

ST. CHARLES PARISH PUBLIC NOTICES



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



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



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



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



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



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



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



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



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



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

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Luling Oxidation Pond Rehabilitation and Upgrades as follows:

Owner: **St. Charles Parish**

Project Title: Luling Oxidation Pond Rehabilitation and Upgrades

Project No.: S170601

Principal Work Location: The contract work will be located within the limits of the Luling WWTP, otherwise known as the Luling Oxidation Pond, in the vicinity of 199 Texaco Road, Luling, LA on the west bank of St. Charles Parish.

Description of Basic Work: The contract work generally consists of the following: 1) installation of a concrete headworks structure with an automatic bar screen (rated for 3.5 MGD average daily flow and 10.5 MGD peak flow), manual bar screen bypass, two (2) screw pumps (each rated for 10.5 MGD peak flow), and a concrete gravity transfer box to send flow to a 3.5 MGD, 7-acre oxidation pond, 2) sludge removal, deepening by an additional 2 feet, and a liner installation within the existing 7-acre pond, 3) construction of an earthen levee around the 7-acre pond, 4) installation of a chain link fence around the entire plant, 5) the addition of a number of new aerators and baffle curtains within the 7-acre pond for proper BOD and TSS reduction, and 6) miscellaneous electrical and instrumentation work (including two generators) associated with the plant improvements.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 10:00 a.m. local time on January 28, 2020**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, GSA Consulting Engineers, Inc. 1022 S. Purpera Ave./P.O. Box 298, Gonzales, LA 70707, (225) 644-5523.

A payment of \$ 150.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on January 16, 2020 at 10:00 a.m. the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **mandatory**.

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

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

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

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

St. Charles Parish Council
Larry Cochran, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
St. Charles Parish Website
Central Auction House
The Daily Journal of Commerce
The Times-Picayune/The New Orleans Advocate
The Advocate (Baton Rouge)
McGraw-Hill Dodge of Hot Springs
Construct Connect

Thursday, December 26, 2019
Thursday, January 02, 2020
Thursday, January 09, 2020

Public Notice

Sarah Catherman,

The State of Tennessee, Department of Children's Services, has filed a petition against you seeking to terminate forever your parental rights to Kaylei Catherman. It appears that ordinary process of law cannot be served upon you because your whereabouts are unknown. You are hereby ORDERED to appear in the Juvenile Court of Hawkins County, Tennessee at Rogersville, Tennessee on the 5th day of March, 2020, at 1:00 o'clock p.m. to personally answer the Petition for Termination of Parental Rights. Failing to appear for the hearing on this date and time, without good cause, pursuant to Rule 39(c)(3) of the Tenn. R. Juv. P. will result in the loss of your right to contest the petition to terminate your parental rights to the child(ren) listed above. You may view and obtain a copy of the Petition and any other subsequently filed legal documents at the Juvenile Court Clerk's Office, Rogersville, Tennessee.

Publish December 19 & 26, 2019, January 2, & 9, 2020

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON TUESDAY, JANUARY 14, 2020, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2019-0236 (12/16/19, Hogan)

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.

2019-0406 (12/16/19, Cochran, R. Raymond)

An ordinance to approve and authorize the execution of an Agreement for Adjudicated and/or Land Banked Property Sale Services with Archon Information Systems, L.L.C. d/b/a Civic Source to provide marketing services and to conduct multi-property real estate auctions of adjudicated properties.

2019-0407 (12/16/19, Cochran, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-1 to R-1A on Lots 1AA & 5AA, Bailey Property Subdivision, as requested by Gregory & Elizabeth Fincher.

2019-0411 (12/16/19, Hogan)

An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Appendix C, Subdivision Regulations of 1981, Section I. General. B. Definitions: Right-of-way, Section II. Subdivision procedure. E. Preliminary Plat Requirements. 2. Mandatory Plat Requirements t., F. Subdivision Construction. 2. Construction Plan Mandatory Submission Requirements b. Recreation Impact Acknowledgement., G. Final Plat Requirements. 2. Mandatory Submission Requirements. h. and o., 3. Final Plat/Additional Submission Requirements. c. Act of Dedication., H. Acceptance of Improvements. 1. Procedure., 2. Maintenance Agreement/Surety Bond., 4. b. Streets., Section III. Geometric standards. A. Streets. 3. Street Names: a. (6) Road, Street, Drive, or Avenue: and c. Extension of Existing Street., and Section IV. Design standards. E. Miscellaneous: 2. Traffic Control Signs, Signals, and Devices.

2019-0412 (12/16/19, Hogan)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from M-1 to C-3 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte.

2019-0413 (12/16/19, Cochran, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to R-1A on approximately 38.4 acres in Fashion Plantation near 14855 River Road, Hahnville, as requested by JCJR St. Charles, LLC and Highway 18, LLC.

PUBLISH: December 19, 26, 2019
January 2, 9, 2020

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 83609-D

Date: Friday, November 15, 2019
U.S. BANK NATIONAL ASSOCIATION

VS
STEPHEN DERRICK KEYS A/K/A
STEPHEN D

KEYS A/K/A STEPHEN KEYS
GREG CHAMPAGNE, SHERIFF
P.O. Box 426

HAHNVILLE, LA 70057

Parish of St. Charles

29th Judicial District Court

State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, OCTOBER 9, 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, JANUARY 29, 2020, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN LOT OF GROUND, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as ASHTON PLANTATION, PHASE 1- A, as shown on a Final Plat by Krebs & Lemieux Consultants, Inc., dated November 21, 2005 entitled "Ash-ton Plantation, Phase 1-A in Sections 87 and 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, 2005 by Ordinance No. 06-1-4, and recorded on January 26, 2006, in COB 662, FOtp 688, Entry No. 314853 of the official records ~of St. Charles Parish. And according to the aforementioned Final Plan, the property described herein is designated as LOT 13, SQUARE 5, which bears the dimensions more fully shown on the above referenced Final Plat.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FIVE HUNDRED TWO THOUSAND NINE-TY-ONE AND 09/100 (\$502,091.09) 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: December 26, 2019

January 23, 2020

ATTORNEY FOR PLAINTIFF:

Corey J. Giroir

P.O. Box 87379

13541 Tiger Bend

Baton Rouge, LA 70879

225-756-0373

SCSO-CIV-209-0402

LEGAL HOLIDAY DEADLINES

Legal Deadline for the **Jan. 2, 2020** will be due by **Dec. 26, 2019** by 3pm

Public Notice

2020 MEETING SCHEDULE
ST. CHARLES PARISH COUNCIL
6:00 P.M. COUNCIL CHAMBERS
COURTHOUSE, HAHNVILLE

| | |
|-------------------------------------|--------------|
| JANUARY 13 — Organizational Meeting | JULY 6 |
| JANUARY 14 | JULY 27 |
| FEBRUARY 3 | AUGUST 10 |
| FEBRUARY 17 | AUGUST 24 |
| MARCH 9 | SEPTEMBER 8 |
| MARCH 23 | SEPTEMBER 21 |
| APRIL 6 | OCTOBER 5 |
| APRIL 20 | OCTOBER 19 |
| MAY 4 | NOVEMBER 2 |
| MAY 18 | NOVEMBER 16 |
| JUNE 1 | DECEMBER 7 |
| JUNE 15 | DECEMBER 21 |

Publish December 26, 2019

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 84497-D
Date: Wednesday, November 13, 2019
LAKE VIEW LOAN SERVICING, LLC
VS
MINDY JOSEPH A/K/A MINDY LEE-MARIE JOSEPH
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, OCTOBER 29, 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, JANUARY 29, 2020, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, end all of the rights, ways, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated In the PARISH OF ST. CHARLES/STATE OF LOUISIANA. IN LULUNG, in what la known as DAVIS PLANTATION PARK SUBDIVISION; PHASE; II per plan by Linfield, Hunter & Gibbons, Consulting Engineers, dated July 29, 1980, recorded in the Clerk of Courts office In St. Charles Parish In COB 251 FOLIO 694 more fully described as follows; LOT 156, BLOCK 2 bounded by Asphodel Drive, Albania Drive, Arlington Drive and the westerly line of subdivision said Lot 156 commences at the common boundary of Lot 156 and 155 with Asphodel Drive* thence from said Point of Beginning travel along Asphodel Drive a distance of 34.74 feet to a point; thence continue travelling in the same direction along said street for a distance of 33.59 feet to a point; thence from said point travel in a southeasterly direction along the arc of a curve having a radius of 31 feet located at the corner of Asphodel Drive and Albania Drive fbr a distance of 40.96 feet to a point; thence from said point travel in a southeasterly direction along Albania Drive a distance of 117.59 feet to point; thence from said point travel* in a southwesterly drection for a distance of 90 feet to a point: thence from said point travel In a northwesterly direction along the Una common to Lot 155, and Lot 166 for a distance of 162.45 feet to a point which point of the Point of Beginning. * All as more fully shown on survey by Scandlaliato, Cenec, & Associates* Inp; dated February 14, 1992. All as more fully shown on survey by Gilbert,

Kelly & Couturte, inc. dated Deceiber 15, 1993. Improvements thereon bear the Municipal No, 101 ASPHODEL DRIVE, LUUNG, LA (the Property") And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED NINETEEN AND 34/100 (\$231,419.34) 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: December 26, 2019 January 23, 2020 ATTORNEY FOR PLAINTIFF: Rader Jackson 1010 Common St. Suite 1500 New Orleans, LA 70112 504-581-9444 SCSO-CIV-209-0402**

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85981-E
Date: Wednesday, November 13, 2019
WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST
VS
THE UNOPENED SUCCESSION OF WILLIAM AMES LOWRANCE A/K/A WILLIAM AMES LOWRANCE A/K/A WILLIAM A. LOWRANCE A/K/A WILLIAM LOWRANCE
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of FIERI FACIAS directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, OCTOBER 29, 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, JANUARY 29, 2020, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN LOT OR PORTION OF GROUND TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THERON ALL RIGHTS, WAYS, PRIVILEGES, SERVITUDES, AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE PARISH OF ST. CHARLES, ON THE LEFT DESCENDING BANK OF THE MISSISSIPPI RIVER, IN WHAT IS KNOWN AS SUBDIVISION OF A PORTION OF THE EAST HALF OF LOT B OF GOOD HOPE PLANTATION AT NORCO, ST. CHARLES PARISH, LOUISIANA AS PER PLAN OF SURVEY BY EM COLLIER, SURVEYOR DATED JUNE 20, 1952, A COPY OF WHICH IS RECORDED IN THE OFFICE OF THE CLERK OF COURT AND REGISTRAR OF CONCEYANCE FOR THE PARISH OF ST. CHARLES FOR REFERENCE, AND FURTHER ON A SURVEY BY HAROLD J. FLYNN, LAND SURVEYOR, DATED OCTOBER 12, 1976 A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF SAID LOT OF GROUND IS MORE FULLY DESCRIBED AS FOLLOWS TO WIT: AND ACCORDING TO SAID PLAN OF SURVEY THE ONE (1) CERTAIN LOT OF PORTION OF GROUND IS ^DESIGNATED AS LOT ELEVEN (11) AND MEASURES SEVENTY ONE AND 43/100 (71.43) FEET FRONT OR WIDTH ON A FORTY FOOT ROAD (MARINO DRIVE) BY A DEPTH BETWEEN EQUAL AND PARALLEL LINES, OF EIGHT FOUR AND 4/10 (84.4) FEET. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FORTY-ONE THOUSAND SIX HUNDRED SIXTY-SEVEN AND 02 / 100 (\$41,667.02) 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: December 26, 2019 January 23, 2020 ATTORNEY FOR PLAINTIFF: Corey J. Giroir P.O. Box 87379 13541 Tiger Bend Baton Rouge, LA 70879 225-756-0373 SCSO-CIV-209-0402**

Public Notice

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



St. Charles Parish

Meeting Minutes

Parish Council

Final

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

Monday, November 18, 2019 6:00 PM Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director Darrin Dube, Executive Director Dwayne LaGrange, Finance Director Grant Duscom, Public Works/Wastewater Director Clayton Fauchoux, Planning & Zoning Director Michael Albert, Dayna Parker, Heather Keller, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Deacon Billy Raymond, Sr.
Mt. Airy Baptist Church, Bouffe

APPROVAL OF MINUTES

A motion was made by Councilmember Benedetto, seconded by Councilmember Wilson, to approve the minutes from the regular meeting of October 21, 2019, the special meeting of October 29, 2019, and the special meeting of October 30, 2019. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulow, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2019-0345

In Recognition: Kenneth "Kenny" Ferner, Industrial Development Board

Sponsors: Ms. Fletcher
Read

2019-0340

In Recognition: Juliet Katherine Delattre, Festival of Charities Miss Queen XIII

Sponsors: Mr. Hogan
Read

2019-0341

In Recognition: Faith Claire Madere, Festival of Charities Teen Miss Queen XIII

Sponsors: Mr. Wilson
Read

2019-0342

In Recognition: Jordyn Michelle Posey, Festival of Charities Junior Miss Queen XIII

Sponsors: Ms. Benedetto
Read

2019-0343

In Recognition: Alysia "Lacey" Marie Cazalot, Festival of Charities Butterfly Queen Ambassador

Sponsors: Mr. Gibbs
Read

2019-0344

Proclamation: "Norco Christmas Parade Day"

Sponsors: Ms. Fletcher
Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2019-0346

Hospital Service District

Mr. Terrill Neal, Interim CEO

Chairman Fisher-Perrier spoke on the matter
Councilwoman Clulow spoke on the matter.
Mr. Neal spoke on the matter.

Reported

2019-0215

Civil Service Board/Personnel Office

Personnel Officer Dayna Parker

Councilman Hogan spoke on the matter.
Ms. Parker spoke on the matter.

Reported

2019-0349

General Government Buildings - Memorial Park Update

Sponsors: Mr. Cochran

Executive Director Darrin Dube spoke on the matter.

Reported

A motion was made by Councilmember Hogan, seconded by Councilmember Bellock, to open public comment for File No. 2019-0349. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulow, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

Public comment opened

Mr. Lester Breaux, Commander of American Legion, Luling
Mr. Bobby Lovigne, VFW Post 3750 Commander, Luling
Mr. Ronald Francis, American Legion Post 388 Commander, St. Rose
Mr. Craig Bruussard, Destrehan

Chairman Fisher-Perrier clarified that this is a public comment on the report itself which is File No. 2019-0349; File No. 2019-0317, Courthouse Memorial Park Project, is currently on the Table

Ms. Sandra Maggard, Bouffe
Mr. Monty Parr, Senior Vice Commander of VFW Post 3750, Luling

Councilman Hogan spoke on the matter.

Public comment closed

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER-PERRIER AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, DECEMBER 2, 2019, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2019-0347

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P081102-8, Dunleith Canal Bank Stabilization - Phase 7, to balance the contract quantities with actual quantities resulting in a decrease of \$27,500.00 in contract price and an increase in the contract time by ninety-four (94) days.

Sponsors: Mr. Cochran and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on December 2, 2019

2019-0348

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P180501, Highway 90 Sinkholes Remediation, to balance the contract quantities with actual quantities resulting in an increase of \$20,754.00 in contract price and an increase in the contract time by ten (10) days.

Sponsors: Mr. Cochran and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on December 2, 2019

2019-0350

An ordinance to amend the St. Charles Parish Code of Ordinances Chapter 18, Nuisances to add Article V, Distribution of Printed Matter Sections 16-53 to 16-59, to establish provisions with respect to the distribution of solicited and unsolicited printed matter, and otherwise providing with respect thereto.

Sponsors: Ms. Fisher-Perrier
Publish/Scheduled for Public Hearing to the Parish Council on December 2, 2019

2019-0359

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix C, St. Charles Parish Subdivision Regulations of 1981, Section IV, Design standards, Paragraph D, Drainage, 2, Roadside Drainage, a Subsurface Drainage to specify certain types of stormwater inlets for roadside drainage.

Sponsors: Mr. Cochran and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on December 2, 2019

2019-0360

An ordinance to approve and authorize the execution of an agreement between the Parish of St. Charles and ETOH Monitoring, LLC for Juvenile electronic monitoring services.

Sponsors: Mr. Cochran and Chief Administrative Officer
Publish/Scheduled for Public Hearing to the Parish Council on December 2, 2019

2019-0361

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

Sponsors: Mr. Cochran
Publish/Scheduled for Public Hearing to the Parish Council on December 2, 2019

2019-0365

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I, In General, Section 4-1, Definitions, Section 4-4, Animals running at large, Section 4-10, Keeping of animals not considered pets and keeping of exotic animals, Article III, Licensing, Section 4-40, Rabies inoculation required, Article IV, Impoundment, Adoption, Section 4-50, Impoundment authorized, Section 4-51, Adoption and seizure of impounded animals, Section 4-52, Public offering of animals for adoption, and Section 4-54, Animal breeders.

Sponsors: Mr. Cochran and Department of Animal Control
Publish/Scheduled for Public Hearing to the Parish Council on December 2, 2019

2019-0362

An ordinance to revoke and abandon an unimproved street stub extending off of S. Fashion Boulevard and adjacent to Parcel F, Fashion Plantation Subdivision (900 S. Fashion Boulevard).

Sponsors: Mr. Cochran and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on December 2, 2019

2019-0363

An ordinance to approve and authorize the execution of an Act of Donation by Rathborne Land Company, L.L.C. to St. Charles Parish for a certain parcel of property adjacent to the Rathborne Park at 702 Lakewood Drive in Luling.

Sponsors: Mr. Cochran and Department of Parks and Recreation
Publish/Scheduled for Public Hearing to the Parish Council on December 2, 2019

2019-0364

An ordinance to authorize the Parish President to accept an offer from International Matex Tank Terminals LLC ("IMTT") to purchase a perpetual pipeline servitude/easement/right-of-way for a total consideration of \$9,260.00.

Sponsors: Mr. Cochran and Department of Legal Services
Publish/Scheduled for Public Hearing to the Parish Council on December 2, 2019

2019-0366

An ordinance approving the acceptance of improvements to Barreca Street in Norco next to Airline Highway.

Sponsors: Mr. Cochran and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on December 2, 2019

2019-0367

An ordinance to approve and authorize the execution of an Act of Revocation to revoke and abandon a certain portion of property at 428 Wade Street in Luling, Louisiana.

Sponsors: Ms. Fisher-Perrier
Publish/Scheduled for Public Hearing to the Parish Council on December 2, 2019

2019-0368

An ordinance to amend the St. Charles Parish Code of Ordinances, by revising Chapter 13, Licenses, Taxation and Miscellaneous Business Regulations, Article IX., Clean Indoor Air, Sec. 13-653, Definitions, and to add Section 13-658, - Section 13-661, for Restrictions on smoking in a business establishment known as a bar and/or gambling facility.

Sponsors: Ms. Clulee
Publish/Scheduled for Public Hearing to the Parish Council on December 2, 2019

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2019-0205

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 waters located within the Parish.

Sponsors: Mr. Hogan
Public Hearing Requirements Not Satisfied

A motion was made by Councilmember Hogan, seconded by Councilmember Woodruff, to Postpone Indefinitely File No. 2019-0205. The motion carried by the following vote:

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

Nay: 0

Postponed Indefinitely

2019-0339

An ordinance to approve and authorize the execution of an Engineering Services Contract with Shread-Kurykendaif & Associates, Inc. for the design of Parish Project No. S190501 Alpha Drive Force Main Relocation and Upgrades.

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 Faucheux spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No. 19-11-8

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

2019-0317

An ordinance to approve and authorize the execution of a Contract with LA Contracting Enterprise, LLC of Thibodaux, LA., for the Courthouse Memorial Park Project located at 15045 River Road, Hahnville, LA, in the amount of \$777,469.01.

Sponsors: Mr. Cochran and General Government Buildings

File No. 2019-0317 Postponed Indefinitely per Parish Council Rule 8, #8. Ordinances/Resolutions Which Have Been Tabled. [Shall only appear on two (2) subsequent regular meeting Agendas]
Postponed Indefinitely (Council Rule 8)

RESOLUTIONS

2019-0351

A resolution endorsing a waiver from the Zoning Ordinance of 1981, Section VI, Zoning District Criteria and Regulations, C, Commercial Districts, [I] CR-1, 2.a. minimum lot size and width as requested by Kenneth and Diandray Martin Jr.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:
 P & Z Department Recommended: Approval w/Stipulation Approval with waivers
 Planning Commission Recommended: Approval w/Stipulation Approval with waivers
 Public comment opened
 Mr. Jay Smith, St. Rose

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

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

Nay: 0

Time Extended

Public comment
 Mr. Tim Kelly, St. Rose
 Ms. Vicki Smith, St. Rose

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

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

Nay: 0

Time Extended

Public comment
 Mr. Milton Allemand, Hahnville
 Ms. Diandray Martin, Kenner
 Mr. Robert Rounds, St. Rose
 Ms. Eileen Kelly, St. Rose
 Ms. Karen Catalonotto, St. Rose
 Ms. Lou Ann Rounds, St. Rose

Council Discussion
 Public Works/Wastewater Director Clayton Faucheux spoke on the matter.
 Planning & Zoning Director Michael Albert spoke on the matter.
 Ms. Martin spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 3 - Benedetto, Hogan and Clulee

Enactment No. 8451

2019-0352

A resolution endorsing a waiver from the Zoning Ordinance of 1981, Section VI, Zoning District Criteria and Regulations, C, Commercial Districts, [I] CR-1, 2.b.(1) minimum front yard as requested by Diandray and Kenneth Martin Jr.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:
 P & Z Department Recommended: Approval w/Stipulation Approval with waivers
 Planning Commission Recommended: Approval w/Stipulation Approval with waivers
 Public comment opened
 Mr. Milton Allemand, Hahnville

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 1 - Hogan

Enactment No. 8452

2019-0353

A resolution in support of the Planning and Zoning Commission's approval of 2019-12-SPU for an accessory dwelling unit at 151 Westover Lane, Montz as requested by Blaine Dautz.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:
 P & Z Department Recommended: Approval
 Planning Commission Recommended: Approval
 Public comment opened
 Ms. Michelle Dautz, Montz.

Council Discussion

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No. 8453

2019-0354

A resolution endorsing waivers from the Subdivision Regulations of 1981 to allow a dead-end street with no cul-de-sac and a parcel with no street frontage (Section III.B.3, Geometric Standards for Blocks, Arrangement); and to allow lots that do not meet required width in the M-1 zoning district (Section III.C.1.b, Geometric Standards for Lots, Section III.C.1.a, Geometric Standards for Lots, Corner Lot); and also one lot that does not meet the required area for the M-1 zoning district (Appendix A, Section VI.D.1.2.a) all as requested by 310 Equity, LLC.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:
 P & Z Department Recommended: Approval w/Stipulation Approval with waivers
 Planning Commission Recommended: Approval w/Stipulation Approval with waivers
 Public comment opened; no public comment

Council Discussion

Planning & Zoning Director Michael Albert spoke on the matter
 Councilman Hogan stated the drawing needs to be revised.
 A motion was made by Councilman Hogan to have the drawing amended.
 Chairman Fisher-Perrier questioned Mr. Albert on the matter.
 Councilman Hogan spoke on the matter.
 Mr. Albert spoke on the matter.
 Motion failed for lack of a second.

Further Council Discussion

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No. 8454

2019-0208

A resolution of the St. Charles Parish Council in exercising its duty and obligation in performing checks and balances, requests that Parish President Larry Cochran acknowledge receipt of and responds in writing to what was requested in the letter dated January 24, 2019, sent by Mr. Paul J. Hogan, Councilman-at-Large of Division B, having subsequently been resent nineteen (19) times over the last ten (10) months as part of a follow-up letter dated June 5, 2019 with no response or acknowledgement of receipt having ever being received, relative to the Administration allowing the misuse of public equipment on private property where a parish

employee used a Parish manlift to cut down a tree in his nephews back yard in Paradis, Louisiana.

Sponsors: Mr. Hogan
Reported: Councilman Hogan Recommended: Approval
Public comment opened, no public comment
Proposed resolution failed for lack of a majority by the following vote:
Yea: 2 - Hogan and Bellock
Nay: 7 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Fletcher and Fisher-Perrier

2019-0209

A resolution of the St. Charles Parish Council in exercising its duty and obligation in performing checks and balances, requests that Parish President Larry Cochran acknowledge receipt of and responds in writing to what was requested in the letter dated July 9, 2019, sent by Mr. Paul J. Hogan, Councilman-at-Large of Division B, having subsequently been resent eighteen (18) times over the last four (4) months with no response or acknowledgement of receipt having ever been received, relative to the Administration performing clearing and digging a ditch for a subdivision developer in Hahnville, Louisiana, under the false pretense that the Parish had an historical servitude in the location where the work was performed.

Sponsors: Mr. Hogan
Reported: Councilman Hogan Recommended: Approval
Public comment opened
Mr. Milton Altemand, Hahnville
Council Discussion
Proposed resolution failed for lack of a majority by the following vote:
Yea: 1 - Hogan
Nay: 8 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

2019-0322

A resolution of the St. Charles Parish Council requesting that Parish Legal Advisor Robert Raymond acknowledge receipt of and responds in writing within five (5) days of the effective date of this resolution to the request for a legal opinion that was requested in a letter dated August 2, 2019, sent by Mr. Paul J. Hogan, Councilman-at-Large of Division B, having subsequently been resent twenty-six (26) times over the last three (3) months with no response or acknowledgement of receipt having ever been received, whether or not it is the duty and obligation of the Parish Legal Advisor to provide legal advice to Councilmembers when requested, relative to the wording of proposed ordinances so as to help produce draft ordinances, that if adopted, would be enforceable and able to withstand legal challenges if adopted.

Sponsors: Mr. Hogan
Reported: Councilman Hogan Recommended: Approval
Public comment opened, no public comment
Proposed resolution failed for lack of a majority by the following vote:
Yea: 1 - Hogan
Nay: 8 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Councilman Wilson departed the meeting.

2019-0068

A resolution of the St. Charles Parish Council requesting that Parish Legal Advisor Robert Raymond acknowledge receipt of and responds in writing within five (5) days of the effective date of this resolution to the request for a legal opinion that was requested in a letter dated March 27, 2019, sent by Mr. Paul J. Hogan, Councilman-at-Large of Division B, having subsequently been resent seventeen (17) times over the last eight (8) months with no response or acknowledgement of receipt having ever been received, relative to whether or not a public hearing must be held prior to tabling an agenda item, in light of R.S. 42:14.

Sponsors: Mr. Hogan
Reported: Councilman Hogan Recommended: Approval
Public comment opened
Mr. Milton Altemand, Hahnville
Proposed resolution failed for lack of a majority by the following vote:
Yea: 1 - Hogan
Nay: 7 - Benedetto, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Absent: 1 - Wilson

APPOINTMENTS

2019-0258

A resolution to appoint Mr. Zachary "Zack" Young to The Industrial Development Board of the Parish of St. Charles.

VOTE ON THE APPOINTMENT OF MR. ZACHARY "ZACK" YOUNG
Yea: 8 - Benedetto, Hogan, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Wilson
Enactment No: 6455

2019-0355

A resolution to confirm the appointment of Ms. Wendy Benedetto as a representative to the South Central Planning & Development Commission.

Sponsors: Mr. Cochran
VOTE ON THE APPOINTMENT OF COUNCILWOMAN WENDY BENEDETTO
Yea: 8 - Benedetto, Hogan, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Wilson
Enactment No: 6456

2019-0356

A resolution to confirm the appointment of Mr. Terrell D. Wilson as a representative to the South Central Planning & Development Commission.

Sponsors: Mr. Cochran
VOTE ON THE APPOINTMENT OF COUNCILMAN TERRELL D. WILSON
Yea: 8 - Benedetto, Hogan, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Wilson
Enactment No: 6457

2019-0357

A resolution to confirm the appointment of Ms. Julia Fisher-Perrier as a representative to the South Central Planning & Development Commission.

Sponsors: Mr. Cochran
VOTE ON THE APPOINTMENT OF COUNCILWOMAN JULIA FISHER-PERRIER
Yea: 8 - Benedetto, Hogan, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Wilson
Enactment No: 6458

Councilman Hogan called Point of Order and asked what was the problem with the system in the council chambers. Chairman Fisher-Perrier spoke on the matter and asked the Council Secretary to check on it after the meeting.

Chairman Fisher-Perrier recognized all Councilmembers-Elect present in the audience, Mr. Nicky Dufrene, Mr. Bob Fisher, Ms. La Sandra Darenbourg Gordon, and Ms. Holly Fonseca.

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2019-0358

Review 2020 Parish Council Meeting Schedule (Adopt December 2, 2019)
Review

ADJOURNMENT

A motion was made by Councilmember Fletcher, seconded by Councilmember Bellock, to adjourn the meeting at approximately 8:35 pm. The motion carried by the following vote:
Yea: 8 - Benedetto, Hogan, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Wilson

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Michelle Impastato
Council Secretary

Publish December 26, 2019

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF DECEMBER 2, 2019, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish
Meeting Minutes
Parish Council

St. Charles Parish
Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-763-5000
www.stcharlesparish.la.gov

Final

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

Monday, December 2, 2019 6:00 PM Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Executive Secretary Robin Delahousays, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director Darin Duhe, Executive Director Dwayne LaGrange, Executive Director Micah Cormier, Finance Director Grant Dussan, Public Works/Wastewater Director Clayton Fauchoux, Senior Projects Manager Sam Schollis, Planning & Zoning Director Michael Albert, Parks and Recreation Director Duane Forest, Animal Control Officer Jana Trostler, Interim R.S.V.P. Director Jeannie Arable, Justin Robert, Public Information Office

CALL TO ORDER

Meeting called to order at 6:01 pm.

PRAYER / PLEDGE

Father John M. Ryan
St. Gertrude Catholic Church, Des Allemands

APPROVAL OF MINUTES

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to approve the minutes from the regular meeting of November 4, 2019. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2019-0366

In Recognition: Felton Parquet, Industrial Development Board

Sponsors: Mr. Hogan
Read

Chairman Fisher-Perrier stepped out of the meeting. In Chairman Fisher-Perrier's absence, Vice-Chairman Benedetto assumed the meeting.

2019-0370

Proclamation: Toy and Gift Fund Week

Sponsors: Mr. Cochran
Read

Chairman Fisher-Perrier returned and resumed chairing the meeting.

2019-0371

Proclamation: Christmas Celebration

Sponsors: Ms. Clulee
Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2019-0372

Communications District (G11)

Retired Major Sam Zinna, President
Councilwoman Clulee spoke on the matter.
Major Zinna spoke on the matter.
Reported

2019-0373

R.S.V.P. Program

Jeanne Arable, Interim R.S.V.P. Director
Councilwoman Clulee spoke on the matter.
Ms. Arable spoke on the matter.
Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER-PERRIER AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, DECEMBER 16, 2019, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2019-0374

An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2020 through 2022 in accordance with the Parish Transportation Act.

Sponsors: Mr. Cochran and Department of Finance
Publish/Scheduled for Public Hearing to the Parish Council on December 16, 2019

2019-0375

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with St. Charles CARE Center for the provision of services.

Sponsors: Mr. Cochran, Ms. Benedetto, Mr. Hogan, Mr. Wilson, Ms. Clulee, Mr. Gibbs, Mr. Woodruff, Ms. Bellock, Ms. Fletcher and Ms. Fisher-Perrier
Publish/Scheduled for Public Hearing to the Parish Council on December 16, 2019

2019-0376

An ordinance to approve and authorize the execution of an Intergovernmental Agreement between St. Charles Parish and the River Parishes Transit Authority (RPTA) to provide supplemental funding for the operation of a public transit system.

Sponsors: Mr. Cochran and Department of Economic Development and Tourism

Publish/Scheduled for Public Hearing to the Parish Council on December 16, 2019

2019-0380

An ordinance to amend Ordinance No. 13-5-14, as previously amended, to provide for the alphabetical split of Precinct 7-4 into Precinct 7-4 and 7-4A.

Sponsors: Ms. Fisher-Perrier

Publish/Scheduled for Public Hearing to the Parish Council on December 16, 2019

2019-0381

An ordinance to create prospective precincts by the split and/or merger of precinct geography in accordance with Louisiana Revised Statutes 18:532 and 18:532.1

Sponsors: Ms. Fisher-Perrier

Publish/Scheduled for Public Hearing to the Parish Council on December 16, 2019

2019-0205

An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Chapter 5 Boats, Docks and Waterways, Article I.-In General, Section 5-5 Abandoned vessels in parish waterways., and Chapter 16-Nuisances.

Sponsors: Mr. Hogan

Publish/Scheduled for Public Hearing to the Parish Council on December 16, 2019

2019-0382

An ordinance to approve and authorize the execution of an agreement between St. Charles Parish and Murray Architects, Inc. to provide design services for the West Bank Splash Park/Baseball Quad.

Sponsors: Mr. Cochran and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on December 16, 2019

2019-0383

An ordinance to approve and authorize the execution of an agreement between St. Charles Parish and Murray Architects, Inc. to provide design services for the East Bank Bridge Park Expansion.

Sponsors: Mr. Cochran and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on December 16, 2019

2019-0367

An ordinance to approve and authorize the rescission of Ordinance No. 88-8-12 in relation to a certain portion of property at 428 Wade Street in Luling, Louisiana.

Sponsors: Ms. Benedetto

Publish/Scheduled for Public Hearing to the Parish Council on December 16, 2019

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2019-0347

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P081102-8, Dunleith Canal Bank Stabilization -Phase 7, to balance the contract quantities with actual quantities resulting in a decrease of \$27,500.00 in contract price and an increase in the contract time by ninety-four (94) days.

Sponsors: Mr. Cochran and Department of Public Works

Reported: Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No. 19-12-1

2019-0348

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P180501, Highway 90 Sinkholes Remediation, to balance the contract quantities with actual quantities resulting in an increase of \$20,754.00 in contract price and an increase in the contract time by ten (10) days.

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 Faucheux spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No. 19-12-2

2019-0350

An ordinance to amend the St. Charles Parish Code of Ordinances Chapter 16, Nuisances to add Article V, Distribution of Printed Matter Sections 16-53 to 16-59, to establish provisions with respect to the distribution of solicited and unsolicited printed matter, and otherwise providing with respect thereto.

Sponsors: Ms. Fisher-Perrier

Reported: Councilwoman Fisher-Perrier Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion
Chief Administrative Officer Billy Raymond spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No. 19-12-3

2019-0359

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix C, St. Charles Parish Subdivision Regulations of 1981, Section IV, Design standards, Paragraph D, Drainage, 2. Roadside Drainage, a. Subsurface Drainage to specify certain types of stormwater inlets for roadside drainage.

Sponsors: Mr. Cochran and Department of Public Works

Reported: Public Works Department Recommended: Approval

Speakers: Mr. Danny Hebert, Hahnville

Public Hearing Requirements Satisfied

Enactment No. 19-12-4

Council Discussion

Amendment: to amend the proposed ordinance under "SECTION I. a." to change "The type of catch basin." to read "The type-of standard catch basin." and to change "... may also be reviewed and approved by the Public Works Department." to read "... may also be reviewed and approved if found to be adequate for use by the Public Works Department."

Mr. Hebert spoke on the matter.

A motion was made by Councilmember Hogan, seconded by Councilmember Wilson, to Amend File No. 2019-0359. The motion carried by the following vote:

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

Nay: 0

Amended

2019-0359

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix C, St. Charles Parish Subdivision Regulations of 1981, Section IV, Design standards, Paragraph D, Drainage, 2. Roadside Drainage, a. Subsurface Drainage to specify certain types of stormwater inlets for roadside drainage.

Sponsors: Mr. Cochran and Department of Public Works

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

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

Nay: 0

Enactment No. 19-12-4

2019-0360

An ordinance to approve and authorize the execution of an agreement between the Parish of St. Charles and ETOH Monitoring, LLC for juvenile electronic monitoring services.

Sponsors: Mr. Cochran and Chief Administrative Officer

Reported: Chief Administrative Officer Recommended: Approval

Speakers: Honorable Tim Marcel, 29th Judicial District, Division E

Public Hearing Requirements Satisfied

Council Discussion
Judge Marcel spoke on the matter.
Chief Administrative Officer Billy Raymond spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Fletcher and Fisher-Perrier

Nay: 1 - Bellock

Enactment No. 19-12-5

2019-0361

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

Sponsors: Mr. Cochran

Reported: Parish President Recommended: Approval
Chief Administrative Officer Billy Raymond spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No. 19-12-6

2019-0365

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I, In General, Section 4-1, Definitions., Section 4-4, Animals running at large., Section 4-10, Keeping of animals not considered pets and keeping of exotic animals., Article III, Licensing, Section 4-40, Rabies inoculation required., Article IV, Impoundment, Adoption, Section 4-50, Impoundment authorized., Section 4-51, Adoption and seizure of impounded animals., Section 4-52, Public offering of animals for adoption., and Section 4-54, Animal breeders.

Sponsors: Mr. Cochran and Department of Animal Control

Reported: Animal Control Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion
Animal Control Director Jena Troxler spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No. 19-12-7

2019-0362

An ordinance to revoke and abandon an unimproved street stub extending off of S. Fashion Boulevard and adjacent to Parcel F, Fashion Plantation Subdivision (900 S. Fashion Boulevard).

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported: P & Z Department Recommended: Approval
Planning Commission Recommended: Approval

Speakers: Mr. Louis Authement, Luling, representing Fashion Plantation Estates, LLC

Public Hearing Requirements Satisfied

Council Discussion
Mr. Authement spoke on the matter.

Chairman Fisher-Perrier stepped out of the meeting.
In Chairman Fisher-Perrier's absence, Vice-Chairman Benedetto assumed the meeting.

Councilman Hogan explained his reason for abstaining.

Planning & Zoning Director Michael Albert spoke on the matter.

Chairman Fisher-Perrier returned and resumed chairing the meeting.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Abstain: 1 - Hogan

Enactment No. 19-12-8

2019-0363

An ordinance to approve and authorize the execution of an Act of Donation by Rathborne Land Company, L.L.C. to St. Charles Parish for a certain parcel of property adjacent to the Rathborne Park at 702 Lakewood Drive in Luling.

Sponsors: Mr. Cochran and Department of Parks and Recreation

Reported: Parks & Recreation Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion
At the request of Chairman Fisher-Perrier, Mr. Danny Hebert with Civil & Environmental Consulting Engineers, spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No. 19-12-9

2019-0364

An ordinance to authorize the Parish President to accept an offer from International Matex Tank Terminals LLC ("IMTT") to purchase a perpetual pipeline servitude/easement/right-of-way for a total consideration of \$9,260.00.

Sponsors: Mr. Cochran and Department of Legal Services

Reported: Legal Services Department Recommended: Approval
Legal Services Director Robert Raymond deferred this matter to Mr. Christer Chauvin with Chauvin Law Firm, L.L.C. Destrehan.
Mr. Chauvin spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No. 19-12-10

2019-0366

An ordinance approving the acceptance of improvements to Barreca Street in Norco next to Airline Highway.

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.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No. 19-12-11

2019-0367

An ordinance to approve and authorize the execution of an Act of Revocation to revoke and abandon a certain portion of property at 428 Wade Street in Luling, Louisiana.

Sponsors: Ms. Fisher-Perrier

Public Hearing Requirements Not Satisfied

Amendment: to amend the proposed ordinance by changing the sponsor Julia Fisher-Perrier, Councilwoman, District VII to read "Wendy Benedetto, Councilwoman-At-Large, Division A"; to amend the "SUMMARY" to read "An ordinance to approve and authorize the resolution of Ordinance No. 88-5-12 in relation to a certain portion of property at 428 Wade Street in Luling, Louisiana."; to amend under "SECTION I," "... St. Charles Parish is hereby revoked and abandoned." to read "... St. Charles Parish is hereby rescinded."; and to remove "SECTION II." in its entirety.

Council Discussion: Councilman Hogan questioned who requested the amendment. Councilwoman Benedetto stated that the Legal Services Department requested the amendment. Legal Services Director Robert Raymond spoke on the matter.

A motion was made by Councilmember Benedetto, seconded by Councilmember Clulee, to Postpone Indefinitely and Reintroduce the amended version of File No. 2019-0367. The motion carried by the following vote:

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

Nay: 0

Postponed Indefinitely and Reintroduced

2019-0368

An ordinance to amend the St. Charles Parish Code of Ordinances, by revising Chapter 13, Licenses, Taxation and Miscellaneous Business Regulations, Article IX., Clean Indoor Air, Sec. 13-653, Definitions., and to add Section 13-658. - Section 13-661, for Restrictions on smoking in a business establishment known as a bar and/or gambling facility.

Sponsors: Ms. Clulee

A motion was made by Councilmember Clulee, seconded by Councilmember Benedetto, to accept the revised version of File No. 2019-0368. The motion carried by the following vote:

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

Nay: 0

Amended

2019-0368

An ordinance to amend the St. Charles Parish Code of Ordinances, by revising Chapter 13, Licenses, Taxation and Miscellaneous Business Regulations, Article IX., Clean Indoor Air, Sec. 13-653, Definitions., and to add Section 13-658. - Section 13-661, for Restrictions on smoking in a business establishment known as a bar and/or gaming facility.

Sponsors: Ms. Clulee

Reported: Councilwoman Clulee Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion:

A motion was made by Councilwoman Benedetto to amend the proposed amended ordinance to remove "and/or gaming facility" throughout the proposed ordinance. Motion failed for the lack of a second.

Further Council Discussion:

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

Yea: 1 - Clulee

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

Failed

RESOLUTIONS

2019-0377

A resolution to grant permission to the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA 70079, to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 61), Ormond Boulevard and River Road, Greaud Fine Foods on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 61), and River Road Market at 13572 River Road, on December 8th and 7th or December 13th and 14th, 2019, between the hours of 8:00 A.M. and 7:00 P.M.

Sponsors: Ms. Fletcher

Reported: Councilwoman Fletcher Recommended: Approval Public comment opened: no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No. 8459

2019-0378

A resolution in support of the Planning and Zoning Commission's approval of 2019-14 for an accessory dwelling unit in an R-1B zoning district at 2001 Ormond Boulevard, Destrehan as requested by Ryan & Tina Lagarde.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported: P & Z Department Recommended: Approval Planning Commission Recommended: Approval Public comment opened: Ms. Tina Lagarde, Destrehan

Council Discussion: Ms. Lagarde spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No. 8460

2019-0208

A resolution of the St. Charles Parish Council in exercising its duty and obligation in performing checks and balances, requests that Parish President Larry Cochran acknowledge receipt of and responds in writing to what was requested in the letter dated January 24, 2019, sent by Mr. Paul J. Hogan, Councilman-at-Large of Division B, having subsequently been resent twenty-one (21) times over the last ten (10) months as part of a follow-up letter dated June 5, 2019 with no response or acknowledgement of receipt having ever being received, relative to the Administration allowing the misuse of public equipment on private property where a parish employee used a Parish manlift to cut down a tree in his nephews back yard in Paradis, Louisiana.

Sponsors: Mr. Hogan

A motion was made by Councilman Gibbs to Table File No. 2019-0208. Councilman Hogan called Point of Order and asked the Chairman to read the Council Rules. Councilman Gibbs withdrew his motion.

Public comment opened: no public comment

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

Yea: 1 - Hogan

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

Failed

2019-0209

A resolution of the St. Charles Parish Council in exercising its duty and obligation in performing checks and balances, requests that Parish President Larry Cochran acknowledge receipt of and responds in writing to what was requested in the letter dated July 9, 2019, sent by Mr. Paul J. Hogan, Councilman-at-Large of Division B, having subsequently been resent twenty (20) times over the last four (4) months with no response or acknowledgement of receipt having ever being received, relative to the Administration performing clearing and digging a ditch for a subdivision developer in Hahnville, Louisiana, under the false pretense that the Parish had an historical servitude in the location where the work was performed.

Sponsors: Mr. Hogan

Reported: Councilman Hogan Recommended: Approval Public comment opened, no public comment

Council Discussion:

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

Yea: 1 - Hogan

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

Failed

2019-0322

A resolution of the St. Charles Parish Council requesting that Parish Legal Advisor Robert Raymond acknowledge receipt of and responds in writing within five (5) days of the effective date of this resolution to the request for a legal opinion that was requested in a letter dated August 2, 2019, sent by Mr. Paul J. Hogan, Councilman-at-Large of Division B, having subsequently been resent thirty (30) times over the last three (3) months with no response or acknowledgement of receipt having ever being received, whether or not it is the duty and obligation of the Parish Legal Advisor to provide legal advice to Councilmembers when requested, relative to the wording of proposed ordinances so as to help produce draft ordinances, that if adopted, would be enforceable and able to withstand legal challenges if adopted.

Sponsors: Mr. Hogan

Public comment not opened

A motion was made by Councilmember Gibbs, seconded by Councilmember Benedetto, to Table File No. 2019-0322. The motion carried by the following vote:

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

Nay: 1 - Hogan

Tabled.

2019-0068

A resolution of the St. Charles Parish Council requesting that Parish Legal Advisor Robert Raymond acknowledge receipt of and responds in writing within five (5) days of the effective date of this resolution to the request for a legal opinion that was requested in a letter dated March 27, 2019, sent by Mr. Paul J. Hogan, Councilman-at-Large of Division B, having subsequently been resent eighteen (18) times over the last eight (8) months with no response or acknowledgement of receipt having ever being received, relative to whether or not a public hearing must be held prior to tabling an agenda item, in light of R.S. 42:14.

Sponsors: Mr. Hogan

Public comment not opened

A motion was made by Councilmember Gibbs, seconded by Councilmember Benedetto, to Table File No. 2019-0068. The motion failed by the following vote:

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

Nay: 1 - Hogan

Tabled.

APPOINTMENTS

2019-0379

A resolution appointing a member to the South Central Louisiana Human Services Authority Board:

Councilman Hogan nominated Lieutenant Roanne Sampson

Nomination(s) Accepted

A motion was made by Councilmember Benedetto, seconded by Councilmember Woodruff, to Close Nomination(s) for File No. 2019-0379. The motion carried by the following vote:

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

Nay: 0

Nomination(s) Closed

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2019-0358

Adopt 2020 Parish Council Meeting Schedule

VOTE TO ADOPT THE 2020 PARISH COUNCIL MEETING SCHEDULE

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

Nay: 0

Adopted

ADJOURNMENT

A motion was made by Councilmember Woodruff, seconded by Councilmember Bellock, to adjourn the meeting at approximately 5:03 pm. The motion carried by the following vote:

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

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato Council Secretary

Publish December 26, 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, DECEMBER 16, 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.

2019-0374 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF FINANCE)

ORDINANCE NO. 19-12-12 An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2020 through 2022 in accordance with the Parish Transportation Act.

WHEREAS, in accordance with the provisions of Louisiana Revised Statutes 48:751-760, the Parish Transportation Act, and the St. Charles Parish Home Rule Charter, the Parish President has submitted the Road and Bridges Capital Program Budget for fiscal year 2020 through 2022 to the St. Charles Parish Council; and,

WHEREAS, the Parish Council has taken under advisement the study of the Road and Bridges Capital Program Budget.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the Road and Bridges Capital Program Budget for fiscal year 2020 through 2022 identified as "Exhibit A" is hereby approved and accepted.

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

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

NAYS: NONE
 ABSENT: NONE

And the ordinance was declared adopted this 16th day of December, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Julie John Perrin*
 SECRETARY: *Michelle Sponsator*
 DLVD/PARISH PRESIDENT: *December 19, 2019*
 APPROVED: *DISAPPROVED*
 PARISH PRESIDENT:
 RETD/SECRETARY: *December 19, 2019*
 AT: 7:27 am RECD BY: *[Signature]*

Exhibit "A"

St. Charles Parish Council
 Road & Bridge Capital Budget Program

| Project | Funding Source | 2020 | 2021 | 2022 | Total |
|-------------|--|------------------|------------------|------------------|------------------|
| Priority 13 | Parish Transportation Special Revenue - Fund 102 | 500,000 | 500,000 | 500,000 | 1,500,000 |
| Priority 12 | Parish Transportation Special Revenue - Fund 102 | 500,000 | 500,000 | 500,000 | 1,500,000 |
| Priority 13 | Road & Drainage M&O Special Revenue - Fund 112 | 279,088 | 279,088 | 279,088 | 837,264 |
| Priority 12 | Road & Drainage M&O Special Revenue - Fund 112 | 920,302 | 920,302 | 920,302 | 2,760,906 |
| | Total Capital Budget | 1,700,000 | 1,700,000 | 1,700,000 | 5,100,000 |

development, diversion of children and youth from the criminal justice and foster care system, reduction in the commitments of youth to state institutions, and providing community response to the growing rate of juvenile delinquency; to coordinate and implement programs such as prevention, early intervention, diversion, alternatives to incarceration, treatment services, the assessment, alignment, coordination, prioritization, and measurement of all available services and programs that address the needs of children and youth including those at risk for, or identified with: social, emotional, or developmental problems, including, but not limited to educational failure, abuse, neglect, exposure to violence, juvenile or parental mental illness, juvenile or parental substance abuse, poverty, developmental disabilities and delinquency; to encourage collaborative efforts among local stakeholders for assessing the physical, social, behavioral, and educational needs of children and youth in their respective communities; and for assisting in the development of comprehensive plans to address such needs; and to implement and administer the St. Charles Parish Co-Parenting Program, after it is established;

WHEREAS, the Parish and St. Charles CARE Center wish to assist by providing the above mentioned services assisting the CARE Center; and

WHEREAS, the Parish has agreed to assist the CARE Center with funding; and
WHEREAS, the residents of St. Charles Parish will benefit from the efforts of the Parish and the CARE Center working to assist in the furtherance of the above mentioned services.

NOW, THEREFORE, the Parish and the CARE Center hereby agree as follows:

SECTION 1-SERVICES

The CARE Center will provide the above referenced services and the Parish will provide Ten Thousand dollars (\$10,000.00) to the CARE Center towards the costs of the CARE Center, whereby the Payments shall be made in three equal payments in the amount of Three Thousand, Three Hundred, Thirty-Three Dollars and No/Cents (\$3,333.00) beginning on the 31st day of January 2020 and then on May 22, 2020 and October 23, 2020.

SECTION 2-DURATION

This agreement is for a period of twelve (12) months, commencing on January 1, 2020 and ending December 31, 2020, but may be renewed by the Parish President for two additional one year periods based upon written mutual consent of the parties and the allocation of funding by the St. Charles Parish Council.

SECTION 3-COMMUNITY

The residents of St. Charles Parish will enjoy substantial community benefits as a result of participation in this agreement as practical considerations necessitate that the Parish and the CARE Center work together for a coordinated and comprehensive array of social and behavioral health services and supports.

SECTION 4- INDEPENDENT CONTRACTOR

The CARE Center hereby agrees and accepts that it shall be acting as an independent contractor. It is understood and agreed by the parties that the CARE Center is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between Parish and the CARE Center.

The parties hereto acknowledge and agree that Parish shall not:

- a. Withhold federal or state income taxes;
- b. Withhold federal social security tax (FICA);
- c. Pay federal or state unemployment taxes for the account of the CARE Center; or
- d. Pay workman's compensation insurance premiums for coverage for the CARE Center;

The CARE Center agrees to be responsible for and to pay all applicable federal and state income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

The CARE Center agrees to indemnify and hold Parish harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from Parish's treatment of the CARE Center as an independent contractor.

The CARE further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

SECTION 5-INDEMNIFICATION

The Parish, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty or claim of any kind whatsoever or caused by whomsoever, to the person or property (including the CARE Center) arising out of or resulting from the operation of the CARE Center, whether due in whole or in part to negligent acts of omissions of the Parish, its agents or employees, and the CARE Center hereby agrees to indemnify and hold the Parish, its agents and employees harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by

SECTION 6-REPORTS

Quarterly narrative reports shall be furnished to the Parish's Chief Administrative Officer, Director of Finance and the Parish President.

SECTION 7-COST AND COLLECTION RECORDS

The Parish shall be entitled to audit the books, documents, papers and records of the Board of Directors of the CARE Center pertaining to funding, expenses and financial documents. The CARE Center shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the agreement period and for

2019-0375
 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
 ST. CHARLES PARISH COUNCIL

ORDINANCE NO. 19-12-13

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with St. Charles CARE Center for the provision of services.

WHEREAS, Article VII, Section 14 (C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivision or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and,
WHEREAS, Article VII, Section 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the needy; and,
WHEREAS, the Parish and St. Charles CARE Center wish to assist by providing the above mentioned services assisting CARE; and,
WHEREAS, the Parish has agreed to assist St. Charles CARE Center with funds; and,
WHEREAS, the residents of St. Charles Parish will benefit from the efforts of the Parish and St. Charles CARE Center working to assist in the furtherance of the above mentioned services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement with the St. Charles CARE Center for the provision of services, be hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 16th day of December, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Julie John Perrin*
 SECRETARY: *Michelle Sponsator*
 DLVD/PARISH PRESIDENT: *December 19, 2019*
 APPROVED: *DISAPPROVED*
 PARISH PRESIDENT:
 RETD/SECRETARY: *December 19, 2019*
 AT: 7:27 am RECD BY: *[Signature]*

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

ST. CHARLES PARISH

AND

ST. CHARLES COMMUNITY CARE CENTER FOUNDATION, INC.

This agreement is made and entered into on this ____ day of _____, 2019, by and between St. Charles Parish, hereinafter ("Parish"), represented by Larry Cochran, Parish President, and St. Charles Community CARE Center Foundation, Inc. hereinafter ("CARE Center"), represented by its Executive Director, Lauren M. Johnson.

WHEREAS, Article VII, Section 14 (C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivision or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, Article VII, Section 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the needy; and

WHEREAS, practical considerations necessitate that offices work together in order to effectuate efficient planning and coordination efforts and services in support of the mission and function of the St. Charles Parish Children and Youth Planning Board as set forth in Louisiana Revised Statute 46:1941.2 which said services may include the following: to participate in the implementation and coordination following formulation of and to prepare a comprehensive implementation plan for services and programs for children and youth in St. Charles Parish; to assist in the development, implementation, and operation of services which encourage positive

three years from the date of final payment under this Agreement, for inspection by the Parish, and copies thereof shall be furnished if requested. This shall not include any documentation which is privileged or confidential by law, regulations, or any other authority.

SECTION 8-NOTICE

All notices and correspondence required shall be addressed as follows:

ST. CHARLES PARISH:

Larry Cochran
Parish President
St. Charles Parish
Government St. Charles
Parish Courthouse 15045
River Road
Hahnville, LA 70057

ST. CHARLES COMMUNITY CARE CENTER FOUNDATION INC.:

Lauren M. Johnson
Executive Director
PO Box 682
Hahnville, LA 70057

SECTION 9-TERMINATION

This Agreement may be terminated by either party by giving the other party sixty (60) days written notice of such intention.

SECTION 10-ASSIGNMENT

This Agreement shall be binding upon the successors and assigns for the parties hereto.

SECTION 11-JURISDICTION

The CARE Center does, by signing this Agreement, yield to the jurisdiction of the 29th Judicial District Court, Parish of St. Charles and formally waives any pleas of lack of jurisdiction, in the event of a suit under this Agreement.

SECTION 12-SEVERABILITY

If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

SECTION 13-ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parish and the CARE Center, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written consent signed by both the Parish and the CARE Center.

PARISH OF ST. CHARLES

By: [Signature]
Larry Cochran, Parish President

Date: 12-17-19

ST. CHARLES COMMUNITY CARE CENTER FOUNDATION, INC.

By: _____
Lauren Johnson

Date: _____

2019-0376
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(CHIEF ADMINISTRATIVE OFFICER)

ORDINANCE NO. 19-12-14

An ordinance to approve and authorize the execution of an Intergovernmental Agreement between St. Charles Parish and the River Parishes Transit Authority (RPTA) to provide supplemental funding for the operation of a public transit system.

WHEREAS, the Constitution of the State of Louisiana and the Local Services Law of the State of Louisiana provide for political subdivisions to engage in cooperative endeavors for public purposes; and,

WHEREAS, both St. Charles Parish and the RPTA are authorized by law to provide public transit services; and,

WHEREAS, the RPTA began operations in St. Charles Parish on February 2, 2009 and there exists a desire to continue said public transit system in St. Charles Parish; and,

WHEREAS, the RPTA is not in a financial position to operate said system without supplemental funds being made available to cover expenses; and,

WHEREAS, it is the desire of the Parish President to provide said supplemental funds in accordance with the terms of an Intergovernmental Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Intergovernmental Agreement between St. Charles Parish and the RPTA is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 16th day of December, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DIVISION PRESIDENT: December 19, 2019
APPROVED: _____
DISAPPROVED: _____
PARISH PRESIDENT: _____
RETROSECRETARY: December 19, 2019
AT: 7:27am RECD BY: [Signature]

INTERGOVERNMENTAL AGREEMENT BETWEEN

ST. CHARLES PARISH

AND

THE RIVER PARISHES TRANSIT AUTHORITY

THIS AGREEMENT made this ___ day of _____, 2019, by and between ST. CHARLES PARISH ("PARISH"), Post Office Box 302, 15045 River Road, Hahnville, LA 70057, HEREIN REPRESENTED BY LARRY COCHRAN, PARISH PRESIDENT,

AND

THE RIVER PARISHES TRANSIT AUTHORITY, ("RPTA") Post Office Box 2444, LaPlace, LA 70069, HEREIN REPRESENTED BY COREY FAUCHEUX, CHAIRMAN.

WHEREAS, the River Parishes Transit Authority (RPTA) was created pursuant to Louisiana Revised Statutes 48:1601 et seq., as a body politic and corporate and a political subdivision of the state comprising all of the territory in the parishes of St. Charles, St. James and St. John the Baptist; and,

WHEREAS, the RPTA was created for the purpose to "plan, design, lease (as lessee), purchase, acquire, hold, own, construct, improve, have equity in, maintain, and administer a transit system within the area, to operate same or contract therefore, and to lease (as lessor) same for operation by private parties."; and,

WHEREAS, the RPTA began operation of such transit system in an area including St. Charles and St. John the Baptist Parishes on February 2, 2009; and,

WHEREAS, the RPTA relies upon financial participation from its member parishes to supplement funds necessary to carry out its purpose of providing public transit;

NOW THEREFORE THE PARISH AND THE RPTA hereby enter into this Intergovernmental Agreement for the purpose of distribution of local funds to the RPTA for use in provision of a regional mass transit system serving St. Charles and St. John the Baptist Parishes subject to the following:

1. The term of this Agreement is for one year, January 1, 2020 through December 31, 2020, but may be renewed by the Parish President for three additional one year periods based upon the written mutual consent of the parties and the allocation of funding by the St. Charles Parish Council.
2. The RPTA shall be responsible for the operation of the public transit system including any and all capital and/or operating matters required for the system.
3. The RPTA shall provide the transit system and operate and maintain it in accordance with all requirements of the Federal Transit Administration, Louisiana Department of Transportation and Development, and any other applicable state or federal laws and regulations.
4. The RPTA will defend, indemnify and hold harmless St. Charles Parish from any and all damages and/or claim which may be sustained or arise from the operation of the public transit system, including but not limited to damages sustained as a result of the negligence of the RPTA, its agents or employees or as a result of any defect in any equipment used or service provided and shall provide insurance coverage in accordance with Attachment A.
5. The Parish shall fund the RPTA on a quarterly basis in the amount not to exceed \$68,750 for a total not to exceed \$275,000.00 per year for costs incurred in providing the public transit service. RPTA shall submit an invoice requesting payment within fifteen days prior to start of each calendar quarter. The first invoice will be due on December 17, 2019.
6. The RPTA shall provide to St. Charles Parish a complete financial and operating report on the transit system within sixty days of the close of each fiscal year.

WITNESSES:

ST. CHARLES PARISH

[Signature]
[Signature]

BY: LARRY COCHRAN
PARISH PRESIDENT

WITNESSES:

RIVER PARISHES TRANSIT AUTHORITY

BY: COREY FAUCHEUX
CHAIRMAN

ATTACHMENT A INSURANCE REQUIREMENTS

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A. Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.
The limits for "A" above shall be not less than:
1) Employers liability limits of \$1,000,000/\$1,000,000/\$1,000,000
2) Some contracts may require USL&H or maritime coverage. This should be checked out with Insurance Dept./Legal Dept.
3) WAIVER OF SUBROGATION in favor of St. Charles Parish Council should be indicated on certificate
4) No excluded classes of personnel or employees shall be allowed on Council's premises
- B. Commercial General Liability, including:
1) Contractual liability assumed by this agreement
2) Owners and Contractor's Protective Liability (if Contractor is a General Contractor)
3) Personal and advertising liability
4) Completed operations
5) Medical payments
The limits for "B" above shall not be less than:
1) \$1,000,000 each occurrence limit
2) \$2,000,000 general aggregate limit other than products - completed operations
3) \$1,000,000 personal and advertising injury limit
4) \$1,000,000 products/completed operations aggregate limit
5) \$50,000 fire damage limit
6) \$5,000 medical expense limit (desirable but not mandatory)
7) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+ 2 above. Must include BFCGL endorsement
8) St. Charles Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. Charles Parish Council should be indicated on certificate
9) Some contracts may require Protection and Indemnity coverage. This should be checked out with Insurance Dept./Legal Dept.
- C. Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the Contractor.
The limits for "C" above shall not be less than:
1) \$1,000,000 CSL
2) St. Charles Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. Charles Parish Council should be included on certificate

CERTIFICATES

Prior to starting the work, the Contractor shall deliver to the St. Charles Parish certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the Owner thirty (30) days written notice of any material change in or cancellation of such insurance.

HOLD HARMLESS CLAUSE

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the Council and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent cause in whole or in part by negligent acts or omissions of Contractor.

LICENSE REQUIREMENTS

When applicable, a current St. Charles Parish Occupational License is to be maintained during the duration of this contract. When applicable, a current Louisiana State Contractor's License should be furnished.

2019-0380
INTRODUCED BY: JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII
ORDINANCE NO. 19-12-15

An ordinance to amend Ordinance No. 13-5-14, as previously amended, to provide for the alphabetical split of Precinct 7-4 into Precinct 7-4 and 7-4A.

WHEREAS, in an effort to better serve the public on Election Day, the Parish has been in discussions with the Clerk of Court and the Registrar of Voters in regards to overcrowded conditions at Precinct 7-4; and,

WHEREAS, as a result of these discussions it has been determined that Precinct 7-4 should be split alphabetically; and,

WHEREAS, the polling place shall remain at Luling Elementary School.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance No. 13-5-14 is hereby amended by creating an alphabetical split of Precinct 7-4 to read as follows:

Precinct 7-4 is hereby amended to read:

Precinct 7-4, 7-4A

Polling Place:

Precinct 7-4 (A-K) Luling Elementary School, 904 Sugarhouse Road, Luling
 Precinct 7-4A (L-Z) Luling Elementary School, 904 Sugarhouse Road, Luling

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

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

And the ordinance was declared adopted this 16th day of December, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
 SECRETARY: *[Signature]*
 DLVD/PARISH PRESIDENT: *[Signature]* December 19, 2019
 APPROVED: *[Signature]* DISAPPROVED

PARISH PRESIDENT: *[Signature]*
 RETD/SECRETARY: *[Signature]* December 19, 2019
 AT: 7:27am RECD BY: *[Signature]*

2019-0381
INTRODUCED BY: JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII
ORDINANCE NO. 19-12-16

An ordinance to create prospective precincts by the split and/or merger of precinct geography in accordance with Louisiana Revised Statutes 18:532 and 18:532.1.

WHEREAS, the St. Charles Parish Council has the authority under R.S. 18:532 to adopt prospective precinct mergers that are not subject to the requirement that the precincts or parts of the precincts shall be in the same state, local, and municipal office voting district; and,
WHEREAS, any prospective precinct mergers shall be submitted for review and approval to the Louisiana Secretary of State and the Louisiana Legislature by December 31 of 2019; and,
WHEREAS, any prospective precinct mergers shall be effective not later than **March 31 of 2020** for the purpose of establishing block boundaries for the federal decennial census, and for reapportionment and redistricting purposes following that federal decennial census; and,
WHEREAS, any prospective precinct mergers shall be effective not later than **July 1, 2021** for all purposes; and,
WHEREAS, the St. Charles Parish Council has the authority under R.S. 18:532.1 to change the configuration, boundaries or designation of its election precincts; and,
WHEREAS, the Louisiana Secretary of State and the Louisiana Legislature have approved the merger and/or split of precincts in **Section 1**.

NOW, THEREFORE BE IT ORDAINED by the St. Charles Parish Council, that the following precincts are created by merger and/or splitting, as described in **Section 1**:

SECTION 1. NEW PROSPECTIVE PRECINCT DESCRIPTIONS:

Precinct 1-1.
 The region bounded and described as follows: Beginning at the point of intersection of the St. Charles/St. John the Baptist Parish boundary and the center flow channel of the St. Charles Canal, and proceeding northeasterly and southeasterly along the St. Charles/St. John the Baptist Parish boundary to its intersection with the centerline of the Mississippi River, and proceeding southerly and easterly along the centerline of the Mississippi River to its intersection with the straight line extension of the centerline of Louisiana Highway 3142, and proceeding southeasterly along the centerline of Louisiana Highway 3142 to its intersection with the centerline of Louisiana Highway 3127, and proceeding easterly along the centerline of Louisiana Highway 3127 to its intersection with the center flow channel of Vial Canal, and proceeding southwesterly along the center flow channel of Vial Canal to its intersection with the center flow channel of the 80 Arpent Canal, and proceeding northeasterly along the center flow channel of the 80 Arpent Canal to its intersection with the center flow channel of the St. Charles Canal, and proceeding easterly and northeasterly along the center flow channel St. Charles Canal to its intersection with the St. Charles/St. John the Baptist Parish boundary, the point of beginning.
 Polling Place: Precinct 1-1 Killona Fire House, 218 Adams Street, Killona, LA

Precinct 1-2.
 The region bounded and described as follows: Beginning at the point of intersection of the straight line extension of the centerline of Louisiana Highway 3142 and the center flow channel of the Mississippi River, and proceeding easterly and southerly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of Louisiana Highway 3160 (Home Place), and proceeding southwesterly and southerly along Louisiana Highway 3160 (Home Place) to its intersection with the centerline of Louisiana Highway 3127, and proceeding northwesterly along the centerline of Louisiana Highway 3127 to its intersection with the centerline of Louisiana Highway 3142, and proceeding northerly along the centerline of Louisiana Highway 3142 and its extension to its intersection with the center flow channel of the Mississippi River, the point of beginning.
 Polling Place: Precinct 1-2 Hahnville Elementary School, 626 Pine Street, Hahnville, LA
 Precinct 1-2A Hahnville Elementary School, 626 Pine Street, Hahnville, LA

Precinct 1-3.
 The region bounded and described as follows: Beginning at the point of intersection of the centerline of the Mississippi River and the straight centerline extension of Louisiana Highway 3160, and proceeding southerly and easterly along the centerline of the Mississippi River to its intersection with the centerline of Interstate 310, and proceeding southerly along the centerline of Interstate 310 to its intersection with the centerline of Louisiana Highway 3127, and proceeding northerly along the centerline of Louisiana Highway 3127 to its intersection with the centerline of Louisiana Highway 3160 (Home Place), and proceeding northerly along the centerline of Louisiana Highway 3160 (Home Place) and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, intersection to the point of beginning.
 Polling Place: Precinct 1-3 Eual J. Landry, Sr. Middle School, 108 Tiger Circle, Hahnville, LA

Precinct 1-5.
 The region bounded and described as follows: Beginning at the point of intersection of the centerline of the southbound lane of Interstate 310 and the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding northerly along the centerline of Interstate 310 to its intersection with the center flow channel of the Boutte Canal, and proceeding southeasterly along the center flow channel of the Boutte Canal to its intersection with Louisiana Highway 52 (Paul Maillard Road), and proceeding southwesterly along the centerline of Louisiana Highway 52 (Paul Maillard Road) to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding westerly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the southbound lane of Interstate 310, the point of beginning.
 Polling Place: Precinct 1-5 Luling Central Fire Station, 1603 Paul Maillard Road, Luling, LA

Precinct 1-6.
 The region bounded and described as follows: Beginning at the point of intersection of the centerline of the Mississippi River and the extension of the centerline of Destrehan Drive, and proceeding northeasterly along the centerline of Destrehan Drive and its extension to its intersection with the centerline of Eve St, and proceeding westerly along the centerline of Eve St to its intersection with the centerline of Murray Hill Drive, and proceeding northeasterly along the centerline of Murray Hill Drive to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding southeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline of South Destrehan Avenue, and proceeding southerly along the centerline of South Destrehan Avenue to its intersection with the centerline of Louisiana Highway 48, and proceeding easterly along the centerline of Louisiana Highway 48 to its intersection with the centerline of Interstate 310, and proceeding southwesterly along the centerline of Interstate 310 to its intersection with the centerline of the Mississippi River, and proceeding northwesterly along the centerline of the Mississippi River to its intersection with the straight centerline extension of Destrehan Drive, the point of beginning.
 Polling Place: Precinct 1-6 Harry Hurst Middle School, 170 Road Runner Lane, Destrehan, LA

Precinct 2-1.
 The region bounded and described as follows: Beginning at the point of intersection of the centerline of Interstate 310 and the centerline of Union Pacific Railroad Tracks, and proceeding northerly along the centerline of Interstate 310 to its intersection with the centerline of the Mississippi River, and proceeding easterly along the centerline of the Mississippi River to its intersection with the straight line extension of Queenie Drive, and proceeding southerly along the centerline of Queenie Drive and its extension to its intersection with the centerline of Union Pacific Railroad Tracks, and proceeding westerly along the centerline of Union Pacific Railroad Tracks to the point of beginning.
 Polling Place: Precinct 2-1 Luling Elementary School, 904 Sugarhouse Road, Luling, LA

Precinct 2-2.
 The region bounded and described as follows: Beginning at the point of intersection of the centerline of Louisiana Highway 52 (Paul Maillard Road) and the centerline of the Union Pacific Railroad Tracks, and proceeding easterly along the centerline of the Union Pacific Railroad Tracks to its intersection with the centerline of Queenie Drive (private), and proceeding southwesterly and easterly and southwesterly and southerly along the centerline of Queenie Drive (Private) to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding southwesterly along the centerline of the Burlington Northern Santa Fe Railroad Track to its intersection with the centerline of Louisiana Highway 52 (Paul Maillard Road), and proceeding northeasterly along the centerline of Louisiana Highway 52 (Paul Maillard Road) to its intersection with the centerline of the centerline of the Union Pacific Railroad Tracks, the point of beginning.
 Polling Place: Precinct 2-2 Luling Elementary School, 904 sugarhouse Road, Luling, LA

Precinct 2-3.
 The region bounded and described as follows: Beginning at the point of intersection of the centerline of the straight centerline extension of Queenie Drive (Private) and the center flow channel of the Mississippi River, and proceeding easterly along the center

flow channel of the Mississippi River to its intersection with a straight line extension of the West Davis Diversion Levee, and proceeding southerly along the West Davis Diversion Levee to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding westerly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the centerline of Queenie Drive (Private), and proceeding northeasterly and northwesterly and northeasterly along the centerline of Queenie Drive (Private) and its extension to its intersection with the center flow channel of the Mississippi River, the point of beginning.
 Polling Place: Precinct 2-3 Old St. Charles Recreation Office, 12125 River Road, Luling, LA

Precinct 2-4.
 The region bounded and described as follows: Beginning at the point of intersection of the straight line extension of the West Davis Diversion Levee and the center flow channel of the Mississippi River, and proceeding northeasterly along the center flow channel of the Mississippi River to its intersection with the St. Charles/Jefferson Parish line, and proceeding southerly along the St. Charles/Jefferson Parish line to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding southwesterly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the West Davis Diversion Levee, and proceeding northerly along the West Davis Diversion Levee and its straight line extension to its intersection with the center flow channel of the Mississippi River, the point of beginning.
 Polling Place: Precinct 2-4 Ama Fire House, 104 Ellen Street, Ama, LA

Precinct 2-5.
 The region bounded and described as follows: Beginning at the point of intersection of the straight line extension of the center flow channel of the Peterson Canal and the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding easterly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the St. Charles/Jefferson Parish line, and proceeding southerly along the St. Charles/Jefferson Parish line to its intersection with the shoreline of Lake Cataouatche, and proceeding westerly and southerly along the shoreline of Lake Cataouatche to its intersection with the center flow channel of the Louisiana Cypress Lumber Canal, and proceeding westerly and northerly along the center flow channel of the Louisiana Cypress Lumber Canal to its intersection with the center flow channel of the Cousin Canal, and proceeding northerly along the centerline of Cousin Canal to its intersection with the straight line extension of the Willow Ridge Hurricane Protection Levee, and proceeding easterly along the Willow Ridge Hurricane Protection Levee to its intersection with the straight line extension of the center flow channel of Peterson Canal, and proceeding northerly along the center flow channel of Peterson Canal to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, the point of beginning.
 Polling Place: Precinct 2-5 Lakewood Elementary School, 501 East Heather Drive, Luling, LA
 Precinct 2-5A Lakewood Elementary School, 501 East Heather Drive, Luling, LA

Precinct 2-6.
 The region bounded and described as follows: Beginning at the point of intersection of the centerline of South Destrehan Avenue and the centerline of Louisiana Highway 48 (River Road), and proceeding northerly along the centerline of South Destrehan Avenue to its intersection with the Canadian National, and proceeding easterly along the centerline of the Canadian Gulf Railroad Tracks to its intersection with the centerline of Interstate 310, and proceeding northeasterly along the centerline of Interstate 310 to its intersection with Louisiana Highway 626 (St. Rose Avenue), and proceeding southwesterly along the centerline of Louisiana Highway 626 (St. Rose Avenue) to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding southwesterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline of an unnamed private plant access road east of Ponderosa Road, and proceeding southeasterly and southeasterly along the unnamed plant road east of Ponderosa Road and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, and proceeding westerly along the center flow channel of the Mississippi River to its intersection with the centerline of Interstate 310, and proceeding northerly along the intersection of Interstate 310 to its intersection with the centerline of Louisiana Highway 48 (River Road), and proceeding westerly along the centerline of Louisiana Highway 48 (River Road) to its intersection with the centerline of South Destrehan Avenue, the point of beginning.
 Polling Place: Precinct 2-6 Harry Hurst Middle School, 170 Road Runner Lane, Destrehan, LA

Precinct 3-1.
 The region bounded and described as follows: Beginning at the point of intersection of the centerline of United States Highway 61 (Airline Highway) and Ormond Boulevard, and proceeding easterly along the centerline of United States Highway 61 (Airline Highway) to its intersection with the centerline of Louisiana Highway 626 (Saint Rose Avenue), and proceeding southeasterly along the centerline of Louisiana Highway 626 (Saint Rose Avenue) to its intersection with the centerline of Interstate 310, and proceeding westerly and southwesterly along the centerline of Interstate 310 to its intersection with a powerline utility corridor, and proceeding westerly along the powerline utility corridor to its intersection with the centerline of Dunleith Drive, and proceeding northerly along the centerline of Dunleith Drive to its intersection with the centerline of Ashland Drive, and proceeding northwesterly along the centerline of Ashland Drive to its intersection with the centerline of Melrose Drive, and proceeding northeasterly along the centerline of Melrose Drive to its intersection with the centerline of Magnolia Drive, and proceeding westerly along the centerline of Magnolia Drive to its intersection with the centerline of Ormond Boulevard, and proceeding southwesterly along the centerline of Ormond Boulevard to its intersection with a powerline utility corridor, and proceeding northwesterly along the powerline utility corridor to its intersection with the center flow channel of the West Ormond Levee Canal, and proceeding northeasterly along the center flow channel of the West Ormond Levee Canal to its intersection with the centerline of the Kansas City Southern Railroad Tracks, and proceeding easterly along the centerline of the Kansas City Southern Railroad Tracks to its intersection with the centerline of Ormond Boulevard, and proceeding northerly along the centerline of Ormond Boulevard to its intersection with the centerline of United States Highway 61 (Airline Highway), the point of beginning.
 Polling Place: Precinct 3-1 New Sarpy Elementary School, 130 Plantation Road, Destrehan, LA
 Precinct 3-1A New Sarpy Elementary School, 130 Plantation Road, Destrehan, LA
 Precinct 3-1B New Sarpy Elementary School, 130 Plantation Road, Destrehan, LA

Precinct 3-2.
 The region bounded and described as follows: Beginning at the point of intersection of the straight line extension of the center flow channel of the West Ormond Levee Canal and the centerline of the Canadian National Railroad Tracks, and proceeding northeasterly along the center flow channel of the West Ormond Levee Canal to its intersection with a powerline utility corridor, and proceeding southwesterly along the powerline utility corridor to its intersection with the centerline of Ormond Boulevard, and proceeding northerly along the centerline of Ormond Boulevard to its intersection with the centerline of Magnolia Drive, and proceeding southeasterly along the centerline of Magnolia Drive to its intersection with the centerline of Melrose Drive, and proceeding southwesterly along the centerline of Melrose Drive to its intersection with the centerline of Ashland Drive, and proceeding southeasterly along the centerline of Ashland Drive to its intersection with centerline of Dunleith Drive, and proceeding southerly along the centerline of Dunleith Drive to its intersection with a powerline utility corridor, and proceeding easterly along the powerline utility corridor to its intersection with the centerline of Interstate 310, and proceeding southerly along the centerline of Interstate 310 to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding northwesterly along the centerline of the Canadian National Railroad Tracks to its intersection with the straight line extension of the center flow channel of the West Ormond Levee Canal, the point of beginning.
 Polling Place: Precinct 3-2 Ethel Schoeffner Elementary School, 140 Plantation Road, Destrehan, LA

Precinct 3-3.
 The region bounded and described as follows: Beginning at the point of intersection of the centerline of the Mississippi River and the extension of the centerline of River Point Drive, and proceeding northeasterly along the centerline of River Point Drive to its intersection with the centerline of Live Oak Drive, and proceeding southeasterly along the centerline of Live Oak Drive to its intersection with the centerline of Ormond Village Drive, and proceeding northeasterly along the centerline of Ormond Village Drive to its intersection with the centerline of the Canadian National Railroad, and proceeding southeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline of Murray Hill Drive, and proceeding southerly along the centerline of Murray Hill Drive to its intersection with the centerline of Eve Street, and proceeding easterly along the centerline of Eve Street to its intersection with the centerline of Destrehan Drive, and proceeding southerly along the centerline of Destrehan Drive and its extension to its intersection with the centerline of the Mississippi River, and proceeding westerly along the centerline of the Mississippi River to its intersection with the straight centerline extension of River Point Drive, the point of beginning.
 Polling Place: Precinct 3-3 Destrehan High School, 1 Wildcat Drive, Destrehan, LA

Precinct 4-1.
 The region bounded and described as follows: Beginning at the point of intersection of the St. Charles/St. John the Baptist Parish line and center flow channel of the St. Charles Canal, and proceeding southerly along the center flow channel of the St. Charles Canal and the 80 Arpent Canal to its intersection with the center flow channel of the Vial Canal, and proceeding easterly along the center flow channel of the Vial Canal to its intersection with the centerline of Louisiana Highway 3127, and proceeding southerly along the centerline of Louisiana Highway 3127 to its intersection with the center flow channel of the 80 Arpent Canal, and proceeding westerly along the center flow channel of the Eighty Arpent Canal to its intersection with the center flow channel of the Paradis Canal, and proceeding southerly along the center flow channel of the Paradis Canal to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding westerly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the centerline of Louisiana Highway 306 (Bayou Gauche Road), and proceeding southerly along the centerline of Louisiana Highway 306 (Bayou Gauche Road) to its intersection with Kerry's Pointe West, and proceeding southerly along Kerry's Pointe West and its straight centerline extension to its intersection with the center flow channel of Bayou Gauche, and proceeding westerly along the center flow channel of Bayou Gauche to its intersection with the St. Charles/Lafourche Parish line in Petit Lac Des Allemands, and proceeding westerly and northerly along the St. Charles/Lafourche Parish line to its intersection with the St. Charles/St. John the Baptist Parish line, and proceeding northerly along the St. Charles/St. John the Baptist Parish line to its intersection with the center flow channel of the St. Charles Canal, the point of beginning.
 Polling Place: Precinct 4-1 St. Gertrude Education Center, 17336 LA 631, Des Allemands, LA
 Precinct 4-1A St. Gertrude Education Center, 17336 LA 631, Des Allemands, LA

Precinct 4-2.
 The region bounded and described as follows: Beginning at the point of intersection of the centerline of Louisiana Highway 306 (Bayou Gauche Road) and the center flow channel of Canal Number Six, and proceeding easterly along the center flow channel of Canal Number Six and its straight line extension to its intersection with the center flow channel of the Paradis Canal, and proceeding northerly along the center flow channel of

the Paradis Canal to its intersection with the center flow channel of the Magnolia Ridge Levee Canal, and proceeding easterly along the center flow channel of the Magnolia Ridge Levee Canal to its intersection with a power transmission line, and proceeding southerly and easterly along the power transmission line to its intersection with the center flow channel of the Cousin Canal, and proceeding southerly along the center flow channel of the Cousin Canal to its intersection with the center flow channel of the Louisiana Cypress Lumber Canal, and proceeding southeasterly and easterly along the center flow channel of the Louisiana Cypress Lumber Canal to its intersection with the shoreline of Lake Cataouatche, and proceeding northeasterly along the shoreline of Lake Cataouatche to its intersection with the St. Charles/Jefferson Parish line, and proceeding southerly along the St. Charles/Jefferson Parish line to its intersection with the St. Charles/Lafourche Parish line, and proceeding westerly along the St. Charles/Lafourche Parish line to its intersection with the center flow channel of Bayou Gauche in Petit Lac Des Allemands, and proceeding westerly along the center flow channel of Bayou Gauche to its intersection with the straight centerline extension of Kerry's Pointe West, and proceeding northerly along the centerline of Kerry's Point West to its intersection with the centerline of Louisiana Highway 306 (Bayou Gauche Road), and proceeding northerly along the centerline of Louisiana Highway 306 (Bayou Gauche Road) to its intersection with the center flow channel of Canal Number Six, the point of beginning.

Polling Place: Precinct 4-2 Bayou Gauche Fire House, 410 First Street, Bayou Gauche, LA

Precinct 4-3.

The region bounded and described as follows: Beginning at the point of intersection of the centerline of the Burlington Northern Santa Fe Railroad Tracks and the centerline of Louisiana Highway 306 (Bayou Gauche Road), and proceeding northeasterly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the center flow channel of the Paradis Canal, and proceeding easterly and southerly along the centerline of Paradis Canal to its intersection with the straight line extension of the center flow channel of Canal Number Six, and proceeding westerly along the center flow channel of Canal Number Six to its intersection with the centerline of Louisiana Highway 306 (Bayou Gauche Road), and proceeding northerly along the centerline of Louisiana Highway 306 (Bayou Gauche Road) to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, the point of beginning.

Polling Place: Precinct 4-3 J. B. Martin Middle School, 434 South Street, Paradis, LA

Precinct 4-4.

The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Paradis Canal and the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding northerly along the center flow channel of the Paradis Canal to its intersection with the center flow channel of the Eighty Arpent Canal, and proceeding southeasterly along the center flow channel of the Eighty Arpent Canal to its intersection with the centerline of Louisiana Highway 3127, and proceeding southerly along the centerline of Louisiana Highway 3127 to its intersection with the centerline of Interstate 310, and continuing southerly along the centerline of Interstate 310 to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding easterly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the straight centerline extension of River Ridge Drive, and proceeding southwesterly along the centerline of River Ridge Drive to its intersection with center flow channel of the Blouin Canal, and proceeding westerly along the center flow channel of Blouin Canal to its intersection with the center flow channel of the Cousin Canal, and proceeding southerly along the center flow channel of the Cousin Canal to its intersection with a power transmission line, and proceeding westerly and northwesterly along the power transmission line to its intersection with the center flow channel of the Magnolia Ridge Levee Canal, and proceeding westerly and southerly along the center flow channel of the Magnolia Ridge Levee Canal to its intersection with the center flow channel of the Paradis Canal, and proceeding northerly and westerly along the center flow channel of the Paradis Canal to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, the point of beginning.

Polling Place: Precinct 4-4 Hahnville High School, 200 Tiger Drive, Boutte, LA

Precinct 5-1.

The region bounded and described as follows: Beginning at the point of intersection of the centerline of Canadian National Railroad Tracks and the centerline of an unnamed plant access road east of Ponderosa Road, and proceeding northeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline extension of Oak St, and proceeding southerly along the centerline of Oak St and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, and proceeding westerly along the center flow channel of the Mississippi River to its intersection with a straight centerline extension of an unnamed plant access road east of Ponderosa Road, and proceeding northerly and easterly and northerly along the centerline of the unnamed plant access road to its intersection with the centerline of the Canadian National Railroad Tracks, the point of beginning.

Polling Place: Precinct 5-1 St. Rose Elementary School, 230 Pirate Drive, St. Rose, LA

Precinct 5-3.

The region bounded and described as follows: Beginning at the point of intersection of the centerline of the Canadian National Railroad Tracks and the straight centerline extension of Oak Street, and proceeding northeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline of Giardina Farm Road running west of and parallel to Palmirino Drive, and proceeding southerly along the centerline of Giardina Farm Road and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, and proceeding southwesterly along the center flow channel of the Mississippi River to its intersection with the centerline of Oak St, and proceeding northerly along the centerline of Oak St to its intersection with the centerline of the Canadian National Railroad Tracks, the point of beginning.

Polling Place: Precinct 5-3 St. Rose Elementary School, 230 Pirate Drive, St. Rose, LA

Precinct 5-4.

The region bounded and described as follows: Beginning at the point of intersection of the centerline of the Canadian National Railroad Tracks and Giardina Farm Road west of and running parallel to the centerline of Palmirino Drive, and proceeding easterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline of Louisiana Highway 50 (Almedia Road), and proceeding southerly along the centerline of Louisiana Highway 50 (Almedia Road) and its extension to its intersection with the center flow channel of the Mississippi River, and proceeding southerly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of Giardina Farm Road located west of and running parallel to Palmirino Drive, and proceeding northwesterly along Giardina Farm Road to its intersection with the centerline of the Canadian National Railroad Tracks, the point of beginning.

Polling Place: Precinct 5-4 Albert Cammon Middle School, 234 Pirate Drive, St. Rose, LA

Precinct 5-5.

The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Cross Bayou Canal and the centerline of United States Highway 61 (Airline Highway), and proceeding northerly along the center flow channel of the Cross Bayou Canal to its intersection with the center flow channel of Bayou La Branche, and continuing northerly along the center flow channel of Bayou La Branche to its intersection with the shoreline of Lake Pontchartrain, and proceeding easterly along the shoreline of Lake Pontchartrain to its intersection with the St. Charles/Jefferson Parish line, and proceeding southerly along the St. Charles/Jefferson Parish line to its intersection with the center flow channel of the Mississippi River, and proceeding westerly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of Louisiana Highway 50 (Almedia Road), and proceeding northerly along the centerline of Louisiana Highway 50 (Almedia Road) to its intersection with the centerline of Canadian National Railroad Tracks, and proceeding southwesterly along the centerline of the Canadian National Railroad Tracks to its intersection with the centerline of Louisiana Highway 626 (Saint Rose Avenue), and proceeding northerly along the centerline of Louisiana Highway 626 (Saint Rose Avenue) to its intersection with the centerline of United States Highway 61 (Airline Highway), and proceeding westerly along the centerline of United States Highway 61 (Airline Highway) to its intersection with the extension of the center flow channel of the Cross Bayou Canal, the point of beginning.

Polling Place: Precinct 5-5 Albert Cammon Middle School, 234 Pirate Drive, St. Rose, LA

Precinct 6-1.

The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Mississippi River and the St. Charles/St. John the Baptist Parish line, and proceeding northerly along the St. Charles/St. John the Baptist Parish line to its intersection with the shoreline Lake Pontchartrain, and proceeding easterly along the shoreline of Lake Pontchartrain to its intersection with the straight centerline extension of the West Upper Guide Levee, and proceeding southwesterly and southerly along the centerline of the West Upper Guide Levee to its intersection with the centerline of Powerland Street, and continuing southerly along the centerline of Powerland Street and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, and proceeding westerly along the center flow channel of the Mississippi River to its intersection with the St. Charles/St. John the Baptist Parish line, the point of beginning.

Polling Place: Precinct 6-1 Zephyrin Perilloux Fire House, 17830 River Road, Montz, LA

Precinct 6-2.

The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Mississippi River and the centerline extension of Powerland Street, and proceeding northerly and westerly and northeasterly along the centerline of Powerland Street to its intersection with the centerline of Upper Guide Levee, and proceeding northeasterly along the centerline of Upper Guide Levee and its straight centerline extension to its intersection with the shoreline of Lake Pontchartrain, and proceeding southeasterly along the shoreline of Lake Pontchartrain to its intersection with the straight centerline extension of Lower Guide Levee Road, and proceeding southwesterly along the centerline of Lower Guide Levee to its intersection with the centerline of United States Highway 61 (Airline Highway), and proceeding southeasterly along the centerline of United States Highway 61 (Airline Highway) to its intersection with the centerline of Louisiana Highway 48 (Apple Street), and proceeding southerly along the centerline of Louisiana Highway 48 (Apple Street) and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, and proceeding westerly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of Powerland Street, the point of beginning.

Polling Place: Precinct 6-3 Norco Elementary School, 102 Fifth Street, Norco, LA

Precinct 6-4.

The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Mississippi River and the straight centerline extension of Louisiana Highway 48 (Apple Street), and proceeding northerly along the centerline of Louisiana Highway 48 (Apple Street) to its intersection with the centerline of United States Highway 61 (Airline Highway), and proceeding northwesterly along the centerline of United States Highway 61 (Airline Highway) to its intersection with the centerline of Lower Guide Levee Road, and proceeding northeasterly along the centerline of Lower Guide Levee Road and its extension to its intersection with the shoreline of Lake

Ponchartrain, and proceeding easterly along the shoreline of Lake Pontchartrain to its intersection with the center flow channel of Bayou LaBranche, and proceeding southerly along the center flow channel of Bayou LaBranche to its intersection with the center flow channel of the Cross Bayou Canal, and proceeding southerly along the center flow channel of the Cross Bayou Canal to its intersection with the centerline of United States Highway 61 (Airline Highway), and proceeding westerly along the centerline of United States Highway 61 (Airline Highway) to its intersection with the center flow channel of the Troclair Canal, and proceeding southwesterly along the center flow channel of the Troclair Canal to its intersection with the Canadian National Rail Road Tracks, and proceeding northwesterly along centerline of the Canadian National Rail Road Tracks to its intersection with the straight centerline extension of Annex Street, and proceeding southwesterly along the centerline of Annex Street to its intersection with the centerline of Short Street, and proceeding southeasterly along the centerline of Short Street to its intersection with the centerline of Clement Street, and proceeding southwesterly along the centerline of Clement Street and its extension to its intersection with the center flow channel of the Mississippi River, and proceeding northerly and northwesterly along the centerline of the Mississippi River to its intersection with the straight centerline extension of Louisiana Highway 48 (Apple Street), the point of beginning.

Polling Place: Precinct 6-4 Union Hall, 601 Goodhope Street, Norco, LA

Precinct 6-6.

The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Mississippi River and the straight centerline extension of Clement Street, and proceeding northeasterly along the centerline of Clement Street to its intersection with the centerline of Short Street, and proceeding northwesterly along the centerline of Short Street to its intersection with the centerline of Annex Street, and proceeding northeasterly along the centerline of Annex Street and its extension to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding southeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the center flow channel of the Troclair Canal, and proceeding northeasterly along the center flow channel of the Troclair Canal to its intersection with the centerline of United States Highway 61 (Airline Highway), and proceeding easterly along the centerline of United States Highway 61 (Airline Highway) to its intersection with the centerline of Ormond Boulevard, and proceeding southerly along the centerline of Ormond Boulevard to its intersection with the centerline of the Kansas City Southern Railroad Tracks, thence westerly along the centerline of the Kansas City Southern Railroad Tracks to its intersection with the center flow channel of the West Ormond Levee Canal, and proceeding southerly and westerly and south westerly along the center flow channel of the West Ormond Levee Canal and its extension to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding northeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the straight line extension of West Lawson Street, and proceeding southwesterly along the centerline of West Lawson Street to its intersection with the centerline of Park Avenue, and proceeding westerly along the centerline of Park Avenue and its extension to its intersection with the center flow channel of the Mississippi River, and proceeding northerly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of Clement Drive, the point of beginning.

Polling Place: Precinct 6-6 Alan Arterbury Building, 14564 River Road, New Sarpy, LA

Precinct 6-7.

The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Mississippi River and the straight centerline extension of Park Avenue, and proceeding easterly along the centerline of Park Avenue to its intersection with the centerline of West Lawson Street, and proceeding northeasterly along West Lawson Street and its extension to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding southeasterly along the centerline of the Canadian National Railroad Tracks to its intersection with the straight centerline extension of Carolyn Drive, and proceeding southwesterly along the centerline of Carolyn Drive and its straight centerline extension to its intersection with the center flow channel of the Mississippi River, and proceeding northerly along the center flow channel of the Mississippi River to its intersection with the straight centerline extension of Park Avenue, the point of beginning.

Polling Place: Precinct 6-7 Alan Arterbury Building, 14564 River Road, New Sarpy, Louisiana Highway

Precinct 6-8.

The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Mississippi River and the centerline extension of Carolyn Drive, and proceeding northeasterly along the centerline of Carolyn Drive and its extension to its intersection with the centerline of the Canadian National Railroad Tracks, and proceeding southerly along the centerline of Canadian National Railroad Tracks to its intersection with the centerline of Ormond Village Drive, and proceeding southwesterly along the centerline of Ormond Village Drive to its intersection with the centerline of Live Oak Drive, and proceeding northeasterly along the centerline of Live Oak Drive to its intersection with the centerline of River Point Drive, and proceeding southwesterly along the centerline of River Point Drive and its extension to its intersection with the center flow channel of the Mississippi River, and proceeding northerly along the center flow channel of the Mississippi River to its intersection with the centerline extension of Carolyn Drive, the point of beginning.

Polling Place: Precinct 6-8 Destrehan High School, 1 Wilicat Drive, Destrehan, LA

Precinct 7-1.

The region bounded and described as follows: Beginning at the point of intersection of the centerline extension of River Ridge Drive and the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding northeasterly along the centerline of the Burlington Northern Santa Fe Railroad Tracks its intersection with the straight centerline extension of Coronado Drive, and proceeding southwesterly along the centerline of Coronado Drive to its intersection with the extension of the Desoto Drive Levee, and proceeding northeasterly and southwesterly along the Desoto Drive Levee and its extension across Primrose Drive to its intersection with the center flow channel of the Ellington Canal, and proceeding southwesterly along the center flow channel of the Ellington Canal to its intersection with the center flow channel of the Blouin Canal, and proceeding westerly along the center flow channel of the Blouin Canal to its intersection with the centerline of River Ridge Drive, and proceeding northerly along the centerline of River Ridge Drive and its straight centerline extension to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, the point of beginning.

Polling Place: Precinct 7-1 Mimosa Park Elementary School, 222 Birch Street, Luling, LA

Precinct 7-2.

The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Ellington Canal and the center flow channel of the Blouin Canal, and proceeding easterly along the center flow channel of the Ellington Canal to its intersection with a levee east of Desoto Drive, and proceeding northerly and westerly along the Desoto Drive levee to its intersection with the centerline of Coronado Drive, and proceeding northerly along the centerline of Coronado Drive and its straight centerline extension to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding easterly along the centerline of the Burlington Northern Santa Fe Railroad to its intersection with the centerline extension of Mimosa Ave, and proceeding southerly along the centerline of Mimosa Avenue and its centerline extension to its intersection with the center flow channel of the Ellington Canal, and proceeding southeasterly along the center flow channel of the Ellington Canal to its intersection with the center flow channel of the Cousin Canal, and proceeding southerly along the center flow channel of the Cousin Canal to its intersection with the center flow channel of the Blouin Canal, and proceeding northwesterly along the center flow channel of the Blouin Canal to its intersection with the center flow channel of the Ellington Canal, the point of beginning.

Polling Place: Precinct 7-2 Mimosa Park Elementary School, 222 Birch Street, Luling, LA

Precinct 7-3.

The region bounded and described as follows: Beginning at the point of intersection of the center flow channel of the Ellington Canal and the centerline extension of Mimosa Avenue, and proceeding northerly along the centerline of Mimosa Avenue and its centerline extension to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding easterly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the straight line extension of the center flow channel of the Peterson Canal, and proceeding southerly along the center flow channel of the Peterson Canal and its straight line extension to its intersection with the Willow Ridge Hurricane Protection Levee, and proceeding westerly along the Willow Ridge Hurricane Protection Levee and its extension to its intersection with the center flow channel of the Cousin Canal, and proceeding northerly along the center flow channel of the Cousin Canal to its intersection with center flow channel of the Ellington Canal, and proceeding westerly along the center flow channel of the Ellington Canal to its intersection with the straight centerline extension of Mimosa Avenue the point of beginning.

Polling Place: Precinct 7-3 A. A. Songy Kindergarten Center, 523 East Heather Drive, Luling, LA

Precinct 7-4.

The region bounded and described as follows: Beginning at the point of intersection of the centerline of Interstate 310 and the center flow channel of the Boutte Canal, and proceeding easterly along the centerline of Interstate 310 to its intersection with the centerline of the Union Pacific Railroad Tracks, and proceeding easterly along the centerline of the Union Pacific Railroad Tracks to its intersection with the centerline of Louisiana Highway 52 (Paul Maillard Road), and proceeding southerly along the centerline of Louisiana Highway 52 (Paul Maillard Road) to its intersection with the center flow channel of the Boutte Canal, and proceeding northwesterly along the centerline of Boutte Canal to its intersection with Interstate 310, the point of beginning.

Polling Place: Precinct 7-4 Luling Elementary School, 904 Sugarhouse Road, Luling, LA

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

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

And the ordinance was declared adopted this 16th day of December, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
 SECRETARY: *[Signature]*
 CLVD/PARISH PRESIDENT: *[Signature]*
 APPROVED: *[Signature]* DISAPPROVED: _____
 PARISH PRESIDENT: _____
 RETD/SECRETARY: *[Signature]*
 AT: 7:27am RECD BY: *[Signature]*

2019-0205
 INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B
 ORDINANCE NO. 19-12-17

An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Chapter 5 Boats, Docks and Waterways, Article I-In General, Section 5-5 Abandoned vessels in parish waterways, and Chapter 16-Nuisances.

WHEREAS, sunken vessels pose or have the potential of posing environmental issues, safety issues, and impacts on our waterfront communities; and,
 WHEREAS, abandoned vessels are aesthetically unpleasing and affects the peaceful use and enjoyment for nearby waterfront community property owners; and,
 WHEREAS, the State of Louisiana has passed Louisiana Revised Statute 34:843 which gives local governing authority jurisdiction allowing local municipalities to address abandoned vessels in waters located within the Parish; and,
 WHEREAS, it is the desire of the Council to prevent having future sunken vessels impact our waterways and our communities and which lessens the beauty of the waters located within the Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Chapter 5 Boats, Docks and Waterways, Article I-In General, Section 5-5 Abandoned vessels in parish waterways, be hereby amended with new text underlined and deleted text in strikethrough:

Sec. 5-5. - Abandoned vessels and objects in parish-waterways waters located within the Parish are to be addressed under the provision provided for in Chapter 16 - NUISANCES.

SECTION II. That the Code of Ordinances, Chapter 16 Nuisances, be hereby amended with new text underlined and deleted text in strikethrough:

ARTICLE V. - ABANDONED VESSELS AND OBJECTS IN WATERS LOCATED WITHIN THE PARISH

Provisions for addressing abandoned and/or sunken tugs, towboats, barges, watercraft, ships, vessels, equipment, machinery, or any object of any kind or description, whether foreign or domestic, which has sunk or has been left unattended, stored without permission, junked, or abandoned in any canal, coulee, drainage ditch, outfall canal, bayou, bay, lake, or any other waterway, whether navigable or not, or on the banks thereof within St. Charles Parish shall be in accordance with R.S. 34:843. Upon the Department of Planning & Zoning receiving a complaint relative to any such items, the Department shall initiate the process to address the complaint within fourteen (14) days of receiving the complaint. In cases where the owner is known, the Department of Planning and Zoning shall refer the matter to the Legal Department within fourteen (14) days following the item's owner failing to provide a plan to remove such item as required by R.S. 34:843 or within fourteen (14) days following the owner failing to execute the plan following its approval by the Department of Planning and Zoning. Subsequently, the Legal Department shall take all steps necessary in order to have such items removed by the Public Works Department or by a professional service provider. Reimbursement of all cost incurred by the Parish shall be sought by the Legal Department from the owner by any and all possible legal means.

SECTION III. That the provisions of Section I shall only apply to objects of any kind or description whether foreign or domestic, which has sunk, been left unattended, stored, junked, or abandoned in any canal, coulee, drainage ditch, outfall canal, bayou, bay, lake, or any other waterway, whether navigable or not, or on the banks thereof within St. Charles Parish following the adoption of this ordinance and shall only apply to items which the Department of Planning and Zoning has received a complaint.

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

YEAS: HOGAN, CLULEE, WOODRUFF, BELLOCK, FLETCHER

NAYS: BENEDETTO, WILSON, GIBBS, FISHER-PERRIER
 ABSENT: NONE

And the ordinance was declared adopted this 16th day of December, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Julia John Perrin*
 SECRETARY: *Michelle Spasiano*
 DLVD/PARISH PRESIDENT: *December 17, 2019*
 APPROVED: *[Signature]* DISAPPROVED:

PARISH PRESIDENT:
 RETD/SECRETARY: *December 19, 2019*
 AT: *7:27am* RECD BY: *[Signature]*

2019-0382
 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
 (DEPARTMENT OF PARKS & RECREATION)
 ORDINANCE NO. 19-12-18

An ordinance to approve and authorize the execution of an agreement between St. Charles Parish and Murray Architects, Inc. to provide design services for the West Bank Splash Park/Baseball Quad.

WHEREAS, the Parish desires to engage Murray Architects, Inc. to provide design services for the construction of the West Bank Splash Park/Baseball Quad; and,
 WHEREAS, it is the desire of the Parish and Murray Architects, Inc. to enter into an agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the agreement between Murray Architects, Inc. and St. Charles Parish for the West Bank Bridge Splash Park/Baseball Quad is hereby approved and accepted.

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

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

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

NAYS: HOGAN
 ABSENT: NONE

And the ordinance was declared adopted this 16th day of December, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Julia John Perrin*
 SECRETARY: *Michelle Spasiano*
 DLVD/PARISH PRESIDENT: *December 17, 2019*
 APPROVED: *[Signature]* DISAPPROVED:

PARISH PRESIDENT:
 RETD/SECRETARY: *December 19, 2019*
 AT: *7:27am* RECD BY: *[Signature]*

AIA Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 19th day of December in the year 2019

BETWEEN the Architect's client identified as the Owner:

St. Charles Parish
 P.O. Box 302
 Hahnville, LA 70057

and the Architect:

Murray Architects, Inc.
 13760 River Road
 Destrehan, LA 70047

for the following Project:

St. Charles Parish West Bank Splash Park / Baseball Quad
 Luling, Louisiana

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 7 COPYRIGHTS AND LICENSES
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- 11 COMPENSATION

ADDITIONS AND DELETIONS:
 The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text. This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project:

Design and construction administration of new athletic and recreation facilities at the St. Charles Parish Community Center.

§ 1.1.2 The Project's physical characteristics:

Project will consist of a new splash park (funded by others) and baseball quad with parking at the St. Charles Parish Community Center.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

\$1,351,500.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- 1. Design phase milestone dates, if any:
To be determined.
- 2. Construction commencement date:
To be determined.
- 3. Substantial Completion date or dates:
To be determined.
- 4. Other milestone dates:
No further milestone dates provided.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Owner intends to competitively bid the project.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

Not Applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective. If Owner elects a design with a Sustainable Objective, AIA Document E204-2017 will be completed at that time.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Bob Messerly, Facilities Manager
 Government Buildings
 St. Charles Parish
 P.O. Box 302
 Hahnville, LA 70057

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Not Applicable.

§ 1.1.9 The Owner shall retain the following consultants and contractors.

- 1. Geotechnical Engineer:
To be selected by the Architect.
- 2. Civil Engineer:
Selected by Architect.
- 3. Other, if any:
Not applicable.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Michael J. Tabb, AIA
 Murray Architects, Inc.
 13760 River Road
 Destrehan, LA 70047

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services:

- 1. Structural Engineer:
Selected by the Architect.
- 2. Mechanical Engineer:
Selected by the Architect.
- 3. Electrical Engineer:
Selected by the Architect.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Consultants for basic services shall be used for supplemental services unless otherwise determined by the Architect.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not applicable.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability - Not Applicable.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.



ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches for design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor, and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by: 1. facilitating the distribution of Bidding Documents to prospective bidders; 2. organizing and conducting a pre-bid conference for prospective bidders; 3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and, 4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by: 1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process; 2. organizing and participating in selection interviews with prospective contractors; 3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and, 4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or to any persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall: 1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; 2. issue Certificates of Substantial Completion; 3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and, 4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Table with 2 columns: Supplemental Services and Responsibility (Architect, Owner, or not provided). Lists various services like programming, design, construction documents, etc.

§ 4.1.2 Description of Supplemental Services § 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

Not Applicable.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

Not applicable.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- 1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method; 2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service; 3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care.

- 4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- 5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- 6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- 7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- 8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- 9 Evaluation of the qualifications of entities providing bids or proposals;
- 10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- 11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- 1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- 2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- 3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- 4 Evaluating an extensive number of Claims as the Initial Decision Maker, or;
- 5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1 Two (2) reviews of each Shop Drawing, Product Data Item, sample and similar submittals of the Contractor
- 2 1 x Month (1 x Month) visits to the site by the Architect during construction
- 3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Three (3) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe the physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsurface conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment, the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimates of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternatives as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- 1. give written approval of an increase in the budget for the Cost of the Work;
- 2. authorize rebidding or renegotiating of the Project within a reasonable time;
- 3. terminate in accordance with Section 9.5;
- 4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or;
- 5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation - Not Applicable

§ 8.3 Arbitration - Not Applicable

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination. Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

- 1. Termination Fee:
Payment equal to the fee through Construction Document Phase.
- 2. Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
Not applicable.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute contracts reasonably required to facilitate assignment to a lender, the Architect shall execute all such contracts that are consistent with this Agreement, provided the proposed contract is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- 1. Stipulated Sum

Not Applicable
- 2. Percentage Basis
Compensation shall be in accordance with the State of Louisiana Fee Schedule, Louisiana Capital Improvement Projects Procedure Manual for Design and Construction, 2006 Edition, Article 5 - Compensation.

1. The fee for Basic Services shall be calculated as the product of the fee percentage and the amount of the contract award, including any awarded alternates. The fee percentage shall be computed by the 2011 state formula 46.1 divided by the Log Contract Award times BCI-1975 divided by BCI-2010, plus 1.25 renovation factor, which is charted as follows:

| State of Louisiana | | |
|-----------------------------|------|-------|
| Facility Planning & Control | | |
| BCI & CPI | | |
| FOR | | |
| 2019 | | |
| BCI | | CPI |
| 1306 | 1975 | 53.8 |
| 6019 | 2018 | 251.1 |
- 3. Until a contract award is made, an interim fee will be used to make progress payments to the Architect to be calculated on the construction cost estimate.

4. When the Contract Award has been made and fee adjusted as described above, payments to the Architect shall also be adjusted either upward or downward, as appropriate.

4. The construction cost estimate for this project is \$1,351,500.00.
- 3. Other

Not Applicable.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Not Applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

Hourly rate as stipulated in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | |
|---------------------------------|--------------------------------------|
| Design Development Phase | Twenty percent (20 %) |
| Construction Documents Phase | Sixty percent (60 %) |
| Procurement Phase | Five percent (5 %) |
| Construction Phase | Fifteen percent (15 %) |
| Total Basic Compensation | one hundred percent (100 %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

| Employee or Category | Rate (\$0.00) |
|-----------------------------|----------------|
| Principal | \$200 per hour |
| Project Director / Manager | \$160 per hour |
| Senior Architect / Engineer | \$150 per hour |
| Engineer | \$150 per hour |
| Cadd / Computer Technician | \$85 per hour |
| Engineer Technician | \$85 per hour |
| Senior Inspector | \$65 per hour |
| Clerical | \$50 per hour |

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 1 Transportation and authorized out-of-town travel and subsistence;
- 2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- 3 Permitting and other fees required by authorities having jurisdiction over the Project;
- 4 Printing, reproductions, plots, and standard form documents;
- 5 Postage, handling, and delivery;
- 6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- 7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- 8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- 9 All taxes levied on professional services and on reimbursable expenses;
- 10 Site office expenses;
- 11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- 12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

Not applicable.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Not applicable.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

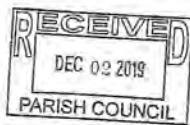
§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

This Agreement entered into as of the day and year first written above.

OWNER (Signature)
Larry Cochran, Parish President

ARCHITECT (Signature)
Michael J. Tabb, AIA, Architect



October 25, 2019

Mr. Billy Raymond
Chief Administrative Officer
St. Charles Parish
15045 River Road
Hahnville, LA 70057

Re: St. Charles Parish
West Bank Splash Park /Baseball Quad

Dear Mr. Raymond,

Please find enclosed three originals of the AIA Document B101™-2017 Standard Form of Agreement Between Owner and Architect for the referenced project.

The project cost is detailed as follows:

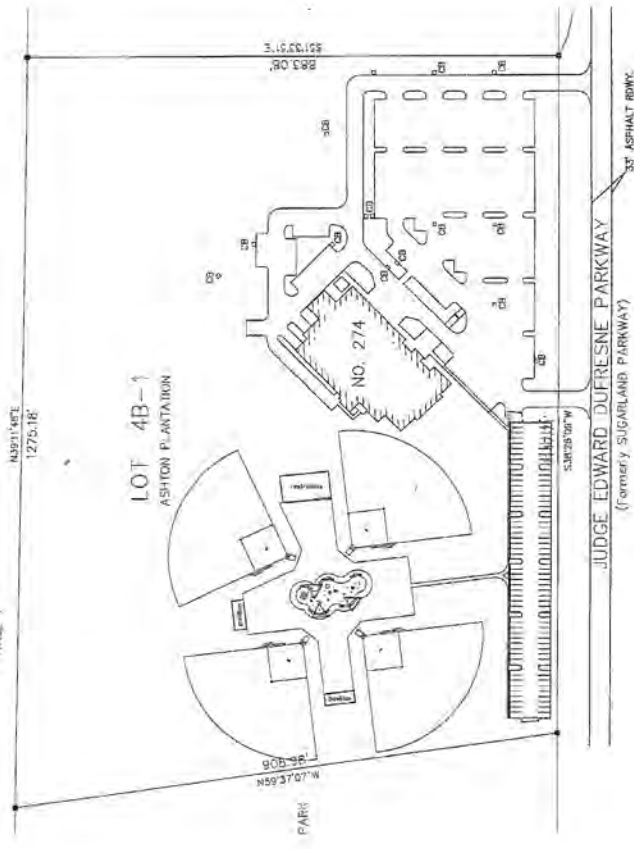
| Description Of Work | Scheduled Value |
|--|------------------------|
| Water Park | \$500,000.00 By Others |
| Restrooms, Pavilions and Parking | \$525,000.00 |
| Four Baseball Fields | \$800,000.00 |
| sub total | \$1,325,000.00 |
| Contingency @2% | \$26,500.00 |
| Total Project Cost | \$1,351,500.00 |
| A/E Fee | 8.55% \$113,322.00 |
| Total Project Cost Including Design Fee | \$1,464,822.00 |

Please note the water park is being funded by a judicial resource fund that is not included in the project cost paid for by St. Charles Parish. Please advise if you need any additional information.

Sincerely,

(Signature)
Michael J. Tabb

Enclosures



2019-0367

INTRODUCED BY: WENDY BENEDETTO, COUNCILWOMAN-AT-LARGE, DIVISION A
ORDINANCE NO. 19-12-19

An ordinance to approve and authorize the rescission of Ordinance No. 88-8-12 in relation to a certain portion of property at 428 Wade Street in Luling, Louisiana.

WHEREAS, on August 16, 1988 the St. Charles Parish Council adopted Ordinance No. 88-8-12 accepting an Act of Donation by Kathleen Gilsan Fisher, et al of certain property located adjacent to the Wade Street Extension, Luling, Louisiana; and,

WHEREAS, it has been determined that there is no longer a public need for said property.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the certain property located adjacent to the Wade Street Extension, Luling, Louisiana, which was dedicated to the Parish by Ordinance No. 88-8-12 adopted on August 16, 1988 and recorded at COB 394, folio 651, Entry No. 138644 in the official records of St. Charles Parish is hereby rescinded.

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

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

And the ordinance was declared adopted this 16th day of December, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: (Signature)
SECRETARY: (Signature)
DLVD/PARISH PRESIDENT: December 17, 2019
APPROVED: (Signature) DISAPPROVED:
PARISH PRESIDENT:
RETD/SECRETARY: December 19, 2019
AT: 7:27am RECD BY: (Signature)

2019-0383

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PARKS & RECREATION)
ORDINANCE NO. 19-12-20

An ordinance to approve and authorize the execution of an agreement between St. Charles Parish and Murray Architects, Inc. to provide design services for the East Bank Bridge Park Expansion.

WHEREAS, the Parish desires to engage Murray Architects, Inc. to provide design services for the construction of the East Bank Bridge Park Expansion; and,

WHEREAS, it is the desire of the Parish and Murray Architects, Inc. to enter into an agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the agreement between Murray Architects, Inc. and St. Charles Parish for the East Bank Bridge Park Expansion is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 16th day of December, 2019 to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: (Signature)
SECRETARY: (Signature)
DLVD/PARISH PRESIDENT: December 17, 2019
APPROVED: (Signature) DISAPPROVED:
PARISH PRESIDENT:
RETD/SECRETARY: December 19, 2019
AT: 7:27am RECD BY: (Signature)

AIA Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 19th day of December in the year 2019

BETWEEN the Architect's client identified as the Owner:

St. Charles Parish
P.O. Box 302
Hahnville, LA 70057

and the Architect:

Murray Architects, Inc.
13760 River Road
Destrehan, LA 70047

for the following Project:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

St. Charles Parish East Bank Bridge Park Expansion
Destrehan, Louisiana

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project:

Design and construction administration of new athletic and recreation facilities for the East Bank Bridge Park, with the Professional Services to commence not sooner than January 1, 2020.

§ 1.1.2 The Project's physical characteristics:

Project will consist of new gymnasium(s), baseball field(s), parking lot, relocation of remote control car track and existing parking lot renovation.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

\$6,462,500.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

1. Design phase milestone dates, if any:

To be determined.

2. Construction commencement date:

To be determined.

3. Substantial Completion date or dates:

To be determined.

4. Other milestone dates:

No further milestone dates provided.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Owner intends to competitively bid the project.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

Not Applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective. If Owner elects a design with a Sustainable Objective, AIA Document E204-2017 will be completed at that time.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Bob Messerly, Facilities Manager
Government Buildings
St. Charles Parish
P.O. Box 302
Hahnville, LA 70057

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Not Applicable.

§ 1.1.9 The Owner shall retain the following consultants and contractors:

1. Geotechnical Engineer:

To be selected by the Architect.

2. Civil Engineer:

Selected by Architect.

3. Other, if any:

Not applicable.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Michael J. Tabb, AIA
Murray Architects, Inc.
13760 River Road
Destrehan, LA 70047

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services:

1. Structural Engineer:

Selected by the Architect.

2. Mechanical Engineer:

Selected by the Architect.

3. Electrical Engineer:

Selected by the Architect.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Consultants for basic services shall be used for supplemental services unless otherwise determined by the Architect.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not applicable.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement of protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability - Not Applicable.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

1. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors;
3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

| Supplemental Services | Responsibility (Architect, Owner, or not provided) |
|--|--|
| § 4.1.1.1 Programming | |
| § 4.1.1.2 Multiple preliminary designs | |
| § 4.1.1.3 Measured drawings | |
| § 4.1.1.4 Existing facilities surveys | |
| § 4.1.1.5 Site evaluation and planning | |
| § 4.1.1.6 Building Information Model management responsibilities | |
| § 4.1.1.7 Development of Building Information Models for post construction use | |
| § 4.1.1.8 Civil engineering | |
| § 4.1.1.9 Landscape design | |
| § 4.1.1.10 Architectural interior design | |
| § 4.1.1.11 Value analysis | |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | |
| § 4.1.1.13 On-site project representation | |
| § 4.1.1.14 Conformed documents for construction | |
| § 4.1.1.15 As-designed record drawings | |
| § 4.1.1.16 As-constructed record drawings | |
| § 4.1.1.17 Post-occupancy evaluation | |

| | |
|---|--|
| § 4.1.1.18 Facility support services | |
| § 4.1.1.19 Tenant-related services | |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | |
| § 4.1.1.21 Telecommunications/data design | |
| § 4.1.1.22 Security evaluation and planning | |
| § 4.1.1.23 Commissioning | |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | |
| § 4.1.1.25 Fast-track design services | |
| § 4.1.1.26 Multiple bid packages | |
| § 4.1.1.27 Historic preservation | |
| § 4.1.1.28 Furniture, furnishings, and equipment design | |
| § 4.1.1.29 Other services provided by specialty Consultants | |
| § 4.1.1.30 Other Supplemental Services | |

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

Programming phase to include an analysis to determine the specific criteria for the gymnasium(s), concession areas, bleacher seating, and relocation of the St. Charles Raceway. Architect to meet with representatives of the parish government buildings department, along with recreation department personnel. Architect to provide multiple cost estimates prepared for select layouts.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

Not applicable.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Evaluation of the qualifications of entities providing bids or proposals;
10. Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
11. Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

1. Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
3. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
4. Evaluating an excessive number of Claims as the Initial Decision Maker; or,
5. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
2. 1 x Month (1 x Month) visits to the site by the Architect during construction
3. Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Three (3) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree in a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, or contingencies for changes in the Work, or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment, the Contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternatives as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.5; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 7.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation - Not Applicable

§ 8.3 Arbitration - Not Applicable.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

1. Termination Fee:
Payment equal to the fee through Construction Document Phase.
2. Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
Not applicable.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any

other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Compensation shall be in accordance with the State of Louisiana Fee Schedule, Louisiana Capital Improvement Projects Procedure Manual for Design and Construction, 2006 Edition, Article 5 - Compensation.

1. The fee for Basic Services shall be calculated as the product of the fee percentage and the amount of the contract award, including any awarded alternates. The fee percentage shall be computed by the 2011 state formula 46.1 divided by the Log Contract Award times BCI-1975 divided by BCI-2010, plus 1.25 renovation factor, which is charted as follows:

| BCI | State of Louisiana Facility Planning & Control | | CPI |
|------|---|--|-------|
| | BCI & CPI FOR 2019 | | |
| 1306 | 1975 | | 53.8 |
| 6019 | 2018 | | 251.1 |

2. Until a contract award is made, an interim fee will be used to make progress payments to the Architect to be calculated on the construction cost estimate.
3. When the Contract Award has been made and fee adjusted as described above, payments to the Architect shall also be adjusted either upward or downward, as appropriate.
4. The construction cost estimate for this project is \$6,462,500.00.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Space Needs Analysis Report shall be invoiced as a lump sum of \$15,000.00.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

Hourly rate as stipulated in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | |
|---|--------------------------------------|--|--|
| Design Development Phase Construction Documents | Twenty percent (20 %) | | |
| Phase | Sixty percent (60 %) | | |
| Procurement Phase Construction Phase | Five percent (5 %) | | |
| | Fifteen percent (15 %) | | |
| Total Basic Compensation | one hundred percent (100 %) | | |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

| Employee or Category | Rate (\$0.00) |
|-----------------------------|----------------|
| Principal | \$200 per hour |
| Project Director / Manager | \$160 per hour |
| Senior Architect / Engineer | \$150 per hour |
| Engineer | \$120 per hour |
| Code / Computer Technician | \$85 per hour |
| Engineer Technician | \$85 per hour |
| Senior Inspector | \$65 per hour |
| Clerical | \$50 per hour |

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3. Renting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses;
11. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
12. Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.8.3 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

Not applicable.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Not applicable.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

1. AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

This Agreement entered into as of the day and year first written above.

OWNER (Signature) ARCHITECT (Signature)
Larry Cochran, Parish President Michael J. Tabb, AIA, Architect



October 25, 2019

Mr. Billy Raymond
Chief Administrative Officer
St. Charles Parish
15045 River Road
Hahnville, LA 70057

Re: St. Charles Parish
East Bank Bridge Park Expansion

Dear Mr. Raymond,

Please find enclosed three originals of the AIA Document B101 – 2017 Standard Form of Agreement Between Owner and Architect for the referenced project.

| Description Of Work | Scheduled Value |
|-------------------------------|-----------------|
| Parking | \$475,000.00 |
| Gym, Restroom and Concessions | \$5,000,000.00 |
| Two Baseball Fields | \$400,000.00 |

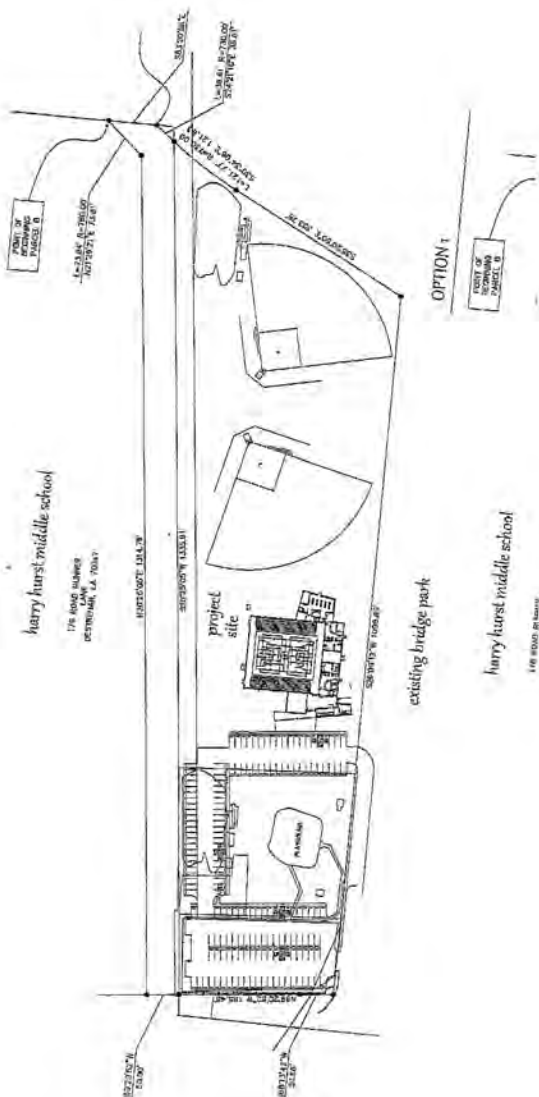
| | |
|--|-----------------------|
| Construction Cost Estimate | \$5,875,000.00 |
| Contingency @10% | \$587,500.00 |
| Total Project Cost | \$6,462,500.00 |
| A/E Fee @ 7.5972 | \$489,068.00 |
| Total Project Cost including Design Fee | \$6,951,568.00 |

Please advise if you need any additional information.

Sincerely,

Michael Tabb

Enclosures



2019-0396
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6461

A resolution endorsing a waiver from the Zoning Ordinance of 1981, Section VI. Zoning District Criteria and Regulations, B. Residential Districts, [I] R-1A, 2.a. minimum lot width as requested by Highway 18, LLC.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,

WHEREAS, the Subdivision Regulations require lots to meet the minimum width for the zoning district; and,

WHEREAS, the subdivider has requested waiver from the required 60-foot width for Lot 4-FP in the R-1A zoning district, as shown on a survey by Riverlands Surveying Company dated October 31, 2019; and,

WHEREAS, granting the waiver will allow for Lot 4-FP to be 35 feet wide; and,

WHEREAS, the Planning and Zoning Commission approved the resubdivision with the required waiver at their December 5, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the required width to allow Lot 4-FP Fashion Plantation, Hahnville to be 35-foot wide, as shown on a plan by Riverlands Surveying Company dated October 31, 2019 as requested by Highway 18, LLC.

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

YEAS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

ABSTAIN: BENEDETTO

And the resolution was declared adopted this 16th day of December, 2019, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN:

SECRETARY:

DLVD/PARISH PRESIDENT: December 17, 2019

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

RET/SECRETARY: December 19, 2019

AT: 7:27am RECD BY:

2019-0397
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6462

A resolution endorsing a waiver from the Zoning Ordinance of 1981, Section VI. Zoning District Criteria and Regulations, B. Residential Districts, [I] R-1A, 2.a. minimum lot size as requested by Billie Ainsworth.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,

WHEREAS, the Subdivision Regulations require lots to meet the minimum lot size for the zoning district; and,

WHEREAS, the subdivider has requested waiver from the required 6,000 square foot area in the R-1A zoning district, as shown on a survey by Riverlands Surveying Company dated October 31, 2019; and,

WHEREAS, granting the waiver will allow for Lot 7A to be 5,944 square feet; and,

WHEREAS, the Planning and Zoning Commission approved the resubdivision with the required waiver at their December 5, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the required lot size to allow Lot 7A of the Jules M. Buguieres Tract, Destrehan, as shown on a plan by Riverlands Surveying Company dated October 31, 2019 as requested by Billie Ainsworth.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the resolution was declared adopted this 16th day of December, 2019, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN:

SECRETARY:

DLVD/PARISH PRESIDENT: December 17, 2019

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

RET/SECRETARY: December 19, 2019

AT: 7:27am RECD BY:

2019-0398
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6463

A resolution providing supporting authorization to endorse a waiver from the Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 1. Length to allow a 2,066.70 foot-long block as shown on the Preliminary Plat for River Place Estates and as requested by Highway 18, LLC & JCJR St. Charles, LLC.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the St. Charles Parish Council endorse waivers from the geometric standards; and,

WHEREAS, the subdivider has requested a waiver from the geometric standard for maximum block length to allow a block consisting of 2,066.70 feet, as shown on a plan for River Place Estates Subdivision by Riverlands Surveying Company dated October 23, 2019 (revised November 13, 2019; revised December 6, 2019); and,

WHEREAS, the Planning and Zoning Commission approved the request at their December 5, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the maximum 1,500 foot block length and allow a 2,066.70 foot long block as shown on a plan for River Place Estates Subdivision by Riverlands Surveying Company dated October 23, 2019 (revised November 13, 2019; revised December 6, 2019) as requested by Highway 18, LLC & JCJR St. Charles, LLC.

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

YEAS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

ABSTAIN: BENEDETTO

And the resolution was declared adopted this 16th day of December, 2019, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN:

SECRETARY:

DLVD/PARISH PRESIDENT: December 17, 2019

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

RET/SECRETARY: December 19, 2019

AT: 7:27am RECD BY:

2019-0399
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6464

A resolution in support of the Planning and Zoning Commission's approval of 2019-18-SPU for an accessory dwelling unit in an R-1A zoning district at 368 Davis Drive, Luling as requested by Timothy Kozel.

WHEREAS, Timothy Kozel requested a special permit use for an accessory dwelling unit in an R-1A zoning district; and,

WHEREAS, the Department of Planning and Zoning recommended approval of the special permit use; and,

WHEREAS, the Planning & Zoning Commission approved the special permit at its regular meeting on December 5, 2019.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL hereby provides this resolution in support of the Planning and Zoning Commission's approval of a Special Permit Use for an accessory dwelling unit in an R-1A zoning district at 368 Davis Drive, Luling as requested by Timothy Kozel.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the resolution was declared adopted this 16th day of December, 2019, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN:

SECRETARY:

DLVD/PARISH PRESIDENT: December 17, 2019

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

RET/SECRETARY: December 19, 2019

AT: 7:27am RECD BY:

2019-0400
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6465

A resolution in support of the Planning and Zoning Commission's approval of 2019-19-SPU for an accessory dwelling unit in an O-L zoning district at 195 Nicole Lane, Hahnville as requested by Amber and Ezra Garza.

WHEREAS, Amber and Ezra Garza requested a special permit use for an accessory dwelling unit in an O-L zoning district; and,

WHEREAS, the Department of Planning and Zoning recommended approval of the special permit use; and,

WHEREAS, the Planning & Zoning Commission approved the special permit at its regular meeting on December 5, 2019.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL hereby provides this resolution in support of the Planning and Zoning Commission's approval of a Special Permit Use for an accessory dwelling unit in an O-L zoning district at 195 Nicole Lane, Hahnville as requested by Amber and Ezra Garza.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the resolution was declared adopted this 16th day of December, 2019, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: Walter Benedetto
 SECRETARY: Michelle Impastato
 DLVD/PARISH PRESIDENT: December 17, 2019
 APPROVED: _____ DISAPPROVED: _____
 PARISH PRESIDENT: _____
 RETD/SECRETARY: December 19, 2019
 AT: 7:27am RECD BY: _____

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
 MICHELLE IMPASTATO
 COUNCIL SECRETARY

Publish December 26, 2019

Public Notice

Draft Louisiana Coastal Protection and Restoration Authority Public Hearings

Draft Fiscal Year 2021 Annual Plan and Draft Fiscal Year 2021 Atchafalaya Basin Program Annual Plan

The Louisiana Coastal Protection and Restoration Authority (CPRA), will hold the following public hearings to receive comments and recommendations from the public and from elected officials on Louisiana's 2021 draft "Fiscal Year 2021 Annual Plan; Integrated Ecosystem Restoration and Hurricane Protection in Coastal Louisiana" which includes the draft "Fiscal Year 2021 Atchafalaya Basin Annual Plan."

| | | |
|----------|--|---|
| 1/6/2020 | 5:30 PM Open House 6:00 PM Public Meeting | Lake Front Airport 6001 Stars and Stripes Blvd New Orleans, LA 70126 |
| 1/7/2020 | 5:30 PM Open House 6:00 PM Public Meeting | Houma Terrebonne Civic Center Room 1 346 Civic Center Boulevard Houma, LA 70360 |
| 1/8/2020 | 5:30 PM Open House 6:00 PM Public Meeting | Lake Charles Civic Center Jean Lafitte Room 900 Lakeshore Drive Lake Charles, LA 70601 |

Draft Atchafalaya Basin Annual Plan - Only

| | | |
|-----------|--|---|
| 1/14/2020 | 5:30 PM Open House 6:00 PM Public Meeting | Bayou Sorrell Library 33415 Highway 75 Plaquemine, LA 70764 |
| 1/16/2020 | 5:30 PM Open House 6:00 PM Public Meeting | Henry Guidry Memorial Park Recreational Building 1015 Park Road Henderson, LA 70517 |

The CPRA will receive written comments and recommendations on the draft annual plan until February 15, 2020. Written comments should be mailed (to arrive no later than February 15, 2020) to the following address:

Coastal Protection & Restoration Authority
 C/O Chuck Perrodin
 P.O. Box 44027
 Baton Rouge, LA 70804-4027

If, because of a disability, you require special assistance to participate, please contact the CPRA Administrative Assistant, at P.O. Box 44027, Baton Rouge, LA 70804-4027 or by telephone at (225) 342-7308, at least five working days prior to the hearing.

Please visit <http://coastal.la.gov/> for more detailed information and copies of the draft Annual Plan which will be posted prior to the public meetings. For questions regarding the meetings, please contact Chuck Perrodin at (225) 342-7615.

Publish December 26, 2019

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