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Children rescued from rough Grand Isle waters

Monique Roth Editor
moniquer@heraldguide.com

“When I was on the rocks, I thought I was going to die ... I was scared out of my mind.”

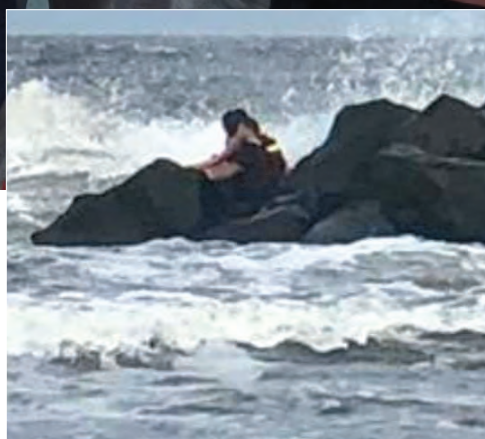
Nic Coleman, 14, didn’t mince words when describing one of his trips to Grand Isle this month. What started as a normal and familiar beach outing for him and four other local children almost turned deadly when rough waters and strong currents quickly threatened their safety.

Nic was joined by 14-year-old Alida Dufrene, 14-year-old Kerah Pitre, 10-year-old Kirah Summers and 11-year-old Moet Summers on that May 15 beach outing.

RESCUE on 6A



(Above) Nic Coleman, Alida Dufrene, Kerah Pitre, Kirah Summers and Moet Summers.
(Right) The rocks that Nic Coleman and Kerah Pitre clung to until they were rescued.



New HHS coach looks ahead to season



TURN to 13A

Father, daughter gain following with duets



TURN to 2A

Former HHS football coach recovers after cancer removed

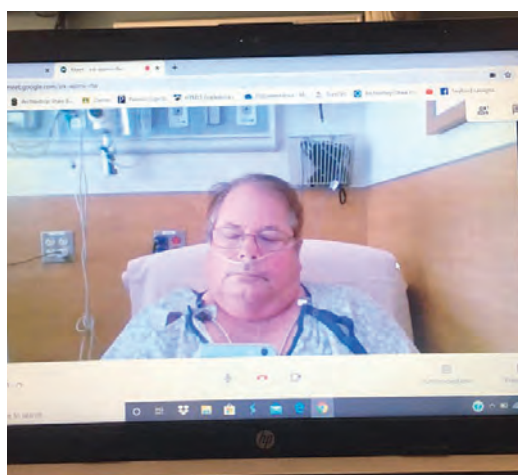
Ryan Arena Editor
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Lou Valdin is no stranger to playing through pain.

And though the former longtime Hahnville head football coach channeled that experience into a different area this time around, in many ways he’s never been happier to do it.

The morning after he underwent successful surgery to remove a cancerous tumor from his lung, he jumped on his computer and enjoyed a little meeting and teaching time with his world geography students at Shaw High School, live

VALDIN on 8A



Former Hahnville High School football coach Lou Valdin teaches from his hospital bed.

Special needs twins battle virus

Monique Roth Editor
moniquer@heraldguide.com

The Schexnaydre twins have faced numerous challenges since March – school closed because of the pandemic, they’ve been sick, their parents have both been ill, their mother has been hospitalized and their house has flooded.

What would be a lot to navigate for any teenager – Jacob and Joshua are 19 years old – has been compounded by the fact that the twins function at a 3-year-old level because of their autism and intellectual disabilities.

Their mother, Anne, said her loving



Ron and Anne Schexnaydre with their twins, Jacob and Joshua.

and affectionate sons require around the clock care, which includes diaper changes.

TWINS on 10A

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Philip and Elayna Babineaux sing duets on their YouTube channel.

Father, daughter gain following during pandemic with duets

Monique Roth Editor
moniquer@heraldguide.com

While music has always been a part of Philip Babineaux’s life, he says watching his daughters share in that passion with him is unexpected and extremely special.

Philip and his wife Jennifer have two daughters – Elayna, 13, and Emma Grace, 9. Elayna recently approached her parents with an idea.

“I saw these other daddy and daughter duets on YouTube and that got me interested, so I asked my mom and dad if we could do it,” Elayna said.

Philip said Elayna, a 7th grade student at J.B. Martin Middle School who is active in talented theater and choir, has always had a love of performing.

“I got a Facebook timeline reminder this morning,” Philip said. “Elayna was tiny and she had made up a song about how every day the sun will rise ... she’s always loved singing, acting and being dramatic.”

And while finding the soundtracks

DUETS on 5A

Safety changes greet customers at salons

Monique Roth Editor
moniquer@heraldguide.com

Life – and numerous heads of hair - returned a little bit more to normal this week as salons were allowed to reopen after forced coronavirus-related closures.

Posh Salon and Spa owner and stylist Ashley Sea said while it was disappointing to close her Boutte shop in March, she knew she had a personal responsibility to her staff and clients to ensure everyone’s safety.

“Our clients were very understanding,” Sea said. “Although we all love to look our best, the importance of community safety takes priority in times like these and our clients were more than willing to do their part to help.”

Jaci Duhe, owner of Serenity Hair Salon, made the difficult decision to close her salon on March 18.

“Little did I know at that time it wouldn’t just be for a week or two,” she said. “It was heartbreaking, and I had so many unanswered questions ... we did understand that of course we were not essential, but our clients would have completely disagreed.”



Ashley Sea styles Jenny Stevens hair on Posh Salon and Spa’s first day to reopen.

Traci Woodard of Traci Woodard Salon said as a business owner, the financial impact of closing was scary.

“I was very worried about our team and how they be financially and how the salon would be,” she said. “It’s the unknown and not being able to know a date of return ... we had just rented a second space to begin doing lashes and brows the month before this happened ... for

SALONS on 10A

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ENGINE:6.1L V8
MILEAGE: 63,201
STOCK # 11271

PRICE\$17,997

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DODGE
CHALLENGER R/T



TRANSMISSION:AUTOMATIC
INTERIOR: BLACK
ENGINE:5.7L V8
MILEAGE: 30,911
STOCK # 11281

PRICE\$27,997

PRE-OWNED 2019
DODGE
CHALLENGER R/T



TRANSMISSION:AUTOMATIC
INTERIOR:BLACK
ENGINE:6.4L V8
MILEAGE: 25,752
STOCK # 11299

PRICE \$36,997

PRE-OWNED 2019
DODGE
CHALLENGER R/T 392



TRANSMISSION:AUTOMATIC
INTERIOR:MEDIUM EARTH GRAY
ENGINE:6.4L V8
MILEAGE: 21,442
STOCK # 11238

PRICE\$36,997

PRE-OWNED 2013
DODGE
CHALLENGER SRT



TRANSMISSION: AUTOMATIC
INTERIOR:BLACK
ENGINE:6.2L V8 SUPERCHARGED
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St. Rose Elementary teacher, photographer creates landscape of goodwill

Ryan Arena Editor
ryana@heraldguide.com

When Lauren Deroche’s husband gave her a camera for her birthday five years ago, she had no inkling what it would ultimately lead to.

“He handed it to me and said, ‘good luck,’” Deroche said. “It was really to learn how to take better pictures of my kids. But it became a hobby and a passion.”

She found she had a knack for it, and others took notice – to the point that the St. Rose Elementary teacher spun her newfound skills into a side business, Deroche Photography, that’s allowed her to further hone her craft while bringing in a bit of extra income.

But these days, Deroche is using her gift – in two senses of the word – to help others. And in particular, she’s helping those who are helping others. She’s photographed 30 families locally free of charge, but they’re in turn donated more than \$2,400 that Deroche has used to give back to frontline and essential workers during the COVID-19 pandemic.

“People in other parishes have done these front kinds of front porch photos, but nobody near us really has. Or if they have, it’s been something a little different,” Deroche said. “So I was thinking it would be a way to help people, that ‘hey, if this is something I can do to help front line workers while I’m sitting here at home at a safe distance, it’s the least I can do.’”

She’s been taking the photos while practicing social distancing. While she can’t get as involved with the process as she would normally – “I’m usually more interactive, fixing hair and things like that” – but the end result has been positive.

So far, she’s been able to purchase meals to feed workers at St. Charles Parish Hospital, Destrehan Pharmacy and Luling Nursing Home; purchased crafts for the residents of Luling Nursing Home; gift cards for workers at Ochsner’s main campus pediatrics unit, as well as gift cards for essential workers like delivery, mail and trash collection workers. She’s also donated to St. Anthony Church’s food bank. And

she hasn’t stopped.

“It’s really been a blessing and it’s reached way more people than I ever thought,” Deroche said. “It’s really a way to say thank you for all their dedication and time ... at the nursing home, patients can’t even visit with family now. At least it’s something to bring a little smile to their day, I hope.”

The photography itself has been a means of brightening a few days as well, allowing some families to feel some form of normalcy, perhaps for the first time in awhile in some cases.



Collage of Lauren Deroche’s efforts of appreciation for essential workers

“A few people were just asking me if I could do it at first, and that’s what got me thinking,” Deroche said. “I know my kids were pretty sad that we haven’t been able to get dressed up to go anywhere.”

The pictures themselves capture one of the things some have looked to as a silver lining amid the pandemic: families getting to slow down a bit to spend some extra time together.

While she admits the work has been a bit overwhelming at times – following a shoot, Deroche processes and finished the photos in a process that takes a couple of hours per family – the rewards have been worth it.

“If it gives them that sense of normalcy and something to cherish for years to come, that’s payment enough to me,” Deroche said.



Many hands-on activities are planned for Destrehan Plantation’s summer camp.

Destrehan Plantation offers new summer camp

Monique Roth Editor
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This summer students will have the opportunity to explore history through hands-on activities when Destrehan Plantation hosts its first Past Times Summer Camp.

The new summer camp will be held July 20-24 from 9 a.m. to 3 p.m. Open to participants 7 to 12 years old, the camp will include indoor and outdoor activities as the children explore history from the earliest inhabitants to the Civil War.

Plantation Heritage Education Coordinator Rachel Allemand said because the plantation had to cancel its annual Heritage Day in May, she had the idea to use the already purchased supplies and offer an outlet for children to explore and learn this summer.

“I used to be teacher,” she said. “I actually retired from the St. Charles Parish School System, and I kept thinking about how we could do some of the things we had planned for Heritage Day for kids and also provide some learning opportunities and a way for them to improve their reading and writing skills.”

Allemand said the camp will be run by people experienced and skilled in working with children.

Each day, campers will utilize the 30 acres of extensive grounds and buildings of Destrehan Plantation as the

backdrop for their indoor and outdoor learning. The camp will include presentations by staff members and volunteers, along with numerous hands-on activities to make history come alive.

Some of the activities planned include making and playing with old-time toys and games, butter making, candle making and rope making. There will also be daily opportunities to read, write and talk about Louisiana history.

Destrehan Plantation administrators are actively monitoring the health recommendations being issued by state and local government officials regarding the coronavirus pandemic and will operate Past Times Camp in accordance with the guidelines in place at that time. Allemand said the campers will be divided into small groups to ensure everyone’s safety.

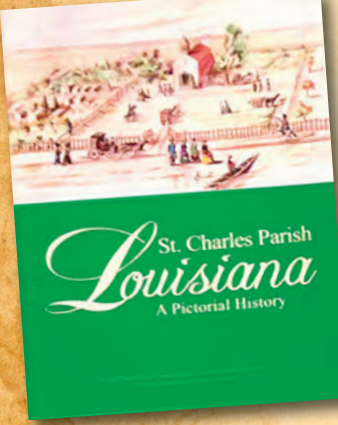
Past Times Camp is funded, in part, by the United Way of St. Charles. Camp tuition is \$175 per camper, which includes all supplies needed to complete numerous hands-on activities. The completed registration form – available at www.destrehanplantation.org – and payment is due by June 30.

Registration is open now. For more information, contact Allemand at 985-764-9315, ext. 102.

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DUETS from 2A

online, adding graphics to the videos and setting up the recording equipment for the duets is all Philip’s job, it doesn’t come without amazing benefits for the dad.

“Music has always been a main part of my life,” he said. “And as Elayna has gotten involved with choir and theatre I’ve being able to spend time with both her and music ... it’s a merge of two things I love.”

Philip said he started singing while in college and has continued to nurture that passion through various ministry avenues.

“It’s overwhelming,” he said of viewing the finished videos. “I get a little mushy when I see it.”

He’s not the only one thoroughly enjoying the process.

“I love that we get to spend time together and bond,” Elayna said of making the videos with her dad. “It’s fun to practice and laugh together if we’re doing a silly song ... it’s been really good for me to spend time with my dad.”

Philip said the family decided to create a YouTube channel – Elayna and Daddy Music – as a place to forever store the videos. The first video they posted, just two weeks ago, has already garnered nearly 5,000 views.

“It’s overwhelming. I get a little mushy when I see it ... it’s been something that’s drawn our family together.”
— Philip Babineaux

“It’s funny ... now people are requesting songs,” Philip said, adding the family has received a lot of messages from other families who said they enjoy watching the videos together. “The comments have been surprising and inspiring.”

It didn’t take long for Emma, who Philip describes as the more introverted child, to join in on the duet fun.

“For her that wasn’t her natural state,” Philip said of Emma performing, “but she really



wanted to do it and I think it was about spending time with daddy ... she could tell we were really having fun.”

Elayna said the project came at a perfect time, as the family has been spending a lot more time together because of the coronavirus-induced quarantine.

“This is a really good opportunity to do things with your family and to spend time with them,” she said. “I want to encourage everybody out there to try something new.”

Philip agreed. “I’d echo the same sentiment,” he said. “It’s been something that’s drawn our family together.”

Philip said the extra time the family has had together has allowed them to carve out special time for each other.

“It’s a great time to reevaluate the things that matter in your life,” he said. “Some things that matter but don’t matter as much are on pause right now, and you can look around and see what matters – and immediately see your family.”

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Obituaries

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

Dempster

Graveside service for Mrs. Alice Mae Dufrene Dempster was held Tuesday, May 26, 2020, at New Zion Baptist Church Cemetery.

Mrs. Dempster, 79, of Monticello, passed from this life May 23, 2020, in Loranger, Louisiana. She was born in Mathews, Louisiana on January 25, 1941, to her parents, Uric Bazile Dufrene, Jr. and Florence Juliet St. Pierre Dufrene.

She is preceded in death by her husband, John J. Dempster, Jr; parents; sister, Tessie D. Dufrene and brother, Uric Bazile Dufrene III.

Those who remain to cherish her memory are her sons, Ted J. Dempster and wife, Leslie and Craig J. Dempster; six grandchildren, Blake J. Dempster and wife, Raelyn, Breanna D. Ryan, Leighton M. Dempster, Dakota Dempster, Davin Dempster, Remi Smith; and four great grandchildren, Abigayle Ryan, Gabriel Garcia, Nathan Dempster, and Noah Dempster; as well as other loving family members and friends.

Guilliot

Della R. Guilliot, a resident of Larose, native of Des Allemandes passed away at the age of 62 on May 23, 2020.

Visitation will be held at Larose Baptist Church on Thursday, May 28th from 9:00 a.m. until funeral time. Funeral Services will be held at 11:00 a.m. with burial to follow in Holy Rosary Cemetery.

She is survived by her husband of 30 years, Dale J. Guilliot; children, John (Angelique) Billiot, Dana (Andy Eymard) Billiot, Jennifer (Jake) Owens and Dale (Kajun) Guilliot, Jr.; siblings. Linda (Henry, Jr.) Kramer, Randy (Anna) Rome, Cindy (Marshall) Candies, Bonnie Baudoin, Terry (Cheryl) Rome, Fred Cortez, Jr., Kent (Pam) Cortez, Kevin “Hooker” Cortez, Sr., Jamie (Rachel) Cortez and Tammy (Darren) Loupe; grandchildren, Maddox, Makenzie and Maddison Billiot, Emmy and Bria Eymard, Ethan, Cole and Aria Owens, Nickoli Hellemn, Kaelyn, Daxton and Odin Guilliot; godchild whom she helped raise, Marcie N. Naquin.

She was preceded in death by her parents, Joyce Keller Cortez and Harold Rome; step-father, Fred “Peanut” Cortez, Sr.; son, Dustin Jude Guilliot, sister, Kathie Mancuso; father-in-law, Eli Joseph Guilliot, Sr.; baby sibling Cortez who died at birth.

Della lived for her grandbabies. She loved with her whole heart and would help anyone in need. She worked hard he entire life and her husband and children couldn’t be more grateful for everything she did for them. Della will be missed by many, always.

Samart-Mothe Funeral Home entrusted with arrangements.



Dufrene

Terry Joseph Dufrene, Jr., 64, died Sunday, May 17th, 2020 at 6:05 AM. Born, January 25, 1956 he was a native and resident of Des Allemands, LA.

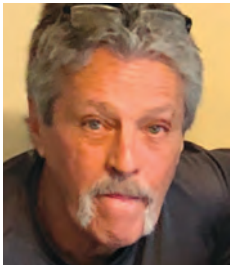
Public service will be held at a later date.

He is survived by his son, Trey Picou; mother, Clara Bell Usie Dufrene; brother, Albert Dufrene (Angie); sisters, Rosalind Lewis, Lisa Breaux and Robyn Griffin (Norman); numerous nieces and nephews.

He is preceded in death by his father, Terry J. Dufrene, Sr.; sister, Lucia Dufrene Savoie.

We invite you to share written or video condolences on Terry’s memorial page online at www.ordoynefunerals.com.

Ordoyne Funeral Home is in charge of arrangements.



RESCUE from 1A

“We were out swimming in some rough water, but we were having a lot of fun,” Alida said. “Everything was good ... at one point Moet was going out a little too far ... that was the first sign of trouble.”

Alida said the group – who were all able to touch the bottom at first – were suddenly and without warning treading in water that was too deep.

“We were all in water we couldn’t reach,” she said. “We started to swim, and I was able to get Kirah and push her out to shore.”

When Alida reached the point to where she could touch the bottom again, she turned around to check on her friends.

“They were barely above the water,” she said.

She went back in the water to try to save her other three friends.

“When I went back they were farther than before,” she said. “They were drifting towards the wall of rocks.”

Thankfully Moet had a way to get herself safely to shore.

“I was kind of scared that I kept drifting back, but I was glad I had that boogie board,” she said. “I would have been in the same situation as Nic and Kerah.”

“It was their critical decisions and the timely fashion that they made those decisions that saved their lives.”

— Nicole Dufrene

The situation Nic and Kerah were in was the worst case scenario – deep, rough water and a sense of panic.

“I decided to go for Nic because he was the one struggling the most,” Alida said. “I kept telling them, ‘y’all have to get to the rocks’ ... I was most concerned for Nic because the sound in his voice sounded like he was going to give up.”

Unable to physically carry her friends to safety, Alida returned to shore and called for help.

“Once I hit the shore my legs almost gave out I was so tired,” she said.

Kerah and Nic were finally able to climb onto the wall of rocks, where they remained until emergency personnel arrived. At one point Kerah fell off the rocks, but Nic was able to pull her back up.



Nic Coleman and Kerah Pitre.

“It was so slippery,” Kerah said. “I would get swept by the waves but at first they weren’t big enough to hit my head.”

The Grand Isle police department, EMS and fire department all arrived at the scene within minutes.

“When they got there, I knew I was saved,” Nic said.

Dorla Pitre - Kirah, Kerah and Moet’s grandmother – witnessed the entire rescue.

With the coast guard unable to get their boat close enough to the children because of the rocks and an air lift taking at least 30 minutes to arrive, the first responders knew the only way to get Nic and Kerah to safety would be to stage a water rescue.

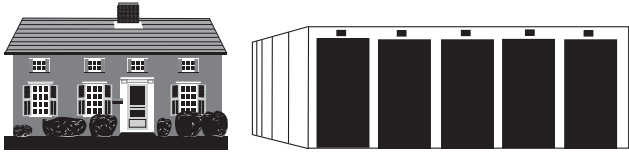
“The waves were getting stronger,” Dorla said of Kerah and Nic’s time on the rocks. “If the rescue person wouldn’t have been behind her, her head would have been hitting the rocks.”

Dorla said although the rescue took approximately a half hour, everyone involved was in shock for much longer. After their rescue, all five children were brought to the emergency room to rule out any internal injuries.

Nicole Dufrene, Alida’s mother, said she was proud of her daughter’s bravery.

“It was their critical decisions and the timely fashion that they made those decisions that saved their lives,” Nicole said. “Alida told me it was so hard to leave them calling her name and screaming but it was the right decision to get help in time ... their critical decision to swim towards the rocks saved their lives ... those tough kids were able to get on top the rock and wait for rescue service while being pounded by the waves.”

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VALDIN from 1A

from his hospital bed.

“We have two twins from Luling and their mother put a picture of me teaching their kids from the hospital, and I thought that was pretty cool,” Valdin said. “Hey, the pain didn’t bother me ... (medical staff) told me ‘we got it all, you’re gonna be fine,’ so I’m over here doing backflips.”

The procedure took place last week and saw half of Valdin’s right lung removed, and it went well enough for his surgeon to cancel his prospective follow-up appointment – “It was to see if I’d need chemo or radiation, and they said you’re fine. There’s no need,” he said.

While it turned into a best case scenario, he admitted there was of course some anxiety from his initial diagnosis in December until the situation was taken care of. Valdin began undergoing tests after a routine urology appointment last year.

“There were blood cells in my urine specimen and the urologist sent me to get a CAT scan just to check it out. They said everything looked good except for this little spot on your lung,” Valdin said. “We don’t think it’s anything, likely just calcium, but we’re going to order another scan in four months to see if it grows. Well it did a little bit.”

Next he visited a pulmonary specialist and underwent a biopsy.

“(The specialist) told me he’d bet everything he owns this ain’t cancer. Man, I shoulda took that bet,” Valdin quipped with a chuckle. “It comes back and they



Lou Valdin during a practice session in his tenure as head coach at Hahnville.

say it’s cancer. I’ve never smoked, ever, so obviously it came as a shock to me ... where the tumor was located, it’s a spot that’s not cancerous most of the time. Every sign was there that there was no way ... but sometimes you just get it.”

He encountered a familiar face when he met his surgeon, Dr. Matthew Gaudet, who Valdin coached at Jesuit High School. Gaudet was optimistic the problem could be removed without further complications, though the coach joked that the doctor may have been a little mad at him after Valdin let it be known online the former Blue Jay was handling things for him.

“He said every player who played on

those teams texted him, ‘Hey, you better take care of the old man!’” Valdin said. “It meant a lot to me that so many people reached out, especially those guys I had the honor to coach ... that they thought enough of me to call me and wish me well.”

One additional source of anxiety came due to COVID-19, which threatened to potentially delay the procedure by several weeks. Valdin credited Gaudet for pushing to make it happen when it did, and he also noted it was fortunate he received his diagnosis in December, as it allowed the issue to not progress further.

Valdin, an defensive assistant coach with Shaw, is one of Louisiana’s most

widely recognized coaches in the prep game. He went 132-48 over his 15-year tenure as Hahnville High’s head coach, including a 2003 season that saw him lead the Tigers to the Class 5A state championship and seven district championships. Valdin also served as a head coach at East St. John and has coached at Jesuit, John Ehret and Higgins. His tenure at Shaw is his second on staff with the school, his alma mater.

His profile has also grown through his work with WWL Radio, where he’s regularly been featured as a lead analyst and commentator for the station’s prep football coverage since his departure from the Hahnville program following the 2013 season.

A few days after the surgery, he said he was still experiencing some pain but it’s waning by the day. He gets a little exercise in each day by the levee near his home and the online classes with his students help keep his routine fresh. He’s keeping out of crowded places like stores for now, but says he’s been told he has no restrictions outside of that.

“That first time you let out a yawn after you go home, woah, man,” Valdin said. “It’s getting better. At the hospital when I woke up, it’s like my eyes were crossed after every breath. Right now, it doesn’t hurt much. Just some rib stuff where there’s not a lot of meat.

“Other than that, I’m fine. When you’ve broken as many things as I have in my life, it doesn’t bother me.”

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TWINS from 1A

School closing because of the coronavirus was the first challenge her sons have faced this spring.

“Even children who do not have special needs are going crazy ... everyone thrives on routine,” she said. “Routine is so important, and they don’t have that.”

Anne said her sons’ brains stopped developing in the first 12 weeks of gestation, which equates to their brains being a third of the way developed.

“So they function at about a 3-year-old level,” she said. “Try to explain to a nonverbal child that the bus is just not coming.”

The twins, who attend Destrehan High School, are eligible to attend the school until they age out at 22 years old. In the spring of 2019, they were able to participate in the school’s graduation, where they each received a certificate of completion.

During the summer, they would typically attend the parish’s Extended School Year Program.

“That’s so important to them,” Anne said. “They get to have their routine.”

While the pandemic has interrupted the twins’ routine, Anne’s routine was also interrupted this spring when a bad fall left her unable to care for her sons. She waited at home - confined to a bed - for four weeks before she was able to be admitted to a surgical center for surgery.

While in the hospital, Anne received

a call that her husband, as well as her sons, were battling coronavirus. She said they all contracted the virus from one of the twins’ in-home providers.

Anne said her sons only seemed to be affected for a few days, although they did run fever the whole time.

“For them they had no clue what was going on,” she said of Jacob and Joshua. “They rested a lot and laid on the sofa, which is something they never do ... they are in constant motion and they just slept.”

Anne said Ron was not as fortunate. “He had a severe case and no one could come here,” she said of their home. “We couldn’t let a person in ... he couldn’t get help from anybody.”

Anne eventually did test positive for the virus, although she said she contacted it from the surgical center. She was hospitalized for eight days, which meant Ron’s duty as the sole caretaker for their sons was extended.

“Ron ... he’s a saint,” she said. “I don’t know how he did it ... but he did.”

Anne said neighbors and friends have delivered meals and groceries for the family, which has helped substantially. Their family home took on an inch of water earlier this month in the May 15 flood, and Anne said she hopes happy times are ahead for Joshua and Jacob.

“They’re going through a rough time ... I’m hoping God gives them to the grace to forget,” she said.

SALONS from 2A

me that meant double all of my bills, and all of a sudden we are not working and not sure when we will be able to work again.”

Heather Jackson, owner and lead stylist at Destrehan’s Salon Stylush, said closing her salon was extremely stressful, difficult and a little heartbreaking.

“The salon is my work, my passion and my everyday life,” she said. “Closing added extreme amounts of stress ... I am expecting a baby in June and I was forced to close my sole source of income just a few months before delivery.”

Every owner agreed that it was a huge relief to finally be able to get back to doing she loves, even if getting back to work looks very different than before.

In order to be compliant with state board, state fire marshal and government mandates, stylists at all salons are limited to one client at a time and everyone must be masked at all times.

Workstations in the salons were moved farther apart to allow ample distance between them, and clients now call upon arrival instead of waiting to be seen in the salon. Before entering many salons, the client will have their temperature taken at the door and be asked to sign a consent form acknowledging the salon employee has permission to service them.

All of the extra work to reopen has been worth it, the owners said.

“My team stayed connected through Zoom, text and social networking,” Woodard said. “They were so eager to help to make sure our return to work would be safe for our team and for our guests ... they are my ride or die.”

Sea said she missed the day-to-day interaction with her team and clients.

“Throughout the years they have become more than just my co-workers and my clients, they have become part of my family and I look forward to the time we spend together,” Sea said.

Duhe agreed and said she can’t explain the feeling finally being able to walk back into the salon to do what she loves.

“Clients aren’t just clients, they become family,” Duhe said. “We build



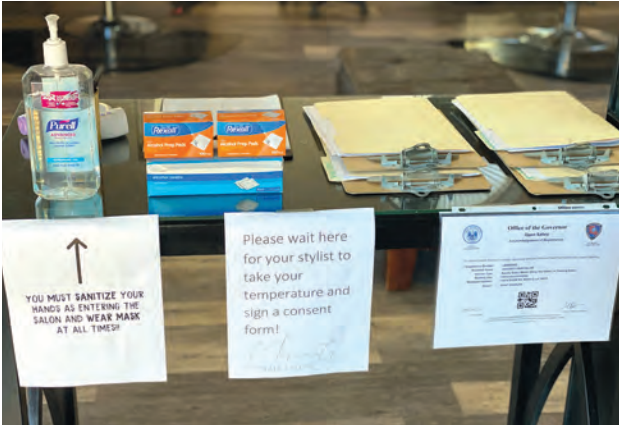
Traci Woodard Salon stylists Mallory Ockerman and Ashley Windmann mask up for work.

relationships with them and share so many memories of their individual life with us.”

Woodard said she and her staff love to hear from our salon family about graduations, weddings, how life is going, babies and so much more.

“For us, it is more than just a haircut or color – it’s a connection,” she said.

Jackson also said what she missed the most about not being able to work is seeing her salon family and hearing about their lives.



The staff at Serenity Hair Salon are taking extra precautions to make sure everyone stays safe.

“I miss being able to catch up with six to twelve of my closest friends and family every day,” she said.

Woodard said her heart is filled with gratitude for her staff and clients.

“Yes, it was hard ... yes it was scary ... but our team and our guest made every second of stress and planning worth it,” she said.



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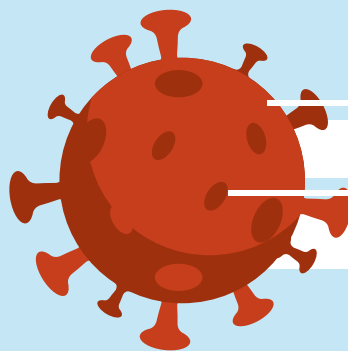
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Thank you

We are especially grateful to our employees and contractors for demonstrating incredible dedication to our operations during this extraordinary time. Please do everything possible to keep yourself and your family healthy and safe.

Some of the local organizations receiving funding include:

Second Harvest Food Bank of Greater New Orleans and Acadiana.....	\$110,000
St. Charles Parish School System	\$40,000
Matthew 25:35 Ministries' Food Pantry in St. Charles Parish	\$25,000
Catholic Charities in St. Charles Parish	\$25,000
St. Charles Council on Aging	\$20,000

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During the COVID-19 pandemic, St. Charles Parish staff, emergency personnel and hospital employees have all worked around the clock to ensure essential services are still available during this time. As a thank you, Valero donated hand sanitizer to those on the front lines of the pandemic. Valero's Hartley, Iowa, ethanol plant has been producing the hand sanitizer to help keep essential employees safe throughout the community where they do business. Gallons of hand sanitizer were distributed to the St. Charles Parish EOC, Sheriff's Office, Fire Departments, and St. Charles Parish Ochsner to ensure essential employees have the necessary tools to protect themselves when on the job.



"We are fortunate to have great industry partners in our parish such as Valero and appreciate their generosity to keep our frontline workers healthy."

MATTHEW JEWELL
St. Charles Parish President

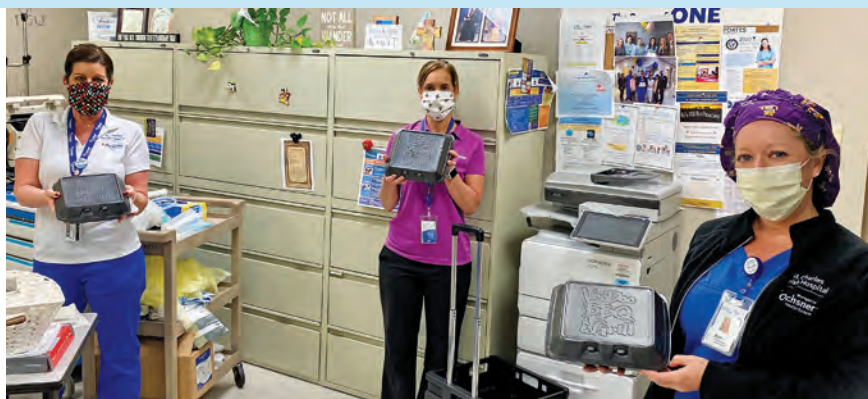


"This is a small token of our appreciation for everything those on the front lines are doing for our community. We will continue to do whatever we can to assist in keeping our community healthy and safe."

JERRY STUMBO
VP and General Manager

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"We cannot thank them enough for working hard to serve our community especially during the pandemic. We are in this together."

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Luquet thrilled to return home as he takes helm of Tigers program

Calls Hahnville 'my last stop,' looks forward to building on system after season as OC

Ryan Arena Editor
ryana@heraldguide.com



Daniel Luquet

Daniel Luquet grew up watching his father Marty guide his prep baseball teams to win after win, and knew he wanted to one day be just like him.

When the latter retired, he capped a long and prolific run at Destrehan. But a Luquet is once again at the helm of one of the state's traditional powers – and one of St. Charles Parish's greatest passions – as he was named head football coach of the Hahnville Tigers, something Luquet described as a longtime dream come true.

"It's everything I could ever want, from the faculty to the administration to the kids, the parents and this community," Luquet said of his new position. "I've been a part of this community for a long time and I know how exciting it gets here

earlier this year to accept the same position at Holy Cross, his alma mater. It ended a six year run for the veteran coach, who joined Hahnville in 2014 and guided the Tigers to the Class 5A state championship game in 2017.

For Luquet, the Hahnville job is his second as a head coach, his previous experience coming at Woodlawn in Baton Rouge. That chance came in similar circumstance, as Luquet was hired to lead the Panthers program following a season as its offensive coordinator. He led the Panthers to two playoff appearances in his four years as head coach.

That Luquet, who was raised in Destrehan and quarterbacked for DHS during his prep playing days, gets the chance to do so in his home region makes this all the sweeter. This is, without question, his destination job.

"This is the last stop for me," said Luquet. "This district is the best of the best. I have two young daughters who are going to go through this system and a wife who is a teacher in our school system. This is our home ... it's always been home to me."

It was tough to leave his position at Destrehan in the first place, he admitted. After six years as an assistant coach at Destrehan, he decided to leave his comfort zone when the chance to serve as offensive coordinator at Woodlawn arose, where he'd join the staff of his good friend and former college teammate Brett Beard. Beard departed after a year to accept the head coaching position at Live Oak, and Luquet was promoted.

do that for five years in Baton Rouge, but I took a chance. And their administration took a shot on a guy who they'd hired six months before. They gave me that chance and I gave all I could for that program and that school but it was

"It's everything I could ever want, from the faculty to the administration to the kids, the parents and this community."

— Daniel Luquet

time for me to come home."

In some ways, he never left. Even while coaching at Woodlawn, he and his family continued to live in Luling. Luquet said

the 2020 season, and Luquet is excited to see what his players can achieve after a full year in his scheme.

"I think we made some big strides last season," Luquet said. "You get there in January for year one, and there's a lot you have to teach. I thought our guys did a great job learning a new offense and thriving in it. With eight coming back, we have a great chance to build on what we do. The sky's the limit."

While the scheme is the same, Luquet said you may well see the ball in the air a bit more than in recent years. While Saltaformaggio's philosophy is to hammer opponents with the run, Luquet's is more about pace and space.

"Coach Salt is more run-oriented, (while) I like to throw it around a little bit more," Luquet said. "(It's about) trying to get the ball out there quickly into



Hahnville linebacker Davontez Simmons.

Photos by Ryan Arena/Herald Guide

he knew his intention was to return for a job closer to his residence, but it was a matter of finding the right opportunity.

Saltaformaggio presented just that when he brought Luquet on to overhaul the Tigers' offense. Following a 2018 season that began in nightmarish fashion for Hahnville – the eligibility battle between the school and the LHSAA over the eligibility of Andrew Robison and a multi-game suspension for Saltaformaggio helped set the table for a passing game that struggled mightily. Luquet, whose roots are traced from Destrehan's vaunted Air Raid spread offense, was tasked with restoring balance to the Tiger attack. The offense made significant strides in 2019, with junior quarterback Andrew Naquin finding his groove.

Eight offensive starters are slated to return this fall when Hahnville kicks off

the hands of guys who can take it the distance."

One thing the two couldn't agree more on, however, is the importance of a strong defense. The Tigers will be less experienced on that side of the ball, but the continuity of the coaching staff and scheme should help the team's young players under defensive coordinator Carey Melvin.

"At the end of the day, you win with great defense," Luquet said. "I know we'll be young and fast. We're losing some great players there ... we're going to be disciplined on both sides of the ball. You'll have to come in to Tiger Stadium and beat us, because we won't beat ourselves. We're going to hang our hats on being disciplined on offense, defense and special teams, and playing really, really solid football like this district has come to expect."



Photos by Ryan Arena/Herald Guide

during football season."

Luquet, 37, served as the Tigers' offensive coordinator last season on the staff of former Tigers coach Nick Saltaformaggio, who stepped down

"Leaving Destrehan was difficult, but I also knew I wanted to be a head coach. My dad was one for my entire life, and I always knew that's what my calling was," Luquet said. "I never expected to go to

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Rotary Club, Luling Elementary partner to host mentoring program

Monique Roth Lifestyles Editor
moniquer@heraldguide.com

This school year may be unforgettable to some students because of the coronavirus pandemic, but that's not the only reason 12 students at Luling Elementary will remember it forever.

"I've watched a student with anger issues actively work on her approach due to information that was shared with her by her mentor," Marquita George, the social emotional learning coach at LES, said. "I've watched a student who would not talk to his classmates begin to join in on discussions, and I've watched a student with a speech disability open up and not be afraid to express what is on his mind."

The Rotary Club of St. Charles Parish partnered with Luling Elementary in January to host a mentoring program for fifth graders. Twelve mentors, all Rotary members or spouses of members, met with students one day a week for six weeks to work on character development and problem-solving skills.

"I've had the extreme pleasure of witnessing the Rotary Mentor Program open up the minds and the hearts of our students," George said.

Luling Elementary Principal Samuel Buhler also praised the mentoring partnership.

"The Rotary Club's participation in the Luling Elementary Mentoring Program provided individual support to our students that is invaluable," he said.

Kelsey Pollock, public relations chair for the Rotary Club, said the mentoring program falls under the youth service avenue of service for the organization.

"This year I was blessed with the position of social emotional learning coach at Luling Elementary," George said. "In this role I have the opportunity to work with teachers on building relationships with students in addition to overseeing programs that provides direct support to our students ... it is my job to assess the needs of the school and implement programs that I believe will

bring about true change for our students and mentoring is something that I believe is crucial."

Each mentee was selected with their unique personal goals and needs in mind.

"I watched students be hesitant to walk into the room and by the end of the six weeks were running in

Leah Woolf, Rotary mentoring committee chair, said. "I'm excited for the future to see what the Rotary Club's impact with the students will have on the student's personal life, their families, their education and the community."

At the end of the six-week program, students hosted a celebration to show their mentors appreciation. George said one student cried when the celebration was over because he realized he would no longer be meeting with his mentor.

In addition to the mentoring program, the Rotary Club had planned to sponsor Luling Elementary's fifth grade graduation ceremony. Due to the abrupt end of the on-campus school year, the money could no longer be used for this purpose. Instead, the club chose to donate 27 Kindle Fires to Luling Elementary in hopes to assist with telelearning.

Buhler said the devices will be used in primary grade levels as a means to support literacy development through the use of academic programs such as Lexia Learning and myON.

"We truly value this strong partnership with the Rotary Club of St. Charles Parish, which has proven to have a positive impact on student outcomes as well as our school community," Buhler said.

George said future mentoring partnerships are being planned with Rotary, with the program extended to eight weeks in the fall. Plans to expand the program in order serve fourth graders are being discussed as well.

Rotary President Victoria Bryant said the mentorship program was such a short time to accomplish so much, but hopes the time the mentors spent with students planted a seed of hope in them.

"Hope can bring about the change needed to impact one person at a time," she said. "My hope is that they pay it forward."



excitement to meet with their mentor," George said. "This mentoring program allowed our students to make genuine connections with someone from their own community."

The students were not the only ones forever changed because of the program.

"Seeing their confidence grow, their personalities blossom and hearing about their future dreams of how they will one day impact the world was such a gift,"

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Jessica and Atlee Cortez after finally getting to go back to church.



Hayden Hale with a flounder he caught.



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do good to them, as you would have them
to do unto you. A heart can be deceitful &
desperately wicked or good as gold. Let it
be good as gold. Amen

Edna Matherne

Prayers

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HERALD-A-GUIDE

Legals

Legal notice deadline is Thursday at 3 p.m. for the following issue. To place a legal notice, call 985-758-2795 or by email legals@heraldguide.com

2B

MAY 28 - JUNE 3, 2020

 /HERALDGUIDE  /STCHARLESHERALD · WWW.HERALDGUIDE.COM

ST. CHARLES PARISH PUBLIC NOTICES



Matthew Jewell
Parish President
985-783-5000
president@stcharlesgov.net



La Sandra Darenbourg
Gordon
Councilwoman, District I
985-240-0213
lgordon@stcharlesgov.net



Mary K. Clulee
Councilwoman, District II
504-330-3237
mclulee@stcharlesgov.net



Dick Gibbs
Councilman, District III
504-330-4262
dgibbs@stcharlesgov.net



Nicky Dufrene
Councilman, District IV
504-512-3355
ndufrene@stcharlesgov.net



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



Bob Fisher
Councilman, District VI
985-240-0172
bfisher@stcharlesgov.net



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



Wendy Benedetto
Councilwoman-At-Large,
Division A
504-415-4972
wbenedetto@stcharlesgov.net



Holly Fonseca
Councilwoman-At-Large,
Division B
985-240-0031
hfonseca@stcharlesgov.net

Public Notice

A PUBLIC AUCTION
THURSDAY, JUNE 11, 2020 AT 1:00PM
SURPLUS FROM ST CHARLES PARISH SHERIFF'S OFFICE

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

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

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

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

Publish May 21, 28 & June 4, 2020

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Destrehan Wastewater Treatment Plant (UV Replacement) – S190901 as follows:

Owner: **St. Charles Parish**

Project Title: Destrehan Wastewater Treatment Plant (UV Replacement)

Project No.: S190901

Principal Work Location: The Destrehan WWTP can be found in the town of Destrehan in St. Charles Parish, Louisiana. The Destrehan WWTP can be accessed via Jonathan Street from River Road to the north

Description of Basic Work: The Department plans to upgrade and modify a part of the Destrehan WWTP. The Project will require installing a new UV disinfection system, which will be supplied by St. Charles Parish. The existing UV disinfection system and ancillary equipment will be removed and replaced with new UV disinfection system and ancillary equipment. Modifications to the UV disinfection structure will include installation of a new aluminum awning with lighting, modifications of existing concrete weir in the UV channel, installation of concrete baffle in the UV channel, and other modifications to allow for the proper installation of the new UV equipment.

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 June 9, 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, AIMS Group, Inc., 4421 Zenith Street, Metairie, Louisiana 70001.

A payment of \$ 125.00 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 May 28, 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 **Non-Mandatory**.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, 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, May 14, 2020
Thursday, May 21, 2020
Thursday, May 28, 2020

Public Notice

ADVERTISEMENT FOR REQUEST FOR QUALIFICATIONS

St. Charles Parish is hereby advertising a Request for Qualifications (RFQ) to update its Comprehensive Land Use Plan. The full RFQ is available at www.stcharlesgov.net. The RFQ can also be acquired from the Department of Planning and Zoning by emailing planner@stcharlesgov.net to request a copy.

Contract Agency: St Charles Parish Department of Planning and Zoning

Point of Contact: Michael Albert A.I.C.P., Director of St. Charles Parish Planning and Zoning.
Phone: 985-783-5060. Email: malbert@stcharlesgov.net.

Principle Work Location: The Comprehensive Land Use Plan covers the entire area of St Charles Parish, LA

Description of Basic Work: An update to the Comprehensive Land Use Plan reassessing existing land uses, infrastructure capacity, and growth expectations, providing a progress report on the plan's implementation thus far, and recommendations and/or revisions for completing the stated goals of the plan.

Submission Details: RFQs must be received no later than 4:00 p.m. CST, June 30, 2020. Packages may be provided by mail to P.O. Box 302, Hahnville, LA 70057 or hand delivered to the St. Charles Parish Department of Planning & Zoning Office. Email submissions are encouraged and must be sent to the email address provided for the point of contact. Late packets will be returned to the respondent. The parish reserves the right to accept or reject proposals that do not contain all requested elements and information.

Pre-response Conference: A pre-response meeting will be held beginning at 10:00 a.m. CST on June 10, 2020 via conference call. The purpose of the meeting will be to respond to consultant questions about the project and the procurement process. Meeting minutes will not be issued. To participate in the conference call, e-mail Michael Albert at malbert@stcharlesgov.net for details and phone number. This meeting is not required.

Publish: St Charles Parish Herald Guide
St. Charles Parish Website
New Orleans Advocate
The Advocate (Baton Rouge)

PUBLICATION DATES: May 14, 2020, May 21, 2020, May 28, 2020
June 4, 2020, June 11, 2020, June 18, 2020
June 25, 2020, June 30, 2020

Public Notice

ADVERTISEMENT FOR BIDS

Sealed bids are requested by the East Side St. Charles Parish Volunteer Fire Department from qualified contractors for the construction of:

**Termite Damage Repairs to the Fire Station No 2
13092 River Road, Destrehan, LA
Campo Designs Project No. CD 2807**

Bids will be received at the Central Fire Station, 1901 Ormond Blvd., Destrehan, LA or at the offices of Campo Designs – Architects, 105 Ducayet Drive, Destrehan, LA 70047 either by registered or certified mail with return receipt requested or hand delivered or electronically at www.centralbidding.com no later than **6:00 p.m., Local Time Tuesday, June 9, 2020** at which time bids will be publicly opened and read aloud in the General Meeting Room of the Central Fire Station.

Complete Bidding Documents which include the Contract Documents may be obtained from the Architect, Campo Designs – Architects, 105 Ducayet Drive, Destrehan, LA 70047, (985) 764-8959 upon payment of a deposit of \$50.00 per set of documents. The deposit will be returned as provided in the Instruction to Bidders.

Bids must be accompanied by a bid security at least equal to five percent (5%) of the base bid in the form of a certified check, cashier's check or bid bond.

A Pre-bid Conference will be held on Thursday, May 28, 2020 at 10:00am at the site at 13092 River Road, Destrehan, LA. Attendance at the Pre-bid Conference is Mandatory and required to submit a bid.

Contract, if awarded, will be on the basis of the lowest responsive and responsible bidder, if within budget. No bid may be withdrawn for a period of 45 days after bid opening except as provided by law. The successful bidder will be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in the amount equal to one hundred percent (100%) of the contract price. Certificates of Insurance will also be required as specified.

Bidders must meet the requirements of the State of Louisiana Contractor's Licensing Law, R S 37:2151 et seq.

The East Side St. Charles Parish Volunteer Fire Department reserves the right to award the project on whatever basis is in the best interest of the Owner and to accept or reject any or all bids and to waive technicalities and informalities as allowed by law.

DATED at Destrehan, Louisiana, this 7th day of May, 2020

East Side St. Charles Parish
Volunteer Fire Department
Andrew Peyton, President

Advertisement Source and Dates:
St. Charles Herald Guide
Central Auction House

Legal Add to Run: Thursday, May 14, 2020
Thursday, May 21, 2020
Thursday, May 28, 2020

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

Public Notice

“ Anyone with information as to the whereabouts of **Phillip Davis** or any heirs, successors, or assigns, please contact Loyd J. Bourgeois, Jr., Attorney 985-240-9773. **IMPORTANT PROPERTY RIGHTS INVOLVED.**”

Publish May 21 & 28, 2020

Public Notice



I, **Paul J. Beebe, III.**, have been convicted of **Pornography Involving Juveniles**, Date of Conviction: **April 6, 2015**. My address is: 310 Johnson St. St. Rose, La. 70087

RACE: White
SEX: Male
DOB: 08/24/1980
HGT: 5'7"
WGT: 120
HAIR COLOR: Brown
EYE COLOR: Hazel

PUBLISH: May 28 & June 4, 2020

Public Notice

ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, JUNE 1, 2020, 6:00 P.M.,
COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:

2020-0125 (5/18/20, Jewell, M. Bingham)
An ordinance to approve and authorize the execution of a twelve (12) month Lease Contract Renewal between Satellite Shelters (LESSOR) and St. Charles Parish Public Works (LESSEE) for Contract number R0319076. The lease of a fifty foot (50') by fifty-six foot (56') modular building used as the office at the West Bank Public Works Yard, 166 Scorpio Ln, Hahnville, LA 70057.

2020-0126 (5/18/20, Jewell, M. Bingham)
An ordinance to approve and authorize the execution of Amendment No. 7 to Ordinance No. 08-10-6, which approved a Professional Services Agreement with GCR Inc., formerly GCR & Associates, Inc., for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee initiative.

2020-0128 (5/18/20, Jewell, M. Albert)
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 and R-1A to O-L on an approximately 87,120 square foot portion of a 95 foot wide, 50 arpent long tract designated as Lot 2, Block 2, Ama-Sections 34 & 36, municipal address 10493 River Road, Ama as requested by Blake and Caitlin Comardelle.

2020-0129 (5/18/20, Jewell, M. Albert)
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to C-3 on a 61,722 square foot area consisting of Lots 77-A, 78-A, 79-A, 79-B, 89-A, 90-A, 91-A, and 91-B, Square 7, Destrehan Park Subdivision as requested by Bunge North America.

2020-0130 (5/18/20, Jewell, M. Albert)
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to R-1M on a 139,260 square foot area consisting of Lot 69-A-2A, Coteau de France or Ranson Tract, municipal address 16644 Highway 90, Des Allemands as requested by Paul Hogan.

2020-0131 (5/18/20, Jewell, D. Foret)
An ordinance to accept the execution of a Lease with the St. Charles Parish School Board for storage space at the Eual J. Landry Alternative Center in Hahnville to store equipment for the Department of Parks & Recreation.

2020-0138 (5/18/20, Jewell, R. Brou)
An ordinance to approve and authorize the execution of a contract with Wallace C. Drennan, Inc. for the East Bank Transmission Line Repair/Replacement (Project No. WWKS 101) in the amount of \$433,000.00.

2020-0139 (5/18/20, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the Magnolia Ridge Drainage Pump Station, for Project No. P080905-6C, grant reference Project No. HMGP#4080-089-0002, FEMA-4080-DR-LA, Project #3, Magnolia Ridge Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, to decrease the amount by \$70,905.36 and increase the contract time by seventy-five (75) days.

2020-0140 (5/18/20, Bellock)
An ordinance to amend the Code of Ordinances to revise Chapter 15, Section 15-9, to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit in **Highland Oaks Subdivision in St. Rose to twenty (20) miles per hour.**

2020-0141 (5/18/20, Jewell, M. Albert)
An ordinance approving and authorizing the execution of an Act of Dedication for Ashton Plantation Phase 2-B, Luling.

2020-0142 (5/18/20, Jewell, M. Bingham)
An ordinance to approve and authorize the Lafourche Basin Levee District to purchase and or/expropriate the necessary real estate interest to a portion of land owned by the Estate of Roberta Savoie Landry, et al., designated as Parcel 1-5 for the West Bank Hurricane Protection Levee, Phase III – Ellington,

St. Charles Parish, Louisiana, and to authorize the transfer of the necessary funding thereof.

2020-0143 (5/18/20, Jewell, M. Bingham)
An ordinance to approve and authorize the Lafourche Basin Levee District to purchase and or/expropriate the necessary real estate interest to a portion of land owned by the Estate of Harney Hooper, et al., designated as Parcel 1-6C for the West Bank Hurricane Protection Levee, Phase III – Ellington, St. Charles Parish, Louisiana, and to authorize the transfer of the necessary funding thereof.

PUBLISH: May 21, 28, 2020

Public Notice



St. Charles Parish Public Schools
May 28, 2020

Advertisement for Request for Proposals for
Disinfecting Program Services

Interested firms are invited to submit proposals to St. Charles Parish School Board(SCPSB) electronically via the Central Auction House website located at the "Online Bids & RFPs" link under the Resources tab on the SCPSB website <https://www.stcharles.k12.la.us/>. Questions should be submitted electronically via the online site no later than 12:00pm local time (Central Standard Time) Tuesday, June 16, 2020. Firms are responsible for checking the website above periodically for any updates or revisions to the Request for Proposals (RFP).

All proposals will be accepted until 2:00pm local time (Central Standard Time) on Tuesday, June 23, 2020. All proposals received will be taken under advisement as submitted by the assigned date and time to SCPSB. All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. Failure to follow these instructions could result in disqualification of the proposal. SCPSB reserves the right to reject any and all proposals.

Advertising dates in the Herald-Guide, official journal of SCPSB, shall be:

Thursday, May 28, 2020
Thursday, June 4, 2020
Thursday, June 11, 2020

The St. Charles Parish School Board reserves the right to reject any and all proposals.

St. Charles Parish School Board
Clarence Savoie, School Board President
Dr. Ken Oertling, Superintendent
13855 River Road
Luling, LA 70070

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF MAY 4, 2020, 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 Dick Gibbs
Councilmembers Wendy Benedetto, Holly Fonseca,
La Sandra Darenbourg Gordon, Mary K. Clulee, Nicky Dufrene,
Marilyn B. Bellock, Bob Fisher, Julia Fisher-Perrier

Monday, May 4, 2020 6:00 PM Council Chambers, Courthouse

The St. Charles Parish Council's virtual meeting was held via teleconference/video conference on May 4, 2020. The meeting was live on Cox Cable Channel 6, AT&T U-Verse Channel 99, and <https://www.stcharlesparish-la.gov/interact/scp-tv>.

ATTENDANCE

Present 9 - Wendy Benedetto, Holly Fonseca, La Sandra Darenbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Perrier

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Darrin Dufre, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Duason, Emergency Preparedness Director Joe Gerota, Public Works/Wastewater Director Miles Bingham, Senior Projects Manager Sam Scholle, Planning & Zoning Director Michael Albert, Grants Officer Stephanie Bruning, Waterworks Director Robble Brou, Community Services Director Joan Tonglet Diaz, Risk Management Officer Monique Granier, General Government Buildings Facilities Manager Bob Messerly, Parks & Recreation Assistant Director Anedra Coleman

CALL TO ORDER

Meeting called to order at 6:21 pm; due to technical difficulties a 21 minute delay in the commencement of meeting occurred.

PRAYER / PLEDGE

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

Pursuant to Council Rule 19, Chairman Gibbs entertained a motion and a second to temporarily suspend Council Rule 1.

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fisher, to suspend Council Rule 1. The motion carried by the following vote:

Yes: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Chairman Gibbs read the following instructions: During the duration of this virtual meeting, we will be opening up public hearing and public comment. If you provided public comment via phone, email or ecomment prior to 4:00 pm today, there is no need to call in as these comments, along with your name and address will be read aloud during the meeting in the order in which they were received. If you have not provided a comment prior to 4:00 pm today, public comments will also be accepted real time and will be heard in the order received.

If you wish to join the meeting dial 1-888-788-0099 (Toll Free). When prompted, key the Meeting ID: 854 5164 8894 followed by the # key. When prompted to enter Participant ID, dial #, no Participant ID needed.

Once on the line, should you wish to speak when public hearing or public comment has been opened, Dial * 9 on your phone. Listen for the prompt that your line has been unmuted - please state your name and address for the record. You will have 3 minutes to speak.

APPROVAL OF MINUTES

A motion was made by Councilmember Bellock, seconded by Councilmember Darenbourg Gordon, to approve the minutes from the regular meeting of April 20, 2020. The motion carried by the following vote:

Yes: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

2020-0093

A resolution authorizing the Council Secretary to confirm the Parish Council's support of the Conversion Plan being submitted by the St. Charles Parish Housing Authority to HUD.

Sponsor: Ms. Bellock

Public comment not opened on the deviation

A motion was made by Councilmember Fonseca, seconded by Councilmember Bellock, to deviate from the regular order of the agenda to take up File No. 2020-0093; a matter not on the agenda. The motion carried by the following vote:

Yes: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier

Nay: 0

Deviated

Reported: Councilwoman Bellock Recommended: Approval Public comment opened; no public comment	
Council Discussion Parish President Matthew Jewell spoke on the matter. Ms. Leatrice Hollis, Executive Director, Housing Authority spoke on the matter.	
VOTE ON THE PROPOSED RESOLUTION	
Yes: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier	
Nay: 0	
Enactment No: 6492	
A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Bellock, to return to the regular order of the agenda. The motion carried by the following vote:	
Yes: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier	
Nay: 0	
Returned	

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2020-0117	New Orleans Aviation Board Mr. Kevin Dollile, Director of Aviation Councilwoman Fisher-Perrier spoke on the matter. Chairman Gibbs spoke on the matter. Reported
2020-0118	Risk Management/Safety Risk Management Officer Monique Granier Councilwoman Benedetto spoke on the matter. Ms. Granier spoke on the matter. Reported
2020-0119	Parish President Remarks/Report Sponsors: Mr. Jewell Councilwoman Benedetto spoke on the matter. Councilwoman Fisher-Perrier spoke on the matter. Chairman Gibbs spoke on the matter. Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN GIBBS 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, MAY 18, 2020, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2020-0120	An ordinance to approve and authorize the Parish President to acquire a 10 foot perpetual servitude and a 15 foot temporary construction servitude for use in the construction of the St. Rose Sewer Network Upgrade over property identified as Lots 5 and 6, located across of the John Lambert Tract of Almedia Plantation, Sections 41 and 43, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document. Sponsors: Mr. Jewell and Department of Public Works Publish/Scheduled for Public Hearing to the Parish Council on May 18, 2020
2020-0121	An ordinance to approve and authorize the Parish President to acquire a 10 foot perpetual servitude and a 15 foot temporary construction servitude for use in the construction of the St. Rose Sewer Network Upgrade over property identified as Lots G-1-A and G-1-B at Almedia Plantation, Section 40, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document. Sponsors: Mr. Jewell and Department of Public Works Publish/Scheduled for Public Hearing to the Parish Council on May 18, 2020
2020-0122	An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO OVERNIGHT PARKING" signs at the St. Charles Parish Killona Community Center, 201 Highway 3141, Killona. Sponsors: Ms. Darensbourg Gordon Publish/Scheduled for Public Hearing to the Parish Council on May 18, 2020
2020-0123	An ordinance to approve and authorize the execution of an Engineering Services Contract between Linfield, Hunter & Julius, Inc. and St. Charles Parish for the design and construction management of a Memorial Park to be located at 274 Judge Edward Dufresne Parkway, Luling, LA. Sponsors: Mr. Jewell and Department of Parks and Recreation Publish/Scheduled for Public Hearing to the Parish Council on May 18, 2020
2020-0124	An ordinance to approve and authorize the execution of a Professional Services Agreement with Calvin, Giordano & Associates, Inc. (CGA), to update the Parish's 2012 Parks and Recreation Master Plan. Sponsors: Mr. Jewell and Department of Parks and Recreation Publish/Scheduled for Public Hearing to the Parish Council on May 18, 2020

PLANNING AND ZONING PETITIONS

2020-0097	An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from Q-L to R-1M on a 23,958 square foot portion of a 1 by 30 arpent tract, River Park to Union Carbide Subdivision, municipal address 16279 River Road, Taft as requested by Bayou Fleet Partnership, LLP. Sponsors: Mr. Jewell and Department of Planning & Zoning Reported: P & Z Department Recommended: Approval Planning Commission Recommended: Approval Speakers: Mr. Milton Allemand, Hahnville (received via email and read by Chairman Gibbs) Public Hearing Requirements Satisfied Council Discussion Planning & Zoning Director Michael Albert spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yes: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Enactment No: 20-5-1
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ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2020-0096	An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Project No. P080905-10A, grant reference Project Numbers U.S. Department of the Treasury Project No. 1 RDCGR380093-01-00, CPRA Project No. BA-0209, and DRA Project No. LA-51112, Paradis Canal Flood Control Structure, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$5,036,169.00. Sponsors: Mr. Jewell and Department of Public Works Reported: Public Works Department Recommended: Approval Senior Projects Manager Sam Scholte spoke on the matter.
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Speakers: Mr. Russell Tastet, Paradis (received via email and read by Chairman Gibbs) Mr. Milton Allemand, Hahnville (received via email and read by Chairman Gibbs) Public Hearing Requirements Satisfied	
Council Discussion Parish President Matthew Jewell spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yes: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Enactment No: 20-5-2	

2020-0100	An ordinance to amend the 2019 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds. Sponsors: Mr. Jewell and Department of Finance Reported: Finance Department Recommended: Approval Public Hearing Requirements Satisfied VOTE ON THE PROPOSED ORDINANCE Yes: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Enactment No: 20-5-3
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2020-0101	An ordinance approving and authorizing the execution of Change Order No. 2 for Parish Project No. P081102-8, Dunleith Canal Bank Stabilization - Phase 7, to increase the contract quantities for additional embankment materials and eliminate liquidated damages resulting in an increase of \$58,950.00 in contract price and an increase in the contract time by 13 days. Sponsors: Mr. Jewell and Department of Public Works Reported: Public Works Department Recommended: Approval Speakers: Mr. Joshua Frloux, Luling (received via ecomment and read by Chairman Gibbs) Mr. Milton Allemand, Hahnville (received via email and read by Chairman Gibbs) Public Hearing Requirements Satisfied Council Discussion Public Works/Waterworks Director Miles Bingham spoke on the matter. Parish President Matthew Jewell spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yes: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs and Fisher-Perrier Nay: 3 - Dufrene, Bellock and Fisher Enactment No: 20-5-4
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2020-0104	An ordinance approving and authorizing the execution of Change Order No. 1 (Final) Parish Project No. #GB-KA-02-19, Killona Community Center Addition to decrease the contract amount by \$125.00. Sponsors: Mr. Jewell and General Government Buildings Reported: General Government Buildings Recommended: Approval Public Hearing Requirements Satisfied Council Discussion VOTE ON THE PROPOSED ORDINANCE Yes: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Enactment No: 20-5-5
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2020-0110	An ordinance to approve and authorize the execution of a contract with Deep South Construction & Salvage, LLC for the West Bank River Intake Modifications (Project No. WWKS 98) in the amount of \$589,265.00. Sponsors: Mr. Jewell and Department of Waterworks Reported: Waterworks Department Recommended: Approval Public Hearing Requirements Satisfied VOTE ON THE PROPOSED ORDINANCE Yes: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Enactment No: 20-5-6
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2020-0111	An ordinance to approve and authorize the execution of an Agreement between St. Charles Parish and Massina's Catering, Inc., to provide Professional Catering Services at the Edward A. Dufresne Community Center. Sponsors: Mr. Jewell and Department of Parks and Recreation Reported: Parks & Recreation Department Recommended: Approval Parks & Recreation Assistant Director Anedra Coleman spoke on the matter. Speakers: Mr. Milton Allemand, Hahnville (received via email and read by Chairman Gibbs) Public Hearing Requirements Satisfied Council Discussion Ms. Coleman spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yes: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Enactment No: 20-5-7
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2020-0112	An ordinance to approve and authorize the execution of an Agreement between St. Charles Parish and ZoraChristina Catering, LLC, to provide Professional Catering Services at the Edward A. Dufresne Community Center. Sponsors: Mr. Jewell and Department of Parks and Recreation Reported: Parks & Recreation Department Recommended: Approval Parks & Recreation Assistant Director Anedra Coleman spoke on the matter. Public Hearing Requirements Satisfied VOTE ON THE PROPOSED ORDINANCE Yes: 9 - Benedetto, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier Nay: 0 Enactment No: 20-5-8
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RESOLUTIONS

2020-0113	A resolution adopting the St. Charles Parish Hazard Mitigation Plan. Sponsors: Mr. Jewell, Ms. Benedetto, Ms. Fonseca, Ms. Darensbourg Gordon, Ms. Clulee, Mr. Gibbs, Mr. Dufrene, Ms. Bellock, Mr. Fisher and Ms. Fisher-Perrier Reported: Parish President Recommended: Approval St. Charles Parish Council Recommended: Approval Emergency Preparedness Director Joe Ganote spoke on the matter. Public comment opened; no public comment Council Discussion Mr. Ganote spoke on the matter.
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VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0
Enactment No: 6493

2020-0114

A resolution approving and authorizing St. Charles Parish to submit a grant application for the United States Department of Agriculture's Rural Housing Service 2020 Housing Preservation Grant Program.

Sponsors: Mr. Jewell and Department of Community Services

Reported:
Community Services Department Recommended: Approval
Public comment opened, no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0
Enactment No: 6494

2020-0115

A resolution adopting the St. Charles Parish Residential Antidisplacement and Relocation Assistance Plan for usage in the implementation of the FY 2019 St. Charles Parish Louisiana Community Development Block Grant (LCDBG) Program Sewer Improvements project.

Sponsors: Mr. Jewell, Grants Office, Ms. Fonseca, Ms. Clulee and Ms. Fisher-Perrier

Reported:
Grants Office Recommended: Approval
Councilwoman Fonseca Recommended: Approval
Councilwoman Clulee Recommended: Approval
Councilwoman Fisher-Perrier Recommended: Approval

Public comment opened
Mr. Milton Allmand, Hahnville (received via email and read by Chairman Gibbs)

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0
Enactment No: 6495

2020-0116

A resolution adopting the revised St. Charles Parish Section 504 and ADA Grievance Procedures providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973, as amended or the Americans with Disabilities Act of 1990 (ADA).

Sponsors: Mr. Jewell, Grants Office, Ms. Fonseca, Ms. Clulee and Ms. Fisher-Perrier

Reported:
Grants Office Recommended: Approval
Councilwoman Fonseca Recommended: Approval
Councilwoman Clulee Recommended: Approval
Councilwoman Fisher-Perrier Recommended: Approval

Public comment opened: no public comment

Council Discussion
Councilwoman Darenbourg Gordon asked to be added as a co-sponsor.
Councilwoman Benedetto asked if a motion was needed to add Mrs. Gordon as co-sponsor and made a motion to add Councilwoman Gordon and herself as co-sponsors.

Amendment: to amend this proposed resolution by adding Councilwoman Darenbourg Gordon and Councilwoman Benedetto as co-sponsors.

A motion was made by Councilmember Benedetto, seconded by Councilmember Darenbourg Gordon, to Amend File No. 2020-0116. The motion carried by the following vote:

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0

Amended

2020-0116

A resolution adopting the revised St. Charles Parish Section 504 and ADA Grievance Procedures providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973, as amended or the Americans with Disabilities Act of 1990 (ADA).

Sponsors: Mr. Jewell, Grants Office, Ms. Fonseca, Ms. Clulee, Ms. Fisher-Perrier, Ms. Darenbourg Gordon and Ms. Benedetto

VOTE ON THE PROPOSED RESOLUTION AS AMENDED

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0
Enactment No: 6496

APPOINTMENTS

2020-0102

A resolution to appoint Mr. Emile Broussard, III to the River Parishes Transit Authority.

Sponsors: Ms. Benedetto, Ms. Fonseca, Ms. Darenbourg Gordon, Ms. Clulee, Mr. Gibbs, Mr. Dufrene, Ms. Bellock, Mr. Fisher and Ms. Fisher-Perrier

VOTE ON THE APPOINTMENT OF MR. EMILE BROUSSARD, III

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0
Enactment No: 6497

2020-0105

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

Nominee:
Councilman Dufrene nominated Mr. Jack Keen

Nomination(s) Accepted

A motion was made by Councilmember Benedetto, seconded by Councilmember Fonseca, to Close Nomination(s) for File No. 2020-0105. The motion carried by the following vote:

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0

Nomination(s) Closed

2020-0105

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

Nominee:
Councilman Fisher nominated Mr. Carmine Frangella

Nomination(s) Accepted

A motion was made by Councilmember Darenbourg Gordon, seconded by Councilmember Benedetto, to Close Nomination(s) for File No. 2020-0105. The motion carried by the following vote:

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0

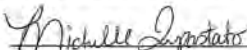
Nomination(s) Closed

ADJOURNMENT

A motion was made by Councilmember Bellock, seconded by Councilmember Dufrene, to adjourn the meeting at approximately 9:05 pm. The motion carried by the following vote:

Yea: 9 - Benedetto, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Perrier
Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, MAY 18, 2020, 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.

2020-0120

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

ORDINANCE NO. 20-5-9

An ordinance to approve and authorize the Parish President to acquire a 10 foot perpetual servitude and a 15 foot temporary construction servitude for use in the construction of the St. Rose Sewer Network Upgrade over property identified as Lots 5 and 6, located across of the John Lambert Tract of Almedia Plantation, Sections 41 and 43, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document.

WHEREAS, St. Charles Parish is undertaking an upgrade to the St. Rose Sewer Network; and,

WHEREAS, the St. Rose Sewer Network has a history of problems related to deficiencies in the network; and,

WHEREAS, the proposed sewer network upgrade requires the acquisition of temporary construction servitude(s) and perpetual sewer servitude(s) over Lots 5 and 6, located across the John Lambert Tract of Almedia Plantation, Sections 41 and 43, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document; and,

WHEREAS, the sewer project and the acquisition of the hereinafter described servitudes is in furtherance of the public's best interest and purpose and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$1,876.80 the properties more particularly described in the "Servitude Agreement" document attached hereto and made a part hereof, from Patsy Taggart Burke.

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

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

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY:

CLVD/PARISH PRESIDENT: May 19, 2020

APPROVED: DISAPPROVED:

PARISH PRESIDENT:

RETD/SECRETARY:

AT: 8:40 am

RECD BY:

SERVITUDE AGREEMENT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

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

PATSY TAGGART BURKE (XX-XXX-____), nee Taggart (100% interest, separate property), being a person of the full age of majority and resident of _____ Parish, State of Louisiana, who declared she has been married once and then to Aubrey G. Burke, who is deceased and she has not since remarried, and whose mailing address is 11052 River Road, St. Rose, Louisiana 70087, herein represented by her duly appointed agent and attorney-in-fact, **Scott H. Burke**, pursuant to a Power of Attorney, dated September 25, 1987, annexed hereto and made a part hereof, said agent further declares that to the best of the Appearer's knowledge, information and belief, the said power of attorney annexed hereto has never been revoked, the Appearer's principal is alive, has not been interdicted and has not filed for bankruptcy,

Hereinafter designated as "GRANTOR", and:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **Matthew Jewell**, its Parish President, appearing herein pursuant to Ordinance No. 20-5-9, adopted by dated the St. Charles Parish Council on the 18th day of May, 2020, a certified copy of which is attached hereto and made a part hereof, whose mailing address is P.O. Box 302, Hahnville, LA 70057 (hereinafter designated as "GRANTEE").

For the consideration of the benefits, uses and advantages accruing to GRANTOR by reason of the "Project", known as St. Rose Sewer Network Upgrade, St. Charles Parish, Louisiana, and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the GRANTEE a perpetual and assignable servitude and right-of-way in, on over and across the land to locate, construct, maintain, repair, operate, patrol and replace a sewer line, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitudes and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, said perpetual sewer servitudes across the lands described below:

LEGAL DESCRIPTION

PERPETUAL SEWER SERVITUDE ACROSS LOT 5

That piece or portion of ground being a 10' Sewer Servitude across Lot 5 of the John Lambert Tract of Almedia Plantation situated in Sections 41 & 43, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot 5 of the John Lambert Tract of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade" by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 763.71' to a point at Station 107+63.71, having coordinates of Northing 534052.14 ft. and Easting 3604032.68 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the north line of a 10' Sewer Servitude being the south right of way of the Illinois Central Railroad a bearing of N48°57'51"E a distance of 148.08' to a point;

Thence proceed in a southeasterly direction along the east line of a 10' Sewer Servitude being east line of Lot 5 of the John Lambert Tract of Almedia Plantation and the west line of Lot 6 of the John Lambert Tract of Almedia Plantation a bearing of S20°50'51"E a distance of 10.63' to a point;

Thence proceed in a southwesterly direction along the south line of a 10' Sewer Servitude being the north line of a 15' Construction Servitude a bearing of S48°57'51"W a distance of 148.03' to a point;

Thence proceed in a northwesterly direction along the west line of a 10' Sewer Servitude being the west line of Lot 5 of the John Lambert Tract of Almedia Plantation and the east line of Lot 4 of the John Lambert Tract of Almedia Plantation a bearing of N21°06'38"W a distance of 10.64' to a point;

The Point of Beginning

LEGAL DESCRIPTION
PERPETUAL SEWER SERVITUDE ACROSS LOT 6

That piece or portion of ground being a 10' Sewer Servitude across Lot 6 of the John Lambert Tract of Almedia Plantation situated in Section 41, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot 6 of the John Lambert Tract of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade" by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 911.79' to a point at Station 109+11.79, having coordinates of Northing 534149.36 ft. and Easting 3604144.37 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the north line of a 10' Sewer Servitude being the south right of way of the Illinois Central Railroad a bearing of N48°57'51"E a distance of 147.90' to a point;

Thence proceed in a southeasterly direction along the east line of a 10' Sewer Servitude being east line of Lot 6 of the John Lambert Tract of Almedia Plantation and the west line of Lot 7 of the John Lambert Tract of Almedia Plantation a bearing of S20°35'04"E a distance of 10.67' to a point;

Thence proceed in a southwesterly direction along the south line of a 10' Sewer Servitude being the north line of a 15' Construction Servitude a bearing of S48°57'51"W a distance of 147.85' to a point;

Thence proceed in a northwesterly direction along the west line of a 10' Sewer Servitude being the west line of Lot 6 of the John Lambert Tract of Almedia Plantation and the east line of Lot 5 of the John Lambert Tract of Almedia Plantation a bearing of N20°50'51"W a distance of 10.65' to a point;

The Point of Beginning

Being the same property acquired by Aubrey G. Burke from Daniel J. Estopinal, Amy Estopinal, wife of Johanes Jilleba, John C. O'Connor, Jr., Kathleen Marie O'Connor, wife of John E. Funk, and Adelaide Beatrice O'Connor, wife of Stephen H. Ehret, through Sale of Real Estate, dated May 29, 1963 and recorded at COB 36, Folio 151, Instrument #24018. Being the same property further acquired by Aubrey G. Burke from Mrs. Sidonia Lambert Tschirin, Mrs. Corinne Lambert Hotard and Mrs. Cora Lambert Barnett through Sale of Property, dated May 29, 1968 and recorded at COB 76, Folio 631, Instrument # 32492. Being the same property further acquired by Patsy R. Taggart, widow of Aubrey G. Burke, from the Succession of Aubrey G. Burke through Judgment of Possession, dated November 24, 2008 and recorded at COB 722, Folio 410, Instrument # 347716 in the official records of St. Charles Parish.

TO HAVE AND TO HOLD said rights, servitude, and easement hereby conveyed for the sewer servitudes across LOT 5 and LOT 6 unto said GRANTEE, its successors and assigns in perpetuity.

Additionally, GRANTOR agrees to grant, transfer, assign, set over and deliver unto the GRANTEE a temporary construction servitude or easement to locate, construct a sewer line, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitudes and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, said temporary servitude is for a period of one year beginning at the issuance of notice to proceed to the selected contractor for the identified project across lands described below:

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION SERVITUDE ACROSS LOT 5

That piece or portion of ground being a 15' Construction Servitude across Lot 5 of the John Lambert Tract of Almedia Plantation situated in Sections 41 & 43, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot 5 of the John Lambert Tract of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade" by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 763.71' to a point

Thence proceed in a southeasterly direction along the west line of a 10' sewer servitude being the west line of Lot 5 of the John Lambert Tract of Almedia Plantation and the east line of Lot 4 of the John Lambert Tract of Almedia Plantation a bearing of S21°06'38"E a distance of 10.64' to a point at Station 107+60.08, Offset 10.00 R, having coordinates of Northing 534042.22 ft. and Easting 3604036.51 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the north line of a 15' Construction Servitude being the south line of a 10' sewer servitude a bearing of N48°57'51"E a distance of 148.03' to a point;

Thence proceed in a southeasterly direction along the east line of a 15' Construction Servitude being the east line of Lot 5 of the John Lambert Tract of Almedia Plantation and the west line of Lot 6 of the John Lambert Tract of Almedia Plantation a bearing of S20°50'51"E a distance of 15.98' to a point;

Thence proceed in a southwesterly direction along the south line of a 15' Construction Servitude a bearing of S48°57'51"W a distance of 147.95' to a point;

Thence proceed in a northwesterly direction along the west line of a 15' Construction Servitude being the west line of Lot 5 of the John Lambert Tract of Almedia Plantation being the east line of Lot 4 of the John Lambert Tract of Almedia Plantation a bearing of N21°06'38"W a distance of 15.96' to a point

The Point of Beginning

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION SERVITUDE ACROSS LOT 6

That piece or portion of ground being a 15' Construction Servitude across Lot 6 of the John Lambert Tract of Almedia Plantation situated in Section 41, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot 6 of the John Lambert Tract of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade" by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 911.79' to a point

Thence proceed in a southeasterly direction along the west line of a 10' sewer servitude being the west line of Lot 6 of the John Lambert Tract of Almedia Plantation and the east line of Lot 5 of the John Lambert Tract of Almedia Plantation a bearing of S20°50'051"E a distance of 10.65' to a point at Station 109+08.11, Offset 10.00 R, having coordinates of Northing 534139.40 ft. and Easting 3604148.17 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the north line of a 15' Construction Servitude being the south line of a 10' sewer servitude a bearing of N48°57'51"E a distance of 147.85' to a point;

Thence proceed in a southeasterly direction along the east line of a 15' Construction Servitude being the east line of Lot 6 of the John Lambert Tract of Almedia Plantation and the west line of Lot 7 of the John Lambert Tract of Almedia Plantation a bearing of S20°35'04"E a distance of 16.01' to a point;

Thence proceed in a southwesterly direction along the south line of a 15' Construction Servitude a bearing of S48°57'51"W a distance of 147.77' to a point;

Thence proceed in a northwesterly direction along the west line of a 15' Construction Servitude being the west line of Lot 6 of the John Lambert Tract of Almedia Plantation being the east line of Lot 5 of the John Lambert Tract of Almedia Plantation a bearing of N20°50'051"W a distance of 15.98' to a point

The Point of Beginning

Being the same property acquired by Aubrey G. Burke from Daniel J. Estopinal, Amy Estopinal, wife of Johanes Jilleba, John C. O'Connor, Jr., Kathleen Marie O'Connor, wife of John E. Funk, and Adelaide Beatrice O'Connor, wife of Stephen H. Ehret, through Sale of Real Estate, dated May 29, 1963 and recorded at COB 36, Folio 151, Instrument #24018. Being the same property further acquired by Aubrey G. Burke from Mrs. Sidonia Lambert Tschirin, Mrs. Corinne Lambert Hotard and Mrs. Cora Lambert Barnett through Sale of Property, dated May 29, 1968 and recorded at COB 76, Folio 631, Instrument # 32492. Being the same property further acquired by Patsy R. Taggart, widow of Aubrey G. Burke, from the Succession of Aubrey G. Burke through Judgment of Possession, dated November 24, 2008 and recorded at COB 722, Folio 410, Instrument # 347716 in the official records of St. Charles Parish.

It is understood and agreed that, in the construction and maintenance of said project, the GRANTEE may move to or remove from the property herein described earth or other material in accordance with usual construction and maintenance practices. Following expiration of the temporary construction servitude, the herein described temporary construction servitude area will be left free of construction scars and no maintenance will occur within that area.

GRANTOR acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the perpetual servitude and temporary construction servitude herein granted and for any and all diminution in the value of GRANTOR's remaining property as a result of the granting of this perpetual servitude and temporary construction servitude.

Except as expressly provided in any separate writing, no title examination or title opinion has been requested or performed on behalf of the GRANTEE by the undersigned Notaries Public or settlement agent, and the GRANTEE expressly rejects the necessity of the same and agrees to release and relieve the Notaries Public and settlement agent from any responsibility and liability in connection therewith.

The consideration for the herein described perpetual sewer servitude is the price and sum of ONE THOUSAND SIX HUNDRED THIRTY-TWO AND NO/100 (\$1,632.00) DOLLARS, together with the amount of TWO HUNDRED FORTY-FOUR AND 80/100 (\$244.80) DOLLARS for the temporary construction servitude, for the total amount of ONE THOUSAND EIGHT HUNDRED SEVENTY-SIX AND 80/100 (\$1,876.80) DOLLARS, which GRANTEE has paid cash in hand, in current money, to said GRANTOR, who acknowledges the receipt thereof and grants full acquittance and discharge thereof.

All ad valorem taxes assessed against the above described property for the three (3) years immediately preceding the current year have been paid.

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

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, in the Parish of _____, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as her free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 20 __, after a due reading of the whole.

WITNESSES:

GRANTOR:

PATSY TAGGART BURKE, represented
herein by SCOTT H. BURKE, agent and
attorney-in-fact

Print Name

Print Name

NOTARY PUBLIC

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

IN TESTIMONY WHEREOF, in Parish of _____, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 20 __, after a due reading of the whole.

WITNESSES:

GRANTEE:
ST. CHARLES PARISH

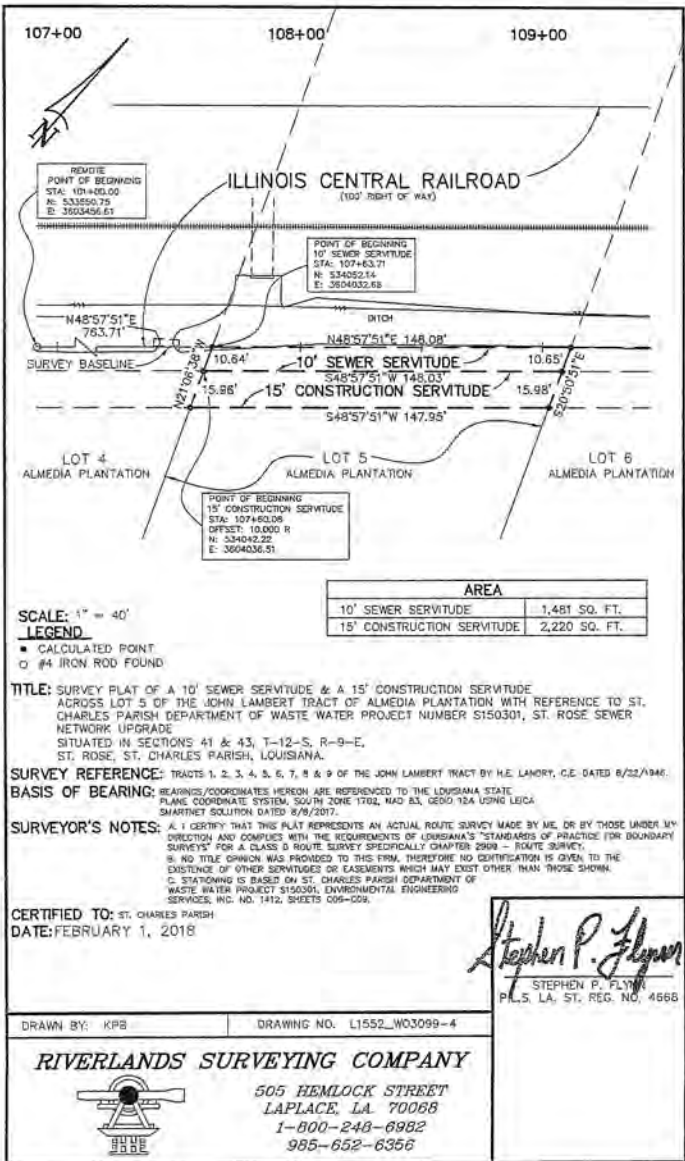
BY: MATTHEW JEWELL
ITS: PRESIDENT

Print Name

Print Name

NOTARY PUBLIC

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



The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: **BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEZ, GIBBS, DUPRENE, BELLOCK, FISHER, FISHER-PERRIER**
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Matthew Jewell*
SECRETARY: *Michelle Spadato*
CLVD/PARISH PRESIDENT: *May 19, 2020*
APPROVED: ☒ DISAPPROVED: ☐
PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: *May 21, 2020*
AT: *8:40am* RECD BY: *TD*

SERVITUDE AGREEMENT

STATE OF LOUISIANA
PARISH OF ST. CHARLES

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

RHINO ENTERPRISES, INC. (TAX ID #XX-XXXX9542), a corporation organized under the laws of the State of Louisiana, herein appearing by and through **Wayne F. Wandell**, duly authorized pursuant to a Corporate Resolution dated _____, a copy of which is annexed hereto and made a part hereof, whose mailing address is 817 Hickory St., Harahan, LA 70123,

Hereinafter designated as "GRANTOR", and;

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **Matthew Jewell**, its Parish President, appearing herein pursuant to Ordinance No. 20-5-10, adopted by dated the St. Charles Parish Council on the 18th day of May, 2020, a certified copy of which is attached hereto and made a part hereof, whose mailing address is P.O. Box 302, Hahnville, LA 70057 (hereinafter designated as "GRANTEE").

For the consideration of the benefits, uses and advantages accruing to GRANTOR by reason of the "Project", known as St. Rose Sewer Network Upgrade, St. Charles Parish, Louisiana, and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the GRANTEE a perpetual and assignable servitude and right-of-way in, on over and across the land to locate, construct, maintain, repair, operate, patrol and replace a sewer line, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitudes and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, said perpetual sewer servitude across the lands described below:

LEGAL DESCRIPTION
PERPETUAL SEWER SERVITUDE ACROSS LOT G-1-B

That piece or portion of ground being a 10' Sewer Servitude across Lot G-1-B of Almedia Plantation situated in Section 40, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot G-1-A & Lot G-1-B of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade" by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 1436.31' to a point;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad along a tangent curve to right with a radius of 2814.93', a curve length 65.70' & a chord bearing of N49°37'58"E a distance of 65.70' to a point at Station 115+02.01 having coordinates of Northing 534536.28 ft. and Easting 3604590.07 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad being the north line of a 10' sewer servitude along a tangent curve to right with a radius of 2814.93', a curve length 352.03' & a chord bearing of N53°53'03"E a distance of 351.79' to a point;

Thence proceed in a southeasterly direction along the east line of a 10' Sewer Servitude a bearing of S32°38'07"E a distance of 10.00' to a point;

Thence proceed in a southwesterly direction along the south line of a 10' Sewer Servitude being the north line of a 15' Construction Servitude along a non-tangent curve to left with a radius of 2804.93', a curve length 354.41' & a chord bearing of S53°50'50"W a distance of 354.17' to a point;

Thence proceed in a northwesterly direction along the west line of a 10' Sewer Servitude being the west line of Lot G-1-B and the east line of Lot 119 of Riverview Estates a bearing of N19°47'43"W a distance of 10.64' to a point;

The Point of Beginning

Being the same property acquired by Rhino Enterprises, Inc. from Secor Bank, Federal Savings Bank, through Act of Sale, dated December 6, 1993, and recorded on December 15, 1993 at COB 473, Folio 509, Entry No. 180147, in the official records of St. Charles Parish.

TO HAVE AND TO HOLD said rights, servitude, and easement hereby conveyed for the sewer servitude across LOT NO. G-1-B unto said GRANTEE, its successors and assigns in perpetuity.

Additionally, GRANTOR agrees to grant, transfer, assign, set over and deliver unto the GRANTEE a temporary construction servitude or easement to locate, construct a sewer line, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitudes and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, said temporary servitude is for a period of one year beginning at the issuance of notice to proceed to the selected contractor for the identified project across lands described below:

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION SERVITUDE ACROSS LOTS G-1-A & G-1-B

That piece or portion of ground being a 15' Construction Servitude across Lot G-1-A & Lot G-1-B of Almedia Plantation situated in Section 40, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot G-1-A & Lot G-1-B of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade" by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 1436.31' to a point;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad along a tangent curve to right with a radius of 2814.93', a curve length 65.70' & a chord bearing of N49°37'58"E a distance of 65.70' to a point;

2020-0121

INTRODUCED BY: **MATTHEW JEWELL, PARISH PRESIDENT**
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 20-5-10

An ordinance to approve and authorize the Parish President to acquire a 10 foot perpetual servitude and a 15 foot temporary construction servitude for use in the construction of the St. Rose Sewer Network Upgrade over property identified as Lots G-1-A and G-1-B at Almedia Plantation, Section 40, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document.

WHEREAS, St. Charles Parish is undertaking an upgrade to the St. Rose Sewer Network; and,

WHEREAS, the St. Rose Sewer Network has a history of problems related to deficiencies in the network; and,

WHEREAS, the proposed sewer network upgrade requires the acquisition of temporary construction servitude(s) and perpetual sewer servitude(s) over as Lots G-1-A and G-1-B at Almedia Plantation, Section 40, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document; and,

WHEREAS, the sewer project and the acquisition of the hereinafter described servitudes is in furtherance of the public's best interest and purpose and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$1,867.40 the properties more particularly described in the "Servitude Agreement" document attached hereto and made a part hereof, from Rhino Enterprises, Inc.

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

Thence proceed in a southeasterly direction along the west line of a 10' Sewer Servitude being the east line of Lot 119 of Riverview Estates a bearing of S19°47'43"E a distance of 10.64' to a point at Station 114+98.37, Offset 10.00 R, having coordinates Northing 534526.27 ft. and Easting 3604593.68 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the south line of a 10' Sewer Servitude being the north line of a 15' Construction Servitude along a non-tangent curve to right with a radius of 2804.93', a curve length 354.41' & a chord bearing of N53°50'50"E a distance of 354.17' to a point;

Thence proceed in a southeasterly direction along the east line of a 15' Construction Servitude a bearing of S32°38'07"E a distance of 15.00' to a point;

Thence proceed in a southwesterly direction along the being the south line of a 15' Construction Servitude along a non-tangent curve to left with a radius of 2789.93', a curve length 357.99' & a chord bearing of S53°47'29"W a distance of 357.75' to a point;

Thence proceed in a northwesterly direction along the west line of a 15' Construction Servitude being the west line of Lot G-1-B and the east line of Lot 119 of Riverview Estates a bearing of N19°47'43"W a distance of 15.97' to a point;

The Point of Beginning

Being the same property acquired by Rhino Enterprises, Inc. from Harvey Canal Holdings VII, L.L.C., through Act of Contribution of Property, dated December 21, 2012, and recorded on January 2, 2013 at COB 781, Folio 62, Entry No. 385111. Being the same property further acquired by Rhino Enterprises, Inc. from Secor Bank, Federal Savings Bank, through Act of Sale, dated December 6, 1993, and recorded on December 15, 1993 at COB 473, Folio 509, Entry No. 180147, in the official records of St. Charles Parish.

It is understood and agreed that, in the construction and maintenance of said project, the GRANTEE may move to or remove from the property herein described earth or other material in accordance with usual construction and maintenance practices. Following expiration of the temporary construction servitude, the herein described temporary construction servitude area will be left free of construction scars and no maintenance will occur within that area.

GRANTOR acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the perpetual servitude and temporary construction servitude herein granted and for any and all diminution in the value of GRANTOR's remaining property as a result of the granting of this perpetual servitude and temporary construction servitude.

Except as expressly provided in any separate writing, no title examination or title opinion has been requested or performed on behalf of the GRANTEE by the undersigned Notaries Public or settlement agent, and the GRANTEE expressly rejects the necessity of the same and agrees to release and relieve the Notaries Public and settlement agent from any responsibility and liability in connection therewith.

The consideration for the herein described perpetual sewer servitude is the price and sum of ONE THOUSAND SIX HUNDRED TWENTY-TWO AND NO/100 (\$1,622.00) DOLLARS, together with the amount of TWO HUNDRED FORTY-FIVE AND 40/100 (\$245.40) DOLLARS for the temporary construction servitude, for the total amount of ONE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND 40/100 (\$1,867.40) DOLLARS, which GRANTEE has paid cash in hand, in current money, to said GRANTOR, who acknowledges the receipt thereof and grants full acquittance and discharge thereof.

All ad valorem taxes assessed against the above described property for the three (3) years immediately preceding the current year have been paid.

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

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, in the Parish of _____, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his/her free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 20____, after a due reading of the whole.

WITNESSES: GRANTOR:
RHINO ENTERPRISES, INC.

WAYNE F. WANDELL, Agent and Attorney-in-Fact of Rhino Enterprises, Inc.

Print Name

Print Name

NOTARY PUBLIC

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

IN TESTIMONY WHEREOF, in Parish of _____, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 20____, after a due reading of the whole.

WITNESSES: GRANTEE:
ST. CHARLES PARISH

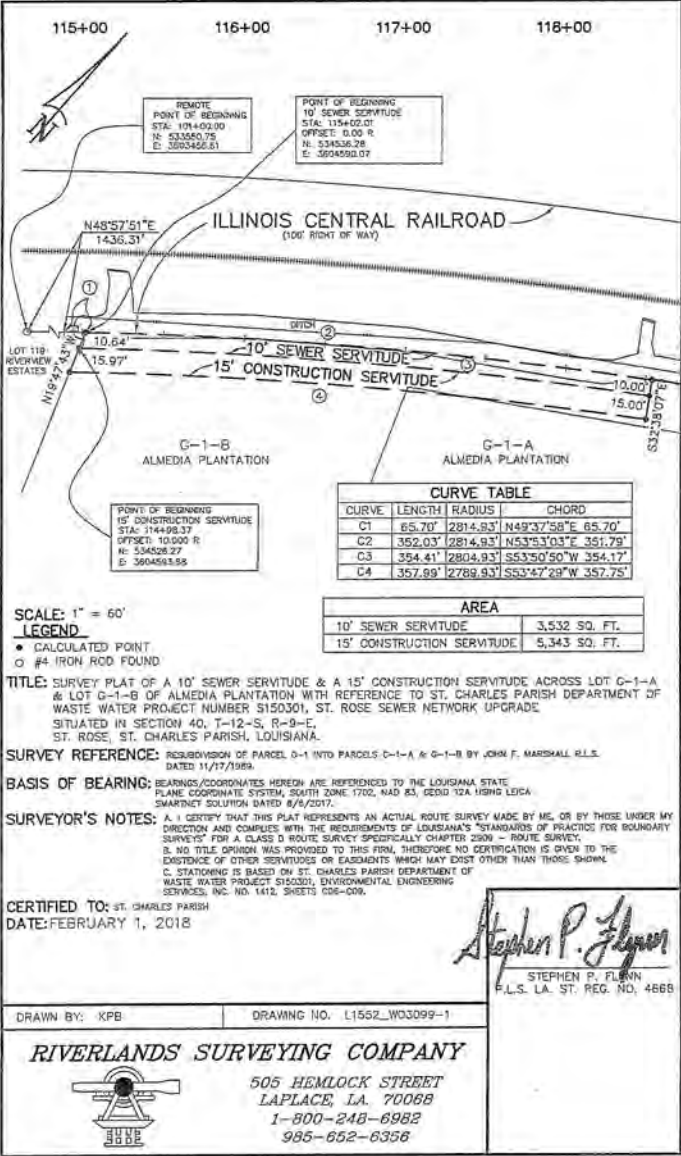
BY: MATTHEW JEWELL
ITS: PRESIDENT

Print Name

Print Name

NOTARY PUBLIC

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



2020-0122
INTRODUCED BY: LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I
ORDINANCE NO. 20-5-11

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO OVERNIGHT PARKING" signs at the St. Charles Parish Killona Community Center, 201 Highway 3141, Killona.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. Traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9.

SECTION II. In accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN that "NO OVERNIGHT PARKING" signs be installed at the St. Charles Parish Killona Community Center located at 201 Highway 3141 in Killona; two no overnight parking signs, one on each side of entrance into parking lot and two signs prohibiting vehicles over five (5) tons.

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

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: May 19, 2020
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: May 21, 2020
AT: 8:40am RECD BY: _____

2020-0123
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)
ORDINANCE NO. 20-5-12

An ordinance to approve and authorize the execution of an Engineering Services Contract between Linfield, Hunter & Junius, Inc. and St. Charles Parish for the design and construction management of a Memorial Park to be located at 274 Judge Edward Dufresne Parkway, Luling, LA.

WHEREAS, St. Charles Parish intends to construct a Memorial Park on the north side of the Edward Dufresne Community Center to honor all branches of the military. The park will also include an area to honor Gold Star families and prisoners of war. It will serve as a place for veterans to gather and host ceremonies such as Memorial Day and Veteran's Day; and,

WHEREAS, it is the desire of the Parish to engage a qualified firm to provide professional engineering services for the design and construction management of said project for successful completion; and,

WHEREAS, the park will be constructed in phases with the first phase commencing this year; and,

WHEREAS, it is the desire of the Parish and Linfield, Hunter & Junius, Inc. to enter into an Engineering Services Contract for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Contract between Linfield, Hunter & Junius, Inc., and St. Charles Parish for the design and construction management of a Memorial Park at 274 Judge Edward Dufresne Parkway, Luling, LA is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Engineering Services Contract on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: May 19, 2020
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: May 21, 2020
AT: 9:01am RECD BY: _____

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 27th day of May, 2020, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Linfield, Hunter & Junius, Inc., a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the St. Charles Parish Memorial Park located on Judge Edward Dufresne Parkway project as described in Ordinance No. 20-5-12, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Engineer's proposal dated March 13, 2020 (Proposal), which is attached hereto and made a part hereof.

1.1 A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each Task Order shall become an Addendum to and a part of this Contract in accordance with Exhibit A. The Owner may terminate the Contract or any Task Order by written notification and without cause per Section 7.0. Issuance of a Task Order will serve as the Owner's approval to begin a subsequent phase.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as herein after provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, structural, and construction engineering and inspection.

2.1.2 In general, the Project consists of the Design, Bidding Assistance and Construction Management of the phases shown in the Proposal. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.

The Scope of Work is shown in the Proposal and includes a new Memorial Park located on Judge Edward Dufresne Parkway.

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

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

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

2.2 Task Order Conceptual/Preliminary Design

2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the task order phase of the Project.

2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.

2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.

2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the task order phase of the Project, and participating in consultations with such authorities.

2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.

2.2.6 Prepare for incorporation into Contract Documents preliminary drawings based on the accepted conceptual plan to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.

2.2.7 Prepare an opinion of probable total project costs based on the preliminary Drawings and Specifications.

2.2.8 Meet with the Owner and present the preliminary design.

2.2.9 Submit five paper copies and one electronic copy in PDF format of the preliminary Drawings, Specifications and cost opinion to the Owner for comments.

2.3 Task Order Final Design

2.3.1 Revise preliminary Drawings, Specifications and cost opinion based on Owner's comments.

2.3.2 Prepare final Bidding Documents including final Drawings, Specifications and St. Charles Parish's front-end documents.

2.3.3 Meet with the Owner to present the final design.

2.3.4 Submit five paper copies and one electronic copy in PDF format of the final Bidding Documents and cost opinion to the Owner. Bidding Documents shall be signed and sealed by a Louisiana Professional Engineer.

2.4 Task Order Bidding

2.4.1 Produce Bidding Documents.

2.4.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.

2.4.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

2.4.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.

2.4.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is allowed by the Bidding Documents.

2.4.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble Contract Documents as specified in Exhibit B, attached hereto and made a part hereof, for presentation and execution.

2.5 Task Order Construction

2.5.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

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

2.5.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

2.5.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been

implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

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

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

2.5.5 Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.

2.5.6 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.

2.5.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

2.5.8 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

2.5.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

2.5.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.5.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

2.5.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.

2.5.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).

2.5.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCAD format (latest release) and in PDF format titled to reflect "Construction Drawings"

2.5.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.

2.5.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.9 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.

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

2.6 Task Order Close-out and Facility Operation

Engineer shall:

2.6.1 Provide start-up services for the new facility.

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

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

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

2.6.5 Provide technical consultation and assistance in correcting warranty items.

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

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

2.6.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

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

3.0 SERVICES OF THE OWNER

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

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

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

4.0 COMPENSATION

4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer as per the following:

4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services a lump sum fee as described in the Proposal.

4.1.1.1 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments as shown in the Proposal.

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

4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

4.2.1 For Additional Services provided by the Engineer such as, but not limited to, resident inspection services, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc., Owner shall pay Engineer based on the hourly rate included in the Proposal. Payment can be by either billable hours, lump sum, or not to exceed amount.

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

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

4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
- Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.

4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.10 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.10 inclusive.

5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.

5.1.2.1 Providing necessary design topographic surveying for the Task Order to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.

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

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

5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

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

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

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

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

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

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

6.0 OWNERSHIP OF DOCUMENTS.

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

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

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

6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright

shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

7.0 TERMINATION.

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

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

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

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

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

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

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

9.0 SUCCESSORS AND ASSIGNS

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

10.0 INSURANCE

10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

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

10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

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

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

10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL

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

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

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

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

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

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

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

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

12.0 ACCESS TO SITE

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

13.0 WARRANTY

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

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

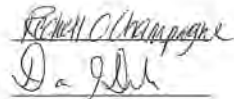
13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

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

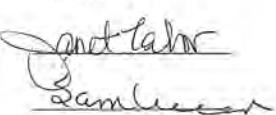
WITNESSES:


Robert Champagne

ST. CHARLES PARISH


Matthew Jewell
Parish President

WITNESSES:


Sam Leach

Linfield, Hunter & Junius, Inc.


Nathan J. Junius



LINFIELD, HUNTER & JUNIUS, INC.
PROFESSIONAL ENGINEERS, ARCHITECTS,
LANDSCAPE ARCHITECTS AND SURVEYORS
3608 18th Street / Suite 200
Metairie, Louisiana 70002
(504) 833-5300 / (504) 833-5150 fax
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Ralph W. Junius, Jr., P.E.
Nicholas J. Junius, P.E., P.L.S.
Sergey J. Gint, P.E.
Anthony F. Gaudin, P.E.
Benjamin N. Chadwick, AIA
Charles T. Knight, P.E.
Robert R. Narkson, P.E.
Mark K. Amisano
J. Gregg Cantrell, PLA
Daniel P. Bolock, P.E.
Jonathan C. Cassano, P.E.
Wesley R. Bunn, P.E., P.L.S.
Daniel A. Flores, P.E.
Cary M. Gennerson, P.E.
Jedidiah S. Holmich, P.E.
Timothy J. Rods, P.E.
Lisa F. Sosa, P.E.
Richard A. Van Wagoner, P.E.

March 13, 2020

Mr. Darrin Duhe, Chief Operating Officer
St. Charles Parish Government
St. Charles Parish Courthouse, Third Floor
15045 River Road
Hahnville, Louisiana 70057

Re: St. Charles Parish Memorial Park Design
Luling, Louisiana
Our File #: 20M-052

Dear Mr. Duhe:

Please see our proposal below to provide professional Landscape Architectural Master Planning, and Design Services and Land Surveying Services for a Memorial Park located on Judge Edward Dufresne Parkway in St. Charles Parish, LA.

We propose the following services:

Landscape Architecture & Design Services:

- Update the St. Charles Parish Memorial Park Master Plan based on an Owner provided survey of the project.
- Update the renderings and model of the Master Plan. These boards will be available to the Owner for advertising and promotional material.
- Create construction drawings and specifications for the proposed work. Plans and specifications shall be suitable for bidding and construction.
- Include three (3) progress meetings with St. Charles Parish to review construction drawings.
- Provide Opinion of Construction Cost at preliminary and final phase of design.
- Work with the St. Charles Parish Purchasing Department to bid the project.
- Attend a pre-bid conference for the project.
- Issue addenda, as needed, during the bid process.
- Conduct a pre-construction meeting with the Parish approved low bidder.
- Review submittals and answer Contractor questions during the construction phase.
- LH&J will attend monthly progress meetings (during construction) with the Owner to observe construction progress.
- LH&J will review the Contractor's applications for payment, and process change orders (if required).
- The Contractor is solely responsible for construction methods, techniques, schedules and procedures.
- LH&J will inspect the final installation and create a punch list.
- Create record drawings for the project based on Contractor supplied information.
- Proposal based on a \$700,000 construction project.

This proposal does not include any presentations or public meetings which can be done on an hourly basis. Any additional printing not listed in this proposal shall be the responsibility of the Owner.

REQUIRED FROM THE OWNER

- All program elements shall be provided by the Owner.
- Full access to the site(s) for field observations and measurements.

Design Fees:

We propose to provide basic design services for a Lump Sum fee of **\$72,100.00**. Billable tasks and percentages shall be as follows:

Rendered Master Plan	10%	\$ 7,210.00
Design and Budgeting	20%	\$14,420.00
Construction Drawings	40%	\$28,840.00
Bidding	5.0%	\$ 3,605.00
Construction Services	20%	\$14,420.00
Record Drawings	5%	\$ 3,605.00

Resident Inspection:

Resident Inspection scheduling shall be determined in coordination with the Contract's construction schedule. Resident Inspection shall be billed on an hourly basis. We recommend the Parish budget **\$38,400.00** for this phase.

Resident Inspection	Hourly	\$80/Hour
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Topographic Survey:

We will provide a topographic survey of the site estimated at 1.5 acres for a Lump Sum fee of **\$8,100.00**.

- The limits of topographic survey will be the area as shown on the attached aerial provided by your office.
- Non-visible utilities will be shown based on One Call markings and available utility maps provided by your office.
- Visible utilities will be located including sewer and drain, top of casting and inverts.
- Existing improvements such as pavement, curbs, fencing, and structures will be located.
- Spot elevations will be taken on a 50' x 50' grid within the limits of topography.
- Two temporary benchmarks will be set on the site.
- All elevations will be in NAVD 88 which will be established by RTK Surveying.
- FEMA elevation certificate will be provided for the site.
- Scope does not include a boundary survey.

The proposed fees shall be in accordance with the attached Conditions of Service. If the proposal is acceptable, please sign in the space provided and return one original to this office.

We await your Notice to Proceed to begin work on this project.

We appreciate the opportunity to provide this proposal.

Sincerely,

LINFIELD, HUNTER & JUNIUS, INC.

Greg Cantrell, PLA
Director of Landscape Architecture
GC/kwf

St. Charles Parish Government

Enclosures

NAME:
TITLE:
DATE:



ST. CHARLES PARISH

DEPARTMENT OF Parks and Recreation

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the 21st day of May, 2020, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and Calvin Giordano & Associates, Inc. acting herein and through its President, hereinafter called the CONTRACTOR. Whereas the OWNER desires to employ the CONTRACTOR to perform the services described herein for a Parks and Recreation Master Plan Update:

1. GENERAL

- a. The OWNER engages the CONTRACTOR to perform specific professional services identified and described in the Scope of work. CONTRACTOR services shall conform to the requirements of the OWNER and all participating regulating agencies.

2. SERVICES OF THE CONTRACTOR

- a. The Parish hereby agrees to contract with the contractor, and the contractor hereby agrees to perform services in connection with the St. Charles Parish Parks and Recreation Master Plan Update. The services consist of the work defined in the following Scope of Work.
- b. SCOPE OF WORK: Update the existing Recreation Master Plan from 2012, as described in the CGA Proposal No. 20-3591, which is attached hereto and made part of this agreement.

3. PERIOD OF SERVICE

- a. The CONTRACTOR shall complete and produce all deliverables described in the Scope of work in the CGA Proposal No. 20-3591 within 240 calendar days of execution of this AGREEMENT.
- b. In the event that delays are experienced beyond the control of the CONTRACTOR, the schedule may be revised as mutually agreed upon by the OWNER and the CONTRACTOR.

4. CONTRACTOR'S COMPENSATION

- a. The method of payment for this AGREEMENT is LUMP SUM.
- b. Total compensation for the completion of the Scope of work described in Section 2B, shall be \$26,400.00 as stipulated in the attached CGA Proposal No. 20-3591.
- c. Such payment to be made to CONTRACTOR within thirty (30) days after receipt of CONTRACTOR'S invoice by OWNER.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONTRACTOR in carrying out the Scope of work by placing at his disposal all existing relevant data and records in its possession.
- b. CONTRACTOR shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.
- c. OWNER guarantees CONTRACTOR access to all public property as required in order to complete the Scope of work.

6. TERMINATION

- a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.
- b. Immediately after receiving such notice, the CONTRACTOR shall discontinue advancing the services under this AGREEMENT.
- c. CONTRACTOR shall invoice an ascertainable sum proportionate to the lump sum fee amount described in the CGA Proposal No. 20-3591. The percentage of services completed shall be based upon the Scope of work set forth in the CGA Proposal No. 20-3591.
- d. In no event shall the fee exceed what is set forth in the AGREEMENT.
- e. OWNER, upon receiving the completed or partially completed deliverables, and after the final fee is mutually agreed upon, shall make payment within thirty (30) days.
- f. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of work in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

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

8. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT is not assignable.

9. INSURANCE

- a. The CONTRACTOR shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of work under this AGREEMENT as defined in the attached scope of work.
- b. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.
- c. St. Charles Parish shall be named as additional insured on general liability insurance policies.
- d. OWNER may examine all insurance policies.
- e. For all purposes under Louisiana law, the principals of this AGREEMENT shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

10. OTHER

- a. CONTRACTOR shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONTRACTOR, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

11. EXCLUSIVE JURISDICTION AND VENUE

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day, month and year first above mentioned.

ATTEST

ST. CHARLES PARISH
By:
Parish President

ATTEST

By:

St. Charles Parish Parks and Recreation Master Plan
Schedule of Standard Hourly Rates for CGA*

CGA Professional Categories	Anticipated Project Role	
Professional in Charge	Oversight (only as needed)	\$215.00
Principal Planner	Project Manager	\$145.00
Planner	Analysis	\$105.00
Assistant Planner	Research and misc. support (only as needed)	\$90.00
Senior Landscape Architect	Best practices in standards for parks	\$155.00
Landscape Designer	Analysis support, graphics and report preparation assistance	\$95.00
GIS Specialist	Mapping	\$145.00

*Rates are subject to adjustment on an annual basis.

2020-0144

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE)
ST. CHARLES PARISH COUNCIL

RESOLUTION NO. 649B

A resolution in support of submitting a request for additional funds from the Louisiana Office of State Parks, Division of Outdoor Recreation, for the completion of the Rathborne Park, Phase III project in Luling.

WHEREAS, Resolution No. 6343, adopted in May of 2018, approved the submission of an application to the Louisiana Office of State Parks, Division of Outdoor Recreation, in the amount of \$250,000 for the Rathborne Park Phase III project and committed \$250,000 in matching funds in the 2018 Parish Budget; and,

WHEREAS, the submitted application was approved for \$250,000 in funding in November of 2018; and,

WHEREAS, the scope of work for the proposed project has been adjusted and the location of the proposed parking area will now be located on the southern border of the park; and,

WHEREAS, the new location will require the construction of an access road leading into the parking area and a pedestrian bridge over an unnamed drainage canal to provide access into the park; and,

WHEREAS, the installation of additional lighting, parking and bleacher covers will remain deliverables as part of the grant funded Phase III improvements; and,

WHEREAS, the additional costs associated with the pedestrian bridge, access road, and path lighting may be eligible costs for Land and Water Conservation Aid; and,

WHEREAS, the Parish is requesting additional funds in the amount of \$80,000 from the Louisiana Office of State Parks, Division of Outdoor Recreation to assist with funding the additional costs of the project; and,

WHEREAS, the Parish has obligated cash matching funds in the amount of \$80,000 in the 2020 Parish Budget to be combined with the \$250,000 in funding previously awarded to the Parish to satisfactorily complete the project and thus become eligible for Land and Water Conservation Fund financial aid in the total amount of \$330,000 or 50% of the total estimated eligible project costs of \$660,000.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and support the submission of a request for additional funds from the Louisiana Office of State Parks, Division of Outdoor Recreation, for financial assistance in the continued development of Rathborne Park in Luling, Louisiana.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

ABSENT: NONE

And the resolution was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Phil Hilly
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: May 19, 2020
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Math Jurell
RETD/SECRETARY: May 21, 2020
AT: 8:40 am RECD BY:

2020-0105

RESOLUTION NO. 6499

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

WHEREAS, there exists a vacancy on the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION**; due to the expiration of the term Mr. Jason Richard on May 31, 2020; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Mr. Jack Keen
836 Barber Road, Paradis, LA 70080

is hereby appointed to fill the unexpired term on the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION** as the District IV Representative.

BE IT FURTHER RESOLVED that said appointment shall be effective **MAY 31, 2020** shall expire **MAY 31, 2024**.

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

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Phil Hilly
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: May 19, 2020
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Math Jurell
RETD/SECRETARY: May 21, 2020
AT: 8:40 am RECD BY:

2020-0106

RESOLUTION NO. 6500

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

WHEREAS, there exists a vacancy on the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION**; due to the expiration of the term Mr. Carmine Frangella on May 31, 2020; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Mr. Carmine Frangella
535 Vial Street, Norco, LA 70079

is hereby appointed to the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION** as the District VI Representative.

BE IT FURTHER RESOLVED that said appointment shall be effective **MAY 31, 2020** and shall expire **MAY 31, 2024**.

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

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Phil Hilly
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: May 19, 2020
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Math Jurell
RETD/SECRETARY: May 21, 2020
AT: 8:40 am RECD BY:

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish May 28, 2020

Public Notice

PUBLIC NOTICE

REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28. (As amended). The fee for performing these services shall be at a rate of 0.037 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of 0.029 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$58.61 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanup per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc. a fee of forty-three dollars and eighty six cents (\$43.96) per cubic yard will be assessed. An administration fee of \$36.63 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CIP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve-month period ending each November. The change shall become effective beginning with the period ending November 30, 2000. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees.

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

Pierre A. Elliott (Good Hope Subd. - Biks A Thru U)
Lot 15 (529 Goodhope Street)
Nature of violation: Grass cutting & removal of debris

Elisa Pugh (Smith's Green Acres)
Lot 926-A (207 Second Street)
Nature of violation: Grass cutting & removal of debris

Salvadore A. Porter (Modoc Pltn. Subd.)
Lot A, B, C, D, 6 AND 8, MODOC SUBD., LESS PARTS (12646 River Rd.)
Nature of violation: Grass cutting & removal of debris

Portera Mildred - Unfruct (MODOC Pltn. Subd.)
Lot E, F, G, H AND I, MODOC SUBD. (12646 River Rd.)
Nature of violation: Grass cutting & removal of debris

PUBLISH: May 28, 2020

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET* ON JUNE 4, 2020 AT 7:00 P.M. TO HEAR:

2020-6-HOP requested by **Charnelle Curtis** for a home occupation - "Southern Traditions Street-side Cafe" - a mobile food trailer at **158 Evangeline Road, Montz** Zoning District R-1A. Council District 6.

2020-6-R requested by **Fashion Plantation Estates, LLC** for a change in zoning district from R-3 to R-1A on four parcels consisting of approximately 14 acres in Fashion Plantation, **near 900 & 901 South Fashion Boulevard, Hahnville**. Council District 1.

2020-6-MIN requested by **Fashion Plantation Estates, LLC** for resubdivision of one lot into two lots near **901 South Fashion Boulevard, Hahnville**. Zoning District R-3. Council District 1.

2020-7-MIN requested by **Dunn Homes, LLC** for resubdivision of one lot into two lots, **139 St. Charles Place, Hahnville**. Zoning District R-1A. Council District 1.

2020-8-MIN requested by **Dunn Homes, LLC** for resubdivision of two lots into three lots, **302 & 304 Fonda Street, Paradis**. Zoning District R-1A(M). Council District 4.

ALTERNATE DATE: None / PUBLISH: 5/21, 5/28, 6/4

*In order to adhere to the State's COVID-19 Stay at Home Order, this meeting may be held virtually. Instructions for participation in a virtual meeting will be released prior to the meeting and made available at www.stcharlesparish-la.gov. If the meeting is held in person, it will be in the Council Chamber of the Hahnville Courthouse. Please contact the Department of Planning and Zoning closer to the meeting date for the latest updates at (985)-783-5060.

St. Charles
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