

SHERIFF SALES

SHERIFF'S SALE

TWENTY-FIRST JUDICIAL DISTRICT COURT OF LOUISIANA
IN AND FOR THE PARISH OF LIVINGSTON

NATIONSTAR MORTGAGE LLC
VERSUS NO. 176462
DALE SMITH, (A/K/A DALE W. SMITH)

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of DECEMBER 19, 2022; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

DALE SMITH, (A/K/A DALE W. SMITH)

Defendant,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

A certain tract or parcel of land together with all the improvements and buildings thereon situated in the Parish of Livingston, State of Louisiana, containing one .576 acre more or less and more particularly described as LOT NUMBER TWO-A (2-A) OF THE LONNIE D. GRAHAM SUBDIVISION, as shown on a plat of 5 lots in the west 1/2 of the northwest 1/4 of the southwest 1/4 of Section 9, Township 6 South, Range 3 East, Livingston Parish, prepared for Lonnie D. Graham by J.C. Kerstens, registered land surveyor, and recorded in the records of the Clerk of Court for Livingston Parish as plat book entry number 216783 of the official records of the Clerk of Court for the Parish of Livingston, State of Louisiana and revised on that certain Map Showing Survey of Lot Two (2) of the Lonnie D. Graham Subdivision and the Re-Subdivision of Lot Two (2) into Lot Two-A (2-A) and Lot Two-B (2-B), Lonnie D. Graham Subdivision, Section 9, Township 6 South, Range 3 East, dated January 24, 2002 and recorded January 29, 2002 as Instrument No. 00485015 of the official records of Livingston Parish, Louisiana.

Which has the address of 32450 Bobby Graham Road, Denham Springs, LA 70726

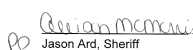
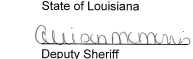
Terms of Sale for Cash to the last and highest bidder WITH the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 1 day of February, 2023.

Attorney: SHAPIRO & DAIGREPOINT, LLC

Advertise: April 13, 2023 and May 11, 2023


PP Jason Ard, Sheriff
Parish of Livingston
State of Louisiana

Deputy Sheriff

SHERIFF'S SALE

THE MONEY SOURCE INC.
VERSUS NO. 175403
GRANCE E. KISTLER, (A/K/A GRANCE EVAN KISTLER) AND ASHLEY KISTLER,
(A/K/A ASHELY MARIE KISTLER, ASHLEY M. KISTLER, ASHELY MARIE ARNOLD)

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of SEPTEMBER 19, 2022; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

GRANCE E. KISTLER, (A/K/A GRANCE EVAN KISTLER) AND ASHLEY KISTLER,
(A/K/A ASHELY MARIE KISTLER, ASHLEY M. KISTLER, ASHELY MARIE ARNOLD)

Defendants,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

One (1) certain lot or parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, in that subdivision known as Cottonwood Acres, and designated on the official plan thereof, on file and of record in the office of the Clerk and Recorder of the Parish of Livingston, State of Louisiana, as Lot Number One-B (1-B), said subdivision, said lot having such measurements and dimensions and being subject to such servitudes and restrictions as are more particularly shown on said map.

Which has the address of 18449 Cottonwood Road, Livingston, LA 70754

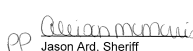
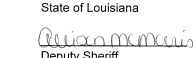
Terms of Sale for Cash to the last and highest bidder WITH the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 1 day of February, 2023.

Attorney: SHAPIRO & DAIGREPOINT, LLC

Advertise: April 13, 2023 and May 11, 2023


PP Jason Ard, Sheriff
Parish of Livingston
State of Louisiana

Deputy Sheriff

SHERIFF'S SALE

CARDINAL FINANCIAL COMPANY, LIMITED PARTNERSHIP
VERSUS NO. 173823
JACOB A. POIRRIER

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of MAY 02, 2022; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

JACOB A. POIRRIER

Defendant,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

ONE (1) CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, situated in that subdivision of the Parish of LIVINGSTON, State of Louisiana, known as CEDAR RIDGE SUBDIVISION, and being designated on the official subdivision map, on file and of record in the office of the Clerk and Recorder for said parish and state, as LOT 9, said subdivision; said lot having such measurements and dimensions as shown on said map.

AND

A certain tract or parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, in Section 61, T6S, R2E, Greensburg Land District, containing 0.18 acres, and being designated as TRACT D-1 on a survey by W. J. Fontenot, P.L.S., entitled "Survey Map for Katie M. Ashcraft Showing the Re-Subdivision of Tracts C & D into Tracts C-1 and D-1, Located in Section 61, T6S, R2E, G.L.D., Livingston Parish, Louisiana," dated May 22, 1998, a copy of which is on file and of record in the office of the Clerk and Recorder of this Parish and State.

Which has the address of 33880 Cedar Ridge Court, Denham Springs, LA 70706


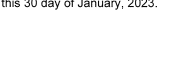
Terms of Sale for Cash to the last and highest bidder WITH the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 30 day of January, 2023.

Attorney: DEAN MORRIS, LLC

Advertise: April 13, 2023 and May 11, 2023


PP Jason Ard, Sheriff
Parish of Livingston
State of Louisiana

Deputy Sheriff

SHERIFF'S SALE

GATEWAY MORTGAGE GROUP, A DIVISION OF GATEWAY FIRST BANK
VERSUS NO. 176561
SMITH, ROBIN A/K/A ROBIN LACOMBE SMITH

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of JANUARY 18, 2023; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

SMITH, ROBIN A/K/A ROBIN LACOMBE SMITH

Defendant,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following

described property, to-wit:


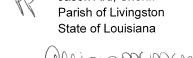
One (1) certain lot or parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, in that subdivision known as CHERAY PLACE, and designated on the official plan thereof, on file and of record in the office of Clerk and Recorder of the Parish of Livingston, State of Louisiana, as LOT NUMBER FIFTY-C (50-C), said subdivision, said lot having such measurements and dimensions and being subject to such servitudes as are more particularly described on said subdivision map; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

Terms of Sale for Cash to the last and highest bidder WITHOUT the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 26 day of January, 2023.

Attorney: DEAN MORRIS, LLC
Advertise: April 13, 2023 and May 11, 2023


PP Jason Ard, Sheriff
Parish of Livingston
State of Louisiana

Deputy Sheriff

SHERIFF'S SALE

ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC
VERSUS NO. 176531
CHAD BARRETT PENDARVIS A/K/A CHAD B. PENDARVIS A/K/A CHAD PENDARVIS

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of JANUARY 19 2023; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

CHAD BARRETT PENDARVIS A/K/A CHAD B. PENDARVIS A/K/A CHAD PENDARVIS

Defendants.

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF May, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

A 0.598 acre parcel of land more particularly described as follows: Beginning at a point 1290.30 feet north, 673.20 feet west and 249.39 feet south 89 degrees 17 minutes 24 seconds east for the southwest corner of headright 38, T6S-R6E, to the point of beginning.

Thence north 00 degrees 13 minutes 50 seconds east a distance of 119.9 feet; thence north 84 degrees 30 minutes 23 seconds east a distance of 199.59 feet; thence south 00 degrees 04 minutes 42 seconds east a distance of 141.58 feet; thence north 89 degrees 17 minutes 24 seconds west a distance of 199.46 feet; back to the point of beginning containing 0.598 acres, designated at Tract-1, all located in headright 38, T6S-R6E, Greensburg Land District, Parish of Livingston, State of Louisiana, this description is based on boundary survey and plat made by William J. Bodin, Jr., Professional Land Surveyor dated 9-2-2011, a copy of which is recorded at book 63, page 348, instrument #752351 of the official records of the office of the clerk of court in and for the Parish of Livingston, State of Louisiana.

Together with a predial servitude, road or lane of passage to accommodate automobile or other vehicular use over and across a strip of land measuring 30 feet wide by a depth of 20 feet as per map and survey of William J. Bodin, Jr., Professional Land Surveyor dated 9/2/2011, a copy of which is recorded at book 63, page 348, instrument #752351 of the official records of the office of the clerk of court in and for the Parish of Livingston, State of Louisiana.

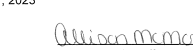
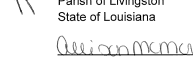
Terms of Sale for Cash to the last and highest bidder WITHOUT the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 26 day of January, 2023.

Attorney: HERSCHEL C. ADCKOCK, JR.

Advertise: April 13, 2023 and May 11, 2023


PP Jason Ard, Sheriff
Parish of Livingston
State of Louisiana

Deputy Sheriff

SHERIFF'S SALE

PENNYMAC LOAN SERVICES, LLC
VERSUS NO. 176576
JARRED W. WALKER A/K/A JARRED WAYNE WALKER A/K/A JARRED WALKER

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of JANUARY 20, 2023; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

JARRED W. WALKER A/K/A JARRED WAYNE WALKER A/K/A JARRED WALKER

Defendant.

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17th DAY OF May 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

That certain lot or parcel of ground together with all the buildings and improvements thereon, and with all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in that subdivision of the Parish of Livingston, State of Louisiana, known as Spring Lake Subdivision, Third Filing, and being more particularly described on the official map of said subdivision on file and of record in the office of the clerk and recorder for the Parish of Livingston, Louisiana, as lot number one hundred forty three (143), said subdivision, said lot having such measurements and dimensions as indicated on said map, and being subject to those servitudes and restrictions as are shown on said plat of survey and as are of record in the office of the clerk and recorder for the Parish of Livingston, Louisiana.


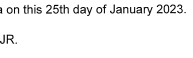
Terms of Sale for Cash to the last and highest bidder WITH the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 26th day of January, 2023.

Attorney: HERSCHEL C. ADCKOCK, JR.

Advertise: April 13, 2023 and May 11, 2023


PP Jason Ard, Sheriff
Parish of Livingston
State of Louisiana

Deputy Sheriff

SHERIFF'S SALE

J.P. MORGAN MORTGAGE ACQUISITION CORP.
VERSUS NO. 176298
ROBERT CLIFFORD SMITH, (A/K/A ROBERT SMITH) AND REBECCA LEA ROYCE SMITH, (A/K/A REBECCA LEA ROYCE, REBECCA ROYCE, REBECCA LEA SMITH, REBECCA SMITH)

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of DECEMBER 05, 2022; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

ROBERT CLIFFORD SMITH, (A/K/A ROBERT SMITH) AND REBECCA LEA ROYCE SMITH, (A/K/A REBECCA LEA ROYCE, REBECCA ROYCE, REBECCA LEA SMITH, REBECCA SMITH)

Defendants,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

Lot Number 53, Pine Meadows Subdivision, a certain lot or parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging to or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, said subdivision being located in Sections 25, 35, 36, Township 7 South, Range 3 East, Greensburg Land District, Livingston Parish, Louisiana, as shown on a plat entitled, "Final Plat of Pine Meadows," prepared by McIn & Associates, Inc., dated November 29, 2007, recorded November 29, 2007, in Map Book 59, Folio 56, File 656445, records of Livingston, Louisiana.

Which has the address of 13047 Catahoula Drive, Denham Springs, LA 70726

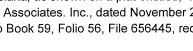
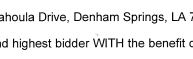
Terms of Sale for Cash to the last and highest bidder WITH the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 30 day of January, 2023.

Attorney: SHAPIRO & DAIGREPOINT, LLC

Advertise: April 13, 2023 and May 11, 2023


PP Jason Ard, Sheriff
Parish of Livingston
State of Louisiana

Deputy Sheriff

SHERIFF'S SALE

AMERICAN ADVISORS GROUP
VERSUS NO. 177074
DOROTHY KAY ATKINSON, INDIVIDUALLY AND AS SURVIVING SPOUSE IN COMMUNITY WITH THOMAS O. ATKINSON

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of FEBRUARY 17, 2023;

and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

DOROTHY KAY ATKINSON, INDIVIDUALLY AND AS SURVIVING SPOUSE IN COMMUNITY WITH THOMAS O. ATKINSON

Defendant,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:


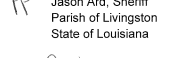
A certain lot of land located in Section 39, Township 6 South, Range 5 East, Town of Holden, in Livingston Parish, Louisiana, and to fix point of beginning run South 67 degrees 58 minutes West 135.52 feet from the Northeast corner of Lot 1, Square N, said town, for starting point: thence South 21 degrees 23 minutes East 100 feet; thence South 67 degrees 58 minutes West 150 feet 10 East side of Holden North Blacktop Highway; thence North 21 degrees 23 minutes West 100 feet; thence North 67 degrees 58 minutes East 150 feet to 10 point of beginning; and being more fully shown and described on plat and map of said lot made by John D. Adams, Reg. Sur. dated October 29, 1965. Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property.

Terms of Sale for Cash to the last and highest bidder WITHOUT the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 27 day of February, 2023.

Attorney: JACKSON & MCPHERSON, LLC
Advertise: April 13, 2023 and May 11, 2023


PP Jason Ard, Sheriff
Parish of Livingston
State of Louisiana

Deputy Sheriff

SHERIFF'S SALE

FREEDOM MORTGAGE CORPORATION
VERSUS NO. 177053
ALLEN, MERLIN HUGO JR. AND AMY DRAGO ALLEN

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of FEBRUARY 17, 2023; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

ALLEN, MERLIN HUGO JR. AND AMY DRAGO ALLEN

Defendants,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

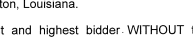

That certain piece of ground, together with all the buildings, component parts, and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in that subdivision located in the Parish of Livingston, State of Louisiana, known as THE MEADOWS, and being more particularly described on the official map of said subdivision on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, Louisiana, as LOT NUMBER TWENTY THREE (23), said subdivision, said lot having such measurements and dimensions as are indicated on said map, said lot being subject to such servitudes and restrictions as are more fully shown on said plat of survey and as are on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, Louisiana.

Terms of Sale for Cash to the last and highest bidder WITHOUT the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 27 day of February, 2023.

Attorney: JACKSON & MCPHERSON, LLC
Advertise: April 13, 2023 and May 11, 2023


PP Jason Ard, Sheriff
Parish of Livingston
State of Louisiana

Deputy Sheriff

SHERIFF'S SALE

U.S. BANK NATIONAL ASSOCIATION NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS LEGAL TITLE TRUSTEE FOR RMTP TRUST, SERIES 2021 BKM-TT-VERSUS NO. 175796
MIZELL, ROBERT F.

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of OCTOBER 14, 2022; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

MIZELL, ROBERT F.

Defendant,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

A CERTAIN LOT OR PARCEL OF GROUND, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATED IN SECTIONS 4 AND 9 T6S, R6E, LIVINGSTON PARISH, LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

LOT TWENTY-NINE (29) PEA RIDGE ESTATES and being more particularly described on the official map of said subdivision made and prepared by G.L. Lessard, Sr., Professional Land Surveyor, dated August 25, 2003 and revised November 19, 2003 and recorded at Entry No. 537896 and 537898A, respectively, in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana. Said lots having such measurements and dimensions as indicated on said map; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

Terms of Sale for Cash to the last and highest bidder WITH the benefit of appraisalment and according to law.

CASH

Court in the above entitled and number cause, bearing date of FEBRUARY 14, 2023; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

CARTER, NORWEDA LYNN (A/K/A NORWEDA CARTER)

Defendant,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

That certain piece of ground, together with all the buildings, component parts, and improvements thereon, and all the rights, ways privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in that subdivision located in the Parish of Livingston, State of Louisiana, known as Country Club Estates, and being more particularly described on the official map of said subdivision on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, Louisiana, as Lot Number Thirty Three A (33A), said subdivision, said lot having such measurements and dimensions as are indicated on said map, said lot being subject to such servitudes and restrictions as are more fully shown on said plat of survey and as are on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, Louisiana.

Which has the address of 30700 Country Club Lane, Denham Springs, LA 70726

Terms of Sale for Cash to the last and highest bidder WITH the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 15 day of February, 2023.

Attorney: SHAPIRO & DAIGREPOINT, LLC

Advertise: April 13, 2023 and May 11, 2023

PP Jason Ard, Sheriff Parish of Livingston State of Louisiana Deputy Sheriff

SHERIFF'S SALE

TWENTY-FIRST JUDICIAL DISTRICT COURT OF LOUISIANA IN AND FOR THE PARISH OF LIVINGSTON

J.P. MORGAN MORTGAGE ACQUISITION CORP. VERSUS NO. 174560

KIMBERLY ADAMS AND MARK ADAMS

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of FEBRUARY 09, 2023; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

KIMBERLY ADAMS AND MARK ADAMS

Defendants,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

One (1) certain lot or parcel of ground situated in Oak Hills Estates Subdivision, Fourth Filing, a subdivision situated in Sections 42 and 43, T58, R3E, Livingston Parish, Louisiana, the plat of said subdivision being made and prepared by G.L. Lessard, Sr., Professional Land Surveyor, dated December 12, 2003, which plat is recorded at entry no. 540721 of the official records of the clerk and recorder for the Parish of Livingston, Louisiana, said parcels being more particularly described according to said plat as follows: Lot number one hundred thirty-five (135) inclusive. Said lot having such measurements and dimensions as set forth on the plat map for the said subdivision, reference to which is made above, together with all buildings and improvements, rights, ways, privileges and servitudes thereon belonging.

Terms of Sale for Cash to the last and highest bidder WITHOUT the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 13 day of February, 2023.

Attorney: HERSCHEL C. ADCOCK, JR.

Advertise: April 13, 2023 and May 11, 2023

PP Jason Ard, Sheriff Parish of Livingston State of Louisiana Deputy Sheriff

SHERIFF'S SALE

TWENTY-FIRST JUDICIAL DISTRICT COURT OF LOUISIANA IN AND FOR THE PARISH OF LIVINGSTON

NATIONSTAR MORTGAGE LLC VERSUS NO. 176913

MARKISHA COLLETTE JEFFERSON A/K/A MARKISHA C. JEFFERSON A/K/A MARKISHA JEFFERSON

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of FEBRUARY 03, 2023; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

MARKISHA COLLETTE JEFFERSON A/K/A MARKISHA C. JEFFERSON A/K/A MARKISHA JEFFERSON

Defendant,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

That certain piece of ground, together with all the buildings, component parts, and improvements thereon, and all the rights, ways privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in that subdivision located in the Parish of Livingston, State of Louisiana, known as Lake at Gray's Creek, and being more particularly described according to the official map of said subdivision entitled "Final Plat of Lake at Gray's Creek Located in Section 34, T78-R3E, G.L.D., Livingston Parish, Louisiana for Final Development, LLC", dated November 14, 2007 and recorded March 31, 2008, on file and of record as Plat Book 59, Page 380, Instrument 655567, in the office of the Clerk and Recorder for the said Parish and State, as lot number thirty five (35), said subdivision, said lot having such measurements and dimensions as are indicated on said map, said lot being subject to such servitudes and restrictions as are more fully shown on said plat of survey and as are on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, Louisiana.

Terms of Sale for Cash to the last and highest bidder WITH the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 9 day of February, 2023.

Attorney: HERSCHEL C. ADCOCK, JR.

Advertise: April 13, 2023 and May 11, 2023

PP Jason Ard, Sheriff Parish of Livingston State of Louisiana Deputy Sheriff

SHERIFF'S SALE

TWENTY-FIRST JUDICIAL DISTRICT COURT OF LOUISIANA IN AND FOR THE PARISH OF LIVINGSTON

GMFS LLC VERSUS NO. 176797

RICHARD KYLE JENKINS, INDEPENDENT ADMINISTRATOR OF THE SUCCESSION OF THOMAS ADRIAN JENKINS

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of FEBRUARY 01, 2023; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

RICHARD KYLE JENKINS, INDEPENDENT ADMINISTRATOR OF THE SUCCESSION OF THOMAS ADRIAN JENKINS

Defendants,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

One certain condominium unit in RIVER HIGHLANDS CONDOS, BUILDING THREE, created pursuant to one certain Condominium Declaration dated June 30, 2000, and recorded June 30, 2000 in COB 788, Entry Number 446931, and corrected by that certain Notarial Act of Correction dated December 8, 2000, of the official records of Livingston Parish, Louisiana, being designated as UNIT NUMBER "H", and having an undivided 4.5% interest in the common elements as provided in the referenced Condominium Declaration, said condominium being located on the following described property:

One (1) certain tract or parcel of ground, together with the buildings and improvements thereon, situated in the Parish of Livingston, Louisiana designated as "TRACT A-4-A-2", containing 1.024 acres, and being more particularly described according to a map entitled "Map Showing Survey and Resubdivision of Tracts A-1-A & A-4-A AND Lot 1, River Highlands, First Filing into Tracts A-1-A-1, A-4-A-1, & A-4-A-2, located in Section 23, T8S, R6E, Livingston Parish, Louisiana, for Ascension Properties, Inc." dated January 22, 1999, prepared by LAM Surveying, Inc. a copy of which is on file and of records in the office of the Clerk and Recorder for Livingston Parish, at Entry No. 415518, said tract having such measurements and dimensions and being subject to such servitudes as shown on the said map, which map is separately recorded at Entry No. 415431, official records of Livingston Parish, Louisiana.

And, All right, title and interest in the use of Boat Slip Number 11, as per the Condominium Declaration for River Highlands Condos Building, Exhibit Number A-1, recorded June 30, 2000 in COB 786, Page 123, Entry No. 446931, of the records of Livingston Parish, Louisiana, subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

Terms of Sale for Cash to the last and highest bidder WITH the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 2 day of February, 2023.

Attorney: HERSCHEL C. ADCOCK, JR.

Advertise: April 13, 2023 and May 11, 2023

PP Jason Ard, Sheriff Parish of Livingston State of Louisiana Deputy Sheriff

SHERIFF'S SALE

TWENTY-FIRST JUDICIAL DISTRICT COURT OF LOUISIANA IN AND FOR THE PARISH OF LIVINGSTON

GMFS LLC VERSUS NO. 175918

MALCOLM GREGORY SMITH AND MARSHA DIANE SMITH A/K/A MARSHA DIANE KNIGHTON SMITH

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of OCTOBER 27, 2022; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

MALCOLM GREGORY SMITH AND MARSHA DIANE SMITH A/K/A MARSHA DIANE KNIGHTON SMITH

Defendants,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

ONE (1) certain lot or parcel of ground, containing 1.10 ACRE, together with all the buildings and improvements thereon, and all of the rights, ways, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, in Sections 15 and 22, T8S-R4E, measuring 125.91 feet on its northern boundary; measuring 134.41 feet on its eastern boundary; measuring 389.54 feet on its western boundary; and measuring 125 feet on the southern boundary; being designated as LOT TEN (10) of LOT C-TWO (C-2) on a map of the Averett property made by John D. Adams, surveyor, dated

6/22/81, and recorded at Plat Book 14, Entry 184433, of the Livingston Parish Plat Book records; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

Terms of Sale for Cash to the last and highest bidder WITHOUT the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 6 day of February, 2023.

Attorney: DEAN MORRIS, LLC

Advertise: April 13, 2023 and May 11, 2023

PP Jason Ard, Sheriff Parish of Livingston State of Louisiana Deputy Sheriff

SHERIFF'S SALE

TWENTY-FIRST JUDICIAL DISTRICT COURT OF LOUISIANA IN AND FOR THE PARISH OF LIVINGSTON

LAKEVIEW LOAN SERVICING, LLC VERSUS NO. 176701

CIERRA JOHNSON A/K/A CIERRA CHRISHAWN JOHNSON HICKS

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of JANUARY 24, 2023; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

CIERRA JOHNSON A/K/A CIERRA CHRISHAWN JOHNSON HICKS

Defendant,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

LOT NUMBER 771, WOODLAND CROSSING SUBDIVISION, SEVENTH FILING, one (1) certain lot or parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenance and advantages thereunto belonging or in anyway appertaining, situated in that subdivision known as WOODLAND CROSSING, SEVENTH FILING, located in Sections 13, and 14, Township 7 South, Range 3 East, Greensburg Land District, Livingston Parish, Louisiana, as shown on Final Plat of Woodland Crossing Seventh Filing, recorded in Plat Book 59, Page 249, Entry #662112, records of Livingston Parish, Louisiana, said lot being more particularly described as having such measurements and dimensions and being subject to such servitudes as shown on said Final Plat; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

Terms of Sale for Cash to the last and highest bidder WITH the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 9 day of February, 2023.

Attorney: CARLETON SHOENFELT & CHAPMAN, LLC

Advertise: April 13, 2023 and May 11, 2023

PP Jason Ard, Sheriff Parish of Livingston State of Louisiana Deputy Sheriff

SHERIFF'S SALE

TWENTY-FIRST JUDICIAL DISTRICT COURT OF LOUISIANA IN AND FOR THE PARISH OF LIVINGSTON

THE MARTIN GROUP, INC. VERSUS NO. 174051

TAMMY H. SALTER AND LOUIS COTTON

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of JANUARY 31, 2023; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

TAMMY H. SALTER AND LOUIS COTTON

Defendants,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

ONE CERTAIN LOT OR PARCEL OF GROUND, situated in Section 28, Township 5 South, Range 3 East, GLD, Livingston Parish, Louisiana, and being designated on that certain map dated February 9, 1982, revised March 16, 1982, entitled "Resubdivision of Lot 6 located in Section 28, T-5-S, R-3-E, GLD, Livingston Parish, Louisiana" a copy of which is attached to an Act of Donation from Lanola Bond Page, et al, to Lynda Page Sandlin and James William Sandlin, dated September 30, 1992, as recorded in Conveyance Book 608, Entry No. 313,935 of the Livingston Parish Conveyance Records, as the most Easterly 158' of LOT SIX A-1 (6 A-1), said property measuring 158.00 feet along its Southern boundary and 216 feet along its Western boundary, subject to a 25' access servitude in favor of Ronald A. Etue and Delores Stephens Etue and Lot 6B, per act dated February 12, 1982, recorded in COB 364, Entry No.180,357, and together with the rights of ingress and egress along a 25' access servitude from Clinton Allen Road Extension along the entire length of Lot 6A-2, as shown on said map, in favor of Lot 6A-1. Being a portion of the same property acquired by Mortgagor herein from Lanola Bond Page by deed dated May 24, 1994, as recorded in Conveyance Book 639, Entry No. 334,827, of the Livingston Parish Conveyance Records.

Terms of Sale for Cash to the last and highest bidder WITHOUT the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 6 day of February, 2023.

Attorney: STEPHEN M. STAFFORD, ATTORNEY AT LAW

Advertise: April 13, 2023 and May 11, 2023

PP Jason Ard, Sheriff Parish of Livingston State of Louisiana Deputy Sheriff

SHERIFF'S SALE

TWENTY-FIRST JUDICIAL DISTRICT COURT OF LOUISIANA IN AND FOR THE PARISH OF LIVINGSTON

NATIONSTAR MORTGAGE LLC VERSUS NO. 176891

JHOVAN DUARTE ESCOBIDAL A/K/A JHOVAN D. ESCOBIDAL A/K/A JHOVAN ESCOBIDAL AND MISTY ESCOBIDAL A/K/A MISTY JO MARSH ESCOBIDAL A/K/A MISTY JO MARSH A/K/A MISTY J. MARSH A/K/A MISTY MARSH A/K/A MISTY JO ESCOBIDAL A/K/A MISTY J. ESCOBIDAL A/K/A MISTY MARSH ESCOBIDAL A/K/A MISTY M. ESCOBIDAL

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of FEBRUARY 02, 2023; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

JHOVAN DUARTE ESCOBIDAL A/K/A JHOVAN D. ESCOBIDAL A/K/A JHOVAN ESCOBIDAL AND MISTY ESCOBIDAL A/K/A MISTY JO MARSH ESCOBIDAL A/K/A MISTY JO MARSH A/K/A MISTY J. MARSH A/K/A MISTY MARSH A/K/A MISTY JO ESCOBIDAL A/K/A MISTY J. ESCOBIDAL A/K/A MISTY MARSH ESCOBIDAL A/K/A MISTY M. ESCOBIDAL

Defendants,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

Lot number 115, Pine Meadows Subdivision, a certain lot or parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging to or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, said Subdivision being located in Sections 25,35, 36, Township 7 South, Range 3 East, Greensburg Land District, Livingston Parish, Louisiana, as shown on a plat entitled, "Final Plat of Pine Meadows," prepared by McLin & Associates, Inc. dated November 29, 2007, recorded November 29, 2007, in Map Book 59, folio 56, File 656445, records of Livingston, Louisiana.

Terms of Sale for Cash to the last and highest bidder WITH the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 6 day of February, 2023.

Attorney: HERSCHEL C. ADCOCK, JR.

Advertise: April 13, 2023 and May 11, 2023

PP Jason Ard, Sheriff Parish of Livingston State of Louisiana Deputy Sheriff

SHERIFF'S SALE

TWENTY-FIRST JUDICIAL DISTRICT COURT OF LOUISIANA IN AND FOR THE PARISH OF LIVINGSTON

GMFS LLC VERSUS NO. 175918

MALCOLM GREGORY SMITH AND MARSHA DIANE SMITH A/K/A MARSHA DIANE KNIGHTON SMITH

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of OCTOBER 27, 2022; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

MALCOLM GREGORY SMITH AND MARSHA DIANE SMITH A/K/A MARSHA DIANE KNIGHTON SMITH

Defendants,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

ONE (1) certain lot or parcel of ground, containing 1.10 ACRE, together with all the buildings and improvements thereon, and all of the rights, ways, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, in Sections 15 and 22, T8S-R4E, measuring 125.91 feet on its northern boundary; measuring 134.41 feet on its eastern boundary; measuring 389.54 feet on its western boundary; and measuring 125 feet on the southern boundary; being designated as LOT TEN (10) of LOT C-TWO (C-2) on a map of the Averett property made by John D. Adams, surveyor, dated

6/22/81, and recorded at Plat Book 14, Entry 184433, of the Livingston Parish Plat Book records; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

Terms of Sale for Cash to the last and highest bidder WITH the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 2 day of February, 2023.

Attorney: HERSCHEL C. ADCOCK, JR.

Advertise: April 13, 2023 and May 11, 2023

PP Jason Ard, Sheriff Parish of Livingston State of Louisiana Deputy Sheriff

SHERIFF'S SALE

TWENTY-FIRST JUDICIAL DISTRICT COURT OF LOUISIANA IN AND FOR THE PARISH OF LIVINGSTON

LAKEVIEW LOAN SERVICING, LLC VERSUS NO. 176701

CIERRA JOHNSON A/K/A CIERRA CHRISHAWN JOHNSON HICKS

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of JANUARY 26, 2023; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

CIERRA JOHNSON A/K/A CIERRA CHRISHAWN JOHNSON HICKS

Defendant,

I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 17 DAY OF MAY, 2023

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following described property, to-wit:

LOT NUMBER 771, WOODLAND CROSSING SUBDIVISION, SEVENTH FILING, one (1) certain lot or parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenance and advantages thereunto belonging or in anyway appertaining, situated in that subdivision known as WOODLAND CROSSING, SEVENTH FILING, located in Sections 13, and 14, Township 7 South, Range 3 East, Greensburg Land District, Livingston Parish, Louisiana, as shown on Final Plat of Woodland Crossing Seventh Filing, recorded in Plat Book 59, Page 249, Entry #662112, records of Livingston Parish, Louisiana, said lot being more particularly described as having such measurements and dimensions and being subject to such servitudes as shown on said Final Plat; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

Terms of Sale for Cash to the last and highest bidder WITH the benefit of appraisalment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 6 day of February, 2023.

Attorney: DEAN MORRIS, LLC

Advertise: April 13, 2023 and May 11, 2023

PP Jason Ard, Sheriff Parish of Livingston State of Louisiana Deputy Sheriff

SHERIFF'S SALE

TWENTY-FIRST JUDICIAL DISTRICT COURT OF LOUISIANA IN AND FOR THE PARISH OF LIVINGSTON

UMB BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS LEGAL TITLE TRUSTEE FOR TOCU TITLE TRUST 2018-3 VERSUS NO. 172035

JAMES C. MATKIN AND BEVERLY ARRINGTON MATKIN

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of

MARSHAL SALE
DOCKET NO 40371

LENCO FINANCE OF GONZALES INC.

Vs

CHARLES M. DIXON & BRANDIE DIXON

The Denham Springs Marshals office is informing you of the upcoming marshal sale of:

- THREE (3) OFF ROAD VEHICLES
- 2021 KYMC ORV ATV VIN# RFBLCO536MB271150
- 2021 KYMC ORV ATV VIN# RFBLCO539MB271126
- 2022 KAYO 4WHEELER VIN# L6JYGLC9N100049

THIS MARSHAL SALE WILL TAKE PLACE ON
Wednesday, the 18th DAY OF May, 2023, AT 10:30 A.M.
AT THE DENHAM SPRINGS CITY COURTHOUSE
116 N.RANGE AVE. DENHAM SPRINGS, LOUISIANA 70726

PUBLIC NOTICES

BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION

Magnolia Water Utility Operating Company, LLC,
Ex Parte DOCKET NO. U-_____

In Re: Magnolia Water Utility Operating Company, LLC - 2022 Formula Rate Plan Annual Report and Request for Adjustment of Water and Sewage Rates, Modification of Commercial Wastewater Rate Design, Adjustment of the System Acquisition Regulatory Asset, Implementation of Service Charges and Any Other Related Relief

2022 FORMULA RATE PLAN ANNUAL REPORT AND REQUEST FOR ADJUSTMENT OF WATER AND SEWAGE RATES, MODIFICATION OF COMMERCIAL WASTEWATER RATE DESIGN, ADJUSTMENT OF THE SYSTEM ACQUISITION REGULATORY ASSET, IMPLEMENTATION OF SERVICE CHARGES AND ANY OTHER RELATED RELIEF

Name and Address of Party Making Filing: Magnolia Water Utility Operating Company, LLC
10761 Perkins Road
Suite A
Baton Rouge, LA 70810

Name, Address, Email Address, and Telephone Number of Attorney For Party Making Filing: Andrew B. Ezell
EZELL LAW FIRM, LLC
10761 Perkins Rd., Ste. A
Baton Rouge, Louisiana 70810
Telephone: (225) 763-2272
Facsimile: (225) 763-2273
Email: aezell@ezellfirm.com

Statement of Action Sought:
Applicant, Magnolia Water Utility Operating Company, LLC, requests that the Louisiana Public Service Commission take the following action:

- 1) Consider and implement rates and rate design to provide the following monthly rates for water and sewer customers:

Water

Tier I – Rates by Meter Size

5/8" & 3/4":	\$17.39 for the first 2,000 gallons consumed; \$2.50 for each additional 1,000 gallons consumed
1":	\$21.74 for the first 2,000 gallons consumed \$2.50 for each additional 1,000 gallons consumed
1.5":	\$86.94 for the first 2,000 gallons consumed \$2.50 for each additional 1,000 gallons consumed
2":	\$139.11 for the first 2,000 gallons consumed \$2.50 for each additional 1,000 gallons consumed
3":	\$260.83 for the first 2,000 gallons consumed \$2.50 for each additional 1,000 gallons consumed
4" or greater:	\$434.72 for the first 2,000 gallons consumed \$2.50 for each additional 1,000 gallons consumed
No Meter:	\$25.63 flat

Tier II – Rates by Meter Size

5/8" & 3/4":	\$34.79 for the first 2,000 gallons consumed; \$4.00 for each additional 1,000 gallons consumed
1":	\$43.49 for the first 2,000 gallons consumed \$4.00 for each additional 1,000 gallons consumed
1.5":	\$173.94 for the first 2,000 gallons consumed \$4.00 for each additional 1,000 gallons consumed
2":	\$278.31 for the first 2,000 gallons consumed \$4.00 for each additional 1,000 gallons consumed
3":	\$521.83 for the first 2,000 gallons consumed \$4.00 for each additional 1,000 gallons consumed
4" or greater:	\$869.72 for the first 2,000 gallons consumed \$4.00 for each additional 1,000 gallons consumed
No Meter:	\$51.26 flat

Tier III – Rates by Meter Size

5/8" & 3/4":	\$9.33 + \$2.50 for each 1,000 gallons consumed
1":	\$11.66 + \$2.50 for each 1,000 gallons consumed
1.5":	\$46.66 + \$2.50 for each 1,000 gallons consumed
2":	\$74.65 + \$2.50 for each 1,000 gallons consumed
3":	\$139.97 + \$2.50 for each 1,000 gallons consumed
4" & 6":	\$233.28 + \$2.50 for each 1,000 gallons consumed

Flow-Through: \$6.56 per 1,000 gallons of water purchased from City of Shreveport and consumed by the customer and charged as separate line item

\$17.27 base rate (first 2,000 gallons) plus \$3.50 per 1,000 gallons of water purchased from St. Martin Parish Waterworks District 3 and consumed by the customer and charged as a separate line item

\$34.70 base rate (first 2,000 gallons) plus \$4.30 per 1,000 gallons of water purchased from Lafayette Parish Waterworks District North and consumed by the customer and charged as a separate line item

\$18.29 base rate (first 2,000 gallons) plus \$4.68 per 1,000 gallons of water purchased from the Milton Water System and consumed by the customer and charged as a separate line item

\$30.53 base rate (first 2,000 gallons) plus \$3.61 per 1,000 gallons of water purchased from the Iberville Parish Utility Department and consumed by the customer and charged as a separate line item

\$26.25 base rate (first 3,000 gallons) plus \$4.00 per 1,000 gallons of water purchased from the Carencro

Utilities System and consumed by the customer and charged as a separate line item

\$23.58 base rate (first 2,000 gallons) plus \$4.10 per 1,000 gallons of water purchased from the City of Broussard and consumed by the customer and charged as a separate line item

\$13.50 base rate (first 2,000 gallons) plus \$2.52 per 1,000 gallons for the next 3,000 gallons, plus \$2.12 per 1,000 gallons for the next 5,000 gallons, plus \$1.37 per 1,000 gallons for any amount over 10,000 gallons of water purchased from Ward 2 Water District and consumed by the customer and charged as a separate line item

\$6.00 per 1,000 gallons of water purchased from the South Toledo Bend Water District and consumed by the customer and charged as a separate line item

Wastewater

Tier I

Residential:	\$29.44
Commercial:	Based upon formula specified in Title 51, Chapter 15, Section 1501, of the Louisiana State Sanitary Code

Tier II

Residential:	\$58.88
Commercial:	Based upon formula specified in Title 51, Chapter 15, Section 1501, of the Louisiana State Sanitary Code

Flow-Through: Monthly usage charge per customer for sewage treatment by the City of Mandeville based on metered water usage and charged as a separate line item pursuant to the following formula:

$$\text{monthly usage} - 6,000 \text{ gal.} \times 0.0068046 + 12.00 \text{ base rate} \times 1.5$$

Tier III

Residential:	\$29.44
Commercial:	Based upon formula specified in Title 51, Chapter 15, Section 1501, of the Louisiana State Sanitary Code

GRINDER PUMPSERVICE OR REPAIR CHARGE *Not to Exceed \$950.00 per Service Call*

In systems where the Company is required to service or repair customer grinder pumps, the grinder pump shall be owned by the customer, who shall be responsible for the cost of service or repair of the grinder pump. This charge shall cover the cost of sending company service personnel, at the rate of \$95.00 per hour, to a customer's premises to service or repair customer's grinder pump. The customer also shall be responsible for the cost of mechanical and electrical parts, miscellaneous material, and labor necessary for the repair of the grinder pump unit, including emergency repairs. In systems where the Company is not required to service or repair customer grinder pumps, if a customer does not timely undertake necessary repairs to a grinder pump unit and a failure of that unit is causing, or is reasonably expected to cause, a discharge of untreated sewage, then the Company may, at its option, immediately discontinue service or, if practical, undertake repairs to the customer's grinder pump unit and bill the customer for the cost of such repair at the hourly rate stated in this section

GRINDER PUMP REPLACEMENT CHARGE *Not to Exceed Total Cost to Company*

In systems where the Company is required to service or repair customer grinder pumps, and in the event that it is determined that a customer's grinder pump requires replacement, Company shall provide and install the replacement pump and shall be reimbursed by customer the total cost to Company of the replacement pump, including shipping, taxes, etc. Should customer elect to timely purchase and replace the pump at customer's expense, the replacement pump must comply with Company's specifications and be approved by Company prior to installation:

- 2) Consider and authorize the modification of the current commercial wastewater rate design;
- 3) Consider and approve adjustment of the System Acquisition Regulatory Asset;
- 4) Consider and authorize the re-implementation and addition of certain service charges for water and sewer customers; and
- 5) Consider and grant any other related relief.

Magnolia's filing may be viewed in the offices of the LPSC located at 602 North Fifth Street, Galvez Building, 11th Floor, Baton Rouge, Louisiana, phone 225-342-4404, and on the LPSC website (www.lpsc.org).

Date by Which a Party Who Desires to Participate In the Proceeding Must File Notice of Protest: May 26, 2023

PUBLIC NOTICE

The Town of Livingston Public Hearing and Regular Schedule meeting for Thursday, May 11, 2023 at 5:30 p.m. and 6:00 p.m. has been canceled and rescheduled for Thursday, May 18, 2023 at 5:30 p.m. and 6:00 p.m.

Publish: May 11, 2023



~ MAYOR ~
EILEEN BATES-MCARROLL
~ CLERK ~
KIMBERLEE "JOEY" COOPER
29816 S. MONTEPELLIER
P. O. BOX 1000
ALBANY, LOUISIANA 70711
~ COUNCIL ~
KIM STEWART
JERRY GLASCOCK
GERALD STILLEY
DON ONORRY
JOHN THOMAS

PRESS RELEASE
Town of Albany, Louisiana

The 2022 Keep Louisiana Beautiful Trash Receptacle Grant awarded the Town of Albany four high quality trash receptacles which were placed at the Albany Community Park and the Albany Municipal Building.

The Town of Albany has been very pro-active in its' litter campaign and is very appreciative of this award. Data collected by Keep Louisiana Beautiful over the last several years shows a reduction in litter by 56% in areas where trash receptacles are properly installed and maintained.

This grant was made possible with funding from the State of Louisiana and the Office of Lieutenant Governor.

Livingston Parish Fire Protection District 2
PO Box 427
32280 Terry Street
Springfield, LA 70462
225-294-5651

The Livingston Parish Fire Protection District No 2, 32280 Terry Street, Springfield, LA, regular monthly meeting for May 25, 2023 has been rescheduled for May 30, 2023 at 7:00 p.m.

Bernie Ross, President
Mary V Bennett, Secretary/Treasurer

TOWN OF KILLIAN
NOTICE OF PUBLIC MEETING

A PUBLIC MEETING WILL BE HELD JUNE 13, 2023, IN ACCORDANCE WITH THE OPEN MEETING LAW R.S. 42:11, ALLOWING A PUBLIC COMMENT PERIOD BEFORE TAKING A VOTE, TO ADOPT THE MILLAGE RATES FOR THE TOWN OF KILLIAN 2023 TAX YEAR. THE MEETING WILL BE HELD AT 28284 HWY. 22 AT 6:00 PM.

Livingston Parish Public Schools
Excellence in Education!
13909 Florida Boulevard
P.O. Box 1130
Livingston, Louisiana 70754-1130

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT, the Livingston Parish School Board meeting that was scheduled on **Thursday, June 1, 2023, at five o'clock p.m. is hereby changed to Thursday, June 8, 2023, at five o'clock p.m.** The Livingston Parish School Board meeting that was scheduled on **Thursday, June 15, 2023, at five o'clock p.m. is hereby changed to Thursday, June 22, 2023.**

/s/ Alan "Joe" Murphy
Alan "Joe" Murphy, Superintendent

PUBLICATION DATES:
Thursday, May 11, 2023
Thursday, May 18, 2023

Southwest Stage Funding, LLC dba Cascade Financial Services shall take possession of a mobile home owned by Derrick Johnson. You may contact Cris Jackson, Attorney at 504-581-9444.

Livingston Parish Public Schools
Excellence in Education!
Special Board Meeting
04/20/2023 05:00 PM
School Board Office
13909 Florida Blvd
Livingston, LA 70754

MEETING MINUTES

The special meeting of the Livingston Parish School Board will be held at the School Board Office, 13909 Florida Blvd., Livingston, Louisiana, on **THURSDAY, APRIL 20, 2023, at FIVE O'CLOCK PM** for the following purposes and to take whatever actions necessary.
The meeting may be viewed online at <https://bit.ly/LPBoardMtg>.

Attendees

Voting Members
Mr. Brad Sharp, District 1
Ms. Kellee Dickerson, District 2
Mr. William 'Jeff' Frizell, District 3
Mr. Bradley Harris, District 4
Mr. Jeffery Cox, District 6, Vice President
Ms. Katelyn Cockerham, District 7
Dr. Ronald McMorris, District 8
Mr. Stephen Link, District 9
Mr. Cecil Harris, District 5, President

Absent Members

None

1. **Call to Order**
The Board Meeting was called to order by President Cecil Harris.
2. **Approval of the minutes of the School Board meeting held on March 30, 2023**
Motion was made to approve the minutes of the School Board meeting held on March 30, 2023.
Motion made by: Mr. Bradley Harris
Motion seconded by: Mr. Jeffery Cox
Voting:
Unanimously Approved
3. **Approval of the minutes of the Special Called School Board meeting held on April 5, 2023**
Motion was made to approve the minutes of the Special Called School Board meeting held on April 5, 2023.
Motion made by: Mr. William 'Jeff' Frizell
Motion seconded by: Ms. Katelyn Cockerham
Voting:
Unanimously Approved
4. **Recognize and Honor the French Settlement High School Basketball Team and Coaches for earning a trip to the final four in Lake Charles**
Item #4 was deleted from the agenda.
5. **Discussion and action on approval of Change Order No. 002 for the Live Oak High School S.T.E.M. Building**
The Contract Sum will be increased by this Change Order in the amount of \$24,699.00.
Motion was made to approve Change Order No. 002 for the Live Oak High School S.T.E.M. Building.
Motion made by: Ms. Kellee Dickerson
Motion seconded by: Ms. Katelyn Cockerham
Voting:
Unanimously Approved
6. **Discussion and action on approval of Change Order No. 7 for Southside Elementary School and Southside Junior High School**
The Contract Sum will be increased by this Change Order in the amount of \$323,955.00.
Motion was made to approve Change Order No. 7 for Southside Elementary School and Southside Junior High School.
Motion made by: Mr. Bradley Harris
Motion seconded by: Mr. Brad Sharp
Voting:
Unanimously Approved
7. **Discussion and action on approval of Change Order No. 003 for Denham Springs High School Football & Track Improvements**

The Contract Sum will be decreased by this Change Order in the amount of \$33,721.00.

Motion was made to approve Change Order No. 003 for Denham Springs High School Football & Track Improvements.

Motion made by: Mr. William 'Jeff' Frizell
Motion seconded by: Mr. Bradley Harris
Voting:
Unanimously Approved

8. Authority to Advertise for RFP No. 23-11: Independent Audit Services

Motion was made to grant the Superintendent authority to advertise for RFP No. 23-11: Independent Audit Services.

Motion made by: Mr. Stephen Link
Motion seconded by: Ms. Katelyn Cockerham
Voting:
Unanimously Approved

9. Authority to Advertise for RFP No. 23-12: Comprehensive Organizational Review of Central Office

After discussion, a substitute motion was made to table the authority to advertise for RFP No. 23-12: Comprehensive Organizational Review of Central Office.

Motion made by: Dr. Ronald McMorris
Motion seconded by: Ms. Kellee Dickerson
Voting:

Mr. Brad Sharp - Yes
Ms. Kellee Dickerson - Yes
Mr. William 'Jeff' Frizell - Yes
Mr. Bradley Harris - Yes
Mr. Jeffery Cox - Yes
Ms. Katelyn Cockerham - Yes
Dr. Ronald McMorris - Yes
Mr. Stephen Link - Yes
Mr. Cecil Harris - Yes
Motion carried.

10. Ratify bids received on April 18, 2023, for the following Child Nutrition items for the 2023-2024 school year: Ice Cream, Pizza, and Disposables

Motion was made to ratify bids received on April 18, 2023, for the following Child Nutrition items for the 2023-2024 school year: Ice Cream, Pizza, and Disposables.

Motion made by: Mr. Brad Sharp
Motion seconded by: Mr. Jeffery Cox
Voting:
Unanimously Approved

11. Discussion and action on the Superintendent's recommendation for a Supervisor of Child Welfare and Attendance at Central Office

Superintendent Murphy recommended Mr. Spencer Harris as our Child Welfare and Attendance Supervisor. We interviewed three applicants for the position. Mr. Harris had been serving in this job position as a Substitute Child Welfare and Attendance Officer and this contract removes the Substitute designation from his job title.

Motion was made to approve the Superintendent's recommendation of a Performance-based contract for Supervisor of Child Welfare and Attendance at Central Office effective May 22, 2023 - June 30, 2025.

Motion made by: Mr. Stephen Link
Motion seconded by: Dr. Ronald McMorris
Voting:
Unanimously Approved

12. Discussion and action of changing the designation of the Athletic/Staff Committee to the Athletic & Medical/Staff Committee

Motion was made to change the designation of the Athletic/Staff Committee to the Athletic & Medical/Staff Committee.

Motion made by: Ms. Katelyn Cockerham
Motion seconded by: Mr. Jeffery Cox
Voting:
Unanimously Approved

13. Discussion and action on report of the Cost Savings Initiative Committee meeting held on April 5, 2023

A. Discussion and Action on forming a task force to find a solution to teacher pay raises

Chairperson Board Member Brad Sharp presented the report from the Cost Savings Initiative Committee meeting held on April 5, 2023.

The board voted to accept the recommendation from the Cost Savings Initiative Committee meeting held on April 5, 2023.

Voting:
Mr. Brad Sharp - Yes
Ms. Kellee Dickerson - Yes
Mr. William 'Jeff' Frizell - Yes
Mr. Bradley Harris - Yes
Mr. Jeffery Cox - Yes
Ms. Katelyn Cockerham - Yes
Dr. Ronald McMorris - Yes
Mr. Stephen Link - Yes
Mr. Cecil Harris - Yes
The President declared the motion carried.

14. Discussion and action on report of the Budget/Goals Committee meeting held on April 17, 2023

A. Discussion and action on 2022-2023 Budget Revision

Chairperson Board Member Jeff Cox presented the report from the Budget/Goals Committee meeting held on April 17, 2023.

The board voted to accept the recommendation from the Budget/Goals Committee meeting held on April 17, 2023.

Voting:
Mr. Brad Sharp - Yes
Ms. Kellee Dickerson - Yes
Mr. William 'Jeff' Frizell - Yes
Mr. Bradley Harris - Yes
Mr. Jeffery Cox - Yes
Ms. Katelyn Cockerham - Yes
Dr. Ronald McMorris - Yes
Mr. Stephen Link - Yes
Mr. Cecil Harris - Yes
The President declared the motion carried.

15. Approval of payment of invoices

Motion was made to approve the payment of invoices.

Motion made by: Dr. Ronald McMorris
Motion seconded by: Mr. Bradley Harris
Voting:
Unanimously Approved

16. Superintendent's comments

A. BESE School Safety Officer Resolutions

Board Members, I'd like to call your attention to something I sent you previously for board review. On Tuesday this week, I received two resolutions adopted by BESE. While the resolutions require no action currently, it is important to note that these resolutions reinforce BESE's support for School Safety Officers.

Resolution 1 is a resolution to show BESE's support for a school resource officer at each school site. There is no action to be taken here. As you know, we currently have school resource officers, but lack the funding to ensure that every campus has a dedicated school resource officer at each site.

Resolution 2 calls on the State Legislature to supply adequate funding to all school sites to ensure a school resource officer at each school site. The resolution will be disseminated to all members of the state legislature. There is no action to be taken at this present time. In the future, I would certainly suggest, if Resolution 2 makes its way through the legislature and we think there is a possibility that the state may fund school resource officers for every site, I would hope the board may want to consider drafting its own resolution in support of these BESE resolutions.

B. State Softball and Baseball Playoffs

After last night, every one of our softball teams that were in the state playoffs won. So, all of them are still in and would include Live Oak High School, Walker High School, Albany High School, Doyle High School, French Settlement High School, and Holden High School for softball. For baseball, French Settlement High School is playing tonight. In the baseball playoffs, we have Live Oak High School, Albany High School, Springfield High School, Doyle High School, French Settlement High School, Holden High School and Maurepas High School.

We also have other teams competing in LHSAA events. We encourage everyone to go out and support our students and our schools.

C. Remaining Employee Stipend

On May 5th, our employees will receive the remaining half of the stipend approved by the board last November. The original stipend was a \$1000 stipend for all full-time active employees and 3% of the employee's base salary. The original stipend was about 12.1 million, so the remaining amount to be distributed is around 5 million.

17. Discussion and action on the approval of settlement in the matter entitled Ronnie McDaniel et al vs. Livingston Parish School Board et al, 21st Judicial District Court #165749, Parish of Livingston, State of Louisiana

Upon recommendation of Board Attorney Mark Boyer, a motion was made to go into executive session for discussion and action on the approval of settlement in the matter entitled Ronnie McDaniel et al vs. Livingston Parish School Board et al, 21st Judicial District Court #165749, Parish of Livingston, State of Louisiana.

Motion made by: Mr. Bradley Harris
Motion seconded by: Mr. Brad Sharp
Voting:
Mr. Brad Sharp - Yes
Ms. Kellee Dickerson - Yes
Mr. William 'Jeff' Frizell - Yes
Mr. Bradley Harris - Yes
Mr. Jeffery Cox - Yes
Ms. Katelyn Cockerham - Yes
Dr. Ronald McMorris - Yes
Mr. Stephen Link - Yes
Mr. Cecil Harris - Yes
The President declared motion carried unanimously.

The Board reconvened in open session and upon roll call, all members were present.

A motion was made to accept the recommendation as presented by Legal Counsel.

Motion made by: Mr. Jeffery Cox
Motion seconded by: Mr. Stephen Link
Voting:
Mr. Brad Sharp - Yes
Ms. Kellee Dickerson - Yes
Mr. William 'Jeff' Frizell - Yes
Mr. Bradley Harris - Yes
Mr. Jeffery Cox - Yes
Ms. Katelyn Cockerham - Yes
Dr. Ronald McMorris - Yes
Mr. Stephen Link - Yes
Mr. Cecil Harris - Yes

The President declared motion carried unanimously.

18. Adjourn

Motion was made to adjourn the meeting.

Motion made by: Dr. Ronald McMorris
Motion seconded by: Mr. Brad Sharp

Unanimously Approved

There being no further business, the meeting adjourned at 6:19 PM.

/s/ Alan "Joe" Murphy
Alan "Joe" Murphy, Superintendent
/s/ Cecil Harris
Cecil Harris, President

WHEREAS, BY THE OFFICIAL PLAT OF MAP SHOWING REVOCATION OF A FIFTY (50) FEET ALL PURPOSE SERVITUDE LOCATED ON TRACT LM-2-A-1 LOCATED AT THE END OF RUBY MOORE ROAD, DENHAM SPRINGS, LA LOCATED IN SECTION 45, TSS-R3E, G.L.D., LIVINGSTON PARISH, LA FOR BASICS PAINTBALL, LLC.

by Alvin Fairbairn & Associates, LLC, dated January 16, 2023, recorded as Plat Book Entry in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, attached hereto and made a part hereof by reference.

WHEREAS, a petition has been addressed to the Livingston Parish President-Council by Basics Paintball, LLC, who is the owner of the fifty (50) feet all-purpose servitude located on Tract LM-2-A-1 located at the end of Ruby Moore Road, Denham Springs, LA located in Section 45, TSS-R3E, G.L.D., Livingston Parish, Louisiana.

WHEREAS, the Livingston Parish President-Council is of the opinion that the fifty (50) feet all-purpose servitude located on Tract LM-2-A-1 located at the end of Ruby Moore Road, Denham Springs, LA located in Section 45, TSS-R3E, G.L.D., Livingston Parish, Louisiana as described above is not needed for public purposes.

BE IT ORDERED by the Livingston Parish President-Council, acting in accordance with R.S. 48:701, that the fifty (50) feet all-purpose servitude located on Tract LM-2-A-1 located at the end of Ruby Moore Road, Denham Springs, LA located in Section 45, TSS-R3E, G.L.D., Livingston Parish, Louisiana is hereby revoked and set aside.

The effective date of this ordinance shall be as prescribed by law. Upon being subjected to a vote, the vote thereon was as follows: YEAS: MR. DELATTE, MR. ARD, MR. MACK, MR. KEEN, MR. TALBERT, MS. SANDEFUR, MR. MCMORRIS NAYS: NONE ABSENT: MR. WASCOM, MR. GIRLINGHOUSE ABSTAIN: NONE And the ordinance was declared adopted on the 27th day of April, 2023.

/s/ John Wascom
John Wascom, Council Chairman

ATTEST: /s/ Sandy C. Teal
Sandy C. Teal, Council Clerk

/s/ Layton Ricks
Layton Ricks, Parish President

The following ordinance which was previously introduced in written form required for adoption at a regular meeting of the Livingston Parish Council on April 13, 2023, a summary thereof having been published in the Official Journal together with a notice of public hearing which was held in accordance with said public notice, was brought up for final passage April 27, 2023, on Motion of Shane Mack and seconded by Jeff Ard:

L.P. ORDINANCE NO. 23-10

AN ORDINANCE TO ACQUIRE IMMOVABLE PROPERTY FOR THE PARISH OF LIVINGSTON PURSUANT TO THE HAZARD MITIGATION GRANT PROGRAM PROJECT NUMBER FEMA-4277-DR-LA-0131- LIVINGSTON PARISH.

WHEREAS, the Livingston Parish Council has been awarded Federal assistance under the Hazard Mitigation Grant Program; and

WHEREAS, the following eligible property owner has voluntarily elected to participate in the program; and

THEREFORE, BE IT RESOLVED, that the Livingston Parish Council will acquire the following property:

- 1. Homeowner: Jack Allen, Jr. Address: 11395 Sandra Drive Walker, LA 70785 Appraised Value: \$326,193.00 Amount Offered: \$326,193.00 Legal Description: 2-A, 2-B & 2-C of Suburban Land Tracts, being a re-sub of Lot 2, Block 4, of Suburban Land Tracts

BE IT FURTHER RESOLVED, that the duly elected Parish President of Livingston Parish is authorized to sign any and all documents related to the acquisition of said property pursuant to the Hazard Mitigation Grant Program Project Number FEMA-4277-DR-LA-0131- Livingston Parish. The effective date of this ordinance shall be as prescribed by law.

The above and foregoing addition to the Code of the Parish of Livingston, having been properly introduced and published by title, was thereupon submitted to a vote; the vote thereon was as follows:

YEAS: MR. DELATTE, MR. ARD, MR. MACK, MR. KEEN, MR. TALBERT, MS. SANDEFUR, MR. MCMORRIS NAYS: NONE ABSENT: MR. WASCOM, MR. GIRLINGHOUSE ABSTAIN: NONE And the ordinance was declared adopted on the 27th day of April, 2023

/s/ John Wascom
John Wascom, Council Chairman

ATTEST: /s/ Sandy C. Teal
Sandy C. Teal, Council Clerk

/s/ Layton Ricks
Layton Ricks, Parish President

The following ordinance which was previously introduced in written form required for adoption at a regular meeting of the Livingston Parish Council on April 13, 2023, a summary thereof having been published in the Official Journal together with a notice of public hearing which was held in accordance with said public notice, was brought up for final passage April 27, 2023, on Motion of Gerald McMorris and seconded by Jeff Ard:

L.P. ORDINANCE NO. 23-09

AN ORDINANCE TO ACQUIRE IMMOVABLE PROPERTY FOR THE PARISH OF LIVINGSTON PURSUANT TO THE HAZARD MITIGATION GRANT PROGRAM PROJECT NUMBER FEMA-4277-DR-LA-0124- LIVINGSTON PARISH.

WHEREAS, the Livingston Parish Council has been awarded Federal assistance under the Hazard Mitigation Grant Program; and

WHEREAS, the following eligible property owner has voluntarily elected to participate in the program; and

THEREFORE, BE IT RESOLVED, that the Livingston Parish Council will acquire the following property:

- 1. Homeowner: Melissa A. Strickland Address: 15987 Cypress Point Lane French Settlement, LA 70733 Appraised Value: \$285,000.00 Amount Offered: \$285,000.00 Legal Description: Lot 3 of Cypress Point on the Amite River

BE IT FURTHER RESOLVED, that the duly elected Parish President of Livingston Parish is authorized to sign any and all documents related to the acquisition of said property pursuant to the Hazard Mitigation Grant Program Project Number FEMA-4277-DR-LA-0124- Livingston Parish. The effective date of this ordinance shall be as prescribed by law.

The above and foregoing addition to the Code of the Parish of Livingston, having been properly introduced and published by title, was thereupon submitted to a vote; the vote thereon was as follows:

YEAS: MR. DELATTE, MR. ARD, MR. MACK, MR. KEEN, MR. TALBERT, MS. SANDEFUR, MR. MCMORRIS NAYS: NONE ABSENT: MR. WASCOM, MR. GIRLINGHOUSE ABSTAIN: NONE And the ordinance was declared adopted on the 27th day of April, 2023

/s/ John Wascom
John Wascom, Council Chairman

ATTEST: /s/ Sandy C. Teal
Sandy C. Teal, Council Clerk

/s/ Layton Ricks
Layton Ricks, Parish President

The following ordinance which was previously introduced in written form required for adoption at a regular meeting of the Livingston Parish Council on April 13, 2023, a summary thereof having been published in the Official Journal together with a notice of public hearing which was held in accordance with said public notice, was brought up for final passage on April 27, 2023, on Motion of Maurice "Scooter" Keen and seconded by Garry Talbert:

L.P. ORDINANCE NO. 23-08

AN ORDINANCE TO DECLARE CERTAIN IMMOVABLE PROPERTY (16 LOTS IN PINE BLUFF ACRES SOUTH SUBDIVISION) PROPERTY AS SURPLUS PROPERTY AND TO AUTHORIZE THE PRIVATE SALE, PUBLIC AUCTION AND/OR DISPOSAL OF SAID PROPERTY DESCRIBED HEREIN.

WHEREAS, the Parish of Livingston owns certain immovable property (hereinafter referred to as the "Property") as shown on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Property is no longer needed by the Parish for a public purpose; and there is a need and purpose to declare the Property surplus; and

WHEREAS, the parish has received appraisals on the property, and the appraised value of each is shown on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, this Council is of the opinion that this property is surplus and no longer needed for public purposes and that it would be in the public interest to convey the above-mentioned properties for no less than 2/3 of the appraised values.

NOW, THEREFORE, BE IT ORDAINED by the Livingston Parish Council that: The Property described on Exhibit "A" attached hereto and made a part hereof is hereby declared to be surplus property no longer needed for public purpose.

Section 2. After the final adoption of this ordinance, and pursuant to all applicable laws the Parish President is authorized to execute an act of cash sale and any other required documents in which the Livingston Parish Council conveys the property described on Exhibit "A" to potential buyers.

Section 3. This act of sale shall be without warranty or recourse whatsoever (including warranty of title), even for the return or any reduction of the purchase price, but with subrogation to all rights and actions of warranty Parish of Livingston may have and such sale shall contain such warranty limitations and other provisions as required by the Parish Attorney.

Section 4. The appraised values of said properties is as shown on Exhibit "B" attached hereto and made a part hereof.

BE IT FURTHER ORDAINED that pursuant to all applicable provisions of law, the Office of the Parish President is directed and authorized to assess, deem, designate, and determine that such immovable Property is surplus; and

REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

EFFECTIVE DATE: This Ordinance shall become effective fifteen (15) days after adoption.

The above and foregoing Ordinance having been read by title and considered in open, public meeting, was thereupon submitted to a vote; the vote thereon was as follows:

YEAS: MR. DELATTE, MR. ARD, MR. MACK, MR. KEEN, MR. TALBERT, MS. SANDEFUR, MR. MCMORRIS NAYS: NONE ABSENT: MR. WASCOM, MR. GIRLINGHOUSE ABSTAIN: NONE THIS ORDINANCE WAS DECLARED ADOPTED AT A REGULAR MEETING OF THE LIVINGSTON PARISH COUNCIL ON THE 27TH DAY OF APRIL, 2023.

/s/ John Wascom
John Wascom, Council Chairman

ATTEST: /s/ Sandy C. Teal
Sandy C. Teal, Council Clerk

/s/ Layton Ricks
Layton Ricks, Parish President

/s/ Sandy C. Teal
Sandy C. Teal, Council Clerk

/s/ Layton Ricks
Layton Ricks, Parish President

EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF L.P. ORDINANCE NO. 23-08

Those certain tracts or parcels of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, in that subdivision known as PINE BLUFF ACRES SOUTH SUBDIVISION, and being more particularly described on the official plan thereof, on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, as LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), TEN (10), ELEVEN (11), TWELVE (12), NINETEEN (19), TWENTY FIVE (25), TWENTY SIX (26), TWENTY SEVEN (27), TWENTY EIGHT (28) AND TWENTY NINE (29), said subdivision, said lots having such measurements and dimensions as indicated on the official map and being subject to such servitudes and restrictions as are of record.

Being the same property acquired by The Parish of Livingston from the Federal Deposit Insurance Corporation As Successor To Resolution Trust Corporation As Receiver For Capital-Union Savings, F.A. by Act of Quitclaim Deed dated August 29, 2010, recorded on September 12, 2011, as Book 1113, Page 5, File Number: 752009 and by Act of Quitclaim Deed dated August 12, 2013, recorded August 16, 2013 as Book 1170, Page 181, File Number: 802397 of the official records of the Clerk and Recorder for the Parish of Livingston, State of Louisiana.

EXHIBIT "B" ATTACHED HERETO AND MADE A PART OF L.P. ORDINANCE NO. 23-08

Table with columns: Assessment #, Lot#, Subdivision, Municipal Address As Shown On GIS, City, State, Zip, Appraised Value. Lists lots 1 through 29 with their respective details.

The following ordinance, which was previously introduced in written form required for adoption at a regular meeting of the Parish Council on February 23, 2023, a summary thereof having been published in the official journal together with a notice of public hearing which was held in accordance with said public notice was brought up for final passage April 27, 2023 on Motion of Shane Mack and seconded by Garry Talbert:

L.P. ORDINANCE 23-06

AN ORDINANCE TO AMEND CHAPTER 117 OF THE CODE OF ORDINANCES OF LIVINGSTON PARISH, "ZONING" ARTICLE III, "NONCONFORMITIES", DIVISION 1, "GENERALLY", BY ADDING SECTION 117-85, DEFINITION, SECTION 117-86, "NONCONFORMING USES" AND DIVISION 2, "TYPES OF CONFORMITIES", SECTION 117-95, "NONCONFORMING LOTS" AND SECTION 117-96, "NONCONFORMING STRUCTURES", IN AND FOR THE PARISH OF LIVINGSTON.

WHEREAS, the Livingston Parish Council wishes to amend the Code of Ordinances of Livingston Parish by amending Chapter 117, titled "Zoning", Article III, "Nonconformities", Division 1, "Generally", by adding Section 117-26, "Nonconforming Uses", and Division 2, "Types of Conformities", Section 117-95, "Nonconforming Lots" and Section 117-96, "Nonconforming Structures", in and for the Parish of Livingston; and

WHEREAS, the Livingston Parish Council, governing authority of the Parish, has determined to define the term, "Nonconformities", their uses and their types as it relates to zoning in and for the Parish of Livingston.

NOW, THEREFORE, BE IT ORDAINED by the governing authority of the Parish of Livingston, State of Louisiana: The Code of Ordinances of Livingston Parish, Chapter 117, Article III Nonconformities, is hereby amended to read as follows:

CHAPTER 117- ZONING ARTICLE III. - NONCONFORMITIES. DIVISION 1. - GENERALLY.

Section 117-85 Definition Nonconformities:

A nonconformity shall be defined as any existing use, lot, or structure that was established, but as a result of the adoption of, or amendments to this zoning ordinance and a Livingston Parish zoning map, does not meet the current standards of the ordinance or the adopted zoning map.

Section 117-86 Nonconforming Uses Nonconforming uses shall be those established existing uses of property that do not conform with the requirements of the zoning district in which they are located.

Existing and established nonconforming uses may be allowed to continue and be transferred.

Non existing non established nonconforming uses must meet the requirements of the zoning ordinance and zoning map.

Sections 117-87 through Section 117-94 - Reserved.

DIVISION 2. - TYPES OF NONCONFORMITIES Section 117-95 Nonconforming Lots

Nonconforming lots may be subdivided, developed, and permitted to conform to the requirements of the zoning district in which they are located.

Section 117-96 Nonconforming Structures

Existing nonconforming structures, established previous to the adoption of this ordinance and Livingston Parish Zoning Map may be allowed to continue to be transferred, and may be permitted to be enlarged, extended, reconstructed, or structurally altered.

New structures must adhere to the zoning ordinance and/or zoning map.

Sections 117-97 through Section 117-114. - Reserved.

All ordinances or parts of ordinances in conflict herewith are hereby repealed. If any provision of this ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this ordinance are hereby declared to be severable.

The effective date of this ordinance shall be as prescribed by law.

This ordinance having been submitted to a vote; the vote thereon was as follows:

YEAS: MR. DELATTE, MR. ARD, MR. MACK, MR. KEEN, MR. TALBERT, MS. SANDEFUR, MR. MCMORRIS NAYS: NONE ABSENT: MR. WASCOM, MR. GIRLINGHOUSE ABSTAIN: NONE And the ordinance was declared adopted on the 27th day of April 2023.

/s/ John Wascom
John Wascom, Council Chairman

ATTEST: /s/ Sandy C. Teal
Sandy C. Teal, Council Clerk

/s/ Layton Ricks
Layton Ricks, Parish President

TWENTY-FIRST JUDICIAL DISTRICT COURT PARISH OF LIVINGSTON STATE OF LOUISIANA NUMBER: 18175 DIVISION: D IN RE SUCCESSION OF TAMMI ANN STEWART RICHARDSON FILED: CLERK:

NOTICE TO SELL IMMOVABLE AND MOVABLE PROPERTY AT PRIVATE SALE

WHEREAS, the Administratrix of the above captioned succession has made application to the Court for the sale at private sale of the following immovable property, to-wit:

A certain tract or parcel of ground, containing 5,474 acres, together with all the buildings and improvements thereon, situated in the Parish of Livingston, State of Louisiana, in Section 16, Township 7 South, Range 6 East, more particularly described as follows, to-wit: Beginning at a point 2010.73 feet South 89 deg. 30 min. 00 sec. East from the Northwest corner of the Northeast Quarter of Section 21, Township 7 South, Range 6 East; thence North 02 deg. 03 min. 30 sec. East 580.67 feet; thence South 87 deg. 56 min. 30 sec. East 414.73 feet; thence South 02 deg. 03 min. 30 sec. West 569.66 feet; thence North 89 deg. 30 min. 00 sec. West 414.88 feet back to point of beginning; and designated as tract "H" on a plat of survey made by Wallace L. Adams, Reg. Land Surveyor, dated May 15, 1974, revised December 4, 1975, and December 23, 1975, a copy of which is recorded in the records of the Clerk of Court of Livingston Parish, Louisiana

All upon the following terms and conditions, to-wit: Two Hundred Eighty-Five Thousand Dollars and No/10 (\$285,000.00), less any reasonable and customary deductions, costs, offsets, and to be paid in cash.

WHEREAS, the Administratrix has also made application to the Court for the sale at private sale of the following movable property for the cash sum of \$2,000.00: a 2007 Buick Sedan.

NOTICE IS HEREBY GIVEN to all parties whom it may concern, including the heirs and creditors of the Decedent herein, and of this succession, to make any opposition which they have or may have to such application at any time, prior to the issuance of the order or judgment authorizing, approving and homologating such application, and that such order or judgment may be issued after the expiration of seven (7) days from the date of the last publication of such notice, all in accordance with law.

BY ORDER OF THE COURT:

Clerk: Coleen H. Shields Deputy Clerk ASHLEIGH BRADHAM #152705 Deputy Clerk of Court Livingston Parish (225) 567-9060

PUBLISH: ONCE THEN AGAIN TEN (10) DAYS LATER: THE LIVINGSTON PARISH NEWS

21st JUDICIAL DISTRICT PARISH OF LIVINGSTON, LA A true and correct copy of the original this 10th day of April 2023 Deputy Clerk of Court



CITY OF DENHAM SPRINGS Office of Planning and Development 116 North Range Ave Denham Springs, LA 70726 (225) 667-8326 buildings@cityofdenhamsprings.com

PUBLIC NOTICE

The City of Denham Springs hereby gives notice of the following: Denham Springs Code of Ordinances Chapter 42 Section 27 states:

It shall be unlawful for the owner of any lot, tract, subdivision or parcel of ground located within the corporate limits of the City of Denham Springs, to permit weeds, grass, brush, or underbrush to grow a height of 12 inches or more.

The owner of any lot, tract, subdivision or parcel of ground located shall be required to cut, destroy or remove weeds, grass, underbrush or any deleterious or unhealthy growths or other obnoxious matter, growing, lying or located in or upon such lot, place or area. No growth shall be allowed to interfere with the passage of any pedestrian on any sidewalk. Property owners shall be responsible for vegetation maintenance to the edge of any abutting street surface.

The owner of any undeveloped or heavily wooded vacant property which is adjacent to or adjoining developed lots or tracts shall cut, destroy or otherwise clear a minimum 25-foot buffer between the developed and undeveloped property.

Failure of property owners of lands within the City to timely comply with the above code section shall result in the City cutting the grass or removing the obnoxious material and the City liening the property for the cost beginning May 01, 2023.

Published April 27, 2023 May 4, 2023 May 11, 2023

Gerard Landry, Mayor City of Denham Springs

The following ordinance, which was previously introduced in written form required for adoption at a regular meeting of the Parish Council on April 13, 2023, a summary thereof having been published in the official journal together with a notice of public hearing which was held in accordance with said public notice was brought up for final passage April 27, 2023, on Motion of Jeff Ard and seconded by Gerald McMorris.

L.P. ORDINANCE NO. 23-13

AN ORDINANCE TO AMEND ARTICLE I, "IN GENERAL", OF CHAPTER 2, "ADMINISTRATION", OF THE CODE OF ORDINANCES OF LIVINGSTON PARISH BY ADDING SECTION 2-27, "SECOND AMENDMENT SANCTUARY", TO DECLARE AND EXPRESS THE LIVINGSTON PARISH COUNCIL'S SUPPORT OF THE SECOND AMENDMENT AND TO DECLARE THE PARISH OF LIVINGSTON AS A SECOND AMENDMENT SANCTUARY PARISH AND TO FURTHER PROVIDE WITH RESPECT THERETO.

WHEREAS, the Constitution of the United States of America is the Supreme Law of our nation; and

WHEREAS, the Second Amendment to the Constitution of the United States of America states: "A well-regulated Militia being necessary to the security of a free State, the right of the people to keep and bear Arms shall not be infringed."; and

WHEREAS, the Fourteenth Amendment to the Constitution of the United States, Section 1, states: "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."; and

WHEREAS, the United States Supreme Court in McDonald v. City of Chicago (2010) affirmed that a person's Second Amendment rights to "Keep and bear arms" is further secured by the "due process" and the "privileges and immunities" clauses of the Fourteenth Amendment. The decision also protects rights closely related to the Second Amendment, namely the right to manufacture, transfer, purchase and sell firearms, accessories and ammunition; and

WHEREAS, John Adams wrote in "A Dissertation on the Canon and Feudal Law" (1765): I say Rights, for such they (the people) have, undoubtedly, antecedent to all earthly government, Rights that cannot be repealed or restrained by human laws, Rights derived from the great Legislator of the universe; and

WHEREAS, in Prinds v. United States (1997), the United States Supreme Court held: "The Federal Government may neither issue directives requiring the States to address particular problems, nor command the States' officers, or those of their political subdivisions, to administer or enforce a federal regulatory program." Thus, local government bodies have the legal authority and, in the opinion of the Livingston Parish Council the duty, to refuse to engage in behavior or take actions in furtherance of federal firearm laws or regulations that violate those rights recognized therein; and

WHEREAS, the Livingston Parish Council recognizes the limitation placed upon it by the Supremacy Clause of the United States Constitution as well as the United States Supreme Court's decision in Marbury v. Madison and can therefore not act to invalidate Federal Law nor enact ordinances that violate these principles. However, it also recognizes the autonomy that it has, and its duty to refuse to enforce Federal mandates, laws or regulatory programs that are violative of the God Given rights guaranteed to the Citizens of Livingston Parish by the United States Constitution and the Louisiana State Constitution; and

WHEREAS, the Livingston Parish Council recognizes that the Livingston Parish Sheriff is an independent elected official in Louisiana, established by Article V, Section 27 of the Louisiana Constitution. Further, it is hereby recognized that the Parish Council has no operational control over the Livingston Parish Sheriff, its officers or its employees. With that said, the Parish Council urges the Livingston Parish Sheriff to recognize the autonomy that he or she has and the right and duty not to be coerced by, and to refuse to enforce federal mandates, laws or regulatory programs that are violative of the rights guaranteed by to the Citizens of Livingston Parish by the United States Constitution and the Louisiana State Constitution; and

WHEREAS, Justice Antonin Scalia in Prinds v. United States wrote: "We held in New York that Congress cannot compel the States to enact or enforce a federal regulatory program. Today

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WHEREAS, Justice Antonin Scalia in Prinds v. United States wrote: "We held in New York that Congress cannot compel the States to enact or enforce a federal regulatory program. Today

This ordinance having been submitted to a vote; the vote thereon was as follows:

YEAS: MR. DELATTE, MR. ARD, MR. MACK, MR. KEEN, MR. TALBERT, MS. SANDEFUR, MR. MCMORRIS NAYS: NONE ABSENT: MR. WASCOM, MR. GIRLINGHOUSE ABSTAIN: NONE And the ordinance was declared adopted on the 27th day of April 2023.

/s/ John Wascom
John Wascom, Council Chairman

ATTEST: /s/ Sandy C. Teal
Sandy C. Teal, Council Clerk

/s/ Layton Ricks
Layton Ricks, Parish President

The following ordinance which was previously introduced in written form required for adoption at a regular meeting of the Livingston Parish Council on April 13, 2023, a summary thereof having been published in the Official Journal together with a notice of public hearing which was held in accordance with said public notice, was brought up for final passage April 27, 2023 on Motion of Maurice "Scooter" Keen and seconded by Garry Talbert:

L.P. ORDINANCE 23-12

AN ORDINANCE TO

PUBLIC NOTICE

A PUBLIC HEARING WILL BE HELD AT THE LIVINGSTON MUNICIPAL BUILDING, 20550 CIRCLE DRIVE, LIVINGSTON, LOUISIANA, ON THURSDAY, MAY 11, 2023, AT 5:45 P.M.

THE PURPOSE OF THE HEARING WILL BE TO CONSIDER THE FOLLOWING:

- A. **Proposed Ordinance** amending the Code of Ordinance of the Town of Livingston by adding thereto Part 7 – Municipal Utilities Chapter 1 – Water and Sewer, Article D – Sewerage Regulation Section 7-1053 - Sewer charge exemption for water used in filling swimming pools.

THE ABOVE ORDINANCES WILL BE CONSIDERED FOR ADOPTION AT THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN TO BE HELD THURSDAY, MAY 11, 2023, 6:00 P.M.

Copy of the Ordinances can be picked up at the Livingston Municipal Building Monday – Thursday 7:00 a.m. – 5:00 p.m.

Publish: April 27, 2023, May 04, 2023 and May 11, 2023.

REQUEST FOR PROPOSAL

FOR

2023 STANDBY CONTRACT FOR

DISASTER DEBRIS MONITORING AND MANAGEMENT SERVICES



Issued By:
Livingston Parish Office of Homeland Security and Emergency Preparedness
Shannon Dyer, Deputy Director
Physical: 20355 Government Blvd. Suite D, Livingston, LA 70754
Mailing: P.O. Box 1060, Livingston, LA 70754
Phone: 225-686-3066
Fax: 225-686-7280
Email: lohsep1@lpgov.com

Date of Issue: **Thursday, April 20, 2023**
Due Date/Time for Receipt of Proposals: **Thursday May 18, 2023, at 4:00 pm**



To: All Proposers

From: Shannon D. Dyer Tel: 225-686-3066
Title: LOHSEP Deputy Director Email: lohsep1@lpgov.com

Re: Request for Proposal for Disaster Debris Monitoring and Management Services

Enclosed is a Request for Proposal (RFP)/Solicitation for a Disaster Debris Monitoring and Management Services in the event of a natural or man-made catastrophe.

Our community is subject to the ravages of such disasters and catastrophes. Therefore, as set forth by FEMA, each community should be prepared in advance for such an occurrence. One step in this process is to contract with qualified firms for them to be on standby to assist immediately in the Response, Logistics, and/or Recovery from any such disaster.

We are therefore soliciting proposals from experienced disaster management and emergency response firms for Disaster Debris Monitoring and Management Services. This solicitation contains detailed requirements and directions. Please follow them very closely. Failure to follow these directions, provide the required attachments, or submit the proposal in the required format, may lead to disqualification.

Proposers shall be judged on multiple criteria, not primarily on price, and the firm or firms found to be the most qualified, and in the Owner's best interest, shall be selected. Minority, women-owned, and small disadvantaged businesses are encouraged to participate. Please note this time and date

We appreciate each firm's interest and attention to this matter.

Sincerely,

Shannon D. Dyer
LOHSEP Deputy Director

This letter is sent as a cover letter for the Request for Proposal



REQUEST FOR PROPOSAL

STANDBY CONTRACT FOR

DISASTER DEBRIS MONITORING AND MANAGEMENT SERVICE

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REQUEST FOR PROPOSAL

DISASTER DEBRIS MONITORING AND MANAGEMENT SERVICE

1. OBJECTIVE:

It is the intent of the Owner to obtain proposals from qualified firms to establish a Standby Contract for Disaster Debris Monitoring and Management Services. These services will not be authorized until such time as a Notice to Proceed has been issued, typically in response to a natural or man-made disaster.

2. DEFINITIONS: Whenever, in these Instructions, the terms defined in the Contract are used (or pronouns used in their place), the intent and meaning of such terms shall be interpreted as indicated in the Contract.

In addition, the following definitions shall apply:

- A. **Proposal** means an executed formal document submitted to the Owner stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the Request for Proposal.
- B. **Contract** means the Agreement between the successful Contractor(s) and the Owner in the form attached and included in this RFP Document.

Goods, consultant services, and/or services, as applicable, mean: this STANDBY CONTRACT for Disaster Debris Monitoring and Management Services

C. **RFP Documents** means this entire RFP DOCUMENT, all attachments, instructions to Proposers and any addendums issued prior to the date and time of submittal of the Proposals.

D. **Contractor or Prospective Contractor or Proposer** means any person or firm having a contract with or proposing to the Owner as a result of this RFP.

3. ITEMS INCLUDED WITH REQUEST FOR PROPOSAL:

- Cover Sheet, Owners Proposal Letter, Request for Proposal
- Scope of work
- Pricing Schedule
- Sample Prospective Contractors Proposal Letter

4. SUBMISSION OF PROPOSAL:

- A. **SUBMITTAL:** Proposals shall be enclosed in an opaque sealed envelope or package, addressed to the Owner. The name and address of the prospective Contractor, the date and hour of the proposal submittal, and the title "Request for Proposals for Disaster Debris Monitoring and Management Services" RFP shall be placed on the outside of the envelope. All items required for a responsive Proposal shall be included. It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time.
- B. **EXAMINATION OF RFP DOCUMENTS:** It is the responsibility of each Proposer before submitting a Proposal, to: a) Examine the RFP documents thoroughly; and b) Consider and comply with all federal, state and local laws and regulations, and local conditions that may affect cost, progress, or performance of the project.
- C. **FORMAT:** Proposals must follow the format of the RFP and be structured so as to follow the required sequence. Each Contractor shall submit five (5) complete sets of the proposal (one (1) hard copy marked "Original" and four (4) marked "Copy") and one electronic copy on a disc, CD or thumb drive. Email copies and fax copies shall not be accepted.
- D. **EXPERIENCE:** Prospective Contractors must have experience in work of the same or similar nature, be capable of funding such potentially massive work for weeks or longer, must provide a reference list of at least five (5) Government customers for whom they have performed similar services, and must provide all information as specified herein.
- E. **EXCEPTIONS:** Prospective Contractors are advised that exceptions to any of the terms contained in this RFP must be identified in the response to the RFP. Failure to do so may lead the Owner to declare any such term non-negotiable, and/or may lead to the disqualification of the proposal.
- F. **EXPENSES OF PREPARATION:** The Owner is not responsible for any expenses which Prospective Contractors may incur in preparing and submitting proposals called for in this Request for Proposal.
- G. **INTERVIEWS:** The Owner reserves the right to conduct personal interviews or require presentations from any or all prospective Contractors prior to selection. The Owner will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).
- H. **MODIFICATION:** The Owner reserves the right to request that the proposer modify their proposal to more fully meet the needs of the Owner, and/or to more fully describe their proposal.
- I. **ADDITIONAL INFORMATION:** The Prospective Contractor shall furnish such additional information as the Owner may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the services and/or recovery operations for several weeks or more. The Owner reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to a financial review and a background investigation.
- J. **NEGOTIATIONS:** The Owner reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- K. **PERIOD OF ELIGIBILITY:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the date of opening.
- L. **ALTERNATE PROPOSALS:**
 - a. An alternate proposal is viewed by the Owner as a proposal describing an approach to accomplishing the requirements of the Request for Proposals, which differs, from the approach set forth in the solicitation.
 - b. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal, but is included within the same proposal package.
 - c. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation.
 - d. The Owner may, during the initial evaluation process, consider all alternate proposals submitted.
- M. **ADDENDA:** If it becomes necessary to revise or amend any part of the Request for Proposal, the Owner will furnish the revision by written Addendum to all prospective Contractors who received an original Request for Proposals. It will be the responsibility of the proposer to contact the Owner prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Failure to include signed Addendum with the proposal shall be grounds for rejection of a proposal.
- N. **EXECUTION OF CONTRACT:** The Contract between Proposer and Owner shall be in the form of the "Agreement" provided by Owner. The successful Proposer shall assist and cooperate with the Owner in executing the Contract in a timely manner if notified of a successful award by Owner.
- O. **TAXES:** Cost of all sales and other taxes for which the Proposer is liable under the Contract shall be included in the Proposal.

5. PROPOSAL DUE DATE:

Sealed proposals must be received at the Livingston Parish Office of Homeland Security and Emergency Preparedness **no later than 4:00 p.m. on May 18, 2023**. Proposals shall be opened by the Evaluation Committee in private. Any awards resulting from an evaluation shall be announced publicly. Proposals received by the Owner after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of their proposals to the location designated for receipt of proposals. Fax Copies and Email Copies shall not be accepted.

6. PROPOSAL REQUIREMENTS:

Proposals shall include all the information required by the Request for Proposal, and any additional data that the Prospective Contractor deems pertinent to the understanding and evaluation of the proposal.

Proposals are to be addressed as follows for mail, express delivery, or hand delivery:

Owner/Representative: **Livingston Parish Office of Homeland Security and Emergency Preparedness**
Title: **Shannon Dyer, Deputy Director**
Owner: **Layton Ricks, Parish President**
Physical Address: **20355 Government Blvd, Suite D
Livingston, LA 70754
Office: 225-686-3066
Fax: 225-686-7280**
Mailing Address: **Post Office Box 1060
Livingston, LA 70754**

Any questions regarding this RFP shall be posed to Brandi Janes in writing at the email below or at the above mentioned physical and mailing addresses:

Email: **lohsep1@lpgov.com**

Proposals shall be organized, and sections tabbed in the following order. All Proposals shall include at minimum:

TITLE PAGE: Show the name of proposer's firm, address, telephone number, email, name of contact person, date, and the subject: 2023 REQUEST FOR PROPOSAL FOR STANDBY CONTRACT FOR Disaster Debris Monitoring and Management Services.

TABLE OF CONTENTS: Include a clear identification of the material by tab and by page number.

Tab 1 - Contractor's Profile and Submittal Letter
A. Submittal Letter signed by an authorized agent of the Prospective Contractor.
B. A proposal statement setting forth in detail how the Proposal meets the proposal requirements and evaluation factors.

C. Organizational structure and locations of business with ownership interests

Tab 2 - Qualifications
Provide a description and history of the firm focusing on the following:

- A. Experience in all aspects of emergency management, including response, procurement, operation, planning, contract management, and accounting systems.
- B. Document knowledge and experience with state and local emergency management agencies; state and federal programs; funding sources and reimbursement processes.
- C. Demonstrate detailed experience and expertise pertaining to all aspects of the Scope of Work set forth herein.
- D. Demonstrate knowledge of environmental requirements and regulations.

Tab 3 - Technical Approach
A. Provide a narrative description with an organizational chart outlining the mobilization, operational plans, and structure, services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the Prospective Contractor's intended methods for servicing the requirements of all aspects of the Scope of Work set forth herein.

B. Include a statement ensuring that the Prospective Contractor will notify the Owner when \$100,000 in total costs is reached and request a meeting to gain approval, with a written notice to proceed, for any further debris removal activities. Without the written approval notice to proceed, all operations will cease at the \$125,000 limit. These actions should continue at each \$100,000 and \$125,000 increment.

C. Prospective Contractor may offer alternative solutions/options to achieve successful completion of the Scope of Work detailed herein.

Tab 4 - Reimbursement Process
A. Prospective Contractor shall demonstrate their knowledge of and experience with the FEMA reimbursement process; the FEMA Initial Damage Estimates; Immediate Needs Funding (INF), the Project Worksheets completion and application process.

Tab 5 - Key Personnel
A. Include a listing of key staff, that will be on site for the duration of the project(s), including resumes for each describing experience, training, and education in the required services. Identify staff experience working with governmental entities and list those projects.
B. Include an affirmative action plan for all personnel.

Tab 6 - Proposed Subcontractors
Include a listing of proposed subcontractors. Delineate those subcontractors who are Disadvantaged Business Enterprises, as defined in 2CFR215.44(b)(1) and 44CFR13.36(c), and such other minority, woman-owned, and small business enterprises.

Tab 7 - Pricing Schedule
A. Each Prospective Contractor must complete, execute, and submit the Proposal Form included herewith.
B. The Pricing Schedule attached hereto shall be submitted and shall include all costs associated with the performance of the contract including travel and out-of-pocket expenses. The contractor will be responsible for all costs associated with ineligible debris.

Tab 8 - References
Contractor shall provide at least five (5) governmental entity references for which the firm has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact's name, entity, address, telephone number, e-mail address, and date and term of the contract and at least five letters of reference from previous clients.

Tab 9 - Insurance
Attach evidence of required insurance in the amounts indicated. If available, a properly completed ACORD Form is preferable.

Tab 10- Financial Statements
All Prospective Contractors shall supply an audited financial statement for each of the past two years. A third party prepared financial statement is acceptable for one of the two years if an audited statement is not available. Any such third-party certified statement shall be signed and certified by the third party Certified Public Accountant (CPA) and signed and certified as accurate by the Prospective Contractor.

Tab 11- Addenda
Contractor is responsible for contacting Owner to identify any Addenda issued for this Request for Proposal. Any Addenda issued after the release of this solicitation must be acknowledged by signature of the authorized representative of the Prospective Contractor, and a copy provided in this section.

Tab 12 - Exceptions
Include any/all exceptions taken to the content of the solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation. Any exceptions shall be reviewed by Owner for appropriateness and is only valid if accepted in writing by Owner.

Tab 13 - Litigation: Prospective Contractors
Contractors shall provide all judgments entered into against the Prospective Contractor by any Federal, State or Local Courts within the past ten (10) years; any criminal conviction ever issued against the Prospective Contractor or its owners or principals, and all civil, criminal and administrative proceedings pending against the Prospective Contractor at this time.

Indicate the following:

- a. State whether the Prospective Contractor, or any of its employees with the potential to be assigned to the debris removal and site

management services, within the past ten (10) years, has been a defendant in any proceedings involving or arising out of debris removal services; and

- b. State whether the Prospective Contractor, or any of its employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been suspended or debarred from receiving federal funds regardless of whether the Prospective Contractor or the employee(s) was removed from being suspended or debarred; and
- c. State whether the Prospective Contractor has had a contract related to debris removal, canceled or terminated.

7. PROPOSAL EVALUATION: The Owner shall award the responsive and qualified proposer(s) whose proposal is determined to be the most advantageous to the Owner. Evaluation of proposals shall be based on the evaluation factors set forth in the Request for Proposals and any other relevant information obtained through the evaluation process, and the interviews, if held.

8. EVALUATION CRITERIA: The evaluation criteria define the factors that will be used by the evaluation committee to evaluate and score responsible and qualified proposals. Prospective contractors shall include sufficient information to allow the evaluation committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee.

Qualifications of the Contractor25%

- Number of years of experience in disaster response: company and/or predecessors must have at least 5 years of experience in this field; more preferred
- Degree of experience in all areas of emergency response, management, and recovery
- Experience with FEMA reimbursement programs and funding issues
- Proof of satisfactory or better performance on contracts of similar scope and size: references and letters of reference must verify successful completion of similar projects
- In house client training capabilities: provide certification of emergency management training

Qualifications of staff15%

- Assurance of dedicated project team
- Experience of key team members in area identified under experience of prospective contractor: identify senior and project management
- Affirmative Action of prospective contractor: describe local and minority subcontracting plan
- Education and experience of prospective contractor personnel: provide brief resumes

Technical Approach10%

- Experience of prospective contractor in previous similar projects
- Technical approach of the prospective contractor to mobilize and perform the many aspects of the work
- Ability to respond in a timely manner with the necessary resources

Financial Stability15%

- Ability of prospective contractor to continue to proceed until funding becomes available
- Previous financial handling of multiple contracts in multiple disasters
- Invoicing program
- History of satisfactory payment procedures of subcontractors

Price25%

- Pricing schedule will be evaluated for rationality
- All line items must be priced exactly as quoted within the RFP

Technical and Reimbursement Assistance10%

- Experience of prospective contractor in relation to tracking, recording, and data processing
- Prospective contractors' knowledge and experience of Federal reimbursement guidelines
- Experience in emergency debris management plan preparation

9. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS: No oral interpretations will be made as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this RFP must be sent in writing (mail, email or fax) to the Owner and received no later than two (2) days prior to the proposal due date. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The Owner will not be responsible for any other explanation or interpretation of the RFP made or given prior to the award of the contract. The Owner will not respond to questions received after the specified deadline.

10. ORAL PRESENTATION: An oral presentation of proposal may be requested of any Prospective Contractor at the Evaluation Committee's discretion. Contractors are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

11. WITHDRAWAL OF PROPOSAL: The Proposal may be withdrawn by the Proposer by means of a written request, signed by the Proposer or its duly authorized representative. Such written request must be delivered to the place specified in the Request for Proposals/Advertisement for the receipt of Proposals prior to the scheduled closing time for receipt of Proposals. Modifications will not be accepted or acknowledged after the date and time for submission of proposals.

12. ACCEPTANCE/REJECTION: The Owner reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing contractors, and to waive any informalities, defects, or irregularities in any proposal, and to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the Owner.

13. ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the proposal may be withdrawn at the written request of the Prospective Contractor if no award has been made. If the RFP is not withdrawn at that time, it shall remain in effect until an award is made or the solicitation is cancelled. The Owner reserves the right to request an extension of the period of validity of the proposals if the contract has not been negotiated within 120 days from the submittal date of the RFP.

14. TIMELINE:
The following is a listing of actions and anticipated dates; the Owner reserves the right to change the dates, if necessary.

Advertising & Publishing RFP April 20 and 27, 2023, May 4 and 11, 2023
Central Auction House Online – April 20 thru May 18, 2023

Deadline for Questions/Clarifications May 17, 2023, by 4:00 p.m.
Proposal Submittal Date Deadline May 18, 2023, by 4:00 p.m.

15. CONTRACTOR'S CERTIFICATION AND RESPONSIBILITY:
By submitting a proposal, Prospective Contractors represent that:

A. The Prospective Contractor has fully read and understands the RFP in its entirety, has fully read and understands the proposal method, the evaluation criteria and has full knowledge of the scope, nature, and quality of work to be performed. The Prospective Contractor's proposal is made in accordance therewith.

B. The Prospective Contractor possesses the capabilities, experience, resources, financial wherewithal, and personnel necessary to provide efficient and successful services as set forth in the Scope of Services to the Owner, and;

C. Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made upon which the Contractor will rely. If the Contractor receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Contractor for additional compensation or relief.

16. COSTS INCURRED BY PROPOSERS: All expenses involved with the preparation and submission of proposals to the Owner, or any work performed in connection therewith, shall be borne solely by the Prospective Contractors. No payment will be made for any responses received, or for any other effort required of, or made by, Prospective Contractors in responding to this RFP.

17. CONTRACTOR'S PERSONNEL:

A. The Contractor represents that it has or shall secure at its own expense, all necessary personnel required to perform the services under the resulting contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

B. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position. The Owner reserves the right to require the Contractor to remove any employee from working on the resulting contract, which the Owner deems incompetent, careless, or otherwise objectionable.

C. The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

D. During the performance of the contract, the Contractor agrees to the following:

- 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor.
- 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 3. The Contractor and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

18. RESERVATION OF OWNER'S RIGHTS: In addition to all other rights provided the Owner under State law, the Owner specifically reserves the following rights:

A. Owner reserves the right to rank firms and negotiate with the highest ranked firms in accordance with the Evaluation Criteria set forth herein. Negotiation with an individual prospective Contractor does not require nor prohibit negotiation with others.

B. Owner reserves the right to select the proposal that it believes will serve the best interest of Owner.

C. Owner reserves the right to reject any or all Proposals.

D. Owner reserves the right to cancel the entire Request for Proposal or to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability.

E. The Owner reserves the right to waive any informality, irregularity or immaterial errors in the Request for Proposal or in any Proposal received, or reject any and/or all Proposals, or re-advertise.

F. Owner reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.

G. Owner reserves the right to select a Contractor(s) on the basis of the original proposals without negotiation.

contract and bonds. A subcontractor shall not further subcontract to a third party any portion of this authorized work without written consent of the owner.

B. All subcontractors, suppliers, or other persons or organizations (including those who are able to furnish the principal items of materials or equipment) shall be submitted to the Owner for acceptance if requested by Owner. The Owner's acceptance, in writing, of any such subcontractors, suppliers, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the Owner of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the Owner to reject defective work. Action by the Owner awarding a Contract to a firm that has disclosed its intent to assign or Subcontract in its response to the RFP, shall constitute approval thereof.

C. The Contractor shall be fully responsible to the Owner for all acts and omissions of the subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the resulting contract documents shall create for the benefit of any such subcontractors, suppliers, or other persons, or organizations, any contractual relationship between the Owner and any such subcontractors, suppliers, or other persons or organizations, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any money due any such subcontractors, suppliers, or other persons, or organization, except as may otherwise be required by laws and regulations.

D. The Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor. The Contractor shall require all subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work to communicate with the Owner through the Contractor.

E. All work performed for the Contractor by a subcontractor or supplier shall be pursuant to an appropriate agreement between the Contractor and the subcontractor or supplier that specifically binds the subcontractor or supplier to the applicable terms and conditions of the resulting contract for the benefit of the Owner.

F. Within thirty (30) calendar days after the Notice of Contract Execution, the contractor shall submit to the owner a preliminary list of potential subcontractors which may be used on the project. The potential subcontractors submitted shall not be on the Disqualified Contractor List and the Federal Debarment List (Excluded Parties List System at www.epls.gov). Failure to supply this information timely and accurately may result in the contractor being placed in default and termination of the contract.

G. Prior to beginning work, the Contractor shall submit to the owner for approval all subcontractor(s) which will be used on the project. The owner shall provide initial approval of any subcontractor which is not on the Disqualified Contractor List and the Federal Debarment List (Excluded Parties List System at www.epls.gov). Once initial approval is granted, the subcontractor may begin work.

20. **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM:** The Owner promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services.

Disadvantaged Business Enterprises, as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The Contractor shall use their best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

21. **CONTRACT:** The contents of this RFP and all provisions of the successful proposal deemed pertinent by the Owner may be incorporated into a contract and become legally binding when approved and executed by both parties. Contents of the Contract may contain changes from the Owner's perspective as a result of the RFP process and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful Contractor's submittal and any additions or deletions made at the discretion of the Owner as a result of this RFP process. The Contract will be a standby contract for use in dealing with response to emergency situations. Work related to the Contract shall commence upon issuance of a Notice to Proceed. The Owner may terminate the contract for cause or convenience at any time.

22. **PROPRIETARY INFORMATION:** Proposers should be aware that the Request for Proposal and the responses thereto are in the public domain. However, the proposers may identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the Owner and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will also become the exclusive property of the Owner. The Owner has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal submitted does not affect this right.

23. **LICENSES AND CERTIFICATES:** A. The Owner reserves the right to require proof that a prospective Contractor is an established business operating in compliance with the Law. Local and State Business Licenses are required for this proposal.

B. Each Prospective Contractor shall be licensed and qualified to do business in its area of expertise. Each firm shall submit with their proposal a copy of and maintain the appropriate licenses and certificates during the term of any resulting contract, and any extensions.

C. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

D. The Proposer certifies that their company is a licensed General Contractor in the State of Louisiana. Proposer must submit a copy of the license with the proposal and be in good standing with State regulatory body. No specific designation is required, only that the company is properly licensed as a contractor.

E. Proposer certifies that proposer's organization and/or its subcontractor(s) is classified as an Oil Spill Removal Organization (OSRO) by the Coast Guard and maintains appropriate classification (M - W3) for all potential debris management specified in this RFP. This RFP requires River/Canal, Inland and Near Shore classifications. Classification must be kept in good standing for the duration of the Contract length.

F. Contractor must show its and/or its subcontractors qualifications in the handling of Hazardous materials and house hold hazardous waste. This can be demonstrated listing the company's and/or its subcontractor(s)'s employees and their respective Haz-Wopser licenses and asbestos licenses. Proposer must have qualified personnel currently employed to submit a proposal.

24. **CONTINUING THE WORK:** The Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Owner and Contractor may otherwise agree in writing.

25. **WAIVER OF CLAIMS:** Once any contract resulting from this RFP expires, or final payment has been requested and made, the respective Contractor shall have no more than ninety (90) calendar days to present or file any claims against the Owner concerning such contract and thereafter, such claim shall be deemed waived.

26. **CHANGE IN SCOPE OF WORK** A. The Owner may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by a written amendment to the contract signed by the Owner and Contractor. It is noted that this is a unit price contract, and nothing herein shall limit the number of units of work which may be required by a disaster. Once issued a Notice to Proceed (NTP), unless limited by area or amount, the Contractor shall proceed at the daily directive of the Owner with the entire work required hereunder.

B. If the Contractor believes that any particular work is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Parish's Representative in writing of this belief. If the Owner's Representative believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The Contractor may then assert its right to an adjustment under the terms and conditions set forth herein for claims.

C. The Owner reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RFP process for materials, products, services, and/or items similar in nature to those specified within this RFP for which requirements were not known or realized at the time of issuance of the RFP.

D. The Contractor shall commence performance on the date set forth in the Notice to Proceed, which date shall be determined by the Owner prior to, during or after any disaster. The Contractor will notify the Owner when \$100,000 in total costs is reached and request a meeting to gain approval, with a written notice to proceed, for any further debris removal activities. Without the written approval notice to proceed, all operations will cease at the \$125,000 limit. These actions should continue at each \$100,000 and \$125,000 increment.

E. The Contractor shall, after Notice to Proceed and with the Owner's direction, provide a work plan showing where operations will begin, and which streets/roads will be cleared on a daily basis. The plan will be updated each day of operation. Contractor shall provide a computerized daily update of progress, showing the streets cleared by web map, the volumes recovered, the location of crews, and the estimated percentage completion. Such program shall be web based and shall be accessible by the Owner with a password provided by Contractor or as an active website available without password to the public, as instructed by the Owner. Contractor shall provide examples of such work plan, their web-based programs, their plans for its use, and the hosting thereof in their proposal.

27. **USE OF PREMISES:** A. The Contractor shall assume full responsibility for any damage to any work areas or to the owner, homeowner, or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work. Contractor shall maintain a toll-free hotline answered 24 hours per day to professionally accept homeowner and other claims. Contractor shall provide in its proposal, a summary of and sample computerized documents exhibiting its complete claim resolution program to include computerized complaint logs, complaint report forms, site visit and inspection forms, and computerized resolution reporting forms and summaries for the Owner. Should any claim be made by any such owner or occupant because of accident, intentional act, the performance of the work, or for any other reason the cause of which is the Contractor or their Subcontractors, Agents or Employees, the Contractor shall promptly settle with such party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall provide a weekly computerized update of all claims and complaints and their disposition, both individually and in summary form.

B. During the progress of the work, the Contractor shall keep their sites free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish, and debris from and about the sites, as well as tools, appliances, equipment, machinery and/or surplus materials.

C. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.

D. No tracked equipment shall be allowed on public streets or Right of Way (ROW) without the written permission of the Owner.

28. **ESTIMATED QUANTITIES:** The Owner reserves the right to increase or decrease estimated quantities as required. Estimated quantities as shown within of this RFP are for estimating and proposal purposes only. It is understood by all Prospective Contractors that these are only estimated quantities, and the Owner is not obligated to purchase any minimum or maximum amount during the life of the contract. The actual volumes of any work can only be identified subsequent to a disaster, and as the work proceeds. The Contractor shall be required to perform all work required by the Contract regardless of volume.

29. **PERFORMANCE:** The selected Contractor shall perform the resulting contract in a timely fashion. If the disaster is such that it may reasonably be predicted in advance, Contractor shall have Management personnel within the Emergency Operations Center (EOC) 24-48 hours prior to the arrival of the disaster. If the disaster is such that the disaster could not be predicted, the Contractor shall have Management personnel within the EOC within 24 hours after the event. Contractor's Management personnel shall assist the Owner to plan a response, plan for the arrival of the event if possible, and to initiate the Emergency Pugh and initial debris removal and rescue operations. Contractor shall mobilize work crews and heavy equipment within such period of time as may be set forth within the Notice to Proceed. Crews shall be mobilized in a staggered fashion so as not to overwhelm the resources of the monitoring body. Contractor shall establish and provide a debris hotline for the public (to include residents, businesses, municipalities staff, etc.) to call to report locations/types of debris, answer questions, provide guidance, etc.

Contractor shall describe its mobilization program and past experience with such mobilization. Contractor should clearly exhibit experience in large previous compelling mobilizations, to multiple sites, with short time frames.

The payment and performance bond shall be subject to forfeiture for failure on the part of the successful bidder to perform its obligations under the contract. The bond must be provided within seven (7) days of written Notice to Proceed.

The payment and performance bond is to be secured from a surety or insurance company listed on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, with at least an A-rating in the latest printing of the A.M. Best's key rating guide, to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's key rating guide and is licensed in this State to write surety bonds.

31. **PAYMENT/INVOICES:** All Prospective Contractors must specify in their Proposal letter the exact company name and address which must be the same as shown on invoices submitted for payment. Contract payments shall be made in arrears within fifteen (15) days after approval of a billing statement for actual work done by the Contractor(s). All billing statements or invoices submitted for payment shall be original and should be sent to Livingston Parish Office of Homeland Security and Emergency Preparedness at the following address: Post Office Box 1060, Livingston, LA 70754.

Billing statements or invoices should include company name and address, locations of where work has been performed, reconciliation sheets for each day's work, and support documentation as required. Payment of contractor by parish is contingent upon the Parish being reimbursed by any private insurance company, local, state or federal government agency. The successful Contractor will be responsible for all work and/or debris deemed ineligible. In order for both parties herein to close their books and records, the contractor will clearly state "Final Invoice" on the contractor's final/last billing to the Parish. This certifies that all services have been properly performed and all charges and cost have been invoiced to the Parish.

Invoices submitted for payment shall be accompanied by an electronic worksheet, in Microsoft Excel format, which includes information contained in the approved worksheets and/or debris ticket. The final format of the daily worksheet and information to be contained will be approved and agreed upon by the Contractor and the Contract Administrator. Any discrepancies between the Owner's records and the Contractor's submittals must be rectified, to Owner's satisfaction, by the Contractor, before payment on those items will be made by the Owner. Contractor shall computerize all tickets daily and present to the Owner as a summary reconciliation document within (48) hours of the daily completion of the work. Contractor shall note that thousands to tens of thousands of tickets may be produced per day and Contractors plans and computer program must encompass such potential volumes. Contractor should provide sample forms and program formats; describe their data processing experience, their data management center (if any), their data management programs and procedures and their key data management personnel in their proposal.

Owner and Contractor shall meet daily (within 48 hours of the issuance of the tickets) to reconcile tickets and work performed. Contractor shall revise the computerized reconciliation sheets with any corrections discovered and re-present a corrected Daily Reconciliation sheet to the Owner for signature within twenty-four (24) hours thereafter. Both the Owner and the Contractor shall execute each Daily Reconciliation sheet after being verified as correct. Such Daily Reconciliation sheets shall then become the basis for billing documentation.

32. **RECORDS AND RIGHT TO AUDIT:** The Contractor shall maintain adequate records, documents, and information to justify all charges, expenses and costs incurred in performing the work for at least five (5) years after completion of this contract. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection, reproduction, audit, and/or during normal business hours, at the Owner's expense, upon five (5) days prior written notice.

33. **SAFETY:** The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state, and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this contract. The Contractor, directly or through its subcontractors, shall erect and properly maintain, at all times, as required by the conditions and progress of the work, necessary safeguards for the safety and protection of the public, including securing areas, posting danger signs, placarding, labeling, or posting other forms of warning against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation, and/or removal of bio-solids, bio-hazardous waste, or any hazardous or toxic materials, trash debris, refuse, or waste, the Contractor, its subcontractor(s) and their employees shall be trained and certified as required in the proper handling, use and care of equipment, materials, and hazardous operations, and shall exercise the utmost care and perform such activities under the supervision of properly qualified and/or competent personnel. Monitoring personnel vehicles are to be part as to not impede flagging, debris removal operations or the flow of traffic. Penalties for failure to follow above mentioned safety guidelines may result in, at the discretion of the Owner, fines totaling \$2,000.00 per infraction.

34. **INSURANCE REQUIREMENTS:** A. Prior to the time Contractor is entitled to commence any part of the project, work or services, Contractor shall procure, pay for, and maintain at minimum the following insurance coverage's with the stated limits or greater. Said insurance shall be evidenced by delivery to the Owner of (1) certificates of insurance executed by the insurer's listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the Owner, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract and any additional extensions. In addition, the Owner reserves the right to request physical evidence of this coverage by requesting the policy declaration page, and/or an stoppped from the agent and/or company verifying the coverage is and/or has been continually in effect.

The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:

- 1. **Commercial General Liability** - in the amount of five million dollars (\$5,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting contractor or shall be at least twice the required occurrence limit.
- 2. **Comprehensive Automobile and Water Vehicle Liability** - covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of one Million dollars (\$1,000,000.00) per occurrence combined single limit / Any Auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
- 3. **Worker's Compensation** - Proposer shall provide a policy with employers liability coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Owner. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice.

Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.

A. **Conditions:** Each insurance policy shall include the following conditions by endorsement to the policy:

- 1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverage's or limits, a notice thereof shall be given to the Owner by certified mail to: Contractor shall also notify the Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
- 2. Companies issuing the insurance policy, or policies, shall have no recourse against the Owner for payment of premiums.
- 3. The term "Owner" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the Parish and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Owner.
- 4. Owner shall be named as an additionally insured on all policies of insurance. The policy clause "Other insured" shall not apply to any insurance coverage currently held by the Owner to any such future coverage, or to the Owner's Self-Insured Retentions as, if any, of whatever nature.

B. **Subrogation:** Contractor hereby waives subrogation rights for loss or damage against the Owner.

35. **LIQUIDATED DAMAGES:** Failure of the Contractor to comply with the requirements set forth in the Notice to Proceed may be subject, at the Owner's discretion, to liquidated damages in the amount of \$1,000.00 per day, per unaccounted item listed in the Notice to Proceed. This may include equipment, personnel, timeframe to begin, etc.

36. **PUBLIC ENTITY CRIMES:** All Proposers are hereby notified that a person or affiliate, who has been placed on the convicted vendor list, or the Federal suspension and/or debarment list, may not submit a proposal under this Request for Proposal. By submitting this Proposal, the Proposal Contractor certifies that they are not suspended or debarred nor does their submittal violate the provisions of this paragraph.

37. **CONFLICT OF INTEREST:** The Contractor shall promptly notify the Contract Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such person may undertake, and request an opinion of the Owner as to whether the association, interest, or circumstance would, in the opinion of the Owner, constitute a conflict of interest. The Owner shall respond to such notification by certified mail within thirty (30) days.

BY SUBMITTING THIS PROPOSAL, THE CONTRACTOR CERTIFIES THAT THEY HAVE NO CONFLICT WITH ANY EMPLOYEE, AGENT, ELECTED OFFICIAL OR OFFICER OF OWNER, NOR ANY OTHER CONFLICT AS MAY BE SET FORTH HEREIN.

38. **COLLUSION:** More than one Proposal from an individual, firm, partnership, corporation, association and/or related parties under the same or different names will not be considered. If the Owner believes that collusion exists among Proposers, all Proposals from the suspect firms will be rejected. Related parties mean Prospective Contractors or the principals thereof, which have a direct or indirect ownership and/or profit-sharing interest in another Prospective Contractor or Pro-Proposer.

Prospective Contractors shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and all resulting contract(s).

Prospective Contractors, by responding to this RFP, certify that such response is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

39. **PROTEST PROCEDURE:** A. **PROPOSAL PROTESTS:** Any actual or prospective bidder/proposer, who is allegedly aggrieved in connection with the issuance of a proposal package or pending award of a contract, may protest to the Owner.

B. **REQUIREMENTS TO PROTEST:** a) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 pm on the fifth full business day after issuance of the proposal package. b) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 pm on the fifth business day after the posting of either the contract award recommendation of the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

c) A formal written protest is considered filed with the Owner when the Contract Administrator receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the proposer.

C. **SOLE REMEDY:** These procedures shall be the sole remedy for challenging the content of this RFP or the award of a contract. Prospective Contractors are prohibited from attempts to influence, persuade, or promote a proposal protest through any other channels or means. Such attempts shall be cause for suspension of the offending party's proposal and protest.

D. **AUTHORITY TO RESOLVE:** The Contract Administrator shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 pm on the fifth business day after the filing thereof.

E. **REVIEW OF CONTRACT ADMINISTRATOR'S DECISION:** The protesting party may request a review of the Contract Administrator's decision by delivering a written request by 5:00 pm on the fifth full business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the proposer deems relevant to the issues raised in the request for review. If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the Contract Administrator shall immediately cancel or revise the solicitation or award as the Contract Administrator may deem appropriate.

decision shall be final and conclusive as to the Owner unless any further action is taken by the party making the original protest.

F. **STAY OF PROCUREMENT DURING PROTESTS:** There shall be no stay of procurement during protests.

40. **AWARD AND TERM:** The Owner reserves the right to award a contract or contracts to the Contractor(s) that the Owner deems to offer the best overall proposal. The Owner is therefore not bound to accept a proposal on the basis of lowest price. In addition, the Owner, at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, or to re-advertise with either the identical or revised specifications, if it is deemed in the best interest of the Owner to do so. The Owner also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the Owner's best interest. At the discretion of the Owner, the successful Contractor(s) may be awarded a contract for one (1) year with two (2) subsequent one (1) year renewals permissible, upon mutual written agreement and, approval of Owner.

41. **JURISDICTION:** This Request for Proposal and any resulting Contract shall be general by the Laws of the State of Louisiana.

SCOPE OF WORK: The Parish of Livingston is requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the Parish for the following services. Contractors shall provide clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the Parish in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improve public or private property and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance to Parish officials. One or more proposers may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. At the discretion of the Owner, the successful Contractor(s) may be awarded a contract for one (1) year with two (2) subsequent one (1) year renewals permissible, upon mutual written agreement and, approval of Owner.

The work to be undertaken includes, but is not limited to:

- A. Coordinating daily briefings, work progress, staffing, and other key items with the Parish.
- B. Scheduling work for team members and contractors on a daily basis.
- C. Hiring, scheduling, and managing field staff.
- D. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- E. Development of maps, GIS applications, etc. as necessary.
- F. Accurately measure and certify truck capacities (recertify on a regular basis).
- G. Properly and accurately complete and physically control load tickets (in tower and field).
- H. Ensure that trucks are accurately credited for their load.
- I. Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed - not compacted).
- J. Validate hazardous trees, including hangers, leaners, and stumps.
- K. Ensure that hazardous waste are not mixed in loads.
- L. Ensure that all debris is removed from trucks at Debris Management Sites (DMS).
- M. Report if improper equipment is mobilized and used.
- N. Report if contractor personnel safety standards are not followed.
- O. Report if general public safety standards are not followed.
- P. Report if completion schedules are not on target.
- Q. Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible).
- R. Assure that force account labor and/or debris contractor work is within the assigned scope of work.
- S. Monitor site development and restoration of DMSs.
- T. Report to supervisor if debris removal work does not comply with all the local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
- U. Record the types of equipment used.
- V. Record the hours equipment was used, include downtime of each piece of equipment by day.
- W. Comprehensive review, reconciliations, and validation of debris removal contractor(s) invoices prior to submission to the Parish for processing.
- X. Project worksheet and report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by Parish staff and designated debris removal contractors.
- Y. Final report

* Livingston Parish is going to/has the responsibility of acquiring the DMS and the permitting/regulatory issues associated.

The costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I). Proposers shall have proven experience with overall management and FEMA requirements, rules, and regulations to qualify for this scope.

LABOR RATES

Personnel Description	Hourly Rate
Project Manager	
Operations Manager	
GIS Analyst	
Environmental Specialist	
Field Supervisors	
Data Manager	
Debris Site/Tower Monitors	
Crew Monitors	
Load Ticket Entry Clerk	
Project Coordinators	

Proposer's Logo
PROPOSAL FORM
Date: _____

To: Livingston Parish Office of Homeland Security and Emergency Preparedness
Attention: Shannon D. Dyer, Deputy Director
Post Office Box 1060
Livingston, LA 70754

Re: Request for Proposal STANDBY CONTRACT FOR DISASTER DEBRIS MONITORING AND MANAGEMENT SERVICES

- 1. The undersigned, having carefully and to our full satisfaction examined the RFP Documents for: DISASTER DEBRIS MONITORING AND MANAGEMENT SERVICES hereby proposes to furnish the required services in accordance with this Proposal.
- 2. By submission of this Proposal, the undersigned certifies, and in the case of a joint Proposal, each party hereto certifies as to his own organization and the joint venture, that this Proposal is made in good faith and has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Proposal with any other Proposer.

Submitted by: _____
Title: _____
Authorized Signature: _____
Company Name (Print) _____
Phone _____
Company Address (Print) _____
City, State, Zip Code (Print) _____
Federal Tax I.D. Number _____
Phone/Fax Number (include area code) _____

(Corporate Seal)

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