	\$230.00/hr
Deputy Project/Program Manager	\$200.00/hr
Senior Professional Engineer	\$180.00/hr
Senior Technical Advisor	\$175.00/hr
Professional Engineer	\$150.00/hr
Graduate Engineer	\$105.00/hr
Technician I/CADD Designer	\$95.00/hr
Technician II/CADD Designer	\$85.00/hr
Administrative Assistant	\$65.00/hr
Construction Manager	\$120.00/hr
Resident Project Representative	\$75.00/hr
O & M Specialist	\$105.00/hr
3-Man Survey Crew	\$165.00/hr
Engineering Technician	\$105.00/hr

2019-0193

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

ORDINANCE NO. 19-7-3

An ordinance to approve and authorize the execution of a professional services multi-phase project agreement with Picciola & Associates, Inc., for providing all necessary professional engineering services for a project that increases the trash screen capacity and the size of the sump into Destrehan Pump Station (P.S.) No. 2. (Parish Project Number P181101).

WHEREAS, Destrehan P.S. No. 2 is an existing pump station that serves a large drainage area in the Ormond section of the Parish; and,

WHEREAS, the sizes of the existing trash screen and sump for Destrehan P.S. No. 2 need to be increased to allow all five existing pumps to operate simultaneously; and,

WHEREAS, the attached agreement between Picciola & Associates 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: Preliminary Engineering Design
- Phase 2: Final Engineering Design
- Phase 3: Bidding Phase Services
- Phase 4: Construction Phase Services
- Phase 5: Resident Project Representative Services

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between Picciola & Associates and St. Charles Parish for services as required and assigned via Task Order by the Department of Public Works is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Professional Services 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, FLETCHER, FISHER-FERRIER

NAYS: NONE

ABSENT: BELLOCK

And the ordinance was declared adopted this 1st day of July, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY:

CLERK/PARISH PRESIDENT: July 2, 2019

APPROVED: DISAPPROVED:

PARISH PRESIDENT:

RETD/SECRETARY:

AT: 3:01 pm RECD BY:

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 2nd day of July, 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 Picciola & Associates, Inc., a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Destrehan Pump Station No. 2 Conveyance Improvements project, Project No. P181101 as described in Ordinance No. 19-7-3, 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 June 12, 2019 (Proposal), which is attached hereto and made a part hereof.

A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each Task Order shall become an Addendum to and a part of this 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 deleted or added to complement achieving a successful project.

The proposed project is to increase the trash screen capacity and the size of the sump into Destrehan Pump Station No. 2. The objective is to allow all five pumps to operate at the same time, which will improve flood protection. Attached is the conceptual plan that shows the proposed improvements.

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 - Preliminary Engineering Design: Perform the services for preliminary engineering design. Submit one paper copies and one PDF file of the construction documents at 60-percent complete phase to the Parish for review and comments. Based on the Parish's review comments, revise the construction documents as necessary.

2.3 Task Order - Final Engineering Design: Perform the services for final engineering design. Submit one paper copies and one PDF file of the construction documents at 90-percent and 100-percent complete phases to the Parish for review and comments. Based on the Parish's review comments, revise the construction documents as necessary.

2.4 Task Order - Bidding Phase.

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

11.0 GENERAL

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

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

11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this 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) 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

Billy Raymond
Don G. Galt

Larry Cochran
Parish President

WITNESSES:

SHREAD-KUYRKENDALL & ASSOC., INC.

Richard R. Shread

Richard R. Shread
Richard R. Shread, P.E., P.L.S.

Opinion of Preliminary Total Project Budget Cost
8th Street Drainage Improvements Norco LA.
St. Charles Parish, LA.
April 25, 2019

Unit No.	Description	Unit	Quantity	Unit Price	Total Amount
1	Mobilization	LUMP	1	\$20,000.00	\$20,000.00
2	Temporary Signs and Barricades	LUMP	1	\$5,000.00	\$5,000.00
3	Relocation of Infrastructure	LUMP	1	\$25,000.00	\$25,000.00
4	Geosynthetic Fabric	SOYD	1600	\$3.00	\$3,000.00
5	Class II Base (6" Thick)	SOYD	1000	\$40.00	\$40,000.00
6	6" PCP Remove and Replace	SOYD	700	\$40.00	\$28,000.00
7	6" Asphaltic Concrete Remove and Replace	SOYD	230	\$90.00	\$20,700.00
8	4" Concrete Sidewalk	SOYD	1000	\$30.00	\$30,000.00
9	Soil	SOYD	1400	\$15.00	\$21,000.00
10	6" CMPA Drainline	LF	700	\$190.00	\$133,000.00
11	24" CMPA Drainline	LF	903	\$200.00	\$180,600.00
12	Function Box	Each	5	\$5,000.00	\$25,000.00
13	24" Box	Each	25	\$3,500.00	\$87,500.00
14	Water and Sewer Conflict Boxes	Each	7	\$4,000.00	\$28,000.00
15	Repipe Fire Hydrants	Each	4	\$3,000.00	\$12,000.00
16	Wastewater Office	Each	2	\$3,500.00	\$7,000.00
17	Remove And Relocate Mailboxes	Each	13	\$150.00	\$1,950.00
18	Water Service Relocations	Each	6	\$550.00	\$3,300.00
19	Sewer Service Relocations	Each	6	\$350.00	\$2,100.00
					\$728,850.00
Contingencies			15%		\$109,327.50
Estimate of Probable Construction Cost					\$838,177.50
Engineering Fee			7.50%		\$62,863.31
Survey			5 days @ \$1650/day	\$	\$8,250.00
Inspection			3 mths @ \$12000/mth	\$	\$36,000.00
Preliminary Total Project Budget Cost					\$945,287.81

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 nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided elsewhere in this Contract. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

2.5.3 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 Contract.

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 recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.5.9.2 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 that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided elsewhere in this Contract.

2.5.10 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 materials and provide training of Owner's staff to operate and maintain the new equipment if specified in the Task Order. Training will consist of classroom and hands-on training using the installed equipment.

2.5.16.3 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 AutoCADD 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 its possession relative to existing facilities.

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

4.0 COMPENSATION

4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rate Schedule in the Proposal, and actual time and costs. The not-to-exceed fees for each phase are as follows:

4.1.1	Preliminary Engineering	\$ 55,013
4.1.2	Final Engineering	\$ 73,350
4.1.3	Bidding Assistance	\$ 4,584
4.1.4	Construction Phase	\$ 45,844
4.1.5	Resident Inspection	To be determined

The Engineer will be paid a lump sum of \$4,584 for all printing costs.

4.2 If a Task Order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0.

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

4.3.1 A copy of the Owner's written authorization to perform the service.

4.3.2 Timesheets for all hours invoiced.

4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.

4.4 For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the 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 5.1.2.9 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 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 contract.

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

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

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

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

5.1.2.5 Providing renderings or models for Owner's use.

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

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

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

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

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 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 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) 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

Billy Raymond
Dan J. L...

Harry Cochran
Harry Cochran
Parish President

WITNESSES:

PICCIOLA & ASSOCIATES, INC.

Joseph C. Picciola, II
Tally L. Picciola

Joseph C. Picciola, II
Joseph C. Picciola, II
Picciola & Associates, Inc.

ST. CHARLES PARISH DEPARTMENT OF PUBLIC WORKS
DUNLEITH PUMP STATION IMPROVEMENTS
ESTIMATE OF PROBABLE COST

ITEM NO.	ITEM	QTY	UNIT	UNIT COST	AMOUNT
203-05-00100	Excavation and Embankment	1	Lump Sum	\$ 25,000.00	\$ 25,000.00
727-01-00100	Mobilization	1	Lump Sum	\$ 250,000.00	\$ 250,000.00
740-01-00100	Construction Layout	1	Lump Sum	\$ 25,000.00	\$ 25,000.00
803-03-00100	Steel Sheet Pile Wall	6,900	Square Foot	\$ 30.00	\$ 207,000.00
804-01-00100	Precast Concrete Piles (16")	2,520	Linear Foot	\$ 65.00	\$ 163,800.00
S-001	Dredging	4,200	Cubic Yard	\$ 8.00	\$ 33,600.00
S-002	Trash Screen Concrete Supports	3	Each	\$ 93,000.00	\$ 283,000.00
S-003	Trash Screens	4	Each	\$ 326,000.00	\$ 1,304,000.00
S-004	Removal of Bridge Panel	1	Lump Sum	\$ 30,000.00	\$ 30,000.00
S-005	New Bridge Section	2,000	Square Foot	\$ 130.00	\$ 260,000.00
S-006	Removal of Existing Bulkhead	1	Lump Sum	\$ 3,000.00	\$ 3,000.00
Construction Estimate					\$ 2,586,400.00

We propose to provide these services for an estimated sum of \$183,375.73 Based on the percentage associated with Curve A, which is 7.09 % as follows:

Preliminary Design	10%	\$	18,337.58
Design and Budgeting	20%	\$	36,675.15
Construction Plans	40%	\$	73,350.30
Bidding	2.5%	\$	4,584.39
Construction Services	20%	\$	36,675.15
Record Drawings	5%	\$	9,168.79
Printing	2.5%	\$	4,584.37

Note:

1. Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the Contractor or the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his options or estimates of construction costs.
2. Estimate does not include additional permitting costs nor costs associated with utilities such as telephone, cable and gas. Estimated costs are not final and may change during the design process.
3. Estimate does not include costs for testing lab fees, contingencies or land purchase.

RATE SCHEDULE

JANUARY 1, 2019

OFFICE PERSONNEL

Registered Professional Engineer - Principal	\$ 175.00 per hour
Registered Professional Engineer	\$ 115.00 per hour
Registered Land Surveyor	\$ 100.00 per hour
Project Engineer, EIT	\$ 75.00 per hour
Project Manager	\$ 85.00 per hour
Surveying Technician	\$ 70.00 per hour
Inspectors	\$ 55.00 per hour
CADD Lead Technician	\$ 65.00 per hour
CADD Drafter	\$ 50.00 per hour
Computer Technician	\$ 80.00 per hour
Stenographer	\$ 45.00 per hour

FIELD PERSONNEL

2 Man Survey Party (Party Chief, Instrument Man, plus standard equipment)	\$ 110.00 per hour
3 Man Survey Party (Party Chief, Instrument Man, Rodman, plus standard equipment)	\$ 140.00 per hour
4 Man Survey Party (Party Chief, Instrument Man, 2 Rodmen, plus standard equipment)	\$ 170.00 per hour
Party Chief	\$ 65.00 per hour
Instrument Man	\$ 55.00 per hour
Rodman/Chainman	\$ 45.00 per hour

EQUIPMENT NOT INCLUDED IN STANDARD EQUIPMENT

Automobiles	\$ 10.00 per hour
Survey Party Vehicles	\$ 10.00 per hour
Computer and Plotter	\$ 15.00 per hour
GPS (Trimble 5700)	\$ 500.00 per day
Additional Transit and/or Level to above provided with Survey Crew, Each	\$ 50.00 per day
Quadcopter Drone (Aerial Photography)	\$ 75.00 per hour
Radio Transmitter and Receiver Units, Each	\$ 15.00 per day
Chainsaw w/Fuel	\$ 100.00 per day
Metal Detector	\$ 45.00 per day
Pirogue	\$ 45.00 per day
14' Aluminum Skiff	\$ 75.00 per day
15 to 25 H.P. Outboard Motor w/Fuel	\$ 100.00 per day
17' to 20' Boat, Motor and Fuel	\$ 400.00 per day
Tractor	\$ 200.00 per day
Bush Hog	\$ 75.00 per day
All Terrain Vehicle	\$ 100.00 per day
Marsh Buggy (Rental)	\$ 800.00 per day
Magnetometer (Rental)	\$ 800.00 per day

SURVEY SUPPLIES

1x2 Hub	\$ 0.50 each
1x1x4' Wooden Stake	\$ 0.75 each
1x1x8' Wooden Stake	\$ 1.25 each
2x2x16' Wooden Stake	\$ 4.00 each
Cane Poles	\$ 3.00 each
Flagging	\$ 1.50 each
1/2" Iron Rod	\$ 1.00 each
3/4" G.I.P.	\$ 2.50 each

REPRODUCTION

Blueprint Prints:	
Prints from 0-6 Sq. Ft.	\$ 8.00 each
Prints from 6-12 Sq. Ft.	\$ 10.00 each
Photo Copies	\$ 1.50 each
Vellum	\$ 36.00 each
Color Bond	\$ 21.00 each
11x17 Black Line Charge	\$ 3.00 each
11x17 Color Line Charge	\$ 10.00 each

ADDITIONAL

1. Charges will commence at departure and will terminate at return to office in Cut Off, Louisiana.
2. Overtime may be charged for weekend and legal holidays.
3. When operating from a base other than our Cut Off office, per diem will be charged at a rate of \$30.00 per calendar day per man subsistence plus lodging expenses.
4. Special services furnished by others shall be charged at the actual cost plus 10% coordination fees based on the applicable hourly rate.

2019-0190

INTRODUCED BY: TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI
RESOLUTION NO. 6419

A resolution authorizing the Chairman or the Secretary to offer an **OBJECTION** to Mile 131, LLC, MVN-2018-1525EPP, WQC 190528-01 for a permit to install and maintain a new barge fleet consisting of nine (9) tiers of river barges, five (5) barges wide secured by steel monopiles, work shall be conducted by barge mounted crane, left descending bank of the Mississippi River, at about 131 miles above Head of Passes, in Montz, in St. Charles Parish, Louisiana.

BE IT RESOLVED by the St. Charles Parish Council acting as the Governing Authority of the Parish:

SECTION I. That the Chairman or the Secretary be and is hereby authorized to offer an **OBJECTION** in connection with the application of Mile 131, LLC, MVN-2018-1525EPP, WQC 190528-01 for a permit to install and maintain a new barge fleet consisting of nine (9) tiers of river barges, five (5) barges wide secured by steel monopiles, work shall be conducted by barge mounted crane, left descending bank of the Mississippi River, at about 131 miles above Head of Passes, in Montz, in St. Charles Parish, Louisiana.

SECTION II. That the offer of **OBJECTION** is issued for the following reason: the quality of life of local residents of Montz would be negatively impacted by the noise pollution.

SECTION III. That a copy of this resolution shall be forwarded to all interested parties.

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 1st day of July, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: July 2, 2019
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: _____
RET/SECRETARY: July 2, 2019
AT: 3:07 PM REC'D BY: [Signature]

2019-0212
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (GRANTS OFFICE)
RESOLUTION NO. 6420

A resolution to approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority-Board (CPRA) and St. Charles Parish regarding the construction of the Paradis Canal Gate Project (BA-0209).

WHEREAS, the Paradis Canal Gate Project (herein after referred to as project), a key component of the West Bank Hurricane Protection Levee, located in the vicinity of the border of Paradis and Boutte, is being constructed to reduce the threat of harm to citizens and damage to property in St. Charles Parish through the prevention of storm surge and flooding; and,

WHEREAS, the Project is described as eligible for funding under the Spill Impact Component of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) in the State of Louisiana's First Amended RESTORE Plan (the State RESTORE Plan); and,

WHEREAS, the Paradis Canal Gate Project was selected for the CPRA-Parish Matching Opportunities Program to receive funding not to exceed \$2,540,724, through RESTORE Spill Impact Component funding to be used for the construction of the project; and,

WHEREAS, the State RESTORE plan was amended to include projects selected under the first \$20 million installment of the RESTORE Act CPRA-Parish Matching Program, including the Paradis Canal Gate Project, this Amendment was approved by the Board on April 18, 2018, and approved by the RESTORE Council for expenditure of Spill Impact Component funds on June 18, 2018; and, the St. Charles Parish RESTORE Act Multiyear Implementation Plan, including the Paradis Canal Gate Project, was approved via Resolution 6320 on December 11, 2017; and,

WHEREAS, St. Charles Parish has applied for \$398,727.11 of the Parish's RESTORE Direct Component allocation to be used for the construction of this project; and,

WHEREAS, St. Charles Parish has received grant funding in the amount of \$194,000 from the Delta Regional Authority's States' Economic Development Assistance Program to be applied towards the construction costs for the project; and,

WHEREAS, sufficient funds are included in the Parish's 2019 Budget to fund the remaining local share of the project; and,

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

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish for funding to construct the Paradis Canal Gate Project. **BE IT FURTHER RESOLVED** that the Parish President is hereby authorized to execute said agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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 1st day of July, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: July 2, 2019
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: _____
RET/SECRETARY: July 2, 2019
AT: 3:07 PM REC'D BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

[Signature]
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: July 11, 2019

Public Notice

NOTICE OF OPPORTUNITY FOR PUBLIC COMMENT ON PROPOSED SETTLEMENT AGREEMENT BETWEEN THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY AND CAPITOL ULTRASONICS, LLC

The Louisiana Department of Environmental Quality and Capitol Ultrasonics, LLC (Respondent), Agency Interest Numbers 12540 and 26336, have entered into a proposed settlement agreement, Settlement Tracking No. SA-RE-19-0022, concerning the State's allegations of environmental violations by Respondent at its facility in St. Charles Parish, Louisiana, which allegations are set forth in Notice of Potential Penalty, Enforcement No. RE-PP-17-01168.

The Department of Environmental Quality will accept comments on the proposed settlement for the next forty-five (45) days. The public is invited and encouraged to submit written comments to the Louisiana Department of Environmental Quality, Office of the Secretary, Legal Division, Post Office Box 4302, Baton Rouge Louisiana 70821-4302, Attention: Rodney S. Barnes, Jr., Attorney. All comments will be considered by the Department of Environmental Quality in reaching a decision on whether to make the settlement final.

Terms and conditions of the proposed settlement agreement may be reviewed on the Department of Environmental Quality's website at www.deq.louisiana.gov, by selecting *About LDEQ, Enforcement, and Settlements*. The document may also be viewed at, and copies obtained from, the Louisiana Department of Environmental Quality, Public Records Center, Room 127, Galvez Building, 602 North Fifth Street, Baton Rouge, Louisiana 70802. To request a copy of the proposed settlement, submit a completed Public Record Request Form (DEQ Form ISD-0005-01). The form and instructions for completion may be found on the DEQ Website at the following address: <http://deq.louisiana.gov/assets/docs/General/PublicRecordsRequestForm.pdf>, or by calling the Customer Service Center at 1-866-896-5337.

Pursuant to La. R.S. 30:2050.7(D), the Department of Environmental Quality may hold a public hearing regarding this proposed settlement when either of the following conditions are met: 1) a written request for public hearing has been filed by twenty-five (25) persons, by a governmental subdivision or agency, or by an association having not less than twenty-five (25) members who reside in the parish in which the facility is located; or 2) the secretary finds a significant degree of public interest in this settlement.

For further information, you may call the Legal Division of the Louisiana Department of Environmental Quality at (225) 219-3985.

Publish: July 11, 2019

Public Notice

PUBLIC NOTICE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ) SHELL CHEMICAL LP- NORCO CHEMICAL PLANT, EAST SITE DRAFT WATER DISCHARGE PERMIT

The LDEQ, Office of Environmental Services, is accepting written comments on a draft Louisiana Pollutant Discharge Elimination System (LPDES) permit prepared for Shell Chemical LP, Norco Chemical Plant, East Site, P.O. Box 10, Norco, Louisiana 70079. The facility is located **15536 River Road in Norco, St. Charles Parish**. Upon the effective date of the final permit, the LPDES permit shall replace the previously issued LPDES permit.

The principal discharge from this existing source is made into the Mississippi River via an effluent pipe, waters of the state classified for primary contact recreation, secondary contact recreation, fish and wildlife propagation, and drinking water supply. Under the SIC Code 2869, the applicant proposes to discharge clarifier underflow from an organic chemical manufacturing facility.

During the preparation of this permit, it has been determined that the discharge will have no adverse impact on the existing uses of the receiving waterbody. As with any discharge, however, some change in existing water quality may occur.

Comments and requests for a public hearing or notification of the final decision can be submitted via personal delivery, U.S. mail, email, or fax. **Comments and requests for public hearings must be received by 4:30 pm CST, Thursday, August 15, 2019.** Delivery may be made to the drop-box at 602 N. 5th St., Baton Rouge, LA 70802. U.S. Mail may be sent to LDEQ, Public Participation Group, P.O. Box 4313, Baton Rouge, LA 70821-4313. Emails may be submitted to DEQ.PUBLICNOTICES@LA.GOV and faxes sent to (225) 219-3309. Persons wishing to receive notice of the final permit action must include a complete mailing address when submitting comments.

Please see additional instructions for comment submission, hand delivery and information regarding electronic submission at <http://www.deq.louisiana.gov/page/the-public-participation-group> or call (225) 219-3276.

If LDEQ finds a significant degree of public interest, a public hearing will be held. LDEQ will send notification of the final permit decision to the applicant and to each person who has submitted written comments or a written request for notification of the final decision.

The application, additional information, draft permit, and statement of basis are available for review at the LDEQ, Public Records Center, 602 North 5th Street, Baton Rouge, LA. Viewing hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday (except holidays). **The available information can also be accessed electronically on the Electronic Document Management System (EDMS) on the DEQ public website at www.deq.louisiana.gov.**

Inquiries or requests for additional information regarding this permit action should be directed to Tonya Mizell, LDEQ, Water Permits Division, P.O. Box 4313, Baton Rouge, LA 70821-4313, phone (225) 219-3196.

Persons wishing to be included on the LDEQ permit public notice mailing list, wishing to receive the permit public notices via email by subscribing to the LDEQ permits public notice List Server, or for other public participation related questions should contact the Public Participation Group in writing at LDEQ, P.O. Box 4313, Baton Rouge, LA 70821-4313, by email at DEQ.PUBLICNOTICES@LA.GOV or contact the LDEQ Customer Service Center at (225) 219-LDEQ (219-3333).

Permit public notices including electronic access to the draft permit and statement of basis can be viewed at the LDEQ permits public notice webpage at <http://www.deq.louisiana.gov/public-notice> and general information related to the public participation in permitting activities can be viewed at <http://www.deq.louisiana.gov/page/the-public-participation-group>.

All correspondence should specify AI Number 26336, Permit Number LA0109606, and Activity Number PER20180003.

Publish: July 11, 2019

Sheriff's Sale

SHERIFF'S SALE
STATE OF LOUISIANA
PARISH OF ST. CHARLES
SUIT NO. 86,218-E
QUICKEN LOANS INC.
VS
MARK G. KIMBLE, ET AL

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: MAY 08, 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, AUGUST 14, 2019, at 10:00 a.m., to the last and highest bidder for cash, the following described property, to wit:

ONE (1) CERTAIN LOT OF GROUND, TOGETHER WITH ALL THE IMPROVEMENTS THEREON, RIGHTS, WAYS, PRIVILEGES, SERVITUDES, AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING SITUATED, LYING AND BEING IN THE PARISH OF ST. CHARLES, LOUISIANA AND WHICH SAID LOT IS DESIGNATED BY THE NUMBER TWENTY-FIVE (25) AND IS ON PLAN OF SURVEY MADE BY FRANK T. PAYNE, CIVIL ENGINEER, DATED MARCH 14, 1925; ACCORDING TO SAID PLAN SAID LOT NUMBER TWENTY-FIVE (25) MEASURES FIFTY (50') FEET FRONT ON A ROADWAY RUNNING THROUGH SAID PROPERTY BY A DEPTH ON SIDE NEAREST LOT 24 OF TWO HUNDRED THIRTY-NINE AND 65/100 (239.65') FEET, AND ON THE SIDE NEAREST LOT 26 OF TWO HUNDRED FORTY-ONE AND 40/100 (241.40') FEET, BY A WIDTH IN THE REAR OF FIFTY AND 02/100 (50.02') 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: SEVENTY-ONE THOUSAND SIX-HUNDRED FIVE AND 11/100 (\$71,605.11) 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: JULY 11, 2019
AUGUST 8, 2019
ATTORNEY FOR PLAINTIFF:
JASON R. SMITH
1505 NORTH 19th STREET

PO. BOX 2867
MONROE, LA 71207-2867
318-388-1440
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
STATE OF LOUISIANA
PARISH OF ST. CHARLES
SUIT NO. 85,007-D
GUARANTY TRUST COMPANY
VS
PARIS P. PIERRE A/K/A PARIS
PHILLIP PIERRE

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: AUGUST 17, 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, AUGUST 14, 2019, at 10:00 a.m., to the last and highest bidder for cash, the following described property, to wit:

ONE CERTAIN LOT OR PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as ASHTON PLANTATION, PHASE 1-A, as shown on a Final Plat by Krebs, LaSalle, LeMieux Consultants, Inc., dated November 21, 2005, entitled "Ashton Plantation, Phase 1-A, in Sections 87 & 97, T13S-R20E and Section 8, T13S-R20E, St. Charles Parish, Louisiana," which Final Plat was approved by the St. Charles Parish Council on January 9, 2006 by Ordinance No. 06-1-4, and recorded on January 26, 2006, in COB 662, folio 688, Entry No. 314853 of the official records of St. Charles Parish. And according to the aforementioned Final Plat, the property conveyed herein is designated as LOT 56 OF SQUARE 1, which bears the dimensions more fully shown on the above-referenced Final Plat; 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: THREE-HUNDRED EIGHTY THOUSAND TWO HUNDRED THIRTY-TWO AND 04/100 (\$380,232.04) 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: JULY 11, 2019

AUGUST 8, 2019
ATTORNEY FOR PLAINTIFF:
CANDACE MIERS BOWEN
1505 NORTH 19th STREET
P.O. BOX 2867
MONROE, LA 71207
318-388-1440
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
STATE OF LOUISIANA
PARISH OF ST. CHARLES
SUIT NO. 83,498-E
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
VS
SHAWN MCACAY, ET AL

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 21, 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, AUGUST 14, 2019, at 10:00 a.m., to the last and highest bidder for cash, the following described property, to wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA, being a portion of Section 11, Township 12 South, Range 8 East, designated as RIVER VILLAGE SUBDIVISION in Act of Dedication approved by the St. Charles Parish Police Jury on July 16, 1984, Ordinance No. 84-7-18, and recorded in Entry No. 104565 in COB 320, folio 89, St. Charles Parish, Louisiana, said lot is designated as follows:

LOT 26 fronts 55 feet of River Village Drive, having a depth on its northeastern boundary of 110.10 feet, a depth on its southeastern boundary of 110.86 feet, and a width across the rear of 50 feet.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE-HUNDRED TWENTY THOUSAND EIGHT-HUNDRED THIRTEEN AND 83/100 (\$120,813.83) 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: JULY 11, 2019
AUGUST 8, 2019
ATTORNEY FOR PLAINTIFF:
DANIEL A. REED
TWO UNITED PLAZA, SUITE 200
8550 UNITED PLAZA BOULEVARD
BATON ROUGE, LA 70809
225-924-1600
SCSO-CIV-209-0402

Legal notice deadline is every
Friday at 3pm for the following week
legals@heraldguide.com