

St. Charles Parish

Meeting Agenda

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

Parish Council

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

Monday, August 6, 2018

6:00 PM

Council Chambers, Courthouse

Final

CALL TO ORDER

PRAYER / PLEDGE

Pastor Tim Buford First Baptist Church, Luling

APPROVAL OF MINUTES

Regular Meeting - July 9, 2018

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2018-0203

Proclamation: "Vehicular Heatstroke Awareness Month"

Sponsors:

Ms. Clulee

2018-0209

Appoint Council Secretary

Sponsors:

Mr. Gibbs

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2018-0204

Department of Waterworks

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, August 20, 2018, 6:00 pm, Council Chambers, Courthouse, Hahnville

(No items for the regular Agenda)

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2 2018-0200

An ordinance to approve and authorize the execution of a Lease

between St. Charles Parish and The United States of America,

Department of Transportation, Federal Aviation Administration, for the

Terminal Doppler Weather Radar in Norco.

Sponsors:

Mr. Cochran

Legislative History

7/23/18

Parish President

Introduced

7/23/18

Parish Council

Publish/Scheduled for Public Hearing to the

Parish Council

15 2018-0202

An ordinance to amend the 2018 Consolidated Operating and Capital Budget, Amendment No. 5, to add revenues totaling \$25,427,801 and expenditures totaling \$26,946,176 for the Roads and Drainage Fund - Fund 112, Parish Transportation Fund 102, Flood Protection Fund 123, and Capital Projects Fund 310 (West Bank Hurricane Protection Levee) for construction, architectural/engineering, and other fees unexpended in 2017 for various parish projects that were not completed during 2017.

Sponsors:

Mr. Cochran and Department of Finance

Legislative History

7/23/18

Parish President

Introduced

7/23/18

Parish Council

Publish/Scheduled for Public Hearing to the

Parish Council

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

34 2018-0193

An ordinance to approve and authorize the execution of an Agreement between Tauzin Consultants, LLC and St. Charles Parish for

governmental affairs representation.

Sponsors:

Ms. Benedetto, Ms. Clulee, Mr. Gibbs, Ms. Bellock and Ms. Fisher-Perrier

[This proposed ordinance was tabled on July 23, 2018; Public Hearing requirements were

satisfied.]

Legislative History

7/9/18

Council Member(s)

Introduced

7/9/18

Parish Council

Publish/Scheduled for Public Hearing to the

Parish Council

7/23/18

Parish Council

Amended

7/23/18

Parish Council

Amended

Amendment: to amend the proposed ordinance by adding Councilwoman

Fisher-Perrier as co-sponsor

7/23/18

Parish Council

Public Hearing Requirements Satisfied

Reported:

Councilwoman Benedetto Recommended: Approval
Councilwoman Ciulee Recommended: Approval
Councilman Gibbs Recommended: Approval
Councilman Woodruff Recommended: Approval
Councilwoman Bellock Recommended: Approval
Councilwoman Fisher-Perrier Recommended: Approval

Speakers:

Mr. Milton Allemand, Hahnville Mr. Joey Murray, Destrehan

7/23/18

Parish Council

Tabled.

Council Discussion

7/23/18

Parish Council

Tabled.

7/23/18

Parish Council

Amended

7/23/18

Parish Council

Amended

RESOLUTIONS

38 2018-0208

A resolution requesting that Council Chairman Dick Gibbs, the District III Council representative currently serving as Council Chairman, respond to all requests for communications made to him as Chairman by any and all Councilmembers serving in their elected position doing the people's business, and should Council Chairman Gibbs continue to choose or to find that he is unable to communicate with any councilmembers due to personal issues, personal feelings, or whatever the case may be, that he step down from serving as Council Chairman due to the fact that his lack of or unwillingness to communicate as Council Chairman is detrimental to the Council as a whole and ultimately to the residents of St. Charles Parish which the Council represents.

Sponsors:

Mr. Hogan

APPOINTMENTS

2018-0167

Council appointment to the River Region Caucus

Council Chairman will accept nominations to fill the vacancy caused by the expiration of the term of Councilman Terrell D. Wilson. Term to begin July 31, 2018 and expire July 31, 2019. [Deferred from the July 23, 2018 Parish Council Meeting]

Legislative History

6/18/18	Parish Council	Vacancy Announced
7/9/18	Parish Council	Deferred
7/9/18	Parish Council	Deferred
7/23/18	Parish Council	Deferred

Councilman Hogan stated that at the last council meeting the council asked for some clarification on what is happening with the River Region Caucus.

Acting Chairman Benedetto stated that we are still in the process of gathering information.

2018-0168

Council appointment to the River Region Caucus

Council Chairman will accept nominations to fill the vacancy caused by the expiration of the term of Councilwoman Traci A. Fletcher. Term to begin July 31, 2018 and expire July 31, 2019. [Deferred from the July 23, 2018 Parish Council Meeting]

Legislative History

6/18/18	Parish Council	Vacancy Announced
7/9/18	Parish Council	Deferred
7/9/18	Parish Council	Deferred
7/23/18	Parish Council	Deferred

<u>2018-0169</u>

Council Alternate Appointment to the River Region Caucus

Council Chairman will accept nominations to fill the vacancy caused by the expiration of the term of Councilwoman Marilyn B. Bellock - Alternate. Term to begin July 31, 2018 and expire July 31, 2019. [Deferred from the July 23, 2018 Parish Council Meeting]

Legislative History

6/18/18	Parish Council	Vacancy Announced
7/9/18	Parish Council	Deferred
7/9/18	Parish Council	Deferred
7/23/18	Parish Council	Deferred

2018-0170

Council Alternate Appointment to the River Region Caucus

Council Chairman will accept nominations to fill the vacancy caused by the expiration of the term of Councilman Paul J. Hogan, PE - Alternate. Term to begin July 31, 2018 and expire July 31, 2019. [Deferred from the July 23, 2018 Parish Council Meeting]

Legislative History

6/18/18 Parish Council Vacancy Announced

7/9/18	Parish Council	Deferred
7/9/18	Parish Council	Deferred
7/23/18	Parish Council	Deferred

39 2018-0184

A resolution to appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish Council.

Council will confirm nomination to fill the vacancy created by the expiration of the term of Mr. Thomas Barreca, Jr. Four (4) year term to begin August 19, 2018 and expire August 19, 2022.

Nominee: Mr. Thomas Barreca, Jr.

Parish Council

Legislative History

8/4/14 Parish Council **Enacted Legislation** Mr. Thomas Barreca, Jr. appointed to the St. Charles Parish Communications District on August 4, 2014, per Resoluiton No. 6094 Term: August 19, 2014 - August 19, 2018 Parish Council 7/9/18 Vacancy Announced Parish Council 7/23/18 Nomination(s) Accepted Nominee: Councilwoman Fisher-Perrier nominated Mr. Thomas Barreca, Jr. 7/23/18 Parish Council Close Nomination(s) for

43 2018-0201

A resolution to appoint a member to the River Parishes Transit Authority.

Nomination(s) Closed

Close Nomination(s) for

Council will confirm nomination to fill the vacancy created by the unexpired term for the late Mr. Brent Petit. (1 member appointed by the Parish Council and chosen from a list of 2 nominees: 1 submitted by the River Region Chamber of Commerce, and 1 submitted by the AFL-CIO). Term is concurrent with the Governing Authority (1/11/2016 – 1/12/2020). Term to begin immediately and expire January 12, 2020.

Nominee: Mr. John Dias

Legislative History

7/23/18

7/23/18

3/7/16	Parish Council Mr. Brent Petit appointed to the 7, 2016, per Resolution No. 62 Term: January 11, 2016 - Janu		
12/27/17	Board Member	Deceased	
	On December 27, 2017, Brent	Petit passed away.	
7/1/18	Parish Council	Correspondence Received	
	from Chassity McComack, Executive Director, River Region Chamber of Commerce, submitting name for confirmation for the River Parishes Transit Authority: John Dias		
7/5/18	Parish Council	Correspondence Received	
	from Louis Reine, President, Louisiana AFL-CIO, submitting name for confirmation for the River Parishes Transit Authority: Steve Hernandez		
7/23/18	Parish Council Nominee:	Nomination(s) Accepted	
	Councilwoman Fisher-Perrie	r nominated Mr. John Dias	

Parish Council

7/23/18

Parish Council

Nomination(s) Closed

44 <u>2018-0205</u>

A resolution to appoint a member to the St. Charles Parish Communications District representing Emergency Medical Services as requested by St. Charles Parish Hospital Service District No. 1 Board of Commissioners.

Council will confirm nomination of Chief Sergio Morales by the St. Charles Parish Hospital Service District No. 1 Board of Commissioners representing Emergency Medical Services to the St. Charles Parish Communications District. Four (4) year term to begin August 19, 2018 and expire August 19, 2022.

Legislative History

5/17/18

Council Secretary

Correspondence Sent

to the Chairman of the Hospital Service District requesting to submit in writing the name of the person they would like to appoint or reappoint to the St. Charles Parish Communications District due to the term of Ms. Deana Tarullo expiring on August 19, 2018. (After the letter was forwarded in reference to the term of Ms. Deana Tarullo expiring on August 19, 2018, the Parish was informed that Ms. Tarullo is no longer an active member of the agency represented; Chief Sergio Morales was confirmed by the Council on June 18, 2018 per Resolution No. 6352 to fulfill the unexpired term of Ms. Tarullo - June 18, 2018 - August 19, 2018).

6/18/18

Parish Council

Enacted Legislation

Chief Sergio Morales appointed to the St. Charles Parish Communications District as the Emergency Medical Services Representative on June 18, 2018, per Resolution No. 6352

Term: June 18, 2018 - August 19, 2018

7/30/18

Parish Council

Correspondence Received

from Chief Executive Officer/Secretary Austin K. Reeder advising that Chief Sergio Morales will be representing the Emergency Medical Services on

the 911 Communications District

46 2018-0206

A resolution to appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish President's Office.

Council will confirm nomination of Mr. Craig Petit by the Parish President to the St. Charles Parish Communications District. Four (4) year term to begin August 19, 2018 and expire August 19, 2022.

Legislative History

12/12/16

Parish Council

Enacted Legislation

Mr. Craig Petit appointed to the St. Charles Parish Communications
District as the Parish President's Representative on December 12, 2016,

per Resolution No. 6258

Term: December 12, 2016 - August 19, 2018

5/17/18

Council Secretary

Correspondence Sent

to Parish President Larry Cochran requesting that he submit in writing the name of the person he would like to appoint or reappoint to the St. Charles Parish Communications District due to the term of Mr. Craig Petit expiring

5/21/18

Parish Council

Correspondence Received

from President Larry Cochran advising that Mr. Craig Petit will be

representing the Parish President's Office

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.

MEETINGS

COMMUNITY ACTION ADVISORY BOARD: Wednesday, 8/8/18, 7PM, Council

Chambers

ST. CHARLES PARISH COMMUNICATIONS DISTRICT: Monday, 8/13/18, 5PM,

Council Chambers

ZONING BOARD OF ADJUSTMENT: Thursday, 8/16/18, 7PM, Council Chambers PONTCHARTRAIN LEVEE DISTRICT: Monday, 8/20/18, 6PM, Pontchartrain Levee

District Headquarters Complex, 2069 Railroad Avenue, Lutcher

ST. CHARLES PARISH COUNCIL: Monday, 8/20/18, 6PM, Council Chambers

ANNOUNCEMENTS

Board of Review: Parish Council will be sitting as a Board of Review September 7 – September 21, 2018

2018 Assessment List

Written or Oral Protests must be received by the Parish Council Office by September

10. 2018 - 4:00 pm

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2018-0207 Executive Session: Courthouse Building

Sponsors:

Mr. Cochran

2018-0034

Executive Session: Council Personnel

Sponsors:

Ms. Benedetto, Mr. Hogan, Mr. Wilson, Ms. Clulee, Mr. Gibbs, Mr. Woodruff, Ms.

Bellock, Ms. Fletcher and Ms. Fisher-Perrier

Legislative History

2/9/18	Parish Council	to go into Executive Session
2/9/18	Parish Council	Motion
2/9/18	Parish Council	Motion Carried
2/9/18	Parish Council	Heard in Executive Session
2/9/18	Parish Council	to return to the regular order of the agenda
2/9/18	Parish Council	Returned
2/26/18	Parish Council	to go into Executive Session
2/26/18	Parish Council	Heard in Executive Session
2/26/18	Parish Council	to return to the regular order of the agenda
2/26/18	Parish Council	Returned

7/23/18	Parish Council	to go into Executive Session	
	Acting Chairman Benedetto announced that Dayna Parker, Personnel Officer and all Councilmembers will be in Executive Session.		
7/23/18	Parish Council	Heard in Executive Session	
7/23/18	Parish Council	to return to the regular order of the agenda	
7/23/18	Parish Council	Returned	
	Acting Chairman Benedetto explained that Executive Session was regarding File No. 2018-00234 Council Personnel.		

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2018-0203

PROCLAMATION

- **WHEREAS,** children are our future; protecting them from vehicular heatstroke deaths is the responsibility of all community members; and,
- WHEREAS, the National Safety Council released a recent report that says 744 U.S. children died of heatstroke in vehicles between 1998 and 2018. It is hard to overstate the toll this takes on families, but together we can help put an end to this tragedy by taking some important steps; and,
- WHEREAS, "Don't Leave Me Behind" is a vehicular heatstroke prevention partnership between United Way of St. Charles Success by 6, St. Charles Women's Club, St. Charles Parish Sheriff's Office, St. Charles Parish Public Schools, St. Charles Humane Society, and St. Charles Fireman's Association. Information is available through contact with any of these agencies; and,
- WHEREAS, strategies such as getting in the habit of always opening the back door to check the back seat before leaving your vehicle, investing in a car-child-safety mirror, writing a brightly-colored sticky note to put on the dash board of your car (ex. Baby/Pets in Back), can save the life of a child or pet; and,
- WHEREAS, St. Charles Parish is committed to working closely with community advocates to help prevent kids and pets from being left in cars unattended. Our goal is to educate parents and caregivers about vehicular heatstroke in order to prevent tragedies when travelling with kids and pets; no matter how short or long the trip; and,
- WHEREAS, St. Charles Parish encourages all parents, family members, and caregivers, to work together with the agencies promoting the "Don't Leave Me Behind" prevention and awareness program, and to relay the information obtained to friends and coworkers through social media.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM AUGUST 2018 AS

"VEHICULAR HEATSTROKE AWARENESS MONTH"

IN ST. CHARLES PARISH AND URGE ALL CITIZENS TO HELP PREVENT THE TRAGIC LOSS OF LIFE, OF KIDS AND PETS BEING LEFT IN UNATTENDED CARS.

LARRY COCHRAN	WENDY BENEDETTO
PARISH PRESIDENT	COUNCILWOMAN AT LARGE, DIV. A
PAUL J. HOGAN, PE	WILLIAM BILLY WOODRUFF
COUNCILMAN AT LARGE, DIV. B	COUNCILMAN, DISTRICT IV
TERRELL D. WILSON	MARILYN B. BELLOCK
COUNCILMAN, DISTRICT I	COUNCILWOMAN, DISTRICT V
MARY K. CLULEE	TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT II	COUNCILWOMAN, DISTRICT VI
DICK GIBBS	JULIA FISHER-PERRIER
COUNCILMAN, DISTRICT III Vehicular Heatstokd Awareness Month 2018.pci	COUNCILWOMAN, DISTRICT VII

<u> 2018-0200</u>	
	D BY: LARRY COCHRAN, PARISH PRESIDENT
ORDINANCE	An ordinance to approve and authorize the execution of a Lease between St. Charles Parish and The United States of America, Department of Transportation, Federal Aviation Administration, for the Terminal Doppler Weather Radar in Norco.
	the Federal Aviation Administration constructed a Terminal Doppler Weather Radar at the site of the Norco Sewer Treatment Plant in accordance with Ordinance N0. 93-11-7 adopted November 1, 1993 which leased said property to the FAA; and,
	this radar is used to detect hazardous wind shear conditions allowing air Traffic controllers to warn pilots of these conditions and to make needed runway changes at the Louis Armstrong New Orleans International Airport; and,
	the current lease expires on September 30, 2018, and due to the benefits of increased safety to air traffic, it is the desire of the Parish Council to approve the new lease.
THE ST. CHA SECTI	ARLES PARISH COUNCIL HEREBY ORDAINS: ON I. That the Lease between St. Charles Parish and The United States Department of Transportation, Federal Aviation Administration is hereby
SECTI ease on beh	ON II. That the Parish President is hereby authorized to execute said alf of St. Charles Parish. regoing ordinance having been submitted to a vote, the vote thereon was
as follows:	
	e ordinance declared adopted this day of, 2018, ective five (5) days after publication in the Official Journal.
CHAIRMAN:	
SECRETARY:	
DLVD/PARISH PF	RESIDENT:
APPROVED:	DISAPPROVED:
PARISH PRESIDE	ENT:
DETD/SECDETAI	

AT: _____ RECD BY: _____

LEASE

Between

THE UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

and

SAINT CHARLES PARISH

THIS LEASE is hereby entered into by SAINT CHARLES PARISH, whose address is P.O. Box 302, Hahnville, Louisiana 70057, hereinafter referred to as the Lessor and the UNITED STATES OF AMERICA, hereinafter referred to as the Government. This lease shall be effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

WITNESSETH The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES:

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, VIZ:

TERMINAL DOPPLER WEATHER RADAR SITE

All that certain lot or parcel of land lying and being situated in a portion of Lots 8 and 9 of Good Hope Plantation Subdivision, Section 6, Township 12 South, Range 8 East, Saint Charles Parish, Louisiana, more fully described as follows:

Commencing at the Southeast comer of Lot 8 of said subdivision go N 17° 13'17"E, 912.49 feet along the property line common to Lots 8 and 9 to the Point of Beginning. From the Point of Beginning go N 77°55'56"W, 8.96 feet to a point; thence NI2°04'04"E, 150.00 feet to a point; thence S 77°55'56"E, 150.00 feet to a point; thence S 12°04'04" W,

150.00 feet to a point; thence N 77°55'56"W, 141.04 feet back to a Point of Beginning. Said parcel contains 22,500.00 square feet.

ACCESS EASEMENT

All that certain lot or parcel of land lying and being situated in a portion of Lots 8 and 9 of Good Hope Plantation Subdivision, Section 6, Township I 2 South, Range 8 East, St Charles Parish, Louisiana, more fully described as follows:

Commencing at the southeast comer of Lot 8 of said subdivision go NI7 13 '37"E, 871.57 feet along the property line common to Lots 8 and 9 to the POINT OF BEGINNING:

From the point of beginning go N76°45'2 I"W, 177.44 feet to a point on the east edge of an access road: thence along said road NI 8°I7'48"E, 14.05 feet to a point; thence S76°45'2I "E, 244.87 feet to the intersection of a tangent curve; thence in a northeasterly direction along a curve to the left having a radius of 33.00 feet a distance of 47.66 feet to a point having a southerly line of the proposed TDWR parcel, thence S77°55 '56"E, along the southerly line of the TDWR parcel, a distance of I4. 11 feet to the intersection of a non-tangent curve; thence in a southeasterly direction along a curve to the right having a radius of 47 00 feet a distance of 69.95 feet; thence N76°45'21"W, a distance of 68.67 feet back to the point of beginning, said parcel contains 4260.121 square feet.

Said leased site and the access easement being more fully described on survey drawing labeled as Exhibit "A", attached hereto and made a part hereof.

- A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.
- B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.
- C. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or

signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

2. TERM:

To have and to hold, for the term commencing on October 1, 2018, and continuing through September 30, 2028, inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

3. **CONSIDERATION**:

The Government shall pay the Lessor rental for the premises in the amount of \$3000.00 per annum during the lease period. Payments shall be made in arrears on September 30, at the end of each Government fiscal year without the submission of invoices or vouches. The payments shall be directly deposited in accordance with the electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

4. PAYMENT BY ELECTRONIC FUND TRANSFER:

(Oct-06)

(a) Method of payment:

- 1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) or (a)(3) of this clause. As used in this clause, the term "EFT' refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.
- 2. In the event the Government is unable to release one or more payments by EFT, the Lessor agrees to either;

a. Accept payment by check or

- b. Request the Government to extend the payment due date until time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- 3. In the event that the Lessor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.I.A-7, the Government payments will be made by check. A waiver from EFT is permanent, and the Lessor must register for EFT when the circumstances that justified the waiver change.

- (b) Lessor's EFT information: The Government will make payment to the Lessor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Lessor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration-Real Property"). If the Lessor is granted an exemption from CCR, the Lessor will follow the requirements of alternate clause "Contractor Payment Information -Non- CCR".
- (c) Mechanisms for EFT Payment: The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- (d) Suspension of Payment: If the Lessor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Lessor under this contract until correct EFT information in entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will to be deemed not a proper invoice for the purpose of prompt payment under this contact. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for incomplete or erroneous transfers:
 - 1. If an incomplete or erroneous transfer occurs because the Government used the Lessor's EFT information incorrectly, the Government remains responsible for:
 - (i) Making a correct payment;
 - (ii) Paying any late payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
 - 2. If an incomplete or erroneous transfer occurs because the Lessor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Lessor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government will make payments under the provisions of paragraph (d) "Suspension of Payment".

- (f) EFT and payment terms: A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specific payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims: If the Lessor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Lessor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Lessor. EFT information that shows the ultimate recipient of the transfer to be other than the Lessor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.
- (h) EFT and change of Name or Ownership Changes: If the Lessor transfers ownership of the property under lease or changes its business name, it will follow the requirement of section (g) of clause, "Central Contractor Registration -Real Property".
- (i) Liability for change of EFT information by financial agent: The Government is not liable for errors resulting from changes to EFT information made by the Lessor's financial agent.
- (j) Payment information: The accounting office will forward to the Lessor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Lessor to designate a desired format and methods(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Lessor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the Internet by logging onto the website:

 https://fmsapps_treas.gov/paid/. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

5. CONTRACTOR PAYMENT INFORMATION-NON CCR:

(Oct-06)

The Central Contractor Registration system is the FAA's required method to receive vendor information. However, Lessor has been granted an exception to CCR and therefore must

provide initial payment information and any future changes to payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

The Lessor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the Lessor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph (d), "Suspension of Payment" of clause "Electronic Fund Transfer (EFT) Payment."

6. INTEREST FOR LATE PAYMENTS:

(Oct-06)

An interest penalty will be paid by the Government, if payment is not made within 30 days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid in arrears and will be due on September 30, at the end of each Government fiscal year.

The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the <u>Federal Register</u> semiannually on or about January 1 and July 1. Interest penalties of less than \$1.00 shall not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporally withheld or retained in accordance with the terms of the contract.

7. CANCELLATION:

The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail, return receipt requested and mailed at least 30 days before the effective termination date.

8. NON-RESTORATION:

It is hereby agreed between the parties, that upon termination of its occupancy, (due to termination or expiration of the lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor. Notice of abandonment will be conveyed by the Government to the Lessor in writing.

9. CONTRACT DISPUTIES:

All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes shall be in writing and shall be filed at the following address: Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 800 Independence Ave., S.W., Room 323, Washington, DC 20591. Telephone: (202) 267-3290, Facsimile: (202) 267-3720;

A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. The full text can be found via Internet at Contract Dispute Full Clause.

10. OFFICIALS NOT TO BENEFIT:

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

11. COVENANT AGAINST CONTINGENT FEES:

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this lease upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or, in its discretion, to deduct from the lease consideration, or otherwise recover the full amount of the contingent fee.

12. QUIET ENJOYMENT:

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

13. HOLDOVER:

If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee or vacated the leased premises.

14. ANTI-KICKBACK:

The Anti-Kickback Act of 1986 (41 U.S.C. et seq.) prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the lease price charged by a Lessor to the United States or in the lease price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

15. ASSIGNMENT OF CLAIMS:

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. 3727, the Lessor may assign their rights to be paid under this lease.

16. NOTIFICATION OF CHANGE OF LAND TITLE:

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall

immediately notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights." Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

17. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT:

The FAA agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the FAA will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the RECO, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

18. EXAMINATION OF RECORDS:

The Comptroller General of the United States, the Administrator of the FAA or a duly authorized representative of either shall, until three years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

19. LEASE SUCCESSION:

This lease succeeds Lease DTFA07-94-L-01043 and all other previous agreements between the parties for the leased property described m this document.

20. FOLIAGE REMOVAL:

The Government shall have the right to remove any foliage on the leased premises that would impair the operation of the Terminal Doppler Weather Radar (TDWR).

ZI. INOTICES.	21.	NOTICES:
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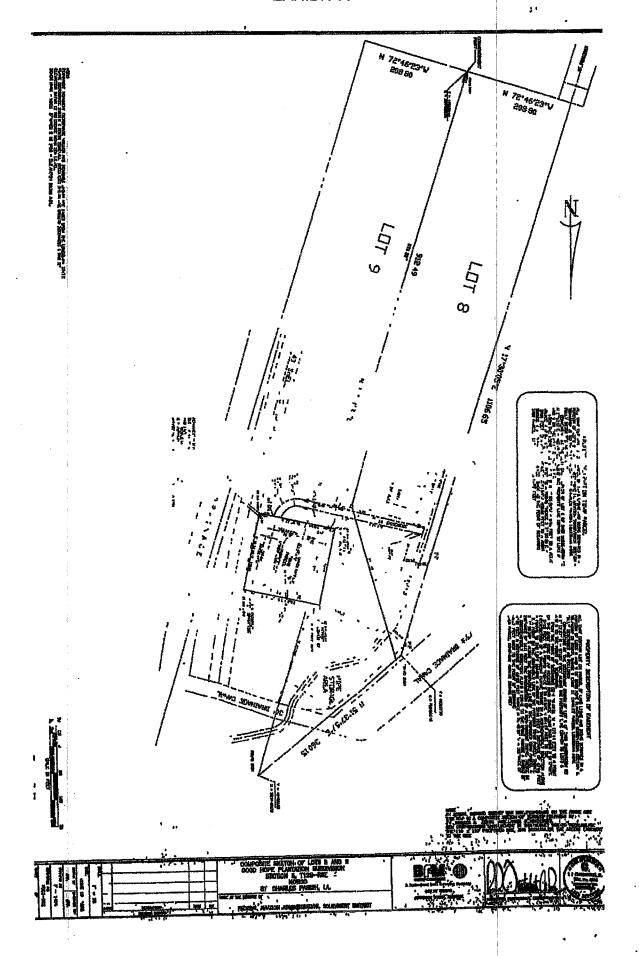
TITLE: _

	· ·
21. <u>NOTICES</u> :	
All notices/correspondenc follows:	e shall be in writing, reference the lease number, and be addressed as
TO LESSOR:	Mr. Billy Raymond, Chief Administrative Officer St. Charles Parish, Louisiana P.O. Box 302 Hahnville, LA 70057
TO GOVERNMENT:	Department of Transportation Federal Aviation Administration Real Estate and Utilities Group, ASW-53 Fort Worth, TX 76193
IN WITNESS WHEREOF	, the parties have signed their names:
ST. CHARLES PARISH	
BY:Larry Cochran	DATE:
Parish President	
THE UNITED STATES O	F AMERICA
BY:	DATE:

CORPORATE CERTIFICATE

Ι,			certify	that	I	am	the
	of	the Corporation	on named in	the fore	going	agreement,	that
		_, who signed :	said agreeme	nt on beh	alf of s	said corpora	tion,
was then		ther	reof, that said	agreeme	nt was	s duly signe	d for
and in behalf of said co	rporation by a	uthority of its g	governing boo	ly, and is	withir	n the scope o	of its
corporate powers.							
Dated this	day of		, in the y	⁄ear <u>2018</u> .			
		Signed	by:				

CORPORATE SEAL



2018-0202

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

ORDINANCE NO.

An ordinance to amend the 2018 Consolidated Operating and Capital Budget, Amendment No. 5, to add revenues totaling \$25,427,801 and expenditures \$26,946,176 for the Roads and Drainage Fund - Fund 112, Parish Transportation Fund 102, Flood Protection Fund 123, and Capital Projects Fund 310 (West Bank Hurricane Protection Levee) for construction. architectural/engineering, and other fees unexpended in 2017 for various parish projects that were not completed during 2017.

WHEREAS, the 2018 St. Charles Parish Consolidated Operating and Capital Budget was adopted October 30, 2017 by Ordinance No.17-10-10 and amended January 8, 2018 by Ordinance No. 18-1-4; January 22, 2018 by OrdinanceNo. 18-1-12; February 9, 2018 by Executive Order No. 2018-01; February 26, 2018 by Ordinance No. 18-2-3; March 14, 2018 by Executive Order No. 2018-02; March 27, 2018 by Executive Order No. 2018-03; March 28, 2018 by Executive Order No. 2018-04; May 7, 2018

by Ordinance No. 18-5-4; and,

WHEREAS, the Parish Council has taken under consideration the study of Amendment No. 5 to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2018 to add from the 2017 Unexpended Fund Balance, including grant revenues totaling \$1,482,461, for construction, architectural/engineering and other fees for: Fund 112 – Roads and Drainage – Drainage, Account No. 112-420260, in \$15,620,250; Fund 112 – Roads and Drainage – Paved No.112-420210 in the amount of \$2,288,956; Fund 112 – Roads and Drainage – Sidewalks, Account No. 112-420230 in the amount of \$1,729,419, Fund 102 Parish Transportation in the amount of \$570,000; Fund 123 – Flood Protection Fund – grant revenues totaling \$23,945,340 and capital expenditures of \$1,313,53; and Fund 310 – West Bank Hurricane Protection Levee for capital expenditures totaling \$5,399,020, all of which are for the projects as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2018 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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

	was declared adopted this) days after publication in the		
CHAIRMAN:		'I 	
SECRETARY:		i i	
DLVD/PARISH PRESIDENT:		.!	
APPROVED:DIS	APPROVED:		
		j J	
PARISH PRESIDENT:			
RETD/SECRETARY:			
AT:RECD BY:		" 	

ST. CHARLES PARISH

GOVERNMENTAL FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2018

	2016			2017	17			2018	8
	Daios	- C	I not A doubled	Actual	Estimated Pemeining for	Projected	% Change	Deconoced	% Change
Description	Actual	Ongmai Budget	Last Aubpreu Budget	(as of June 30th)	remaining ioi Year	Year End	Projected Actual	Budget	vs Proposed
REVENUES:									
Taxes:							/000 0	000 002 70 \$	7001 0
Ad valorem taxes	\$ 40,993,323	3, 24,460,000	200,000	12 057 202	10,001	\$ 23,593,904	2007		75.70%
Sales taxes	1 616 245	1,630,911	1 525 000	009,16,71	1322074	1,505,522	0.53%	1516,011	700.0
Other taxes	1,010,240	1,556,000	1,330,000	076,507	1,522,074	1,326,000	0.2670	1,510,000	1,000,
Licenses and permits	1,348,498	1,313,250	1,313,250	1,245,258	77,842	1,323,100	0.75%	1,308,750	-1.08%
Intergovernmental revenues	15,612,251	6,059,651	21,617,066	3,377,245	31,460,079	34,837,324	61.16%	22,077,369	-36.63%
Fees, charges, and commissions	1,294,651	1,029,900	1,029,900	728,750	492,737	1,221,487	18.60%	1,181,100	-3.31%
Fines and forfeitures	897,507	922,250	922,250	514,423	665,884	1,180,307	27.98%	1,168,310	-1.02%
Investment earnings	661,440	410,310	410,310	316,612	548,573	865,185	110.86%	904,570	4.55%
Miscellaneous	1,067,070	685,550	685,550	452,724	402,135	854,859	24.70%	3,186,919	272.80%
Total Revenues	77,697,267	66,273,822	81,831,237	45,162,487	54,009,061	99,171,548		89,447,009	
EVBENINTHIBES.									
DATE ENDIA ONES.	217 177 70	23 140 473	22 140 473	12 7/7 120	16 555 515	777 602 02	8 500/	37 737 860	12 08%
Fersonal Services	27,101,113	13,149,47,	12,149,473	13,747,129	10,222,242	12,450,070	1 579/	14 175 403	12.78/0
Operating Services	001,787,100	13,708,401	13,073,401	4,050,414	9,070,004	13,439,070	0//01-	14,123,493	4.95%
Materials & Supplies	3,909,452	5,292,917	5,292,917	2,044,830	3,098,898	5,143,728	-7.87%	5,278,970	2.63%
Other Charges	(190,578)	810,920	810,920	237,056	546,364	783,420	-3.39%	809,520	3.33%
Debt Service	3,193,699	1,752,837	1,752,837	1,616,729	503,135	2,119,864	20.94%	2,577,794	21.60%
Capital Outlay	26,838,125	25,343,088	59,602,095	9,582,389	26,529,094	36,111,483	-39.41%	65,990,270	82.74%
Intergovernmental	4,354,345	4,756,722	5,552,722	1,883,093	3,310,743	5,193,836	-6.46%	8,216,870	58.20%
TRANSFERS									
Total Expenditures	76,863,862	84,814,358	119,834,365	33,741,640	59,372,443	93,114,083		131,233,786	
EXCESS (DEFICIENCY) OF REVENUES						,			
OVER EXPENDITURES	833,405	(18,540,536)	(38,003,128)	11,420,847	(5,363,382)	6,057,465		(41,786,777)	
OTHER FINANCING-SOURCES (USES):								The second secon	and the same of th
Transfer in	1,578,629	2,378,208	17,924,537	51,496	8,908,175	8,959,671	-50.01%	19,116,246	113.36%
Transfer out	(6,519,369)	(3,764,733)	(3,764,733)	(1,240,288)	(17,044,951)	(18,285,239)	385.70%	(4,949,337)	-72.93%
Proceeds from the sale of assets	48,777	1,000	1,000	7,384	5,322	12,706	1170.60%	1,000	-92.13%
Total Other Financing Sources	(4,891,963)	(1,385,525)	14,160,804	(1,181,408)	(8,131,454)	(9,312,862)	•	14,167,909	
Net change in Fund Balance	(4,058,558)	(19,926,061)	(23,842,324)	10,239,439	(13,494,836)	(3,255,397)		(27,618,868)	
Fund Balance -Beginning	85,629,825	42,244,515	58,247,742			81,571,267		78,315,870	
Dan J Delement Dading	771 271 367	C 22 318 454	e 34 405 418			6 78 215 870		200 200 05 3	
rund balance - Ending	\$ 01,371,401	Н	34,403,410			0/0/212,0/0		200,150,0C &	1
									6

ST. CHARLES PARISH 2018 CONSOLIDATED OPERATING AND CAPITAL BUDGET

July 9, 2018 REVISION SCHEDULE SUMMARY CONSOLIDATED BUDGET SUMMARY

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
	BOMMART	BOWINAKI	SUMMAKI
BEGINNING FUND BALANCE	65,212,011	13,103,859	78,315,870
REVENUE	83,136,454	25,427,801	108,564,255
TOTAL MEANS OF FINANCING	148,348,465	38,531,660	186,880,125
		'4	
EXPENDITURES:		1	
PERSONAL SERVICES	34,234,869	-	34,234,869
OPERATING SERVICES	14,125,493	-	14,125,493
MATERIALS & SUPPLIES	5,253,970	25,000	5,278,970
OTHER CHARGES	809,520	•	809,520
DEBT SERVICE	2,577,794	- - !	2,577,794
CAPITAL OUTLAY	39,069,094	26,921,176	65,990,270
INTERGOVERNMENTAL	8,216,870	-	8,216,870
TRANSFERS	4,949,337	- <u>-</u> -	4,949,337
TOTAL EXPENDITURES	109,236,947	26,946,176	136,183,123
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	39,111,518	11,585,484	50,697,002

Prepared: 6/27/2018 Finance Dept.

ST. CHARLES PARISH 2018 CONSOLIDATED OPERATING AND CAPITAL BUDGET July 9, 2018 REVISION SCHEDULE SUMMARY

SPECIAL REVENUE FUNDS

		PRESENT		REVISED
		BUDGET	REVISION	BUDGET
		SUMMARY	SUMMARY	SUMMARY
BEGINNING FUND BALA	ANCE	31,243,253	7,682,189	38,925,442
REVENUES		52,334,536	25,427,801	77,762,337
TOTAL MEANS OF FINA	NCING	83,577,789	33,109,990	116,687,779
:				
EXPENDITURES:			1	
PERSONAL SERVICES		18,107,336	-	18,107,336
OPERATING SERVICES		6,895,799		6,895,799
MATERIALS & SUPPLIES		3,970,860	25,000	3,995,860
OTHER CHARGES		142,980	i. 	142,980
CAPITAL OUTLAY		29,373,166	21,522,156	50,895,322
INTERGOVERNMENTAL		5,489,226	'. :	5,489,226
TRANSFERS		2,730,836	<u> </u>	2,730,836
TOTAL EXPENDITURES		66,710,203	21,547,156	88,257,359
EXCESS (DEFICIENCY)	OF		. 1	
REVENUES OVER EXPE		16,867,586	11,562,834	28,430,420

Prepared; 6/27/2018 Finance Dept

ST. CHARLES PARISH 2018 CONSOLIDATED OPERATING AND CAPITAL BUDGET

July 9, 2018

REVISION SCHEDULE SUMMARY PARISH TRANSPORTATION FUND

	PRESENT	1	REVISED
	BUDGET	REVISION	BUDGET
Description	SUMMARY	SUMMARY	SUMMARY
FUND BALANCE	438,262	570,000	1,008,262
REVENUES:		I	1
Parish Road Funds	500,000	i - i	500,000
Interest Earnings	4,000	<u>-</u> :	4,000
TOTAL REVENUES	504,000	!	504,000
TOTAL MEANS OF FINANCING	942,262	570,000	1,512,262
EXPENDITURES:			
CAPITAL OUTLAY:			;
Paved Sts - Imp other than Buildings	500,000	500,000	1,000,000
Paved Sts - Architectural/Engineering	•	45,000	45,000
Paved Sts - Other Fees		25,000	25,000
TOTAL CAPITAL OUTLAY	500,000	570,000	1,070,000
TOTAL EXPENDITURES	500,000	570,000	1,070,000
EXCESS (DEFICIENCY) OF CURRENT			1
REVENUES OVER EXPENDITURES	4,000	(570,000)	(566,000)
EXCESS (DEFICIENCY) OF MEANS OF			
FINANCING OVER EXPENDITURES	442,262	<u> </u>	442,262

PARISH TRANSPORTATION FUND

FUND NUMBER: 102-420210

NARRATIVE EXPLANATION OF CAPITAL OUTLAY

CAPITAL OUTLAY:	A	MOUNT	DETAILED DESCRIPTION	Sub-total
Improvements other than Buildings	\$	1,000,000	2018 Road Maintenance 2017 Road Maintenance	500,000 500,000
Architectural/Engineering Fees	\$	45,000	Road Manuals	45,000
Other Fees	\$	25,000	Testing Road Maintenance Program	25,000

Grand Total Requested:

\$ 1,070,000

Prepared: 6/27/2018 Finance Dept.

ST. CHARLES PARISH 2018 CONSOLIDATED OPERATING AND CAPITAL BUDGET

July 9, 2018

REVISION SCHEDULE SUMMARY ROADS & DRAINAGE

	PRESENT BUDGET	REVISION	REVISED BUDGET
Description	SUMMARY	SUMMARY	SUMMARY
FUND BALANCE	14,176,162	16,146,612	30,322,774
REVENUES:		; ;	:
Ad Valorem Taxes	7,190,000	- '	7,190,000
General Sales Tax - 1%	17,867,000	- 1	17,867,000
Hazard Mitigation Grant	-	508,661	508,661
Federal Highway Admin	2,083,000	973,800	3,056,800
Conservation of Natural Resources	944,485	- :	944,485
Flood Control Act	4,948	,	4,948
Dept. of Transportation Grant	2,772,900	- (2,772,900
State Payment in Lieu of Taxes	45,000	- .	45,000
Zoning & Subdivision Fees Culvert Fees	18,000	-	18,000
Miscellaneous Fees	27,000	• ''	27,000
Local Corporate Grant	38,000	- :	38,000
Interest Earnings	2,000,000		2,000,000
Royalties	325,000		325,000
TOTAL REVENUES	7,000 33,322,333	1,482,461	7,000
TO THE REVERSES	33,344,333	1,482,401	34,804,794
TOTAL MEANS OF FINANCING	47,498,495	17,629,073	65,127,568
EXPENDITURES:			•
PERSONAL SERVICES	14,406,351		14,406,351
OPERATING SERVICES	3,076,035	-	3,076,035
MATERIALS & SUPPLIES	3,411,060	25,000	3,436,060
OTHER CHARGES	57,750	•	57,750
CAPITAL OUTLAY	16,259,606	19,638,625	35,898,231
INTERGOVERNMENTAL	1,001,026	-	1,001,026
TRANSFERS	350,000	<u> </u>	350,000
TOTAL EXPENDITURES	38,561,828	19,663,625	58,225,453
EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES	(5,239,495)	(18,181,164)	(23,420,659)
EXCESS (DEFICIENCY) OF MEANS OF FINANCING OVER EXPENDITURES	8,936,667	(2,034,552)	6,902,115

FLOOD CONTROL FLOOD CONTROL ACCOUNT NUMBER: 112-410740

Description EXPENDITURES:	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
OPERATING SERVICES	55	:	55
MATERIALS & SUPPLIES	1,600	· - ,	1,600
TOTAL EXPENDITURES	1,655	-	1,655

ROAD & DRAINAGE

PAVED STREETS

ACCOUNT NUMBER: 112-420210

	PRESENT	•	REVISED
	BUDGET	REVISION	BUDGET
Description	SUMMARY	SUMMARY	SUMMARY
EXPENDITURES:			DOM: HELL
PERSONAL SERVICES	5,254,501	= 1	5,254,501
ODED AMINO CREATAGE		I .	
OPERATING SERVICES	726,935	- '	726,935
MATERIALS & SUPPLIES	1,164,250	- ;	1,164,250
			, , ,
OTHER CHARGES	13,750	- .	13,750
CAPITAL OUTLAY:			
Paved Sts - Imp other than Buildings	2,240,770	2,017,991	4,258,761
Paved Sts - Acquisition of Vehicles	120,000	-	120,000
Paved Sts - Heavy Movable Equipment	996,000	_ 1	996,000
Paved Sts - Office Equipment	41,500	- 1	41,500
Paved Sts - Major Repairs	120,000	- ;	120,000
Paved Sts - Architectural/Engineering	213,855	228,707	442,562
Paved Sts - Other Fees	76,920	42,258	119,178
TOTAL CAPITAL OUTLAY	3,809,045	2,288,956	6,098,001
INTERGOVERNMENTAL	372,013		372,013
	,		2.2,0.20
TRANSFERS	350,000	<u>.</u>	350,000
		1 1	
TOTAL EXPENDITURES	11,690,494	2,288,956	13,979,450

ROAD & DRAINAGE

SIDEWALKS & CROSSWALKS ACCOUNT NUMBER: 112-420230

	PRESENT		REVISED
	BUDGET	REVISION	BUDGET
Description	SUMMARY	SUMMARY	SUMMARY
EXPENDITURES:			
CAPITAL OUTLAY:			
Sidewalks - Imp other than Buildings	3,239,584	1,494,219	4,733,803
Sidewalks - Architectural/Engineering	607,530	185,000	792,530
Sidewalks - Other Fees	52,050	50,200	102,250
TOTAL CAPITAL OUTLAY	3,899,164	1,729,419	5,628,583
TOTAL EXPENDITURES	3,899,164	1,729,419	5,628,583

Prepared: 6/27/2018 Finance Dept.

ROAD & DRAINAGE SIDEWALKS & CROSSWALKS FUND NUMBER: 112-430230

NARRATIVE EXPLANATION OF CAPITAL OUTLAY

CAPITAL OUTLAY:	A	MOUNT	DETAILED DESCRIPTION	 Sub-total
Improvements other than Buildings	\$	4,733,803	Eastbank Bicycle & Pedestrian Path (Phase VI) Westbank Bicycle & Pedestrian Path (Phase IV & V) Paul Maillard Revitalization (LA52) Phase I	\$ 1,494,219 2,602,405 637,179
Architectural/Engineering Fees	\$	792,530	Multi-Phase Project Design Engineering -7% Cons	\$ 792,530
Other Fees	\$	102,250	Geotechnical 1% Inspection 3.5% Land (Acquisitions, Permitting, Surveying, Mitigation) 1.5% Testing (Vibration Monitoring, Compaction, Soil etc.)	6,250 74,500 9,000 12,500
Grand Total Requested:	\$	5,628,583		

ROAD & DRAINAGE

DRAINAGE ACCOUNT NUMBER: 112-420260

	PRESENT		REVISED
	BUDGET	REVISION	BUDGET
Description	SUMMARY	SUMMARY	SUMMARY
EXPENDITURES:			DOMINITE()
		:	
PERSONAL SERVICES	9,151,850		9,151,850
		1	, ,
OPERATING SERVICES	2,349,045	-	2,349,045
MATERIALS & SUPPLIES:			
Drainage - Office & Communications Equip.	76,700	25.000	101 700
Drainage - Office Supplies		25,000	101,700
Drainage - Medical Supplies	20,000	-	20,000
Drainage - Food & Clothing	3,800	-	3,800
Drainage - Maint of Buildings & Grounds	27,480	-	27,480
Drainage - Waint of Buildings & Grounds Drainage - Vehicle Supplies	116,000	-	116,000
Drainage - Venicle Supplies Drainage - Electrical Components	725,000	-	725,000
	150,000	-	150,000
Drainage - Miscellaneous	325,000	-	325,000
Drainage - Shells/Sand/Dirt/Gravel	150,000		150,000
Drainage - Culverts & Fittings	230,000	- '	230,000
Drainage - Equipment & Vehicle Parts	186,735	-	186,735
Drainage - Asphalt, Concrete	125,500	-	125,500
Drainage - Lab Chemicals & Supplies	500		500
Drainage - Miscellaneous Materials	37,995	-	37,995
Drainage - Tools & Equipment	70,500	•	70,500
TOTAL MATERIALS & SUPPLIES	2,245,210	25,000	2,270,210
OTHER OHADORG			
OTHER CHARGES:	44,000	- '	44,000
CAPITAL OUTLAY:			
Drainage - Acquisition of Land	350,000	1,150,000	1,500,000
Drainage - Acquisition of Buildings	75,000	925,000	1,000,000
Drainage - Improvements other than Bldgs	5,790,897	8,220,292	14,011,189
Drainage - Acquisition of Vehicles	175,000	0,220,292	
Drainage - Heavy Movable Equipment	445,000	70.000	175,000
Drainage - Office Equipment	· ·	70,000	515,000
Drainage - Major Repairs	50,000	-	50,000
Drainage - Architectural/Engineering Fees	800,000	-	800,000
	500,500	3,721,100	4,221,600
Drainage - Other Fees	365,000	1,533,858	1,898,858
TOTAL CAPITAL OUTLAY	8,551,397	15,620,250	24,171,647
INTERGOVERNMENTAL:	629,013	; ~	629,013
TOTAL EXPENDITURES	22,970,515	15,645,250	38,615,765

Prepared: 6/27/2018 Finance Dept.

ROAD & DRAINAGE

DRAINAGE

FUND NUMBER: 112-420260 NARRATIVE EXPLANATION OF CAPITAL OUTLAY

CAPITAL OUTLAY:	 AMOUNT	DETAILED DESCRIPTION		Sub-total
Acquisition of Land	\$ 1,500,000	Drainage Servitude Purchases	\$	175,000
		Eastbank Yard & Office Relocation		500,000
		Hahn St. Land Acquisition		450,000
		Montz Master Drainage Plan -Realign Coulee		150,000
		WBHPL -Sunset Land Acquisition		225,000
Acquisition of Building	\$ 1,000,000	Temperature-Controlled Storage Building for Portable Pumps & Motors Prefab Storm Compliant WB Yard Office -Lease Replacement	\$	500,000 500,000
Improvements other than	\$ 14,011,189	Ama Drainage Improvements	\$	1,100,000
Buildings	, ,	DOTD Compliance Hwy 90 Drainage Repairs (Paradis)	Ψ	500,000
		Dunleith Phase VII		1,500,000
		Dunleith Phase VIII		1,000,000
		Engineer's Canal Pump Station Improvements		
		Hwy 61 Culverts (St. Rose)		500,000
		Mimosa Drainage Improvements		1,800,000
				144,000
		Mimosa Lane Culvert Replacement		341,000
		Montz Drainage Improvements (Grant funding)		2,000,000
		New Sarpy Pump Station Upgrade		50,000
		Norco -Install 3rd pump at West Pine Street		15,000
		Parishwide Culvert Installation (Bayou Gauche, St Gertrude, Hackberry/		350,000
		Kinler, Ormond cross ditches)		4
		Paul Maillard Revitalization (LA 52) Phase I		1,565,897
		PLD/Cross Bayou Cost Share (Escrow)		500,000
		Riverbend Drainage		1,350,000
		Spruce, Acorn & Ash Street -Culvert & ditches dug		50,000
		Schexnadre Pump Station Upgrade		50,000
		St. Rose Drainage Improvements (Oaklawn)		500,000
		Telemetry & Electrical Services Upgrade		195,292
		Westbank Vicinity (Escrow)		500,000
Acquisition of Vehicles	\$ 175,000	Two (2) Ford F-250 Crew cabs to replace: Unit# 112 (2008 Ford F250 Truck with 206,150 miles) Unit# 139 (2008 Ford F250 Truck with 203,000 miles)	\$	80,000
		One (1) Ford Explorer for General Superintendent to replace:		30,000
		Unit# 135 (2000 Ford Explorer with 145,000 miles) One (1) Ford F-350 w/ Utility body to replace:		35,000
		Unit# 181 (2008 Ford F250 Truck with 183,000 miles) One (1) Electrician Vans for new Electricians		30,000
		one (1) Broadenia valis for new Electronia		20,000
Heavy Moveable Equipment	\$ 515,000	Two (2) Bobcat T-220 Skid Loader to replacewith larger machines Unit# 1019 (2003 Bobcat T-200 with 1,129.9 hours) Unit# 1020 (2002 Bobcat)	\$	150,000
		One (1) Kobelco 72' Long-arm Excavator for Sunset Pump Station		145,000
		One (1) Tandem Dump Truck 14yd to replace U# 955		105,000
		One (1) Mack Truck GU173 to replace Unit# 206 (1995 Truck)		115,000
Office Equipment	\$ 50,000	Surveillance System	\$	50,000
Major Repairs	\$ 800,000	24" Pump Overhaul	\$	110,000
	,000	30" Pump Overhaul	Ψ	175,000
		Engine Repairs		125,000
		Gearbox Repair/Replacement		275,000
		Equipment Repairs		115,000
		-1		
Conital Continue 1			CO	NTINUED
Capital Continued:				
Arch/Engineering Fees	\$ 4,221,600	Multi-Phase Project Design Engineering (7% Construction + WBHPL)	\$	4,221,600
		ı	P	repared: 6/27/2013
				Finance Dept

ROAD & DRAINAGE DRAINAGE

FUND NUMBER: 112-420260 NARRATIVE EXPLANATION OF CAPITAL OUTLAY

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Su	Sub-total	
Other Fees	\$ 1,898,	Geotechnical 1% Inspection 3.5% Land (Acquisitions, Permitting, Surveying, Mitigation) 1.5% Permitting Testing (Vibration Monitoring, Compaction, Soil etc.) 2%	\$	214,224 834,851 321,336 75,000 453,447	
Grand Total Requested	\$ 24,171,6	47			

ST. CHARLES PARISH 2018 CONSOLIDATED OPERATING AND CAPITAL BUDGET

July 9, 2018

REVISION SCHEDULE SUMMARY FLOOD PROTECTION FUND

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
FUND BALANCE	12,054,017	(9,034,423)	3,019,594
REVENUES:			
Ad Valorem Tax	4,960,000	-	4,960,000
Hazard Mitigation	-	5,648,301	5,648,301
Dept of Transportation	1,800,000	406,340	2,206,340
Office of Coastal Protection & Restoration	-	1,750,218	1,750,218
Dept of Interior -Gulf of Mexico	3,000	594,152	597,152
Interest Earnings	45,000	-	45,000
Transfer from General Fund	-	15,546,329	15,546,329
TOTAL REVENUES	6,808,000	23,945,340	30,753,340
TOTAL MEANS OF FINANCING	18,862,017	14,910,917	33,772,934
EXPENDITURES:			
CAPITAL OUTLAY:			
Flood Prot Imp other than Buildings	9,106,560	1,274,711	10,381,271
Flood Prot Other Fees	731,000	38,820	769,820
TOTAL CAPITAL OUTLAY	9,837,560	1,313,531	11,151,091
INTERGOVERNMENTAL:			
Flood Prot Retirement Sys Deduction	181,000	-	181,000
Flood Prot Cost of Ad Valorem Tax Collection	2,500	-	2,500
Flood Prot Grants	3,500,000	_	3,500,000
TOTAL INTERGOVERNMENTAL	3,683,500		3,683,500
TRANSFERS:			
Transfer to General Fund -Indirect Cost	20,000	-	20,000
Transfer to WBHPL Bond Sinking	1,097,761	-	1,097,761
TOTAL TRANSFERS	1,117,761		1,117,761
TOTAL EXPENDITURES	14,638,821	1,313,531	15,952,352
EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES	(7,830,821)	22,631,809	14,800,988
EXCESS (DEFICIENCY) OF MEANS OF FINANCING OVER EXPENDITURES	4,223,196	13,597,386	17,820,582

Prepared: 6/27/2018 Finance Dept.

FLOOD PROTECTION FUND

FUND NUMBER: 123-420260

NARRATIVE EXPLANATION OF CAPITAL OUTLAY

CAPITAL OUTLAY:	 AMOUNT	DETAILED DESCRIPTION	 Sub-total
Improvements other than Buildings	\$ 10,381,271	Ellington Pump Station (P080905-5D) Ellington Levee Phase I (P080905-5B)	\$ 9,106,560 1,274,711
Other Fees	\$ 769,820	Geotechnical 1% Inspection 3.5% Land (Acquisitions, Permitting, Surveying, Mitigation) 1.5% Testing (Vibration Monitoring, Compaction, Soil etc) 2%	\$ 92,000 319,000 175,820 183,000

Grand Total Requested:

\$ 11,151,091

ST. CHARLES PARISH 2018 CONSOLIDATED OPERATING AND CAPITAL BUDGET

July 9, 2018 REVISION SCHEDULE SUMMARY CAPITAL PROJECTS FUNDS

	PRESENT		REVISED
	BUDGET	REVISION	BUDGET
	SUMMARY	SUMMARY	SUMMARY
BEGINNING FUND BALANCE	11,343,573	5,421,670	16,765,243
REVENUES	73,730		73,730
TOTAL MEANS OF FINANCING	11,417,303	5,421,670	16,838,973
EXPENDITURES:			
CAPITAL OUTLAY	4,986,000	5,399,020	10,385,020
TRANSFERS	2,500	_	2,500
TOTAL EXPENDITURES	4,988,500	5,399,020	10,387,520
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	6,428,803	22,650	6,451,453

ST. CHARLES PARISH 2018 CONSOLIDATED OPERATING AND CAPITAL BUDGET

July 9, 2018

REVISION SCHEDULE SUMMARY WESTBANK HURRICANE PROTECTION LEVEE FUND

	PRESENT		REVISED
	BUDGET	REVISION	BUDGET
Description	SUMMARY	SUMMARY	SUMMARY
FUND BALANCE	10,382,376	5,421,670	15,804,046
REVENUES:			
Bond Revenue	-	-	-
Interest Earnings	70,000	-	70,000
Premiums on Bond Issuance			
TOTAL REVENUES	70,000	-	70,000
TOTAL MEANS OF FINANCING	10,452,376	5,421,670	15,874,046
EXPENDITURES:			
CAPITAL OUTLAY:			
Drainage - Imp other than Buildings	4,080,000	5,000,000	9,080,000
Drainage - Other Fees	328,000	399,020	727,020
TOTAL CAPITAL OUTLAY	4,408,000	5,399,020	9,807,020
TOTAL EXPENDITURES	4,408,000	5,399,020	9,807,020
DECEMBER OF DESCRIPTION OF GENERAL			
EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES	(4,338,000)	(5,399,020)	(9,737,020)
EXCESS (DEFICIENCY) OF MEANS OF			
FINANCING OVER EXPENDITURES	6,044,376	22,650	6,067,026

WESTBANK HURRICANE PROTECTION LEVEE FUND

FUND NUMBER: 310-420260

NARRATIVE EXPLANATION OF CAPITAL OUTLAY

CAPITAL OUTLAY:	 MOUNT	DETAILED DESCRIPTION	 Sub-total
Improvements other than Buildings	\$ 9,080,000	Magnolia Levee Lift (P080905-6B) Ellington Levee Phase I (P080905-5C)	\$ 4,080,000 5,000,000
Other Fees	\$ 727,020	Geotechnical Work Resident Inspection Land Services Testing (Vibration Monitoring, Compaction, Soil etc) 2%	\$ 140,020 268,000 137,000 182,000

Grand Total Requested:

\$ 9,807,020

INTRODUCED BY:	MENDY BENEDETTO, COUN MARY K. CLULEE, COUNCIL DICK GIBBS, COUNCILMAN, MARILYN B. BELLOCK, COU JULIA FISHER-PERRIER, CO	WOMAN, DISTRICT DISTRICT III INCILWOMAN, DIST	TRICT V
ORDINANCE NO.	An ordinance to approve and a of an Agreement between Ta and St. Charles Parish for representation.	auzin Consultants, L governmental affa	LC airs
includi along priority	n has provided direct representa ing Congress, the Administra with representation before vari projects of St. Charles Parish;	ation and various Fe lous State Governme and,	ederal Agencies, ent Agencies, for
•	e desire of the St. Charles Pa Consultants, LLC.	rish Council to obtai	n the services of
THE ST. CHARLES SECTION I. and St. Charles Par SECTION II. Agreement on beh	S PARISH COUNCIL HEREB' That the Agreement for service is hereby approved and accordant the Parish President is alf of St. Charles Parish. In ordinance having been sure is the parish of the parish	es between Tauzin (cepted. hereby authorized	to execute said
	nance was declared adopted t five (5) days after publication ir		, 2018,
CHAIRMAN:			
SECRETARY:			
DLVD/PARISH PRESIDE	NT:		
APPROVED:	DISAPPROVED:		
PARISH PRESIDENT:			
		!	
AT: RE	ECD BY:		

2018-0193

AGREEMENT

THIS AGREEMENT is executed by and between St. Charles Parish, a government entity in the State of Louisiana, created and existing under the laws of the State of Louisiana, (herein called "St. Charles"), and Tauzin Consultants, LLC, (herein called "Consultant").

In consideration of the mutual promises and covenants set forth herein, St. Charles and the Consultant agree to the following terms:

I. <u>Duties and Responsibilities of Consultant</u>

- (1) St. Charles does hereby retain the services of Consultant and Consultant hereby agrees to provide these services to St. Charles all according to the terms set out in this Agreement. The principal duties of Consultant shall be to provide services as follows: securing state and federal permits (when applicable) and state and federal appropriations for a variety of projects including Hurricane Protection levees, new-age infrastructure with emphasis on effective drainage, wastewater, parks and recreation, community needs such as animal control and various economic stimulus projects.
- (2) In providing the services described herein, Consultant shall be available to St. Charles at times mutually agreeable to both parties during the period this Agreement is in effect.

II. Terms of the Agreement

- (1) This Agreement shall be effective for a period of one year (12 months) beginning August 1, 2018. The Agreement may be terminated for cause or upon the death or incapacitating disability of Consultant. In the event of termination, any compensation accrued but unpaid at the time of the termination shall be paid to the Consultant or his assigns.
- (2) This Agreement further contemplates that Consultant shall, from time to time, be called upon to provide special services for St. Charles over and above those specified herein, but yet undefined, which services shall be referred to as "special other services or projects," the details of which shall be set forth in a separate written supplement to this Agreement at the time any "special project" is assigned by St. Charles to Consultant.

(3) This Agreement may be terminated by either party without cause upon 30 days written notice.

III. Compensation

- (1) Beginning August 1, 2018, St. Charles agrees to pay Consultant a fee of Sixty Thousand (\$60,000.00) dollars per annum for the period this contract is in effect to carry out the terms and conditions of this Agreement for "state" services. The fee shall be paid monthly at the rate of Five Thousand (\$5,000.00) dollars per month for services enumerated on a request for payment form approved by St. Charles.
- (2) Additionally, St. Charles agrees to pay Consultant a fee of One Hundred and Twenty Thousand (\$120,000.00) dollars per annum for the period this contract is in effect to carry out the terms and conditions of this Agreement for "federal" services. The fee shall be paid monthly at the rate of Ten Thousand (\$10,000.00) dollars per month enumerated on the request for payment form approved by St. Charles.
- (3) Consultant is an independent contractor and, therefore, shall not be entitled to any employee benefits of St. Charles.
- (4) Payment to the Consultant shall be by check to Consultant (Tax I.D. Number is 27-3153542). Such payment shall discharge St. Charles of any further obligation with regard to the services performed for which payment has been made.

IV. Confidentiality

Consultant acknowledges that in the course of performing assignments for St. Charles, Consultant will be exposed to confidential, proprietary, educational and administrative information of St. Charles. Any confidential information acquired by the Consultant shall not be disclosed by him to others or used for Consultant's own benefit. The obligations of Consultant under this paragraph shall survive termination of the Agreement provided, that Consultant's obligation to keep information which (a) was known to Consultant, as evidenced by his written records, prior to the receipt of authoritative disclosures; or (b) hereinafter becomes generally known to the public through no fault of the Consultant.

This Agreement shall be effective on and after August 1, 2018 and shall terminate on July 31, 2019, unless otherwise extended, re-negotiated or terminated for cause.

IN WITNESS WHEREOF, the duplicate.	ne parties hereto have executed	this Agreement in
Tauzin Consultants, LLC	St. Charles Parish	
BY Printed Name Title	BY Printed Name Title	
DATED	DATED	· · · · · · · · · · · · · · · · · · ·

2018-0208 INTRODUCED BY: RESOLUTION NO.

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B

A resolution requesting that Council Chairman Dick Gibbs, the District III Council representative currently serving as Council Chairman, respond to all requests for communications made to him as Chairman by any and all Councilmembers serving in their elected position doing the people's business, and should Council Chairman Gibbs continue to choose or to find that he is unable to communicate with any councilmembers due to personal issues, personal feelings, or whatever the case may be, that he step down from serving as Council Chairman due to the fact that his lack of or unwillingness to communicate as Council Chairman is detrimental to the Council as a whole and ultimately to the residents of St. Charles Parish which the Council represents.

WHEREAS, Councilman Dick Gibbs represents District III of St. Charles Parish; and,

WHEREAS, Councilman Gibbs currently serves as Chairman of the St. Charles Parish Council; and

WHEREAS, good two-way communication results in a more productive council; and,

WHEREAS, it takes good two-way communication in order to work as a team and to be productive; and,

WHEREAS, the failure to communicate can result in unnecessary conflicts; and,

WHEREAS, failure to communicate can bring added stress to the Council which in turn makes it difficult for the Council to be as productive as it could be; and,

when the lack of communication by the Chairman becomes a personal decision and habitual, it can lead to a drop in confidence in the Chairman by the Council; and

WHEREAS, there is an apparent inability or unwillingness to communicate with all councilmembers by Chairman Gibbs; and,

WHEREAS, there are instances of numerous requests for communication that have been made to Chairman Gibbs, repeatedly by phone, text messages, e-mails, and even by placement of an ad in the official parish journal requesting communication; and,

WHEREAS, the requests for communication have been met with absolute silence from Chairman Gibbs; and,

whereas, unless Chairman Gibbs elects to communicate with all Councilmembers when requests for communications are made, it is the opinion of the Council that Chairman Gibbs should step down from serving as Council Chairman for the benefit of the Council as a whole and for the people of the Parish; and,

whereas, should future requests for communication not result in communication in a timely manner, the Council shall take the appropriate steps needed to remove Councilman Gibbs from serving as Council Chairman and shall put in place a councilmember who has the ability to communicate as needed with all councilmembers.

NOW, THEREFORE BE IT RESOLVED, THAT WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL do hereby request that Council Chairman Dick Gibbs, the District III Council representative currently serving as Council Chairman, respond to all requests for communications made to him as Chairman by any and all Councilmembers serving in their elected position doing the people's business, and should Council Chairman Gibbs continue to choose or to find that he is unable to communicate with any councilmembers due to personal issues, personal feelings, or whatever the case may be, that he step down from serving as Council Chairman due to the fact that his lack of or unwillingness to communicate as Council Chairman is detrimental to the Council as a whole and ultimately to the residents of St. Charles Parish which the Council represents.

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

become eff	d the resolution was declared adopted this fective five (5) days after publication in the N-Chair respond to requests (07-25-18) (I_8-8-18)			, 2018, to
CHAIRMAN:_				
SECRETARY	/: <u> </u>			,
DLVD/PARIS	H PRESIDENT:		:	
APPROVED:	DISAPPROVED:			
PARISH PRE	ESIDENT:			
RETD/SECRE	ETARY:			
AT:	RECD BY:			

2018-0184

RESOLUTION NO
A resolution to appoint a member to the St. Charles
Parish Communications District representing the
St. Charles Parish Council.
WHEREAS, There exists a vacancy on the ST. CHARLES PARISH
COMMUNICATIONS DISTRICT; due to the expiration of the term of
Mr. Thomas Barreca, Jr. on August 19, 2018; and,
WHEREAS, It is the desire of the Parish Council to fill this vacancy; and,
NOW, THEREFORE, BE IT RESOLVED, that
is hereby appointed to the ST CHARLES BARISH COMMUNICATIONS DISTRICT:
is hereby appointed to the ST. CHARLES PARISH COMMUNICATIONS DISTRICT ; and,
BE IT FURTHER RESOLVED that said appointment shall be effective
AUGUST 19, 2018 and shall expire AUGUST 19, 2022.
The foregoing resolution having been submitted to a vote, the vote thereon was
as follows:
And the resolution was declared adopted this day of, 2018,
to become effective five (5) days after publication in the Official Journal.
CHAIRMAN:
SECRETARY:
DLVD/PARISH PRESIDENT:
APPROVED: DISAPPROVED:
PARISH PRESIDENT:
RETD/SECRETARY:
AT: RECD BY:

<u>2018-0201</u>

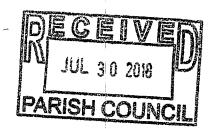
NEOCLO HOI IVO.	1
A resolution to appoint a member to the F	River
Parishes Transit Authority.	
WHEREAS, there exists a vacancy on the RIVER PAR	SHES TRANSIT
AUTHORITY due to the passing of Mr. Brent Petit; and,	
WHEREAS, it is the desire of the Parish Council to fill this vaca	ncy.
NOW, THEREFORE, BE IT RESOLVED, that	
is	hereby appointed
o fill the unexpired term on the RIVER PARISHES TRANSIT AUTHO	RITY.
BE IT FURTHER RESOLVED, that said appointment s	hall be effective
MMEDIATELY and shall expire JANUARY 12, 2020.	
The foregoing resolution having been submitted to a vote, the	vote thereon was
as follows:	
	: :
And the resolution was declared adopted this day of	
to become effective five (5) days after publication in the Official Journal (1906) Transit Authority (unexpired)	31.
	i ·
	i i
CHAIRMAN:	
SECRETARY:	!
DLVD/PARISH PRESIDENT:	!
APPROVED: DISAPPROVED:	1
	1
PARISH PRESIDENT:	1
RETD/SECRETARY:	
AT: RECD BY:	i i
	I.

2018-0205

RESOLUTION NO
A resolution to appoint a member to the St. Charles
Parish Communications District representing Emergency
Medical Services as requested by St. Charles Parish
Hospital Service District No. 1 Board of Commissioners.
WHEREAS, There exists a vacancy on the ST. CHARLES PARISH
COMMUNICATIONS DISTRICT; due to the expiration of the term of
Chief Sergio Morales on August 19, 2018; and,
WHEREAS, It is the desire of the Parish Council to fill this vacancy; and,
NOW, THEREFORE, BE IT RESOLVED, that
is hereby especiated to the CT CHARLES BARIOU COMMUNICATIONS DISTRICT
is hereby appointed to the ST. CHARLES PARISH COMMUNICATIONS DISTRICT ; and,
BE IT FURTHER RESOLVED that said appointment shall be effective
AUGUST 19, 2018 and shall expire AUGUST 19, 2022.
The foregoing resolution having been submitted to a vote, the vote thereon was
as follows:
And the resolution was declared adopted this day of, 2018,
to become effective five (5) days after publication in the Official Journal.
The Control of the Company of the Control of the Co
CHAIRMAN:
SECRETARY:
DLVD/PARISH PRESIDENT:
APPROVED: DISAPPROVED:
PARISH PRESIDENT:
RETD/SECRETARY:
AT: RECD BY:

St. Charles Parish Hospital





July 26, 2018

Attn: Mr. Dick Gibbs 15045 River Road P.O. Box 302 Hahnville, LA 70057

Dear Mr. Gibbs:

RE:

E-911 Communications District

Board of Commissioners

Please be advised that the St. Charles Parish Hospital Service District No. 1 Board of Commissioners has re-appointed Chief Sergio Morales, Director of EMS as the Hospital's Representative on the 911 Board.

Chief Sergio Morales can be reached at email sergio.morales@ochsner.org or via cell # 504-400-8881

Should you require any additional information please feel free to contact me at 985-785-3643.

Sincerely,

Austin K. Reeder

Chief Executive Officer/Secretary

AKR:plm

Cc:

Board of Commissioners

Chief Sergio Morales, Director EMS

<u>2018-0206</u>

RESOLUTION NO
A resolution to appoint a member to the St. Charles
Parish Communications District representing the
St. Charles Parish President's Office.
WHEREAS, There exists a vacancy on the ST. CHARLES PARISH
COMMUNICATIONS DISTRICT; due to the expiration of the term of Mr. Craig Petit on
August 19, 2018; and,
WHEREAS, It is the desire of the Parish Council to fill this vacancy; and,
NOW, THEREFORE, BE IT RESOLVED, that
The state of the s
is hereby appointed to theST. CHARLES PARISH COMMUNICATIONS DISTRICT;
and,
BE IT FURTHER RESOLVED that said appointment shall be effective
AUGUST 19, 2018 and shall expire AUGUST 19, 2022 .
The foregoing resolution having been submitted to a vote, the vote thereon was
as follows:
as follows.
And the receivition was declared adopted this
And the resolution was declared adopted this day of, 2018,
to become effective five (5) days after publication in the Official Journal. APPOINT 911.(Parish President).doc
CHAIRMAN:
SECRETARY:
DLVD/PARISH PRESIDENT:
APPROVED: DISAPPROVED:
PARISH PRESIDENT:
RETD/SECRETARY:
AT: RECD BY:



LARRY COCHRAN
PARISH PRESIDENT

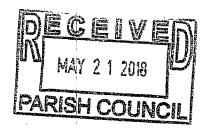
St. Charles Parish

Office Of The Parish President

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057 (985) 783-5000• FAX: (985) 308-1933

Website: www.stcharlesparish-la.gov • lcochran@stcharlesgov.net

May 18, 2018



Councilman Dick Gibbs Council Chairman St Charles Parish Council PO Box 302 Hahnville, LA 70057

Dear Chairman Gibbs:

Please allow this letter to serve as notice of my intent to reappoint Craig Petit to the St. Charles Parish E-911 Communications District Board of Commissioners for the four (4) year term beginning on August 19, 2018 and expiring August 19, 2022.

Sincerety,

Larry Cochran

St Charles Parish President