

St. Charles Parish

Meeting Minutes

Parish Council

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

Final

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

ATTENDANCE

Present 8 - Wendy Benedetto, Paul J. Hogan, Terrell D. Wilson, Mary K. Clulee, John R. 'Dick' Gibbs, William Woodruff, Marilyn B. Bellock, and Julia Fisher-Perrier

Absent 1 - Traci A. Fletcher

Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director Darrin Duhe, Executive Director Dwayne LaGrange, Finance Director Grant Dussom, Public Works/Wastewater Director Clayton Fauchaux, Planning & Zoning Director Michael Albert, Waterworks Director Robbie Brou, General Government Buildings Facilities Manager Bob Messerly, Adrienne Bourgeois, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Tim Buford
First Baptist Church, Luling

APPROVAL OF MINUTES

A motion was made by Councilmember Benedetto, seconded by Councilmember Clulee, to approve the minutes from the regular meeting of July 9, 2018. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Fletcher

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)**1** 2018-0203

Proclamation: "Vehicular Heatstroke Awareness Month"

Sponsors: Ms. Clulee**Read**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**A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Clulee, to deviate from the regular order of the agenda to take up File No. 2018-0034. The motion carried by the following vote:****Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fisher-Perrier**Nay:** 0**Absent:** 1 - Fletcher

Public comment opened; no public comment

Deviated**A motion was made by Councilmember Hogan, seconded by Councilmember Bellock, to go into Executive Session. The motion carried by the following vote:****Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fisher-Perrier**Nay:** 0**Absent:** 1 - Fletcher

Chairman Gibbs announced that all Councilmembers will be in Executive Session and will return shortly.

Heard in Executive Session**A motion was made by Councilmember Hogan, seconded by Councilmember Wilson, to return to the regular order of the agenda. The motion carried by the following vote:****Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fisher-Perrier**Nay:** 0**Absent:** 1 - Fletcher

Chairman Gibbs explained that Executive Session was regarding File No. 2018-0034 Council Personnel.

Returned

2018-0209

Appoint Council Secretary

Sponsors: Mr. Gibbs

Nominees:

Councilman Wilson nominated Candidate No. 1

Councilman Hogan nominated Candidate No. 2

Nomination(s) Accepted

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Hogan, to Close Nomination(s) for File No. 2018-0209. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Fletcher

Nomination(s) Closed

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2018-0204

Department of Waterworks

Waterworks Director Robbie Brou

Councilman Wilson spoke on the matter.

Mr. Brou spoke on the matter.

Councilwoman Clulee spoke on the matter.

Councilman Hogan 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, AUGUST 20, 2018, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2018-0210

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No S080503-4 Upgrades to Anna and Ama Lift Stations to increase the contract amount by \$22,290.74 and increase the number of days by 49.

Sponsors: Mr. Cochran and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 20, 2018

2018-0211

An ordinance to approve and authorize the execution of a professional service multi-phase project contract with T. BAKER SMITH, LLC, for providing all necessary professional surveying and engineering services to repair sinkholes at two locations on Highway 90 (Parish Project Number P180501).

Sponsors: Mr. Cochran and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 20, 2018

2018-0212

An ordinance to approve and authorize the execution of a contract with Pedal Valves, Inc. for AMI Meter Installation (Project No. WWKS 94) in the amount of \$90,000.00.

Sponsors: Mr. Cochran and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on August 20, 2018

2018-0213

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to R-1A(M) on Lot 30A, Square 4, St. Charles Terrace Annex Subdivision (7,800 square feet) as requested by Felicia Jackson on behalf of the property owner Anthony Reynaud.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on August 20, 2018

2018-0214

An ordinance to repeal Ordinance No. 18-5-3 which installed “**ALL-WAY STOP**” signs at the intersections of Asphodel Drive with Bocage Drive and Ashland Drive in Luling.

Sponsors: Mr. Hogan

Publish/Scheduled for Public Hearing to the Parish Council on August 20, 2018

2018-0215

An ordinance to approve and authorize the execution of Amendment No. 3 to Ordinance No. 99-9-25, an Intergovernmental Agreement with St. Charles Parish Law Enforcement District to increase the per day fee for the housing of local prisoners.

Sponsors: Mr. Cochran and Chief Administrative Officer

Publish/Scheduled for Public Hearing to the Parish Council on August 20, 2018

**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

Reported:

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

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Fletcher

Enactment No: 18-8-1

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

Reported:

Finance Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Fletcher

Enactment No: 18-8-2**ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED****17 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

A motion was made by Councilmember Clulee, seconded by Councilmember Woodruff, to remove File No. 2018-0193 from the Table. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Fletcher

Removed from the Table**Reported:**

Councilwoman Benedetto Recommended: Approval

Councilwoman Clulee Recommended: Approval

Councilman Gibbs Recommended: Approval

Councilwoman Bellock Recommended: Approval

Councilwoman Fisher-Perrier Recommended: Approval

Councilwoman Benedetto spoke on the matter.

Public hearing requirements were previously satisfied.

Chairman Gibbs requested that the agreement start date be made retroactive to July 1, 2018.

Amendment: to amend the agreement to make the starting date retroactive to July 1, 2018.

A motion was made by Councilmember Benedetto, seconded by Councilmember Fisher-Perrier, to Amend the proposed agreement. The motion carried by the following vote:

Yea: 7 - Benedetto, Hogan, Clulee, Gibbs, Woodruff, Bellock and Fisher-Perrier

Nay: 1 - Wilson

Absent: 1 - Fletcher

Amended

Council Discussion

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yea: 6 - Benedetto, Clulee, Gibbs, Woodruff, Bellock and Fisher-Perrier

Nay: 2 - Hogan and Wilson

Absent: 1 - Fletcher

Enactment No: 18-8-3

RESOLUTIONS2018-0208

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

Public comment not opened

A motion was made by Councilmember Benedetto, seconded by Councilmember Clulee, to Postpone Indefinitely File No. 2018-0208. The motion carried by the following vote:

Yea: 7 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fisher-Perrier

Nay: 1 - Hogan

Absent: 1 - Fletcher

Postponed Indefinitely

APPOINTMENTS2018-0167

Council appointment to the River Region Caucus

Deferred

2018-0168

Council appointment to the River Region Caucus

Deferred

2018-0169

Council Alternate Appointment to the River Region Caucus

Deferred

2018-0170

Council Alternate Appointment to the River Region Caucus

Deferred

21 2018-0184

A resolution to appoint Mr. Thomas Barreca, Jr., to the St. Charles Parish Communications District representing the St. Charles Parish Council.

VOTE ON THE APPOINTMENT OF MR. THOMAS BARRECA, JR.**Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fisher-Perrier**Nay:** 0**Absent:** 1 - Fletcher

Enactment No: 6360

22 2018-0201

A resolution to appoint Mr. John Dias to the River Parishes Transit Authority.

VOTE ON THE APPOINTMENT OF MR. JOHN DIAS**Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fisher-Perrier**Nay:** 0**Absent:** 1 - Fletcher

Enactment No: 6361

23 2018-0205

A resolution to appoint Chief Sergio Morales 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.

VOTE ON THE APPOINTMENT OF CHIEF SERGIO MORALES

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

Nay: 0

Absent: 1 - Fletcher

Enactment No: 6362

24 2018-0206

A resolution to appoint Mr. Craig Petit to the St. Charles Parish Communications District representing the St. Charles Parish President's Office.

VOTE ON THE APPOINTMENT OF MR. CRAIG PETIT

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

Nay: 0

Absent: 1 - Fletcher

Enactment No: 6363

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL2018-0207

Executive Session: Courthouse Building

Sponsors: Mr. Cochran

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Benedetto, to go into Executive Session. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Fletcher

Chairman Gibbs announced that all Councilmembers, the Parish President, Chief Administrative Officer Billy Raymond, Government Buildings Facilities Manager Bob Messerly, and the Executive Staff will be in Executive Session and will return shortly.

Heard in Executive Session

A motion was made by Councilmember Clulee, seconded by Councilmember Woodruff, to return to the regular order of the agenda. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Fletcher

Chairman Gibbs explained that Executive Session was regarding File No. 2018-0207 Courthouse Building.

Returned

ADJOURNMENT


A motion was made by Councilmember Benedetto, seconded by Councilmember Hogan, to adjourn the meeting at approximately 7:15 pm. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Fletcher

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Valarie Berthelot
Interim Council Secretary

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
PARISH PRESIDENT

WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

DICK GIBBS
COUNCILMAN, DISTRICT III

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

2018-0200

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT

ORDINANCE NO. 18-8-1

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.

WHEREAS, the Federal Aviation Administration constructed a Terminal Doppler Weather Radar at the site of the Norco Sewer Treatment Plant in accordance with Ordinance NO. 93-11-7 adopted November 1, 1993 which leased said property to the FAA; and,

WHEREAS, 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,

WHEREAS, 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. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Lease between St. Charles Parish and The United States of America, Department of Transportation, Federal Aviation Administration is hereby approved and accepted.

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

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

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

And the ordinance declared adopted this 6th day of August, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: August 7, 2018

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: August 8, 2018

AT: 12:55pm RECD BY: UB

INTERIM

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 corner 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 N12°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 12 South, Range 8 East, St Charles Parish, Louisiana, more fully described as follows:

Commencing at the southeast corner of Lot 8 of said subdivision go N17°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°45'21"W, 177.44 feet to a point on the east edge of an access road: thence along said road N18°17'48"E, 14.05 feet to a point; thence S76°45'21"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 14.11 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.IA-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 is 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 contract. 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".

Lease No. DTFASW-08-L-00090
Terminal Doppler Weather Radar (TDWR)
Facility Site and Access Easement
New Orleans, Louisiana

(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

Lease No. DTFASW-08-L-00090
Terminal Doppler Weather Radar (TDWR)
Facility Site and Access Easement
New Orleans, Louisiana

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 Federal Register 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.

Lease No. DTFASW-08-L-00090
Terminal Doppler Weather Radar (TDWR)
Facility Site and Access Easement
New Orleans, Louisiana

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.

Lease No. DTFASW-08-L-00090
Terminal Doppler Weather Radar (TDWR)
Facility Site and Access Easement
New Orleans, Louisiana

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

Lease No. DTFASW-08-L-00090
Terminal Doppler Weather Radar (TDWR)
Facility Site and Access Easement
New Orleans, Louisiana

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 in this document.

Lease No. DTFASW-08-L-00090
Terminal Doppler Weather Radar (TDWR)
Facility Site and Access Easement
New Orleans, Louisiana

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).

21. NOTICES:

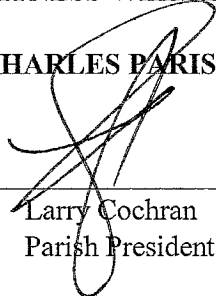
All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

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
 Parish President

DATE: 8/8/18

THE UNITED STATES OF AMERICA

BY: _____

DATE: _____

TITLE: _____

Lease No. DTFASW-08-L-00090
Terminal Doppler Weather Radar (TDWR)
Facility Site and Access Easement
New Orleans, Louisiana

CORPORATE CERTIFICATE

I, Valarie BeAhelet, certify that I am the Interim Council Secretary of the Corporation named in the foregoing agreement, that Larry Cochran, who signed said agreement on behalf of said corporation, was then Parish President thereof, that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Dated this 9th day of August, in the year 2018.

Signed by: Valarie BeAhelet

CORPORATE SEAL

2018-0202

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

ORDINANCE NO. 18-8-2

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.

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 Ordinance No. 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 the amount of \$15,620,250; Fund 112 – Roads and Drainage – Paved Streets, Account 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:

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

NAYS: NONE

ABSENT: FLETCHER

And the ordinance was declared adopted this 6th day of August, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

INTERIM SECRETARY: Valerie Berthelet

DLVD/PARISH PRESIDENT: August 7, 2018

APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: August 8, 2018

AT: 12:55 pm RECD BY: JB

ST. CHARLES PARISH

GOVERNMENTAL FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT

FISCAL YEAR ENDING DECEMBER 31, 2018

Description	2016			2017				2018	
	Prior Year Actual	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted vs Projected Actual	Proposed Budget	% Change Projected Actual vs Proposed
REVENUES:									
Taxes:									
Ad Valorem taxes	\$ 26,995,325	\$ 24,460,000	\$ 24,460,000	\$ 25,363,943	\$ 32,021	\$ 25,395,964	3.83%	\$ 24,690,000	-2.78%
Sales taxes	28,204,280	29,856,911	29,856,911	12,957,606	19,007,716	31,965,322	7.06%	33,413,991	4.53%
Other taxes	1,616,245	1,536,000	1,536,000	205,926	1,322,074	1,528,000	-0.52%	1,516,000	-0.79%
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	
EXPENDITURES:									
Personal Services	27,761,713	33,149,473	33,149,473	13,747,129	16,555,545	30,302,674	-8.59%	34,234,869	12.98%
Operating Services	10,997,106	13,708,401	13,673,401	4,630,414	8,828,664	13,459,078	-1.57%	14,125,493	4.95%
Materials & Supplies	3,909,452	5,292,917	5,292,917	2,044,830	3,098,898	5,143,728	-2.82%	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):									
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	
Fund Balance - Ending	81,571,267	22,318,454	34,405,418			78,315,870		50,697,002	

2018-0193
INTRODUCED BY: WENDY BENEDETTO, COUNCILWOMAN-AT-LARGE, DIVISION A
MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
DICK GIBBS, COUNCILMAN, DISTRICT III
MARILYN B. BELLOCK, COUNCILWOMAN, DISTRICT V
JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII

ORDINANCE NO. 18-8-3
An ordinance to approve and authorize the execution of an Agreement between Tausin Consultants, LLC and St. Charles Parish for governmental affairs representation.

WHEREAS, Tausin has provided direct representation before the Federal Government, including Congress, the Administration and various Federal Agencies, along with representation before various State Government Agencies, for priority projects of St. Charles Parish; and,

WHEREAS, it is the desire of the St. Charles Parish Council to obtain the services of Tausin Consultants, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement for services between Tausin Consultants, LLC and St. Charles Parish is hereby approved and accepted.

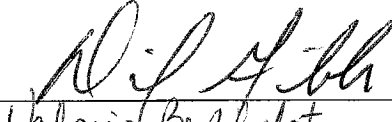
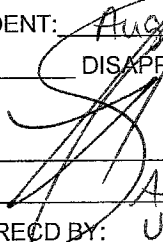
SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

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

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

And the ordinance was declared adopted this 6th day of August, 2018, to become effective five (5) days after publication in the Official Journal.

2018-0193 2nd Revised Ord. Tausin Consultants

CHAIRMAN: 
INTERIM SECRETARY: Valarie Beahelot
DLVD/PARISH PRESIDENT: August 7, 2018
APPROVED:  **DISAPPROVED:** _____
PARISH PRESIDENT: _____
RETD/SECRETARY: August 8, 2018
AT: 12:55pm **RECD BY:** UB

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. Duties and Responsibilities of Consultant

- (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 July 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 July 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.

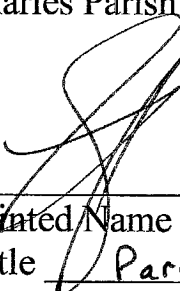
This Agreement shall be effective on and after July 1, 2018 and shall terminate on July 31, 2019, unless otherwise extended, re-negotiated or terminated for cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

Tauzin Consultants, LLC

St. Charles Parish

BY _____
Printed Name _____
Title _____

BY  _____
Printed Name Larry Cochran
Title Parish President

DATED _____

DATED 8/8/18

2018-0184

RESOLUTION NO. 6360

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 Mr. Thomas Barreca, Jr.
30 Marino Drive, Norco, LA 70079

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:

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

NAYS: NONE

ABSENT: FLETCHER

And the resolution was declared adopted this 6th day of August, 2018, to become effective five (5) days after publication in the Official Journal.

APPOINT 911.(Parish Council).doc

CHAIRMAN: 

INTERIM SECRETARY: Valerie Berthelot

DLVD/PARISH PRESIDENT: August 7, 2018

APPROVED:  DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY:  August 8, 2018

AT: 12:55pm RECD BY: JB

RESOLUTION NO. 6361

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

WHEREAS, there exists a vacancy on the RIVER PARISHES TRANSIT AUTHORITY due to the passing of Mr. Brent Petit; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Mr. John Dias 416 Maryland Drive, Luling, LA 70070 is hereby appointed to fill the unexpired term on the RIVER PARISHES TRANSIT AUTHORITY.

BE IT FURTHER RESOLVED, that said appointment shall be effective IMMEDIATELY and shall expire JANUARY 12, 2020.

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

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

And the resolution was declared adopted this 6th day of August, 2018, to become effective five (5) days after publication in the Official Journal.

APPOINT Transit Authority (unexpired)

CHAIRMAN: [Signature]
INTERIM SECRETARY: Valerie Brouillette
DLVD/PARISH PRESIDENT: August 7, 2018
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: August 8, 2018
AT: 12:55pm RECD BY: UB

2018-0205

RESOLUTION NO. 6362

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 Chief Sergio Morales

P.O. Box 87, Luling, LA 70070

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:

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

NAYS: NONE

ABSENT: FLETCHER

And the resolution was declared adopted this 6th day of August, 2018, to become effective five (5) days after publication in the Official Journal.

APPOINT 911.(Hospital).doc

CHAIRMAN: [Signature]

INTERIM SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: August 7, 2018

APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: August 8, 2018

AT: 12:55pm RECD BY: JB

2018-0206

RESOLUTION NO. 6363

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 Mr. Craig Petit
146 Alice Street, Ama, LA 70031
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:

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

NAYS: NONE

ABSENT: FLETCHER

And the resolution was declared adopted this 6th day of August, 2018, to become effective five (5) days after publication in the Official Journal.

APPOINT 911.(Parish President).doc

CHAIRMAN: [Signature]

INTERIM SECRETARY: Valerie Berthelot

DLVD/PARISH PRESIDENT: August 7, 2018

APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: August 8, 2018

AT: 12:55pm RECD BY: UB