

LEGALS

ST. CHARLES PARISH PUBLIC NOTICES



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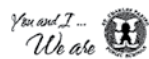


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PUBLIC NOTICE



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

Sealed bids are requested by St. Charles Parish School Board from general contractors for construction of:

**New Wing Addition
Luling Elementary School
LULING, LOUISIANA**

Bids will be received at the **St. Charles Parish School Board**, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at **2:00 P.M., LOCAL TIME, Tuesday, October 14, 2014**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

Complete Bidding Documents which include the proposed Contract Documents may be obtained from the Architect – Campo Designs - Architects, 105 Ducayet Drive, Destrehan, LA 70047 (985) 764-8959 upon payment of a deposit of \$150.00 cash for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders. Bidding documents are also available at www.stcharles.k12.la.us under "Quick Links," select "Online Bids, RFP's, etc."

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

Bids must be accompanied by a bid security at least equal to five percent (5%) of the base bid and all additive alternates in the form of a certified check, cashier's check or bid bond. The successful bidder will be required to furnish a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the contract amount.

Contract, if awarded, will be on the basis of the lowest responsive and responsible bidder, if within the budget. No bid may be withdrawn for a period of 45 days after bid opening except as provided by law.

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

D. REJECTION OF BIDS

St. Charles Parish School Board reserves the right to award the project on whatever basis is in the interest of the Owner and to accept or reject any or all bids and to waive technicalities and informalities as allowed by law.

E. PRE-BID CONFERENCE

A **PRE-BID CONFERENCE** will be held at the site, **Luling Elementary School, 904 Sugarhouse Road, Luling, LA on Tuesday, September 30, 2014, at 10:00 a.m.** Attendance at this pre-bid conference is **mandatory and required to submit a bid.**

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: Thursday, September 11, 2014
Thursday, September 18, 2014
Thursday, September 25, 2014

St. Charles Parish Public Schools
John W. Robichaux, President
Felecia Gomez-Walker, Superintendent
13855 River Road, Luling, LA 70070

PUBLIC NOTICE

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of St. Charles Parish Animal Shelter Emergency Stand-by Generator & Project No. FEMA-1603-DR-LA-0079 as follows:

Owner: **St. Charles Parish**

Project Title: St. Charles Parish Animal Shelter Emergency Stand-by Generator

Project No.: FEMA-1603-DR-LA-0079

Principal Work Location: St. Charles Parish Animal Shelter, 921 Rue La Cannes, Luling, LA 70070

Description of Basic Work: The Contract Work comprises of installing a 200kW Emergency Generator to power all requirements for the St. Charles Parish Animal Shelter building while minimizing power down time to the building, not to exceed 4 hours.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL, c/o Council Records Office, P.O. Box 302, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered to the St. Charles Parish Court House, Council Records Office--2nd Floor, 15045 River Rd., Hahnville, LA 70057, or electronically submitted at www.centralbidding.com, **no later than 11:00 a.m. local time on October 9, 2014.** Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Huseman & Associates, LLC, 3925 North I-10 Service Rd. Suite 201-B Metairie, LA 70002.

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

Complete Bidding Documents for this project are also available in electronic form and may be obtained without charge and without deposit from Huseman & Associates FTP site. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to the Engineer at:

Huseman & Associates, LLC.
3925 N. I-10 Service Road
Suite 201-B
Metairie, LA 70002
Telephone: 504-456-3119
E-mail: marks@husemanllc.com

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on Wednesday, September 24, 2014 at 9:30 a.m. at the St. Charles Parish Animal Shelter, **921 Rue La Cannes, Luling Louisiana 70070.** Attendance of the Pre-Bid Conference is Mandatory, including all Subs.

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

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

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

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

St. Charles Parish Council
V. J. St. Pierre, Jr., Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
September 11, 2014
September 18, 2014
September 25, 2014
October 2, 2014

St. Charles Parish Website
Central Auction House

PUBLIC NOTICE

The Housing Authority of St. Charles Parish is currently accepting applications for the position of Executive Director

The Housing Authority of St. Charles Parish (HASP), a troubled status PHA located in Louisiana seeks a qualified individual for the position of Executive Director. The successful candidate will provide overall leadership for the administration management for the Housing Authority of St. Charles Parish, Louisiana, as approved by the Board of Commissioners. The Executive Director will be responsible for managing physical assets of HASP to ensure efficient operations and program compliance while maximizing return and meeting HASP's objectives. Under the general supervision of the Board of Commissioners, the Executive Director will be responsible for the overall budgetary, planning, organizing, staffing, monitoring, and reporting functions of every aspect of the Housing Authority and assures the smooth day to day operation of each department.

Qualifications include a Bachelor's degree from an accredited college or university in Business Administration, Public Administration, or related field; six or more years of progressively responsible experience with a minimum of three years of experience in the development of government subsidized housing at an executive level; proven history of improving the financial and governance of troubled housing authority; one of the following: Public Housing Manager Certification, Multi-Family Certification, HQS Certification and UPCS Certification; and experience working with HUD grant programs to build new housing developments.

Salary Range: \$75,000 – 90,000

Please submit a letter of interest, resume, and salary history to:

St. Charles Parish Housing Authority
Attn: Tyrell Cornwell, Chairperson
hascpsearch@gmail.com

This position is open until filled. Please visit www.stcharlesgov.net for the full job description.

Reference:
Location: St. Charles Parish, LA
Employer: St. Charles Parish Housing Authority
Contact: Tyrell Cornwell
URL: www.stcharlesgov.net

Publish September 18, 25, October 2 & 9, 2014

PUBLIC NOTICE

ADVERTISEMENT TO BID

ST CHARLES PARISH LIBRARY

(1) NEW AND CURRENT FULL SIZE NISSAN NV-CARGO VAN WITH HIGH ROOF

Sealed Bids will be received by the St Charles Parish Library, 160 West Campus Dr. Destrehan, LA 70047 until 10:00 A.M. local time on Thursday, October 9, 2014, AND DIGITAL BIDS MAY BE SUBMITTED AT centralbidding.com for NEW AND CURRENT FULL SIZE NISSAN NV-CARGO VAN WITH HIGH ROOF (see bid form and detailed specifications at WWW.CENTRALBIDDING.COM) or at www.myscp.org/bids.html. Any bid received after closing time will be returned unopened. Bids will be publicly opened and read aloud October 9, 2014 at 10:00 A.M. local time in small meeting room at 160 W. Campus Dr. Destrehan, LA 70047. For questions regarding electronic bid process, call 225-810-4814.

BID SHOULD BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE:

"Nissan Van"

ST. CHARLES PARISH LIBRARY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. THESE BID SPECIFICATIONS HAVE BEEN PREPARED BY OUR OFFICE, SETTING FORTH THOSE ITEMS DEEMED NECESSARY BY OUR PERSONNEL. THEY ARE NOT INTENDED TO BE RESTRICTIVE OR DISCRIMINATORY IN ANY MANNER WHATSOEVER. ANY DEVIATION FROM THE BID SPECIFICATIONS MUST BE PRE-APPROVED PRIOR TO THE BID OPENING.

ST. CHARLES PARISH LIBRARY

DIRECTOR'S OFFICE

160 West Campus Dr.

DESTREHAN, LA 70047

BID ADVERTISED:

ST. CHARLES HERALD GUIDE

Week of September 18, 2014

Week of September 25, 2014

PUBLIC NOTICE

ST. CHARLES PARISH SCHOOL BOARD

ADVERTISEMENT FOR BID

Sealed bids will be received by the St. Charles Parish School Board, 13855 River Road, Luling, Louisiana 70070, online at www.stcharles.k12.la.us under quick links (online bids, RFP's, etc.) until 2:00 P.M., Tuesday October 21, 2014, on a **10 YEAR LEASE - PURCHASE AGREEMENT FOR UP TO FIVE (5) NEW (2015) 65 PASSENGER BODY AIR CONDITIONED SCHOOL BUSES.** ALL BIDS SHALL BE EITHER HAND DELIVERED, SENT BY REGISTERED OR CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED OR SUBMITTED ONLINE AT www.stcharles.k12.la.us UNDER QUICK LINKS (ONLINE BIDS, RFP'S, ETC.)

Additional information and specifications will be furnished free of charge to prospective bidders upon request by contacting Wayne Gassen at the St. Charles Parish School Board Transportation Department, 13855 River Road, Luling, Louisiana 70070, by phone at (985) 785-7210, or by email at wgassen@stcharles.k12.la.us

Each bid shall be sealed in an envelope with the Bidder's name and address indicated in the upper left-hand corner and clearly marked on the outside as follows, **"10 YEAR LEASE - PURCHASE AGREEMENT FOR UP TO FIVE (5) NEW (2015) 65 PASSENGER BODY AIR CONDITIONED SCHOOL BUSES."** ALL BIDS SHALL BE EITHER HAND DELIVERED, SENT BY REGISTERED OR CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED OR SUBMITTED ONLINE AT www.stcharles.k12.la.us UNDER QUICK LINKS (ONLINE BIDS, RFP'S, ETC.)

At time and place stated above, all bids on hand will be publicly opened and read aloud. Any bid received after date and hour shown above will be returned unopened to the bidder.

EACH SEALED BID SHALL BE ACCOMPANIED BY A BID BOND, CERTIFIED CHECK, CASHIER'S CHECK, OR MONEY ORDER IN THE AMOUNT OF NOT LESS THAN 5% OF THE TOTAL BID SHOWN ON THE BID FORM. BIDS WILL NOT BE CONSIDERED UNLESS THE REQUIRED CHECK OR BID BOND IS ATTACHED.

The St. Charles Parish School Board reserves the right to reject any and all bids, and to waive all informalities.

ST. CHARLES PARISH SCHOOL BOARD
Felecia Gomez-Walker, Superintendent
13855 River Road
Luling, Louisiana 70070

To be published in the ST. CHARLES HERALD-GUIDE three (3) times as follows:

1st Printing – September 18, 2014
2nd Printing – September 25, 2014
3rd Printing – October 2, 2014

PUBLIC NOTICE

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON OCTOBER 2, 2014 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR THE FOLLOWING CASES:
TABLED CASE: PZSPU-2014-12 requested by **AMH Investments** for special permission for outdoor storage associated with ASAP Tree Service on a portion of Lot 29-A of Almedia Plantation **10489 Airline Drive, St. Rose**, Zoning District C-3. Council District 5.
PUBLIC HEARINGS: PZS-2014-41 requested by **Lloyd Frickey** for subdivision of the east ½ of Lot 13 of Addition to Mosella Subdivision into Lots 13-A and 13-B in Section 37, T14S R20E, **(14345 Hwy 631)**, near Paradis. Zoning District R-1A(M). Council District 4.
PZR-2014-14 requested by **Deborah & Robert Kinler** for a change in zoning classification from CR-1 to R-3 and the adjacent 20.65' portion of lot 103 of Lakewood West Subdivision, **(133 Lakewood Drive) Luling**, Council District 7.
PZR-2014-15 requested by **Charmaine Alario** for a change in zoning classification from R-1A to R-1A(M) on Lot 4A of Lot 7 Subdivision in New Sarpy **(157 Troclair Lane)**, Council District 6.
PUBLISH 9/18, 9/25, 10/2

PUBLIC NOTICE



ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
(985) 783-5000 • Website: www.stcharlesparish-la.gov

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:

11:00 A. M., THURSDAY, OCTOBER 09, 2014

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 250, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 2ND FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: www.centralbidding.com FOR:

HOME REHABILITATION PROGRAM

DETAILED SPECIFICATIONS MAY BE PICKED UP OR MAILED BY CONTACTING COURTNEY SAUCIER AT COMMUNITY SERVICES AT 985-764-7944, MONDAY - FRIDAY, 8:30 AM TO 4:30 PM. BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT <http://www.centralbidding.com>.

BID SHOULD BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE: "DENOTING APPROPRIATE BID ITEM"

ST. CHARLES PARISH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. THESE BID SPECIFICATIONS HAVE BEEN PREPARED BY OUR OFFICE, SETTING FORTH THOSE ITEMS DEEMED NECESSARY BY OUR PERSONNEL. THEY ARE NOT INTENDED TO BE RESTRICTIVE OR DISCRIMINATORY IN ANY MANNER WHATSOEVER. PLEASE NOTIFY THE PROCUREMENT OFFICE IN WRITING PRIOR TO OPENING BIDS OF ANY DEVIATION FROM THIS POLICY.

ST. CHARLES PARISH PROCUREMENT OFFICE
P. O. BOX 302
HAHVILLE, LA 70057

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
SEPTEMBER 18, 2014
SEPTEMBER 25, 2014

PUBLIC NOTICE

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, OCTOBER 6, 2014, 6:00 P.M., COURTHOUSE CHAMBERS, HAHNVILLE:

2014-0308 (9/15/14, Schexnaydre)
An ordinance to provide for the installation of an additional "ALL-WAY" STOP sign at the intersection of River Village Drive and Live Oak Drive in Destrehan.

2014-0312 (9/15/14, St. Pierre, E. Matherne)
An ordinance approving and authorizing a Home Occupation under the operation of Todd and Corrine Gray - "TC Commercial Enterprise, LLC" d/b/a Kona Ice," a mobile sno-ball business - at 23 Weinnig Drive, Luling.

2014-0313 (9/15/14, St. Pierre, E. Matherne)
An ordinance to approve a subdivision of portion of ground in Cravasse, Good Hope and Prospect Plantations into Lots 1-A, 1-B and 1-C, located at 14694 Airline Drive, New Sarpy, with a waiver on the hard surface requirement for Lot 1-C.

2014-0314 (9/15/14, St. Pierre, E. Matherne)
An ordinance to approve a subdivision of Lot 20 of Pecan Grove Subdivision into Lots 20A & 20B, located at Section 6, T13S R8E, St. Rose, St. Charles Parish, LA, with a waiver on the hard surface for Lot 20B.

2014-0315 (9/15/14, St. Pierre, L. Vial)
An ordinance to approve and authorize the execution of Right-of-Way and Servitude Agreements and Temporary Road Access Agreement to Enterprise TE Products Pipeline Co., LLC.

2014-0316 (9/15/14, St. Pierre, S. Scholle)
An ordinance to approve and authorize the execution of a Construction Contract with Zimmer-Eschette Service II, LLC for Project No. P131001, Sunset Drainage Building Rehabilitation Project in the amount of \$71,982.00.

2014-0317 (9/15/14, St. Pierre, S. Scholle)
An ordinance to approve and authorize the execution of a contract with Thigpen Construction Company, Inc. for the construction of Parish Project No. P111002-10, Spillway Road Maintenance, with Bid in the amount of \$410,326.70.

2014-0318 (9/15/14, St. Pierre, S. Scholle)
An ordinance to approve and authorize the execution of a contract with Barriere Construction Co., LLC for the construction of Parish Project No. P111002-15, Road Maintenance 2014, with Base Bid and Alternate No. 1, in the amount of \$1,265,580.00.

2014-0319 (9/15/14, St. Pierre, S. Scholle)
An ordinance to approve and authorize the execution of a contract with BLD Services, LLC, for Parish Project No. P090301; Fairfield and Oakland Conveyance and Pump Station Upgrades, with a Bid in the amount of \$749,050.00.

2014-0320 (9/15/14, St. Pierre, B. Boe)
An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement between St. Charles Parish and the Sunset Drainage District to define the respective rights, duties, responsibilities, and liabilities.

**PUBLISH: September 18, 25, 2014
October 2, 2014**

PUBLIC NOTICE

PUBLIC NOTICE

The St. Charles Parish Coastal Zone Advisory Committee will meet on **Thursday, September 25, 2014** at 6:30 p.m. The meeting will be held in the **Council Chambers** on the second floor of the St. Charles Parish Courthouse in Hahnville. The following topics will be discussed:

Permits on review:

Applicant: **HOUSTON ENERGY OPERATING, LP** c/o Tim Morton & Associates, Inc.

Location: **Saint Charles Parish, LA;** Riverbend Prospect Well @ Lat. 29° 53' 50.2"N / Long. 90° 19' 48.6" W; X= 2,317,889 / Y= 448,882; Section 43, 45, T13S-R21E; Section 40, T14S-R21E; Near Boutte, LA.

Activity: Propose to clear and grade an area to construct a boarded entrance for an access road (3,100 linear feet), widen 800 linear feet of an existing levee road, and construct a 275 foot by 375' ring leveed area for the purpose of preparing a site to drill the Riverbend Prospect Well. A total of 8,675 cubic yards of material will be hauled in and used for construction of the ring levee and widening the road levee. Approximately 2.37 acres of wooded wetlands will be impacted as a result of the proposed project.

Publish September 18 & 25, 2014

PUBLIC NOTICE

ST. CHARLES PARISH SCHOOL BOARD

ADVERTISEMENT FOR BID

Sealed bids will be received by the St. Charles Parish School Board, 13855 River Road, Luling, Louisiana 70070, online at www.stcharles.k12.la.us under quick links (online bids, RFP's, etc.) until 2:00 P.M., October 21, 2014, on up to FIVE (5) NEW (2015) 65 PASSENGER BODY AIR CONDITIONED SCHOOL BUSES TO INCLUDE ONE (1) BUS EQUIPPED TO TRANSPORT SPECIAL NEEDS STUDENTS.

Additional information and specifications will be furnished free of charge to prospective bidders upon request by contacting Wayne Gassen at the St. Charles Parish School Board Transportation Department, 13855 River Road, Luling, Louisiana 70070, (985) 785-7210.

Each bid shall be sealed in an envelope with the Bidder's name and address indicated in the upper left-hand corner and clearly marked on the outside as follows, "BID ON UP TO FIVE (5) NEW (2015) 65 PASSENGER BODY AIR CONDITIONED SCHOOL BUSES TO INCLUDE ONE (1) BUS EQUIPPED TO TRANSPORT SPECIAL NEEDS STUDENTS." ALL BIDS SHALL BE EITHER HAND DELIVERED, SENT BY REGISTERED OR CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED OR SUBMITTED ONLINE AT www.stcharles.k12.la.us UNDER QUICK LINKS (ONLINE BIDS, RFP'S, ETC.)

At time and place stated above, all bids on hand will be publicly opened and read aloud. Any bid received after date and hour shown above will be returned unopened to the bidder.

EACH SEALED BID SHALL BE ACCOMPANIED BY A BID BOND, CERTIFIED CHECK, CASHIER'S CHECK, OR MONEY ORDER IN THE AMOUNT OF NOT LESS THAN 5% OF THE TOTAL BID SHOWN ON THE BID FORM. BIDS WILL NOT BE CONSIDERED UNLESS THE REQUIRED CHECK OR BID BOND IS ATTACHED.

The St. Charles Parish School Board reserves the right to reject any and all bids, and to waive all informalities.

ST. CHARLES PARISH SCHOOL BOARD
Felecia Gomez-Walker, Superintendent
13855 River Road
Luling, Louisiana 70070

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- 1st Printing - September 18, 2014
2nd Printing - September 25, 2014
3rd Printing - October 2, 2014

PUBLIC NOTICE

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Dunleith Canal Stabilization - Phase 4, Parish Project No. P081102-5 as follows:

Owner: St. Charles Parish

Project Title: Dunleith Canal Stabilization Phase 4

Project No.: P081102-5

Principal Work Location: The Contract work will be located in the Dunleith Canal in the Ormond Subdivision of Destrehan, on the East Bank of St. Charles Parish, Louisiana.

Description of Basic Work: The Contract Work generally comprises furnishing and installing sheet piling, clearing and grubbing, backfilling, sodding, hydro-seeding, and removal of existing damaged timber bulkhead.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, P.O. Box 302, 15045 River Road, Courthouse, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, no later than 10:00 a.m. local time on October 27, 2014. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Evans-Graves Engineers, Inc., located at One Galleria Boulevard, Suite 1520, Metairie, LA 70001.

A payment of \$50.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the L.A.R.S.38-2212(A)(e).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on October 14, 2014 at 10:00 a.m. at the St. Charles Parish Department of Public Works and Wastewater, 100 River Oaks Dr., Destrehan, Louisiana. Attendance of the Pre-Bid Conference is Non Mandatory.

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

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

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

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

St. Charles Parish Council
V. J. St. Pierre, Jr., Parish President

Advertisement Source and Dates:

- St. Charles Herald Guide
St. Charles Parish Website
Central Auction House
The Daily Journal of Commerce
Times Picayune
The Advocate
McGraw-Hill Dodge of Hot Springs
ISQFT

- Thursday, September 25, 2014
Thursday, October 02, 2014
Thursday, October 09, 2014

PUBLIC NOTICE

"The Secretary of the Louisiana Department of Wildlife and Fisheries as Administrator of the Louisiana Natural and Scenic Rivers System is currently considering the application of Texas Petroleum Investment Company. This application is for the dredging of an existing slip and a permit to install a drilling barge for drilling the G Fault prospect adjacent to Bayou Des Allemands. The decision to grant or deny this permit in the public interest will be based on an evaluation of the probable impacts of the proposed activity near Bayou Des Allemands."

Publish: September 25, 2014

PUBLIC NOTICE

IN RE: 28th JUDICIAL DISTRICT COURT

DRAWING OF JURY PANEL PARISH OF ST. CHARLES

FILED: August 6, 2014 Dy. Clerk: Aileen Jeffrey

PER CURIAM

IT IS ORDERED BY THE COURT, that the Clerk of the 28th Judicial District Court and in his capacity of Jury Commissioner in and for the Parish of St. Charles at the Clerk's Office at the Courthouse in Hahnville, Louisiana, Parish of St. Charles on Wednesday, August 06, 2014 and then and there, draw with the aid of a properly programmed computer the following:

Thirty jury panels, with the first being the upcoming grand jury panel and the remainder being numbered sequentially and used thereafter as criminal or civil jury panels are required to be summoned.

Said Petit Jury Venire to report as requested by future orders of the court.

Each Jury Venire drawn as ordered above shall be placed in an envelope, sealed and properly marked and identified in accordance with law.

No Petit and Civil Juror shall be summoned nor notified for Jury Duty until so ordered by the Court.

Granted this 6th day of August, 2014

C. J. Walker
JUDGE

STATE OF LOUISIANA
TWENTY-NINTH JUDICIAL DISTRICT COURT
PARISH OF ST. CHARLES

PROCES VERBAL - DRAWING OF JURIES

BE IT KNOWN AND REMEMBERED that on the 6th day of the month of August, in the year of our Lord Two Thousand and FOURTEEN.

Pursuant to law and in and for the Parish of St. Charles, State of Louisiana duly signed on the 6th day of AUGUST, 2014, duly and regularly cited to my attention.

I, Clerk of Court Lance Marino and in my capacity of Jury Commissioner, sworn and qualified as such in and for the Parish of St. Charles, State of Louisiana.

Did, on the day and hour designated in said order, appear in the Parish of St. Charles, in the Office of the Clerk of Court, in said Parish, at Hahnville, Louisiana and then and there proceeded in accordance with the law and orders of the Judges of the 29th Judicial District Court, to draw with the aid of a properly programmed computer, the names of persons possessing the qualifications to serve as Grand Jurors/Jurors, for the sessions of Court from - October 01, 2014 - March 31, 2015.

Having placed the names of the foregoing persons drawn as Jurors in an envelope, we signed the same and endorsed and labeled it "LIST OF JURORS NO. 1-B through NO. 30-B".

Whereupon having placed the labeled envelopes in the custody and keeping of the Clerk of said Court for use at the upcoming ensuing sessions of Court and subject to the orders of the District of Judges.

IN FAITH WHEREOF, I signed this process verbal of the drawing of Juries made at this time, on the 6th day of August, 2014.

Lance Marino
CLERK OF COURT, EX-OFFICIO
JURY COMMISSIONER

The names of the following persons were drawn to serve as Petit Jurors for Jury Number 6-B, for the session of said Court beginning Tuesday, November 18, 2014, at 9:00 a.m. - Division "D"

The names are as follows, to wit:

- 1 ALEXANDER, STEPHANIE ANITA
2 ANDRUS, JOSEPH H
3 AUBERT, KENNETH SR
4 AUCCOIN, LANIEE ELIZABETH
5 AUSTIN, SHIMYRA POSEY
6 BAILEY, REON RAYMOND
7 BALDWIN, GALVIN J JR
8 BALLARD, DWAYNE AARON
9 BARRE, LANELL MICHELLE
10 BARRIOS, BEVERLY ERICKSON
11 BAUDOIN, ANGELA MARIE
12 BAUDRY, DAVID ALBERT
13 BENNETT, COLLEEN MAY
14 BIVONA, DONNA KELLER
15 BOLDEN, MITCHEL JR
16 BORHE, ROGER JOSEPH JR
17 BOSSIER, RUBEN DAVID
18 BOUDREAU, DIANE B
19 BOUDREAU, JOSEPH NICHOLAS
20 BOUDREAU, TROY VILCE
21 BRADY, ROXANNE OUBRE
22 BRANT, RANDY LYNN
23 BREAU, JUSTIN MARK
24 BROUILLETTE, ERROL R JR
25 BROWN, DAISY ANDREA
26 BROWN, DEISHALL DEVEREAUX
27 BUCKWALTER, TAMMY LEE
28 CANDIES, PAUL B II
29 CANNOLAS, DAVID KEITH JR
30 CARMOUCHE, ALLEN BERNARD JR
31 CAZALOT, ALYSIA MARIE
32 CHARLEBOIX, AMY LOUISE
33 CHEEK, BONNIE ROCHELLE
34 CLUIE, MABLE SAVOIE
35 COJOE, STEVEN TROY
36 COOPER, JAMES A
37 CORSO, EDITH S
38 COUSIN, TROYA ANTHONIA
39 CRUTTI, GLEN L
40 DAVIS, TRINECE MARIE
41 DEANS, STACY C
42 DECKER, CHERIE GUTIERREZ
43 DEROUCHE, LARRY M
44 HODGE III, JOHN E III
45 HOWARD, TRACEY DIANE
46 HUGHES, GEORGIA JACKSON
47 HYMEL, DUMAS V
48 HYMEL, JOHN J
49 JACKSON, GRACE INEZ
50 JAMES, JOHN M
51 JIMMERSON, FELICIA TERREL EVANS
52 JOHNSON, LUCILLE
53 JONES, CHRISTOPHER JOSEPH
54 JONES, ROBERT ANTHONY
55 JOSEPH, LATHERIO ANTHONY JR
56 KEELER, DIANE LOUISE
57 KELM, ARTIS MOORE
58 KERKHOFF, JOYCELYNNE
59 KIERFEL, DARLENE VANPETTEN
60 KIRKPATRICK, RESA DEBAUTTE
61 LAKATOS, GINA MARIE GIANNATTAS
62 LAMARTINIERE, MARY COCHRAN
63 LAMERE, MARK ALLEN
64 LANDRY, JAY MICHAEL
65 LEBODY, HENRY JR
66 LEE, TAMEIKA RENEE
67 LEFFINGWELL, LPEYTON T
68 LEMOINE, KANDICE SARA
69 LEMOINE, TONY LUXE
70 LEPRE, CHRISTOPHER G
71 LEVET, RACHEL MARIE
72 LIVINGSTON, CHRISTOPHER SCOTT
73 TRICHE, LARRY EDWARD JR
74 TURLICH, MELISSA D
75 UNGER, LAURA LANDRY
76 URAL, LANCE STEVEN
77 VANHORN, TIM E
78 VERDA, ADELINE BREAUX
79 VIDAL, ANDREW JAMAL
80 WASHINGTON, LAJOINTA MARIE
81 WHITE, ALEXIS NICOLE
82 WHITE, BRIAN KEITH
83 WILLIAMS, JOSHUA ALEXANDER
84 WILLIAMS, KYLE BRANDON
85 WILLIAMS, LORRAINE WALLACE
86 WILLIAMS, TARENCE HENDERSON
87 WILSON, KIRKLAND DAMON
88 WILSON, SAMANTHA MARIE
89 WILSON, SHERYL DULLESSIS
90 ZENO, QUINTIN ELLIS JR
91 ALEXANDER, STEPHANIE ANITA
92 DESZENT, WANDELEA MARIE
93 DESLATTE, ROY AMBROSE
94 DESSELLE, BLAINE ANTHONY
95 DEWAILLY, WANDA M
96 DEZARA, CHARMANNE LATRESS
97 DISTEFANO, MICHELLE LORRAINE FERRARO
98 DOMINGUEZ, JOSE MARIANO
99 DOUCET, ROXANN DEMPSTER
100 DOWNING, KEIDRA DENISE
101 DUFOUR, DEBORAH EMOULAS
102 DUFRENE, MARCOS ALEXANDER
103 DUFRENE, TARA DEWAILLY
104 DUHON, HANK JOHN
105 DUNN, PATRICIA SANDERS
106 DURANT, SHANDRIKA
107 EATON, JOAN ERNST
108 ELLIOTT, KRISTAN DAVID
109 ELLIOTT, KRISTAN DAVID
110 ELROD, WILLIAM THOMAS
111 FAHRIG, JONATHAN CRAIG
112 FATTAH, HILDA MARINA
113 FERRARA, NATALIE ANN
114 FERRARO, PHYLLIS G
115 FERRERAS, JERICO JERALD
116 FLOWERS, PEGGY KELLER
117 FREITAS, ELIZABETH LEBLANC
118 FRILLOUX, JOSHUA DENIS
119 FRISBY, CHRISTINE MCLEOD
120 GARNER, KENNETH
121 GARRETT, RENAE
122 GRAMIER, BLAKE JORDAN
123 GRANIER, JILL MATHERNIE
124 GREEN, ERNEST JAMES JR
125 GREEN, ERNEST JAMES JR
126 GUIDRY, ANDRE JOSEPH
127 HALL, EMILY GRIFFIN
128 HALL, JEANNE BRAUD
129 HARP, WENDY LEGGIO
130 HARRIS, JUSTIN MARCOISE
131 HAUCK, KRISTINA LYNN
132 HAYDEL, MICHAEL A
133 HEBERT, GRANT FARRELL
134 HEBERT, JOAN MABILE
135 HEBMEYER, LOUISE CADOW
136 HILL, VICTORIA RENEE
137 MURPHY, KEVIN SCOTT
138 MURRAY, SETH ELIJAH
139 MYERS, ADAM M
140 NAQUIN, ADRIAN II
141 NEYLON, PAUL THOMAS
142 NOTTINGHAM, DANIEL H
143 OCKMAN, MARY LEE L
144 OUBRE, RUSSELL JOSEPH
145 OXFORD, COREY MICHAEL
146 PALMISANO, TIFFANY ROCQUIN
147 PARKER, ROSE DUFRENE
148 PATEL, VAISHALI H
149 PATRICK, KEVIN R
150 PAUL, THEODORE MORRIS
151 PERRET, MICHEL A JR
152 PITTS, SHANNA DENISE
153 PICCHE, CLAY J
154 PORTER, STEVEN PHILLIP
155 POSEY, QUEMISHA C
156 PREGAANT, ALAYNE COPEES
157 RHINES, JASMINE MARIE
158 RICHARDSON, JEANNE S
159 RINGER, RICHELLE LYNNE
160 ROUSSEL, DONIVA DUBROC
161 RUSSELL, BETTY DAIGREPORT
162 RUSSO, JOHN P
163 SAFFRAN, RAYMOND W
164 SAMPSON, JUSTIN RYAN
165 SATERFIELD, WILBURRENE

Publish: September 25

PUBLIC NOTICE

"Anyone knowing the whereabouts of Lyle Kerry Doublet or Erica Brantley Doublet, or their heirs, successors, or assigns, please contact Fenwick A. Swann, III, Attorney at Law, 1308 Paul Maillard Road, Luling, Louisiana 70070; 985-785-5494. Important property rights may be affected."

Publish September 25 & October 2, 2014

PUBLIC NOTICE

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of Low and High alcoholic content at retail in the Parish of St. Charles at the following address: Jazzy & Grill, 151 Almeda Rd, Ste 1, 2 & 3, St. Rose, LA, 70087

Owner: Lennie Valentine
PUBLISH: September 25, 2014

PUBLIC NOTICE

St. Charles Parish School Board Meeting
13855 River Road
Luling, LA 70070
Wednesday, September 10, 2014

Generated by Precilla Thibodeaux on Thursday, September 11, 2014

Members present
Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman and Superintendent Felecia Gomez-Walker

Meeting called to order at 6:30 PM

1. Opening Items

- 1.01 Call To Order
1.02 Pledge of Allegiance
Mr. John Smith led the Pledge of Allegiance.
1.03 Roll Call

2. Resolutions/Proclamations

2.01 Resolution in Memory of Mr. Camille Chaisson
The Superintendent's recommendation is to approve adoption of the memory resolution for Mr. Camille Chaisson.
Motion by Clarence H Savoie, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

2.02 United Way Proclamation

The Superintendent recommends acceptance of the United Way Proclamation.
Motion by Melinda H Bernard, second by Dennis J Naquin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

3. Recognitions

3.01 Board and Superintendent's Recognition
The Board President and the Superintendent recognized employees for their accomplishments. Each was presented a certificate of recognition for higher specific achievement.

Service Awards

Employees with benchmarks of 20, 25, 30, 35, 40 and 45 years of service to the school system were honored. Service award pins were presented to the honorees that were present. The Superintendent and the Board thanked the employees for their faithful service to the District.

4. Business Items

4.01 Minutes, August 4, 2014 and August 6, 2014

The Superintendent recommends approval of the minutes of the August 4, 2014 Committee Meetings and August 6, 2014 Regular Board Meeting as presented to the Board.

Motion by Arthur A Aucoin, second by Dennis J Naquin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.02 Personnel Items

The Superintendent has made school personnel appointments as presented for Board information. Other items were presented for Board approval.

Motion by Ellis A Alexander, second by Melinda H Bernard.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.03 Bid Authorization Request - Luling Elementary School Wing Addition

The Superintendent recommends approving the bid authorization request for the wing addition at Luling Elementary School.

Motion by Dennis J Naquin, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.04 Declaration of Surplus Vehicles

The Superintendent recommends declaring vehicles as surplus and authorizing disposal in accordance with legal requirements.

Motion by Dennis J Naquin, second by Alex L Suffman.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.05 Bid Authorization Request - Purchase School Buses

The Superintendent recommends approving the bid authorization request for the straight purchase of five (5) school buses to include one (1) bus equipped for transporting students with special needs.

Motion by Alex L Suffman, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.06 Bid Authorization Request - Lease-Purchase School Buses

The Superintendent recommends approving the bid authorization request for the purchase of five (5) school buses through a lease-purchase agreement.

Motion by Arthur A Aucoin, second by Dennis J Naquin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.07 Selection of School Board Liability Insurance

The Superintendent recommends approving the renewal of the current liability insurance package, including the rejection of uninsured motorist coverage, directly from the brokerage firm of Arthur J. Gallagher, at a cost of \$293,983.00.

Motion by Dennis J Naquin, second by Alex L Suffman.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.08 Request for Proposals for Third Party Administrator for Workers' Compensation

The Superintendent recommends approving the request for proposals for the selection of a third party administrator for workers' compensation.

Motion by Arthur A Aucoin, second by Melinda H Bernard.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

4.09 Accounts Payable for the Month of August 2014

The Superintendent recommends approval of the accounts payable for the month of August 2014 as presented.

Table with 2 columns: General Fund, Special Revenue Funds, Capital Projects, Debt Service Fund, TOTAL. Values range from 42,366,355.77 to 56,122,977.62.

Motion by Alex L Suffman, second by Arthur A Aucoin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

5. Closing Items

5.01 Standing Committee Reports

Mr. Alexander - Personnel & Policy Committee

5.02 Superintendent's Report

In her oral report, the Superintendent introduced Mr. John Rome, Executive Director of Physical Plant Services. Mr. Rome presented to the Board and public an update on the projects that took place over the summer. Ms. Rome said that each year the Board approves budgets for capital improvements, safe schools, major maintenance and PE and Athletics long range plan. Mr. Rome reviewed the improvements and new construction and provided a brief explanation of each slide. Mr. Rome recognized his staff that were present and these not there.

The Superintendent presented a welcome back video of the first day of school that also contained messages from Board members. Ms. Gomez-Walker recognized the Public Information Department, Brian Howes for his work on the video. Ms. Gomez-Walker said that as of September 9 enrollment was 9,400. She said that this represents 70 more students than were enrolled last year at the same time. The Superintendent said that St. Charles Parish Public Schools serves 409 Head Start and Pre-K students.

Ms. Gomez-Walker said that the date for this year's concert for the Parish Honor Choir has been moved to Wednesday, October 15, 2014. She said that the performance will remain at Hahnville High School starting at 7:00 pm. Ms. Gomez-Walker also said that this year's calendar includes a one day fall break on Monday, October 13, 2014.

In closing, the Superintendent said that parents, students and community members will have until September 16 to respond to a survey that will help in the development of the 2015-2016 school calendar. She said that this input will assist the calendar committee, which is made up of educators, school system representatives, parents, and students, in making decisions about next year's calendar. The Superintendent said that anyone interested can visit the district's website to access the survey.

5.03 Meeting Adjourn

Motion by Melinda H Bernard, second by Dennis J Naquin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffman

John W. Robichaux, Board President; Felecia Gomez-Walker, Superintendent

Publish: September 25, 2014

PUBLIC NOTICE

PUBLIC NOTICE

Request for Scenic River Permit on Bayou Des Allemands

The Secretary of the Louisiana Department of Wildlife and Fisheries as Administrator of the Louisiana Natural and Scenic Rivers Systems is currently considering the application of Nelda Stidham Woodruff for a permit to construct a roof over existing dock on Bayou Des Allemands. The decision to grant or deny this permit in the public interest will be based on an evaluation of the probable impacts of the proposed activity on Bayou Des Allemands.

Copies of the application can be seen by the public at the Department of Wildlife and Fisheries main office, Room 432, 2000 Quail Drive, Baton Rouge, LA and at the District Office in the District where the proposed activity is located. The public is invited to comment on this permit request for a period of forty-five (45) days. Responses should convey sound reasoning for or against the proposal and be mailed to Scenic Rivers Program, LDWF, P.O. Box 98000, Baton Rouge, LA 70898-9000.

Publish: September 25, October 2 & 9, 2014

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF SEPTEMBER 2, 2014, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish Meeting Minutes Parish Council

St. Charles Parish Courthouse 19045 Highway 18 P.O. Box 702 Hahnville, LA 70337 855-743-0202 www.stcharlesparish.net

Final

Council Chairman Julie Fisher-Perrier Councilmembers Carolyn K. Schexnaydre, Jarvis Lewis, Terrell D. Wilson, William Billy Woodruff, Wendy Benedetto, Paul J. Hogan, Larry Cochran, Traci A. Fletcher

Tuesday, September 2, 2014 6:08 PM Council Chambers, Courthouse

ATTENDANCE

Present: 7 - Jarvis Lewis, Terrell D. Wilson, William Woodruff, Wendy Benedetto, Paul J. Hogan, Traci A. Fletcher, and Julie Fisher-Perrier
Absent: 2 - Carolyn K. Schexnaydre, and Larry Cochran

Also Present

Parish President V.J. St. Pierre, Jr., Chief Operations Officer Bobby Donalson, Chief Administrative Officer Buddy Bae, Legal Director Leon C. Vial, III, Assistant Parish Attorney David Meyer, Public Works/Wastewater Director Sam Scholle, Planning & Zoning Director Earl Mathema, Finance Director Grant Dussom, Public Information Officer Renee Simpson, Emergency Preparedness Director Ronald J. Perry, Executive Assistant/Office Manager Andrea Coleman, Parks and Recreation Director Duane Forest, General Government Buildings Facilities Manager Philip Durane

CALL TO ORDER

PRAYER / PLEDGE

Pastor Timothy Lawson St. Charles United Methodist Church

APPROVAL OF MINUTES

A motion was made by Councilmember Wilson, seconded by Councilmember Lewis, to approve the minutes from the regular meeting of August 4, 2014 and the regular meeting of August 18, 2014. The motion carried by the following vote:

Yea: 7 - Lewis, Wilson, Woodruff, Benedetto, Hogan, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Schexnaydre and Cochran

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2014-0268

In Recognition: Katie Marie Hymoi, Miss St. Charles Parish Festival Queen LVI

Sponsors: Ms. Benedetto
Read

2014-0269

In Recognition: Maya Ruffin, Teen St. Charles Parish Festival Queen XIX

Sponsors: Ms. Benedetto
Read

2014-0270

In Recognition: Alexander Metcalf, Eagle Scout

Sponsors: Mr. Hogan
Read

2014-0271

In Recognition: Kaleb Paul Champagne, Eagle Scout

Sponsors: Mr. Woodruff
Read

2014-0273

Proclamation: "National Child Passenger Safety Week" and "National Seat Check Saturday"

Sponsors: Mr. Wilson
Read

2014-0272

Proclamation: "Gospel Fun Fall Fest Weekend"

Sponsors: Ms. Fletcher
Read

2014-0267

Proclamation: "Walk 4 Recovery Day"

Sponsors: Mr. St. Pierre Jr.
Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2014-0274

Department of Finance
Mr. Don Wheat, Carr, Riggs & Ingram, LLC
Reported

2014-0275

Administration - Report on Administrations failure to provide requested information to an Elected Official and/or the Council in a timely manner

Sponsors: Mr. Hogan
Chief Administrative Officer Buddy Bae distributed written responses to each Councilmember, and then provided a detailed verbal explanation of each response. Councilman Hogan rebutted Mr. Bae's responses. Chairman Fisher-Perrier called Councilman Hogan "Out of Order" and moved on to the next agenda item.
Reported

2014-0276

Parish President Remarks/Report

Sponsors: Mr. St. Pierre Jr.
Reported

Council Discussion

Councilman Lewis, in lieu of council discussion, yielded to allow Retired Lt. General Russell Honore to speak on his behalf.

General Honore directed his comments to Parish President V.J. St. Pierre, Jr., requesting his leadership, and that the parish provide 24/7 monitoring of the St. Rose community involving the release of chemicals at night from Shell and IMTT Plants, and assist with the issue of the State not responding to their concerns.

Councilman Hogan called a Point of Order stating that this presentation should be addressed to the council as a Petition to Address the Council and that this has nothing to do with the report presented by the Parish President. Chairman Fisher-Perrier stated that the platform allows for Councilmembers to ask the Parish President questions that are directed to him and Councilman Lewis chose to use his platform to call someone up.

Further Council Discussion

Reported

A motion was made by Councilmember Lewis, seconded by Councilmember Wilson, to allow for public hearing on the issue regarding chemical releases in St. Rose. The motion carried by the following vote:

Yea: 7 - Lewis, Wilson, Woodruff, Benedetto, Hogan, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Schexnaydre and Cochran

Speakers: Ms. Erica Solon, St. Rose

Parish President V.J. St. Pierre, Jr., called Point of Order asking that Emergency Preparedness Director Ron Perry be allowed to express what information the Louisiana Department of Environmental Quality has been providing to the parish over the last couple of weeks.

Emergency Preparedness Director Ron Perry spoke on the matter.

Council Discussion

Mr. Perry spoke on the matter. Parish President St. Pierre spoke on the matter.

Chairman Fisher-Perrier closed public hearing.
Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER-PERRIER AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, SEPTEMBER 15, 2014, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2010-0094

An ordinance to amend the Code of Ordinances Appendix A, St. Charles Parish Zoning Ordinance of 1981, Section VI, Zoning district criteria and regulations, B. Residential districts, (II) R-1A(M), Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes-Medium density, 3. Special Provisions, by amending c. and adding e. and f.

Sponsors: Mr. Hogan
Publish/Scheduled for Public Hearing to the Parish Council on September 15, 2014

2014-0049

An ordinance to amend the Code of Ordinances Appendix A, Section XIV, Amendments and Petitions, and Appendix A, Section XV, Amendment Procedure to modify the reporting and recommendation requirements.

Sponsors: Mr. Hogan
Publish/Scheduled for Public Hearing to the Parish Council on September 15, 2014

2014-0266

An ordinance to approve and authorize the execution of an Intergovernmental Cooperative Endeavor Agreement with the Jefferson Parish Finance Authority to Implement the Home Mortgage Down Payment Assistance Program.

Sponsors: Mr. St. Pierre Jr. and Department of Community Services

Publish/Scheduled for Public Hearing to the Parish Council on September 15, 2014

2014-0279

An ordinance approving and authorizing the execution of Change Order No. 2 for Project No. P08005-3B, Willowidge Levee - Phase I, State Project No.H.09257, as part of the West Bank Hurricane Protection Levee Project, to decrease the contract amount by \$286,148.00 and increase the contract time by two (2) days.

Sponsors: Mr. St. Pierre Jr. and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on September 15, 2014

2014-0260

An ordinance to approve and authorize the execution of Servitude Agreements to NuStar Pipeline Operating Partnership L.P.

Sponsors: Mr. St. Pierre Jr. and Department of Legal Services

Publish/Scheduled for Public Hearing to the Parish Council on September 15, 2014

2014-0281

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change in zoning from R-1M to C-3 on a 6.1952 acre portion of Tract 1, Section 4, T13S R22E, situated to the rear of 10693 US Hwy 90 in Luling LA as requested by Marsh Investments Corp.

Sponsors: Mr. Woodruff

Publish/Scheduled for Public Hearing to the Parish Council on September 15, 2014

2014-0282

An ordinance to approve and authorize the Parish President to execute a Lease agreement with Raven Land, LLC for the County Agent's office in St. Charles Parish.

Sponsors: Mr. St. Pierre Jr. and Chief Administrative Officer

Publish/Scheduled for Public Hearing to the Parish Council on September 15, 2014

2014-0283

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement between St. Charles Parish and Marsh Investment-Corporation to develop a public boat launch along Hwy 90.

Sponsors: Mr. St. Pierre Jr., Ms. Schexnaydre, Mr. Lewis, Mr. Wilson, Mr. Woodruff, Ms. Benedetto, Mr. Hogan, Mr. Cochran, Ms. Fletcher and Ms. Fisher-Perrier
Publish/Scheduled for Public Hearing to the Parish Council on September 15, 2014

PLANNING AND ZONING PETITIONS

2014-0257

An ordinance to amend the Zoning Ordinance of 1981, to change the land use zoning classification from R-1A to R-1AM at Part of Farm Lots 34 & 35, Ellington Plantation) at 138 Schmill Street, Boutte as requested by Linda & Curtis Dufrene.

Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning

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

Speakers: Mr. Curtis Dufrene, Boutte
Public Hearing Requirements Satisfied

Enactment No: 14-9-1

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Wilson, Woodruff, Benedetto, Hogan, Fletcher and Fisher-Perrier

Nay: 0

Absent: 3 - Schexnaydre, Lewis and Cochran

Enactment No: 14-9-1

2014-0258

An ordinance approving and authorizing a Home Occupation under the operation of Heath Folse - "Bayou Bounty Crawfish" - a residential seafood retail and wholesale transporter - at 907 Magnolia Ridge Road,

Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning

Reported: P & Z Department Recommended: Approval w/ stipulation: Approval with two stipulations: 1. No seafood will be stored at the residence other than for personal consumption. 2. If odors associated with the business are found to be emanating from the site, zoning compliance for the home occupation will be revoked.

Planning Commission Recommended: Approval with two stipulations: 1. No seafood will be stored at the residence other than for personal consumption. 2. If odors associated with the business are found to be emanating from the site, zoning compliance for the home occupation will be revoked.

Speakers: Mr. Heath Folse, Boutte

Public Hearing Requirements Satisfied

Enactment No: 14-9-2

Council Discussion

Parish President V.J. St. Pierre, Jr., spoke on the matter. Mr. Folse spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Wilson, Woodruff, Benedetto, Hogan, Fletcher and Fisher-Perrier

Nay: 0

Absent: 3 - Schexnaydre, Lewis and Cochran

Enactment No: 14-9-2

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2012-0129

An ordinance to amend the Code of Ordinances Chapter 15 Motor Vehicles and Traffic by adding Sec. 15-25 Shrubs, trees, and plantings within Parish right of ways, easements, and servitudes.

Sponsors: Mr. Hogan

Reported: Councilman Hogan Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion

Chairman Fisher-Perrier asked Assistant Parish Attorney David Meyer to speak on the matter.

Mr. Meyer spoke on the matter stating that the parish had a lawsuit filed against them concerning a similar issue.

Discussion: In postpone indefinitely File No. 2012-0129 until Mr. Meyer can provide the council with a copy of the lawsuit judgment and a better ordinance can be drafted.

A motion was made by Councilmember Hogan, seconded by Councilmember Woodruff, to Postpone Indefinitely File No. 2012-0129. The motion carried by the following vote:

Yea: 6 - Wilson, Woodruff, Benedetto, Hogan, Fletcher and Fisher-Perrier

Nay: 0

Absent: 3 - Schexnaydre, Lewis and Cochran

2014-0259

An ordinance to amend the 2014 Consolidated Operating and Capital Budget, Amendment No. 7, to add additional revenues collected from the Airport Expansion Agreement in the amount of \$200,192, and apply this full balance together with \$35,108 from the Unrestricted Fund balance of the General Fund, a total of \$235,300 for use as the Parish match to the St. Charles Parish Rtepark Rallepur EDA Grant Award #08-79-04437.

Sponsors: Mr. St. Pierre Jr. and Department of Finance

Public Hearing Requirements Not Satisfied

Discussion: Finance Director Grant Dussom recommended that File No. 2014-0259 be tabled in light of information received by Economic Development & Tourism Department Director Corey Fauchoux. It will be looked at further and brought up at the next council meeting on September 15, 2014.

A motion was made by Councilmember Hogan, seconded by Councilmember Fletcher, to Table File No. 2014-0259. The motion carried by the following vote:

Yea: 6 - Wilson, Woodruff, Benedetto, Hogan, Fletcher and Fisher-Perrier

Nay: 0

Absent: 3 - Schexnaydre, Lewis and Cochran

2014-0261

An ordinance approving and authorizing the execution of Change Order No. 2 (final) for the Renovations to Ormond Field RE-BID Project to add 30 additional days to the contract.

Sponsors: Mr. St. Pierre Jr. and Department of Parks and Recreation

Reported: Parks & Recreation Department Recommended: Approval

Public Hearing Requirements Satisfied

Enactment No: 14-9-3

Council Discussion

Mr. John Campo, Campo Designs - Architects spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Wilson, Woodruff, Benedetto, Hogan, Fletcher and Fisher-Perrier

Nay: 0

Absent: 3 - Schexnaydre, Lewis and Cochran

Enactment No: 14-9-3

2014-0262

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No. LGAP File # 1213-STC-0001 for the St. Charles Parish Courthouse Security Entrance Project to decrease the contract amount by \$22,076.50.

Sponsors: Mr. St. Pierre Jr. and General Government Buildings

Reported: General Government Buildings Recommended: Approval

Public Hearing Requirements Satisfied

Enactment No: 14-9-4

Council Discussion

Facilities Manager Philip Dufrene spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Lewis, Wilson, Woodruff, Benedetto, Hogan, Fletcher and Fisher-Perrier

Nay: 0

Absent: 2 - Schexnaydre and Cochran

Enactment No: 14-9-4

2014-0263

An ordinance to approve and authorize the execution of a contract with BLD Services, LLC, for the construction of Parish Project No. S13D201, Murray Hill (CC-1) Lift Station, with a Bid (Base and Alternate 1) in the amount of \$772,800.00.

Sponsors: Mr. St. Pierre Jr. and Department of Wastewater

Reported: Wastewater Department Recommended: Approval

Public Hearing Requirements Satisfied

Enactment No: 14-9-5

Council Discussion

Public Works/Wastewater Director Sam Scholle spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Lewis, Wilson, Woodruff, Benedetto, Hogan, Fletcher and Fisher-Perrier

Nay: 0

Absent: 2 - Schexnaydre and Cochran

Enactment No: 14-9-5

2014-0264

An ordinance to approve and authorize the execution of a Contract with Batco Construction & Maintenance, Inc. of Kenner, LA for the St. Charles Parish Courthouse 3rd Floor Renovation Project # P080402, in the amount of \$4,075,000.00.

Sponsors: Mr. St. Pierre Jr. and General Government Buildings

Reported: General Government Buildings Recommended: Approval

Public Hearing Requirements Satisfied

Enactment No: 14-9-6

Council Discussion

Chief Administrative Officer Buddy Bae spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Lewis, Wilson, Woodruff, Benedetto, Hogan, Fletcher and Fisher-Perrier

Nay: 0

Absent: 2 - Schexnaydre and Cochran

Enactment No: 14-9-6

2014-0265

An ordinance to approve and authorize the execution of a Intergovernmental Agreement with the Sheriff and Law Enforcement District for the provision of security at the St. Charles Parish Courthouse.

Sponsors: Mr. St. Pierre Jr. and General Government Buildings

Reported: General Government Buildings Recommended: Approval

Public Hearing Requirements Satisfied

Enactment No: 14-9-7

Council Discussion

Chief Administrative Officer Buddy Bae spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Lewis, Wilson, Woodruff, Benedetto, Hogan, Fletcher and Fisher-Perrier

Nay: 0

Absent: 2 - Schexnaydre and Cochran

Enactment No: 14-9-7

RESOLUTIONS

2014-0244

A resolution to amend the Parish Council Rules to revise Rule 21 to allow only the authoring council member or a council member upon request of the author of a proposed ordinance to postpone indefinitely said ordinance from introduction.

Sponsors: Mr. Hogan

Reported: Councilman Hogan Recommended: Approval

Council Discussion

Legal Services Director Leon C. Vial, III, spoke on the matter stating that File No. 2014-0244 is a violation of the Home Rule Charter.

Discussion: In postpone indefinitely File No. 2014-0244 based on the opinion of Legal Services Director Leon C. Vial, III.

A motion was made by Councilmember Hogan, seconded by Councilmember Lewis, to Postpone Indefinitely File No. 2014-0244. The motion carried by the following vote:

Yea: 5 - Lewis, Wilson, Benedetto, Hogan and Fisher-Perrier

Nay: 2 - Woodruff and Fletcher

Absent: 2 - Schexnaydre and Cochran

2014-0277

A resolution petitioning Parish President V.J. St. Pierre, Jr., to provide the Parish Council with the procedure that he will implement to secure the repayment of all cost associated with the Parish President authorizing and approving the providing of dumpsters with public funds to private individuals for their use in demolishing derelict structures, of which the repayment is required in order for the Parish President to not place himself in violation of the State Constitution which prohibits this type of use of public funds, and that the procedure be provided to the Parish Council within two (2) weeks of this resolution becoming effective, in order to avoid the Parish Council from having to consider any and all measures at its disposal to have the Parish President secure the repayment of the public funds improperly expended or to have the proper authorities address any violation relative to the Constitution of the State of Louisiana.

Sponsors: Mr. Hogan

Reported: Councilman Hogan Recommended: Approval

Councilman Hogan motioned to postpone indefinitely File No. 2014-0277 until the information can be reviewed that Chief Administrative Officer Buddy B

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

THE FOLLOWING ORDINANCES AND RESOLUTION ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, SEPTEMBER 15, 2014, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW AT THE PARISH COUNCIL OFFICE, COURTHOUSE, HAHNVILLE.

2014-0281 INTRODUCED BY: WILLIAM BILLY WOODRUFF, COUNCILMAN, DISTRICT II ORDINANCE NO. 14-9-8

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change in zoning from R-1M to C-3 on a 6.1952 acre portion of Tract 1, Section 4, T13S R22E, situated to the rear of 10093 US Hwy 90 in Luling LA as requested by Marsh Investments Corp.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981, to approve the change of zoning classification from R-1M to C-3 on a 6.1952 acre portion of Tract 1, Section 4, T13S R22E, situated to the rear of 10093 US Hwy 90 in Luling LA as requested by Marsh Investments Corp.; and

SECTION II. To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Maps to reflect this reclassification from R-1M to C-3 on a 6.1952 acre portion of Tract 1, Section 4, T13S R22E, situated to the rear of 10093 US Hwy 90 in Luling LA as requested by Marsh Investments Corp.

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

YEAS: SCHEXNAYDRE, LEWIS, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: WOODRUFF

And the ordinance was declared adopted this 15th day of September, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVDP/PARISH PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature] RET/SECRETARY: [Signature] AT 9:30a REC'D BY: [Signature]

2014-0266 INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF COMMUNITY SERVICES) ORDINANCE NO. 14-9-9

An ordinance to approve and authorize the execution of an Intergovernmental Cooperative Endeavor Agreement with the Jefferson Parish Finance Authority to implement the Home Mortgage Down Payment Assistance Program.

WHEREAS, Jefferson Parish Finance Authority provides home mortgage down payment assistance to qualified home buyers to make home ownership affordable; and

WHEREAS, the St. Charles Parish Department of Community Services works to provide support to families throughout St. Charles Parish; and

WHEREAS, St. Charles Parish recognizes Consortia as a vehicle for funding access in small communities; and

WHEREAS, the Jefferson Parish Finance Authority is a public trust established for public purposes for the benefit of the State of Louisiana; and

WHEREAS, it is in the best interest of St. Charles Parish to take advantage of this program for the benefit of the citizens of the parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Home Mortgage Down Payment Assistance program partnership between the Jefferson Parish Finance Authority and the Parish of St. Charles is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement and any and all documents necessary to implement said program on behalf of the Parish of St. Charles.

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

YEAS: SCHEXNAYDRE, LEWIS, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: WOODRUFF

And the ordinance was declared adopted this 15th day of September, 2014 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVDP/PARISH PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature] RET/SECRETARY: [Signature] AT 9:30a REC'D BY: [Signature]

INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN THE JEFFERSON PARISH FINANCE AUTHORITY AND THE PARISH OF ST. CHARLES

This Cooperative Endeavor Agreement (the "Agreement") is entered into by and between the Jefferson Parish Finance Authority (the "Authority"), herein represented by Terry McCarthy, its Executive Director, duly authorized, and the Parish of St. Charles ("St. Charles Parish"), herein represented by V.J. St. Pierre, Jr., its Parish President, who, in order to serve the public for purposes herein stated, declared.

WHEREAS, the Authority is a public trust established for public purposes for the benefit of the Parish of Jefferson, State of Louisiana (the "Beneficiary"), created pursuant to the provisions of the Louisiana Public Trust Act, Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as amended La. R.S. 9:2341-2347, inclusive (the "Act"), and other constitutional and statutory authority supplemental thereto and by that certain Trust Indenture dated the 9th day of February, 1979 and all amendments thereto (the "Indenture"); and

WHEREAS, the Indenture empowers the Authority to promote, encourage and further the accomplishment of all activities which are or may have a public purpose, including, but not limited to, the social welfare for the aid and support of the needy by providing for the development of safe, sanitary single family housing for the low and moderate income families of the Beneficiary, for projects authorized under the Act and the Indenture which shall be deemed an authorized public function under the provisions of the Act; and

WHEREAS, St. Charles Parish, a political subdivision of the State of Louisiana, is a home rule charter government, having all powers not denied by its charter or by general law or inconsistent with the constitution, including but not limited to the specific authority to exercise general police power, as well as to pass ordinances to promote, protect and preserve the general welfare, safety, health, peace and good order of the Parish of St. Charles; and

WHEREAS, St. Charles Parish is authorized by its home rule charter to enter into cooperative efforts with other governmental agencies for a public purpose; and

WHEREAS, St. Charles Parish also desires to promote and encourage safe, sanitary single family housing for its low and moderate income families; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 and Sections 9020 through 9037, inclusive, of Title 33 of the Louisiana Revised Statutes of 1950, as amended, authorize the State of Louisiana and its various local governmental subdivisions, political corporations, and public benefit corporations, to enter into cooperative endeavors for the purpose of engaging in or encouraging economic development; and

WHEREAS, the Authority and St. Charles Parish desire to enter into this Intergovernmental Cooperative Endeavor Agreement for the benefit of the citizens of both St. Charles Parish and the Beneficiary, for the purposes of allowing low to moderate income borrowers of St. Charles Parish to participate in the Authority's Southern Mortgage Assistance Program (the "Program") and for the Authority to earn an administrative fee in accordance with the terms of this Agreement; and

WHEREAS, the Program will be administered by the Authority on behalf of St. Charles Parish in accordance with the terms of this Agreement.

IT IS AGREED by and between the Jefferson Parish Finance Authority and the Parish President, acting as governing authority of the Parish of St. Charles, that the following Intergovernmental Cooperative Endeavor Agreement be and the same is hereby entered into:

1. TERM: The term of this Agreement shall commence on the date below written and shall continue in effect until December 31, 2015. This Agreement may however, be terminated earlier by either party by providing thirty (30) days written notice to the other party of its desire to terminate.

2. PROGRAM TERMS:

(a) The Program shall be administered by the Authority on behalf of St. Charles Parish pursuant to the terms and conditions of that certain Mortgage Origination, Sale and Servicing Agreement by and among the Authority, Standard Mortgage Corporation ("Standard") and the various lenders approved for participation in the Program (as amended) (the "Origination Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit A, and that certain Mortgage Assistance Program Purchase Agreement by and among the Authority, Standard and GKB Mortgage Markets, LLC (as amended) (the "Purchase Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit B (the Origination Agreement and the Purchase Agreement are hereafter collectively referred to as the "Program Documents").

(b) The Authority and St. Charles Parish will equally split any and all revenues generated by the Program upon settlement of the sale of the qualified GNMA Mortgage Backed Securities, all as more further described in the Program Documents (the "Revenues"). Any and all Revenues due to St. Charles Parish shall be remitted by the Authority to St. Charles Parish in the calendar month following settlement of the sale of the qualified GNMA Mortgage Backed Securities.

(c) The Authority will forward a report monthly to St. Charles Parish showing the status of all loans and, upon the sale of each loan in a mortgage certificate, the amount earned.

3. ADVERTISING AND MARKETING: In connection with its administration of the Program, the Authority shall actively market the Program in coordination with the designated representative(s) of St. Charles Parish. St. Charles Parish shall be responsible for and pay directly any and all costs associated with the advertising and/or marketing of the Program.

4. MUTUAL AND RECIPROCAL BENEFIT: The Authority and the Parish of St. Charles acknowledge and agree that the obligations and agreements of each are in consideration of the obligations and agreements of each other and are of mutual value.

5. ASSIGNMENT: Neither the Authority nor the Parish of St. Charles shall assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the other party.

6. AMENDMENT IN WRITING: Any alteration, variation, modification or waiver of provision of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

7. AUDIT CLAUSE: It is hereby agreed that the Legislative auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data records and accounts of the Authority which relate to this Agreement, upon request.

8. NOTICE: All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipt for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Jefferson Parish Finance Authority: Terry McCarthy, Executive Director, Jefferson Parish Finance Authority, 1221 Elmwood Park Blvd., Suite 505, Hahnville, LA 70123

Parish of St. Charles, State of Louisiana: V.J. St. Pierre, Jr., Parish President, 15045 River Rd., Hahnville, LA 70057

THIS DONE AND PASSED at Jefferson, Louisiana, on this 15th day of September, 2014.

JEFFERSON PARISH FINANCE AUTHORITY

By: Terry McCarthy, Executive Director

THIS DONE AND PASSED at St. Charles, Louisiana, on this 15th day of September, 2014.

PARISH OF ST. CHARLES

By: V.J. St. Pierre, Jr., Parish President

2014-0279 INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS) ORDINANCE NO. 14-9-10

An ordinance approving and authorizing the execution of Change Order No. 2 for Project No. P080905-3B, Willowridge Levee - Phase I, State Project No.H.009257, as part of the West Bank Hurricane Protection Levee Project, to decrease the contract amount by \$286,148.00 and increase the contract time by two (2) days.

WHEREAS, Ordinance No. 13-11-6, adopted November 18, 2013, by the St. Charles Parish Council, approved and authorized the execution of a contract Southern Delta Construction, LLC for Project No. P080905-3B, Willowridge Levee - Phase I, State Project No.H.009257, in the amount of \$5,785,551.00; and

WHEREAS, Ordinance No. 14-4-1, adopted April 7, 2014, by the St. Charles Parish Council, approved and authorized Change Order No. 1 to the contract with Southern Delta Construction, LLC for Project No. P080905-3B, Willowridge Levee - Phase I, State Project No.H.009257, to increase the contract amount to \$5,000,151.00 and the contract days to 457 days; and

WHEREAS, Change Order No. 2 is a result of a change within the scope of the contract to remove/dispose of additional trees within the Willowridge Levee servitude, but outside of the clearing area designated in the Construction contract; and

WHEREAS, Change Order No. 2 also includes the removal of the Peterson Culverts replacements and installation of slide gates from the scope of the contract due to the location of the St. Charles Parish Wastewater sewer force main and the potential to damage the sewer force main with the designed pile foundation. St. Charles Parish will utilize Parish equipment and labor to replace the existing culverts and install slide gates with a Parish designed system to minimize any impact to the St. Charles Parish Wastewater sewer force main; and

WHEREAS, the decrease in contract amount by \$286,148.00 is a result of the decrease in seven (7) bid line items and an increase in one (1) bid line items and the creation of one (1) new bid line item; and

WHEREAS, the increase in contract time by two (2) days is a result of additional days projected to remove/dispose of additional trees within the Willowridge Levee servitude.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 2 for Project No. P080905-3B, Willowridge Levee - Phase I, State Project No.H.009257, as part of the West Bank Hurricane Protection Levee Project, to decrease the contract amount by \$286,148.00 and increase the contract time by two (2) days is hereby approved and accepted.

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

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

YEAS: SCHEXNAYDRE, LEWIS, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: WOODRUFF

And the ordinance was declared adopted this 15th day of September, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVDP/PARISH PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature] RET/SECRETARY: [Signature] AT 9:30a REC'D BY: [Signature]

CHANGE ORDER

No. 2 DATE OF ISSUANCE: EFFECTIVE DATE:

OWNER: St. Charles Parish CONTRACTOR: Southern Delta Construction, LLC Contract: Willowridge Levee - Phase I Project: Willowridge Levee - Phase I, State Project No. H.009257 ENGINEER'S Contract No.: 10475-0229 ENGINEER: BURK-KLEINPETER, INC.

You are directed to make the following changes in the Contract Documents to:

- 1. Delete the installation of 3' X 8' RC box with concrete headwalls (Peterson Culvert), Pile/foundation, Slide Gate at the end of the box, Vehicular Gate (Single Leaf) and associated work. 2. Additional clearing of the trees in the existing drainage servitude, between the ROW and the north property line, approx. from base line "A" Sta. 130+40 to the intersection of Lafayette Dr. and Willowridge Dr., totaling 0.6 AC. This work also includes dressing of the entire ROW between the new borrow canal and the property line, and seeding, fertilizing and mulching (approx. 1 AC).

Description:

- 1. Delete the Following Work Items: a. Contract Item 8: Bedding for Reinforced Concrete Box Culvert Delete item in its entirety. (-\$6,600) b. Contract Item 18: Vehicular Gate (Single-Leaf) Delete item in its entirety. (-\$6,500) c. Contract Item 22: Reinforced Concrete Box Culvert (8'x5') Delete item in its entirety. (-\$75,000) d. Contract Item 26: Reinforced Concrete Box Headwalls Delete item in its entirety. (-\$111,000) e. Contract Item 29: Slide Gate Delete item in its entirety. (-\$70,000) f. Contract Item 30: Timber Piles Delete item in its entirety. (-\$34,848)

2. Add the Following Work Items:

- a. New Contract Item # 32: Additional Tree Clearing/Disposal (Approx. 0.6 AC.) Add item of \$15,000 L.S.

3. Revise the Following Work Item Quantities:

- a. Contract Item 3: Traffic Control and Coordination The Lump Sum price to be adjusted (-\$1,000) b. Contract Item 28: Fertilizing, Seeding, and Mulching The quantity is to be changed to 47 AC. (-\$3,894)

Total of Change in Work Items Quantity = (-\$286,148)

Reason for Change Order:

- 1. Delete the Following Work Items: Due to the close proximity of a St. Charles Parish water sewer force main to the location of the Peterson Culvert, St. Charles Parish Public Works Department made a decision to delete the installation of 3' X 8' RC box piling foundation and concrete headwalls with the slide gate at Peterson Culvert location. St. Charles Parish Public Works Department plans to install smooth bored plastic culverts with screw gates at the pipe main utilizing St. Charles Parish Public Works Department material, equipment and labor. As a result, the following contract items need to be deleted in its entirety.

- a. Contract Item 8: Bedding for Reinforced Concrete Box Culvert b. Contract Item 18: Vehicular Gate (Single-Leaf) c. Contract Item 22: Reinforced Concrete Box Culvert (8'x5') d. Contract Item 26: Reinforced Concrete Box Headwalls e. Contract Item 29: Slide Gate f. Contract Item 30: Timber Piles

2. Add the Following Work Items:

- a. New Contract Item # 32: Additional Tree Clearing/Disposal (Approx. 0.6 AC.) To do additional clearing of the trees in the existing drainage servitude, between the ROW and the north property line, approx. from base line "A" Sta. 130+40 to the intersection of Lafayette Dr. and Willowridge Dr., totaling 0.6 AC. This work also includes dressing of the entire ROW between the new borrow canal and the property line.

3. Revise the Following Work Item Quantities:

- a. Contract Item 3: Traffic Control and Coordination decreased due to deleting the part of the work from the contract. b. Contract Item 28: Fertilizing, Seeding, and Mulching increased to accommodate additional quantity to perform seeding, fertilizing, and mulching operations in the drainage servitude between the ROW and the north property line, approx. from base line "A" Sta. 130+40 to the intersection of Lafayette Dr. and Willowridge Dr., totaling approximately 1 AC.

4. Change in Contract Time:

Additional 2 days in contract time incurred due to additional clearing of the trees in the existing drainage servitude, between the ROW and the north property line, approx. from base line "A" Sta. 130+40 to the intersection of Lafayette Dr. and Willowridge Dr., totaling 0.6 AC.

Lafayette Dr. and Willowridge Dr., totaling 0.6 AC, dressing of the entire ROW between the new borrow canal and the property line, and seeding, fertilizing and mulching (approx. 1 AC).

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TIMES. Rows include Original Contract Price, Net Increase from previous Change Order, Contract Price prior to this Change Order, Net Decrease of this Change Order, and Contract Price with all approved Change Orders.

RECOMMENDED: APPROVED: ACCEPTED: By: [Signatures] ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature) Date: 9/15/14 Date: 9/15/14 Date: 9/15/14

2014-0280 INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF LEGAL SERVICES) ORDINANCE NO. 14-9-11

An ordinance to approve and authorize the execution of Servitude Agreements to NuStar Pipeline Operating Partnership L.P.

WHEREAS, the Parish of St. Charles is the owner of a certain property as recorded in Entry Nos. 329795 and 148197; and

WHEREAS, NuStar Pipeline Operating Partnership L.P. has requested that the Parish grant them a Right of Way and Servitude across a portion of said property as more fully described in the Grants of Servitude and the accompanying exhibits; and

WHEREAS, it is the desire of the St. Charles Parish Council to approve said Grants of Servitude

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the Grants of Servitude by and between St. Charles Parish and NuStar Pipeline Operating Partnership L.P. are hereby approved and accepted.

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

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

YEAS: SCHEXNAYDRE, LEWIS, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: WOODRUFF

And the ordinance was declared adopted this 15th day of September, 2014 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVDP/PARISH PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED:

GRANT OF SERVITUDE

STATE OF LOUISIANA

PARISH OF ST CHARLES

KNOW ALL BY THESE PRESENTS: that the undersigned St. Charles Parish, Louisiana whose address for purposes of this grant is (P.O. Box 302, Hahnville, LA, 70057), hereinafter called "Grantor", whether one or more, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration paid by NuStar Pipeline Operating Partnership L.P., a Delaware limited partnership, whose address is 19003 IH 10 West, San Antonio, Texas 78257, with a mailing address of P.O. Box 781609, San Antonio, Texas 78278 (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, bargain, sell and convey unto Grantee, its successors and assigns, a permanent servitude, right-of-way and easement ("Right-of-Way") and the existing Grantee pipeline for the purpose of constructing, laying, maintaining, opening, inspecting, altering, repairing, replacing, removing, reconstructing, relocating, changing the size of, abandoning and removing said existing pipeline, from time to time, and any and all necessary or useful appurtenances thereto, including but not limited to fittings, tie-over valves, tap valves, cathodic protection devices, recitifiers, pig launchers and receivers, fences, meters, pipeline markers, pipeline data acquisition and telecommunication equipment, electric service, and other appurtenant facilities whether above or below ground (collectively, the "Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transportation of oil, petroleum, gas, hydrocarbons, anhydrous ammonia, natural gas and all by-products thereof or any liquids, gases or any of their related products, including, but not limited to water or other liquid or mineral substances, in, under, upon, over and through lands which Grantor owns or in which Grantor has an interest, situated in the Parish of St. Charles, State of Louisiana, more particularly described as follows:

Commencing at a point which is located at the southeast corner of the intersection of Rex Drive and Davis Drive, said point being the Point of Beginning; thence N 72 Degrees 48' 05" E, Actual, (N 72 Degrees 42' 00" E, Title), a distance of 465.25', Actual, (463.64' Title), to a point; thence S 15 Degrees 34' 50" W, Actual, (S 15 Degrees 33' 0" W, Title), a distance of 624.05', Actual, (623.73' Title), to a point; thence S 72 Degrees 42' 19" W, Actual and Title, a distance of 400.35' actual, (398.00' Title), to a point; thence N 17 Degrees, 17' 41" W, Actual, (N 17 Degrees 18' 00" W, Title) a distance of 101.20' Actual, (101.65' Title), to a point; thence N 15 Degrees 34' 50" E, Actual, (N 15 Degrees 33' 00" E, Title), a distance of 504.48', Actual, (504.73' Title), to a point, said point being the Point of Beginning. Said Tract is located in Section 25, T-13S, R-21E of St. Charles Parish, Louisiana.

The area of this tract being given is S.532 Acres. Being the land described in a Consent Judgment of Expropriation, to the herein Grantor, dated November 19, 1992, and recorded at Registry No. 170029, in Deed Book 459, page 292, of the Conveyance Records of the Parish of St. Charles, Louisiana ("Grantor's Land").

The lands included in and covered by this Grant of Servitude shall include, in addition to the above described lands, all land, if any, contiguous or adjacent to or adjoining the above described land that is owned by Grantor by whatever means, including but not limited to prescription, possession, reversion, or unrecorded instrument upon which the Pipeline Facilities, the Right-of-Way, and/or any Temporary Workspace are located.

The Right-of-Way herein granted shall be a total width of thirty feet (30'), extending fifteen feet (15') on either side of the centerline of the existing pipeline, and as generally depicted on Exhibit "A," attached hereto and made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a temporary servitude for the use as temporary work space ("Temporary Workspace") adjacent to both sides of the Right-of-Way to facilitate the construction, installation, inspection, maintenance, alteration, repair, protection, replacement (including changing the size of and substitution) of the Pipeline Facilities which is generally shown on Exhibit "A," and described as "Temporary Workspace". The Temporary Workspace will expire and revert back to Grantor twenty-four (24) months after the Pipeline Facilities are again placed in service.

Grantor reserves for itself, its successors and assigns, the right to use and enjoy the Right-of-Way for such purposes as do not unreasonably interfere with the rights granted herein, provided, however, such rights shall not include the right to construct, maintain or permit to be constructed or maintained any house, structure, pond, reservoir, or obstruction on, over, or under the Right-of-Way. Grantor shall not substantially change the grade over the Right-of-Way.

Grantor and Grantee agree that the above mentioned consideration includes payment for all damages for the construction of the Pipeline Facilities, including any severance damages to Grantor's Land. Grantee shall have the right, but not the obligation, to clear, and keep cleared, all trees, brush, undergrowth and other obstructions from the Right-of-Way without additional compensation to Grantor. Grantee shall not pay or be liable for any other or additional compensation or damages related to the initial construction or removal of trees, brush, undergrowth and other obstructions from the Right-of-Way. Grantee agrees to reimburse Grantor, or its designated agent or tenant as their respective interests may appear, for actual damages to growing crops, grasses, shrubs, or fences on the Right-of-Way caused by Grantee's exercise of its rights hereunder, in connection with the subsequent construction, operation, inspection, maintenance, alteration, repair, protection, modification (including changing the size of and substitution) of the Pipeline Facilities.

The servitude granted herein shall extend to and include the free and full right of ingress and egress over and across said Grantor's Land and other adjacent lands owned or leased by Grantor to and from said Right-of-Way for Grantee's exercise at any time, and from time to time, of the rights granted herein. To the extent Grantee determines it practicable, such ingress and egress should be over such roads or ways as may exist at the time of each particular exercise of Grantor's rights hereunder.

To the maximum extent permitted by Law, Grantor will indemnify and hold harmless Grantor from and against any and all liabilities to the extent and only to the extent such liabilities are caused by the exercise of Grantee's rights under this agreement in connection with: (i) bodily injury (including death) of any person and (ii) damage to the Grantor's real property or any personal property owned by Grantor. Grantee intends the foregoing indemnity and hold harmless obligations to apply to the extent that such liabilities are caused by the negligence or willful misconduct of Grantee. As used in this paragraph "Law" means all applicable federal, state and local codes, constitutions, decrees, directives, laws, licenses, ordinances, injunctions, orders, permits, regulations, requirements, rules and statutes; and "Liabilities" means all actions, claims, causes of action, costs, demands, damages, expenses, fines, lawsuits, liabilities, losses, obligations and penalties, including court costs, defense costs, settlement costs and reasonable attorneys' fees. Grantee's indemnity and hold harmless obligations to Grantor under this paragraph shall not include any special, indirect, consequential or punitive losses or damages resulting from the exercise of Grantee's rights under this agreement, including, without limitation, loss of or use, loss of profit or business interruptions, however same may be caused and regardless of the sole or concurrent negligence of any party.

This Grant of Servitude shall include, and Grantee shall have, all other rights and benefits necessary or convenient for the full enjoyment of the use of the rights herein granted, including but not limited to: the rights to install access to the Right-of-Way, to remove, clear and to keep clear, at any time in Grantee's sole and absolute discretion and with no additional compensation to Grantor, all buildings, walls or similar structures, above or below ground swimming pools, decks, pipelines and conduits, septic systems, leach fields, wells, rocks, trees, brush, limbs and any other structures or obstructions in or on the Right-of-Way which might interfere with the use of the Right-of-Way on the free and full right of ingress and egress; and to do any other lawful activities which are incidental to or helpful for the intended uses of the Right-of-Way set forth above.

Grantor shall not change the grade of, excavate, fill or flood the Right-of-Way, or interfere with the vegetative maintenance activities to the extent deemed necessary by Grantee.

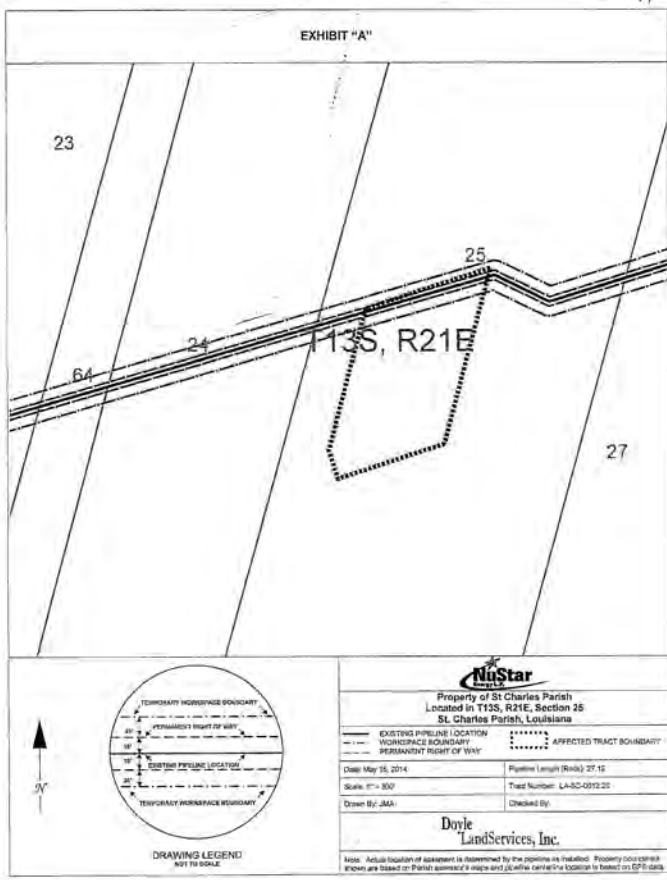
The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

The failure of Grantee to exercise any rights hereunder conveyed in any single instance shall not be considered a waiver of such rights and shall not be deemed to constitute an agreement by either party to the future, or if necessary, seeking an appropriate remedy in conjunction with such rights. The parties irrevocably agree to waive their right to a trial by jury.

Grantor understands and agrees that any person securing this grant is without authority from Grantor to make any agreement with respect to the subject matter herein expressed and this Grant of Servitude represents the entire agreement between the parties.

IN WITNESS WHEREOF, the GRANTOR herein has duly executed this Grant of Servitude on the date of the acknowledgment below. If this Grant of Servitude is executed by more than one Grantor, each Grantor shall be deemed to have executed this Grant of Servitude on the date of his, her or its respective acknowledgment below.

WITNESSES: GRANTOR: ST. CHARLES PARISH, LOUISIANA By: [Signature] Title: Parish President



GRANT OF SERVITUDE

STATE OF LOUISIANA
PARISH OF ST CHARLES

KNOW ALL BY THESE PRESENTS: that the undersigned St. Charles Parish, Louisiana whose address for purposes of this grant is (P.O. Box 302, Hahnville, LA, 70057), (hereinafter called "Grantor"), whether one or more, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration paid by NuStar Pipeline Operating Partnership L.P., a Delaware limited partnership, whose address is 19003 IH 10 West, San Antonio, Texas 78257, with a mailing address of P.O. Box 781699, San Antonio, Texas 78278 (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, bargain, sell and convey unto Grantee, its successors and assigns, a permanent servitude, right-of-way and easement ("Right-of-Way") and the existing Grantee pipeline for the purpose of constructing, laying, maintaining, operating, inspecting, altering, repairing, replacing, removing, reconstructing, relocating, changing the size of, abandoning and removing and existing pipeline, from time to time, and any and all necessary or useful appurtenances thereto, including but not limited to fittings, tie-overs, valves, tap valves, cathodic protection devices, rectifiers, pig launchers and receivers, fences, meters, pipeline markers, pipeline data acquisition and telecommunication equipment, electric service, and other appurtenant facilities whether above or below ground (collectively, the "Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transportation of oil, petroleum, gas, hydrocarbons, anhydrous ammonia, natural gas and all by-products thereof or any liquids, gases or any of their related products, including, but not limited to water or other liquid or mineral substances, in, under, upon, over and through lands which Grantor owns or in which Grantor has an interest, situated in the Parish of St Charles, State of Louisiana, more particularly described as follows:

Tract 1: Legal Description of Parcel "B" being located with Hidden Oaks Subdivision, Phase II-A in Sections 11, 53 & 54, T-13-S, R-21-E, Near Luling in St. Charles Parish, Louisiana more particularly described as follows: Commencing at the southeast corner of Lot 9, Hidden Oaks Subdivision, Phase I at the found 1/2" iron pipe; thence S 60 Degrees 57' 10" E, 50.00' (feet); the point of beginning of said Parcel "B"; thence S 60 Degrees, 57' 10" W, 103.26; (feet); thence S 33 Degrees 20' 19" W, 150.42' (feet); thence N 60 Degrees 57' 10" W, 103.60' (feet); thence N 33 Degrees 28' 00" E, 37.50' (feet); thence along a non-tangential curve to the left with a radius of 60.00' (feet) and arc of 136.92' (feet); thence N 33 Degrees 28' 00" E, 3.86' (feet) to the point of beginning, containing 0.293 acres, more or less, and shown more fully on a map entitled "Final Plat of Hidden Oaks Subdivision, Phase II-A, being a resubdivision of a portion of Tract "LE-2" into Lots 18-31 & 68-81 and Parcels "A" and "B", in Luling, St. Charles Parish, LA, for JJJ Development Partners, L.L.C., in Sections 10, 11, 53 & 54 of T13S-R21E and Sections 89 & 90 of T13S-R20E of the Southeastern Land District, West of the Mississippi River," dated March 12, 2007, by L. Lyles Budden, P.L.S.

Tract 2: Legal Description of Parcel "A" being located with Hidden Oaks Subdivision, Phase II-A in Sections 10 & 54, T-13-S, R-21-E, Near Luling in St. Charles Parish, Louisiana more particularly described as follows: Commencing at the southeast corner of Lot 9, Hidden Oaks Subdivision, Phase I at the found 1/2" iron pipe and the point of beginning of said Parcel "A"; thence along a non-tangential curve to the left with a radius of 60.00' (feet) and arc of 136.92' (feet); thence S 33 Degrees 28' 00" W, 41.36' (feet); thence N 60 Degrees 57' 10" W, 101.63' (feet); thence N 33 Degrees 58' 00" E, 18.78' (feet); thence N 33 Degrees 28' 00" E, 131.66' (feet); thence S 60 Degrees 57' 10" E, 101.99' (feet) to the point of beginning, containing 0.288 acres, more or less, and shown more fully on a map entitled "Final Plat of Hidden Oaks Subdivision, Phase II-A, being a resubdivision of a portion of Tract "LE-2" into Lots 18-31 & 68-81 and Parcels "A" and "B", in Luling, St. Charles Parish, LA, for JJJ Development Partners, L.L.C., in Sections 10, 11, 53 & 54 of T13S-R21E and Sections 89 & 90 of T13S-R20E of the Southeastern Land District, West of the Mississippi River," dated March 12, 2007, by L. Lyles Budden, P.L.S.

Tract 3: Commencing at a Found Iron Pipe located at the Northwest corner of the Monsanto Company Tract, being at the intersection of a North/South line common to Sections 22 and 23 and the southern right-of-way limit of the Texas Pacific Railroad; proceed along the arc of a curve having a radius of 11,508.92 feet, a chord bearing of N 89 Degrees 00' 09" E and a chord length of 843.13 feet a distance of 845.32 feet to a Found Iron Pipe being the intersection of the east property line of said tract and the southern right-of-way limit of the Texas Pacific Railroad and also being the Point-of-Beginning; thence S14 Degrees 50' 49" W along the westerly boundary of Section 24 and the easterly boundary of the property owned by the Monsanto Company 4907.77 feet to the northerly edge of a 150 foot wide Southern Pacific Railroad right-of-way; then S72 Degrees 08' 39" W along said right-of-way 33.33 feet; thence N14 Degrees 50' 49" E a distance of 4916.77 feet to the southerly edge of a 100 foot wide Texas Pacific Railroad right-of-way; thence along the arc of a curve tangent to a bearing of N87 Degrees 02' 29" E having a radius of 11,508.92 feet, a chord bearing of N 86 Degrees 58' 17" E and a chord length of 29.44 feet along said right-of-way a distance of 29.44 feet to the point-of-beginning and containing 3.16 acres more or less.

Tract 1 and Tract 2 being the land described in (an) Act of Dedication from JJJ Development Partners, L.L.C., to the herein Grantor, dated April 10, 2007, and recorded at Registry No. 329796, in Deed Book 663, page 363, of the Conveyance Records of the Parish of St Charles, Louisiana and Tract 3 being the land described in a Donation from Monsanto Company, to the herein Grantor, dated December 4, 1989, and recorded at Registry No. 148197, in Deed Book 419, page 273, of the Conveyance Records of the Parish of St Charles, Louisiana ("Grantor's Land").

The lands included in and covered by this Grant of Servitude shall include, in addition to the above described lands, all land, if any, contiguous or adjacent to or adjoining the above described land that is owned by Grantor or controlled by Grantor, including, but not limited to, prescription, possession, reversion, or unrecorded instrument upon which the Pipeline Facilities, the Right-of-Way, and/or any Temporary Workspace are located.

The Right-of-Way herein granted shall be a total width of thirty feet (30'), extending fifteen feet (15') on either side of the centerline of the existing pipeline, and as generally depicted on Exhibit "A" attached hereto and made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a temporary servitude for the use as temporary work space ("Temporary Workspace") adjacent to both sides of the Right-of-Way to facilitate the construction, installation, inspection, maintenance, alteration, repair, protection, replacement (including changing the size of and substitution), and removal of the Pipeline Facilities which is generally shown on Exhibit "A," and described as "Temporary Workspace". The Temporary Workspace will expire and revert back to Grantor twenty-four (24) months after the Pipeline Facilities are again placed in service.

Grantor reserves for itself, its successors and assigns, the right to use and enjoy the Right-of-Way for such purposes as do not unreasonably interfere with the rights granted herein, provided, however, such rights shall not include the right to construct, maintain or permit to be constructed or maintained any house, structure, pond, reservoir, or obstruction on, over, or under the Right-of-Way. Grantor shall not substantially change the grade over the Right-of-Way.

Grantor and Grantee agree that the above mentioned consideration includes payment for all damages for the construction of the Pipeline Facilities, including any severance damages to Grantor's Land. Grantor shall have the right, but not the obligation, to clear, and keep cleared, all trees, brush, undergrowth and other obstructions from the Right-of-Way without additional compensation to Grantor. Grantor shall not pay or be liable for any other or additional compensation or damages related to the initial construction or removal of trees, brush, undergrowth and other obstructions from the Right-of-Way. Grantee agrees to reimburse Grantor, or its designated agent or tenant at their respective interests may appear, for actual damages to growing crops, grasses, shrubbery, or fences on the Right-of-Way caused by Grantee's exercise of its rights hereunder, in connection with the subsequent construction, operation, inspection, maintenance, alteration, repair, protection, modification (including changing the size of and substitution) of the Pipeline Facilities.

The servitude granted herein shall extend to and include the free and full right of ingress and egress over and across said Grantor's Land and other adjacent lands owned or leased by Grantor to and from said Right-of-Way for Grantee's exercise at any time, and from time to time, of the rights granted herein. To the extent Grantee determines it practicable, such ingress and egress should be over such roads or ways as may exist at the time of each particular exercise of Grantor's rights hereunder.

To the maximum extent permitted by Law, Grantee will indemnify and hold harmless Grantor from and against any and all liabilities to the extent and only to the extent such liabilities are caused by the exercise of Grantee's rights under this agreement in connection with: (i) bodily injury (including death) of any person and (ii) damage to the Grantor's real property or any personal property owned by Grantor. Grantee intends the foregoing indemnity and hold harmless obligations to apply to the extent that such liabilities are caused by the negligence or willful misconduct of Grantee. As used in this paragraph "Law" means all applicable federal, state and local codes, constitutions, decrees, directives, laws, licenses, ordinances, injunctions, orders, permits, regulations, requirements, rules and statutes; and "Liabilities" means all actions, claims, causes of action, costs, demands, damages, expenses, fines, lawsuits, liabilities, losses, obligations and penalties, including court costs, defense costs, settlement costs and reasonable attorneys' fees. Grantee's indemnity and hold harmless obligations to Grantor under this paragraph shall not include any special, indirect, consequential or punitive losses or damages resulting from the exercise of Grantee's rights under this agreement, including, without limitation, loss or use, loss of profit or business interruptions, however same may be caused and regardless of the sole or concurrent negligence of any party.

This Grant of Servitude shall include, and Grantee shall have, all other rights and benefits necessary or convenient for the full enjoyment of the use of the rights herein granted, including but not limited to: the right to limit access to the Right-of-Way; to remove, clear and to keep clear, at any time in Grantee's sole and absolute discretion and with an additional compensation to Grantor, all buildings, walls or similar structures, above or below ground swimming pools, decks, pipelines and conduits, septic systems, leach fields, wells, rocks, trees, brush, limbs and any other structures or obstructions in or on the Right-of-Way which might interfere with the use of the Right-of-Way or the free and full right of ingress and egress; and to do any other lawful activities which are incidental to or helpful for the intended uses of the Right-of-Way set forth above.

Grantor shall not change the grade of, excavate, fill or flood the Right-of-Way, or interfere with the vegetative maintenance activities to the extent deemed necessary by Grantee.

The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

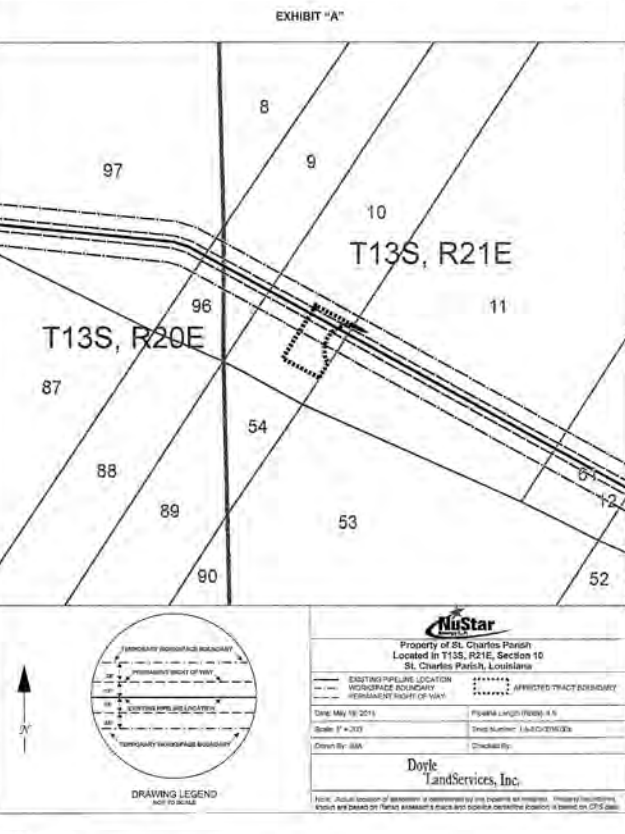
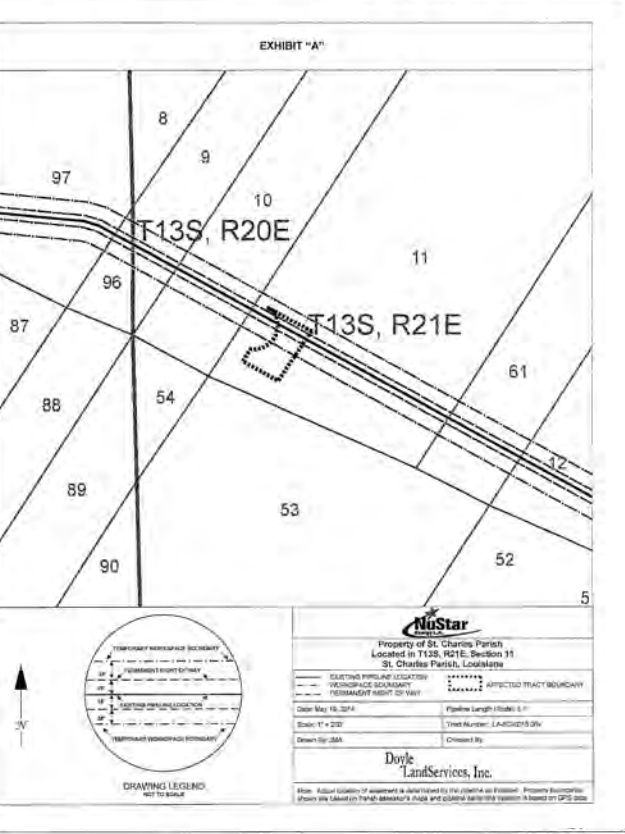
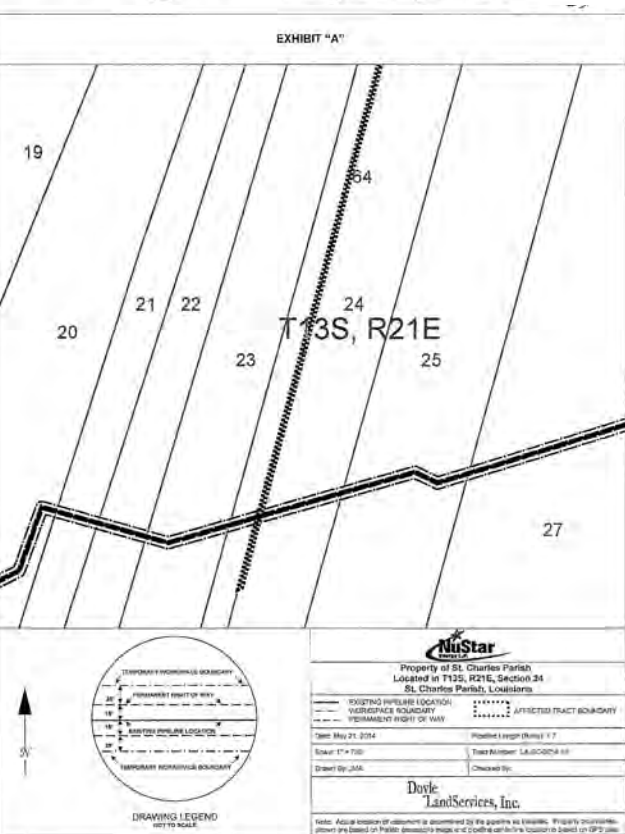
The failure of Grantee to exercise any rights herein conveyed in any single instance shall not be considered a waiver of such rights and shall not bar Grantee from exercising any such rights in the future, or if necessary, seeking an appropriate remedy in conjunction with such rights. The parties irrevocably agree to waive their right to a trial by jury.

Grantee understands and agrees that any person signing this grant is without authority from

Grantor to make any agreement with respect to the subject matter not herein expressed and this Grant of Servitude represents the entire agreement between the parties.

IN WITNESS WHEREOF, the GRANTOR herein has duly executed this Grant of Servitude on the date of the acknowledgment below. If this Grant of Servitude is executed by more than one Grantor, each Grantor shall be deemed to have executed this Grant of Servitude on the date of his, her or its respective acknowledgment below:

WITNESSES: *[Signatures]*
GRANTOR: ST. CHARLES PARISH, LOUISIANA
By: *[Signature]*
Print Name: *[Name]*
Title: *[Title]*



2014-0282
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(CHIEF ADMINISTRATIVE OFFICER)

ORDINANCE NO. 14-9-12
An ordinance to approve and authorize the Parish President to execute a Lease agreement with Raven Land, LLC for the County Agent's office in St. Charles Parish.

WHEREAS, the St. Charles Parish County Agent's office is currently located at 1313 Paul Maillard Road, Suites D & E in Luling, and,

WHEREAS, the current lease expires on September 30, 2014 and it is the desire of the Parish Council to approve the renewal of said lease.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the lease between Raven Land, LLC and St. Charles Parish for office space to house the County Agent is hereby approved.

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

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

YEAS: SCHEXNAYDRE, LEWIS, WILSON, BRNEDRTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: WOODRUFF

And the ordinance was declared adopted this 15th day of September, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
SECRETARY: *[Signature]*
DIVISION PRESIDENT: *[Signature]*
APPROVED: *[Signature]* DISAPPROVED: *[Signature]*

PARISH PRESIDENT: *[Signature]*
RETROSECRETARY: *[Signature]*
AT: 9:50 a.m. REC'D BY: *[Signature]*

COMMERCIAL LEASE

PARTIES: This lease, dated _____ by and between RAVEN LAND, LLC (hereafter "LESSOR"), AND ST. CHARLES PARISH COUNTY AGENT (hereafter "LESSEE")

WITNESSES:

LEASED PREMISES: In consideration of the rental stated herein and their mutual covenants, LESSOR leases to LESSEE and LESSEE leases from LESSOR, on the terms and conditions herein, the following described premises: 1313 PAUL MAILLARD ROAD, SUITES "D & E" of the VILLAGE SQUARE SHOPPING CENTER, hereafter referred to as the "LEASED PREMISES".

1. TERMS: The term of this lease is 36 months commencing October 1, 2014 and expiring September 30, 2017. The effective date of this lease will be October 1, 2014.

2. EARLY OCCUPANCY: The parties agree that LESSEE is to occupy the premises on N/A, which is the commencement date of this lease, for the purposes of conducting installations and alterations to the leased premises. Rent does not commence until the effective date.

3. DELAYED POSSESSION: In the event the LEASED PREMISES are not ready for occupancy by the commencement date, due to causes beyond LESSOR's control, the commencement date will be the date of actual occupancy and the expiration date shall remain unchanged. Provided however, if the delay in occupancy exceeds 90 days, LESSEE, at his option, may cancel this lease.

4. RENTAL: LESSEE agrees to pay to LESSOR, without deduction, set off, prior notice or demand, rental during said term payable on the FIRST DAY OF EACH MONTH in advance as follows, One thousand, nine hundred dollars (\$1900.00) which include property taxes and insurance. Monthly rental payments shall be due and payable on or before the first day of each calendar month beginning on the "effective date" during the demised term provided. If the "effective date" should be a date other than the first day of a calendar month, the monthly rental set forth above shall be prorated to the end of that calendar month and all succeeding installments of rent shall be payable on or before the first day of each succeeding calendar month during the demised term.

All rentals due under this lease are payable to the order of RAVEN LAND, LLC and delivered to LESSOR at P.O. BOX 47, LULING, LA 70070, or as LESSOR or his succession representative may hereafter from time-to-time designate in writing.

5. SECURITY DEPOSIT: On the date of execution of this lease by LESSEE, there shall be due and payable by LESSEE a security deposit in an amount of N/A to be held for the performance by LESSEE of LESSEE'S covenants and obligations under this lease, it being expressly understood that the deposit shall not be considered an advance payment of rental or a measure of LESSOR'S damage in case of default by LESSEE or breach by LESSEE or LESSEE'S covenants under this lease. Such security deposit will be held by LESSOR without interest and LESSEE hereby pledges such deposit to LESSOR and grants LESSOR a continuing, unconditional security interest in such deposit to secure the full payment by LESSEE of all sums due under this lease and the full performance by LESSEE of all of its obligations hereunder. LESSOR may, from time-to-time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of rent and/or damage, injury, expense or liability caused to LESSOR by the event of default or breach covenant, any remaining balance of the security deposit to be returned by LESSOR to LESSEE upon termination of this lease.

6. PURPOSE & USE: LESSEE shall occupy the LEASED PREMISES throughout the full term of the lease and the principal business to be conducted is described as COUNTY AGENT'S OFFICE, but for no other purpose that is illegal nor in any manner creating a nuisance or trespass. Neither sidewalks nor loading docks or any other outside area shall be used for sale, storage or display in any manner whatsoever. LESSEE agrees to comply with (and to indemnify LESSOR from any violation of) all laws or ordinances relative to LESSEE'S use of the LEASED PREMISES.

7. COMPLIANCE WITH LAWS & REGULATIONS: LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary of any such use. LESSEE shall comply with all governmental laws, ordinances and regulations applicable to the use of the LEASED PREMISES and shall promptly comply with all governmental orders and directives for the corrections, preventions and abatement of nuisances in, upon or connected with LEASED PREMISES, all at LESSEE'S sole expense. Without LESSOR'S prior written consent, LESSEE shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly flammable or considered to be a HAZARDOUS MATERIAL (see Hazardous Material below). LESSEE will not permit the LEASED PREMISES to be used for any purpose or in any manner which would render the insurance thereon void or the insurance risk more hazardous.

8. HAZARDOUS MATERIALS: As used in this lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitations petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. LESSEE shall not cause or permit any "hazardous material" to be generated, produced, brought upon, used, stored, treated or disposed of in or about the LEASED PREMISES by LESSEE, its agents, employees, contractors, sub-lessees or invites without the prior written consent of LESSOR. LESSOR shall be entitled to take into account such other factors or facts LESSOR may reasonably determine to be relevant in determining whether to grant or withhold consent to LESSEE'S proposed activity with respect to "hazardous materials". In no event, however, shall LESSOR be required to consent to the installation or use of any storage tanks on the property.

9. ACCEPTANCE OF PREMISES - CONDITION & SUITABILITY: LESSEE hereby accepts the LEASED PREMISES in its existing condition (except as provided in Section 10) and assumes responsibility for the condition of the LEASED PREMISES. Any improvements or alterations desired by LESSEE shall be at LESSEE'S cost, with LESSOR'S prior written approval, except as hereinafter provided.

10. WARRANTY OF OPERABILITY: LESSOR warrants that all building systems, including but not limited to air conditioning/heating (HVAC), electrical, plumbing, door and sprinkler systems (if applicable) will be in good working order at the inception of this lease. LESSEE has ten (10) days upon taking occupancy to inspect the LEASED PREMISES for any deficiencies in said systems, during which period LESSEE is to notify LESSOR, or its agent, of any needed repairs and LESSOR shall perform promptly (or as practical) at LESSOR'S expense. LESSEE'S failure to notify LESSOR as described above will be construed as LESSEE'S acceptance of the LEASED PREMISES.

11. ALTERATIONS: All alterations, replacements and improvements made upon the LEASED PREMISES during the lease, including lighting, ceiling fans, electrical wiring, office partitions, flooring/carpeting, all heating and air conditioning, plumbing and plumbing fixtures shall be done only with the prior express written consent of LESSOR and shall become the property of the LESSOR upon the expiration of the lease. However, those certain trade fixtures, machinery and equipment installed by LESSEE solely for use in his business shall remain the property of LESSEE; such trade fixtures, machinery and equipment installed by LESSEE shall be removed at the expiration date of the lease, provided the lessee is not in default and provided the premises are returned to the same condition as when let, ordinary wear and tear, Act of God or other casualty excepted. In the event LESSEE fails to remove any such fixture, machinery or equipment installed by it, LESSOR may at their option and at LESSEE'S expense demolish, remove and dispose of all such items or may retain as property of LESSOR without reimbursement to LESSEE. LESSEE undertakes that no lien, privilege or claim of any kind shall rest against the LEASED PREMISES from any repairs, alterations, additions or improvements or from the construction of any building or buildings and agrees to furnish, at its own cost, to LESSOR, upon LESSOR'S request therefore, the bond of a responsible Surety Company, qualified to do business in the State of Louisiana, and reasonably acceptable to LESSOR, conditioned to hold LESSOR harmless against any such lien, privilege or claim; said bond to be for an amount equal to the estimated cost of such construction, restoration, alterations, additions or improvements. No consent of LESSOR for LESSEE to make improvements or repairs to the premises shall be deemed to permit LESSOR'S interest to become subject to labor or material liens and privileges.

12. LESSEE'S SIGNS & SIGN REMOVAL: Unless otherwise agreed in this lease, LESSEE shall not be permitted to place any signs on the LEASED PREMISES without LESSOR'S prior written approval. Such approval shall not be unreasonably withheld. Upon termination of this lease, LESSEE shall remove any sign, advertisement or notice painted on or affixed to the LEASED PREMISES and restore the place it occupied to the condition in which it existed as of the date of lease. Upon LESSEE'S failure to do so, LESSOR may do so at LESSEE'S expense.

13. PARKING: LESSEE shall have exclusive use of the provided parking spaces. LESSEE is solely responsible for securing its interest as it pertains to use of its designated parking by others.

14. UTILITIES: All utility charges on the LEASED PREMISES shall be paid by LESSEE including cost of electricity, water and gas (if applicable), garbage pickup, sewer and any special fees.

15. MAINTENANCE AND REPAIR BY LESSEE: LESSEE will at LESSEE'S sole expense keep and maintain in good repair the entire LEASED PREMISES including without limitation interior walls, floors, ceilings, ducts, utilities, air conditioning, heating and plumbing and also including any loading docks.

It is specifically acknowledged that safety and replacement of the plate glass is LESSEE'S responsibility, as well as keeping pipes from freezing in winter.

LESSEE shall immediately repair any damages caused by LESSEE. LESSEE shall also maintain a high degree of neatness and cleanliness. If LESSEE does not correct damages and/or clean the LEASED PREMISES within five (5) days of written notification by LESSOR, LESSOR may proceed with repairs and/or cleanup at LESSEE'S expense.

LESSEE agrees not to store merchandise or leave trash outside the LEASED PREMISES. All trash shall be kept in containers. Should LESSEE be in default in the requirements of this provision, LESSOR may, after notice to LESSEE, remedy such default at LESSEE'S expense and such expense shall be treated as additional rental due under this lease by LESSEE.

LESSOR shall be initially responsible for the good operation of the air conditioning and heating (HVAC) system upon commencement of this lease. Once the HVAC system is determined to be in good working order, LESSEE shall be responsible to maintain said system at its cost and expense.

16. MAINTENANCE AND REPAIR BY LESSOR: LESSOR shall be responsible only to maintain and perform repairs to the roof, foundations and outside walls (not including doors and floors) of the LEASED PREMISES. All other parts of and equipment serving the LEASED PREMISES shall be LESSEE'S responsibility. However, LESSOR shall not be obligated to make any repair to such roof, foundations and outside walls unless it shall be notified in writing by LESSEE of the need of such repair and shall have a reasonable period of time to make such repair and shall not be liable to make any repair to the roof, foundations or outside walls occasioned by LESSEE'S acts or negligence. LESSOR shall not be liable for any damage or loss in consequence of defects in the LEASED PREMISES causing leaks, stoppage of water, sewer or drains or any other defects about the building and LEASED PREMISES, unless such damage or loss is caused by defects in the roof, foundations or outside walls (not including doors and floors) that LESSOR shall have failed to repair within a reasonable time following written demand of LESSEE to do so. Where contractors or manufacturers' warranties are applicable to parts of the LEASED PREMISES other than the roof, foundations or outside walls, and the LESSEE has advised the LESSOR in writing of the need of enforcement of such warranties, the LESSOR, at its option, will either enforce such warranties for LESSEE'S benefit at LESSEE'S expense or assign such warranties to LESSEE for LESSEE to enforce at LESSEE'S expense.

17. COMMON AREA: LESSOR shall have the right from time-to-time to establish, modify and enforce reasonable rules and regulations with respect to all such facilities and areas, to change traffic access provided the LEASED PREMISES are not adversely and not in violation of the terms of the lease, parking by LESSEE, their officers, agents and employees to designated areas and to do and perform such other acts as LESSOR shall, in the use of its business judgment, determine to be advisable with a view to the improvement of the convenience and use thereof by LESSEE, their officers, agents, employees and customers.

18. INSURANCE AND INDEMNITY:

(A) LIABILITY AND PROPERTY DAMAGE: LESSEE shall at all times during the full term of this lease and during the full term of any holdovers or other rental agreements carry and maintain at its own cost and expense General Public Liability Insurance against claims for personal injury or death and property damage occurring on the LEASED PREMISES, such insurance to afford protection to both LESSOR and LESSEE, as their interest may appear, including coverage for the contract liability of LESSEE to LESSOR assumed hereunder, and it is to be maintained in reasonable amounts, having regard to the circumstances and the usual practice in the time of production of owners and lessees of comparable facilities in the New Orleans Metropolitan area, but in no event in amounts less than \$1,000,000.00 with respect to bodily injury or death to any one person, \$1,000,000.00 with respect to any one accident, and for property damage not less than \$1,000,000.00.

LESSEE shall deliver to LESSOR evidence of liability and property damage insurance in the limits heretofore prescribed and shall name LESSOR as additional insured, said evidence to be delivered promptly upon the execution of this lease and when applicable, all renewals thereof.

(B) PLACEMENT OF INSURANCE: All of the aforementioned policies of insurance shall be written and maintained in reasonable insurance companies duly authorized and licensed to do business in and to issue policies in the State of Louisiana. The policies providing for the protection required in subparagraph A hereof may remain in the possession of LESSEE, provided, however, that LESSEE furnish satisfactory evidence to LESSOR or the LESSOR'S mortgagee that such policy or policies fulfill the requirements of this subparagraph.

(C) VOIDING INSURANCE: LESSEE will not permit the herein LEASED PREMISES to be used for any purpose which would render the insurance thereon void.

(D) INDEMNITY: LESSEE shall and will forever indemnify and save harmless LESSOR from and against any and all liability, penalties, expense, cause of action, suits, claims or judgments for death, injury or damages to persons or property during the term of this lease while on or arising out of the use, occupation, management or control of the LEASED PREMISES, adjacent property, streets and sidewalks or any act of operation on any thereof, or growing out of the demolition, construction, alteration or repair of any building or structure on the premises, or any other such death, damage or injury results from the negligence of LESSEE or its sub-lessee or their respective agents or employees or otherwise. LESSEE shall and will, at its own expense, defend any and all suits that may be brought against LESSOR, or any of them, or in which LESSOR, or any of them may be impleaded with others, upon any such above mentioned claim or claims and shall and will satisfy, pay and discharge any and all judgments that may be recovered against LESSOR or any of them in any such action or actions in which LESSOR or any of them may be a party defendant.

19. ACTS OF LESSEE AFFECTING INSURANCE: LESSEE shall not do or cause or suffer anything to be done or remain on or about the LEASED PREMISES or carry on or permit upon the LEASED PREMISES any trade or occupation or suffer to be done anything whereby the policy or policies of fire or other casualty insurance covering the LEASED PREMISES shall become void or suspended or that may render an increased or extra premium payable for the insurance of the LEASED PREMISES against fire and the hazards insured under extended coverage, unless such thing or activity is consented to in writing by the LESSOR and even if LESSOR consents to such thing or activity, LESSEE shall pay such increased or extra premium from time-to-time, on each occasion within ten (10) days after LESSEE shall have been advised of the amount thereof. Should LESSEE'S occupancy cause LESSOR to be unable to obtain fire or other casualty insurance covering the LEASED PREMISES, LESSOR

shall have the right to terminate this lease upon giving LESSEE not less than (10) days prior notice and LESSEE shall be and remain liable to LESSOR for all damages payable upon a default termination under Section 32 hereof.

20. TAXES:

(A) Subject to provisions of subparagraph B below, LESSOR agrees to pay before they become delinquent all taxes (both general and special), assessments or governmental charges (hereinafter collectively referred to as "taxes") lawful levied or assessed against the premises or any part thereof, provided, however, LESSOR may at its sole cost and expense (in its own name or in the name of both, as it may deem appropriate) dispute and contest the same, and in such case, such disputed item need not be paid until finally adjudged to be valid.

(B) The maximum amount of taxes levied or assessed against the premises during any one real estate tax year to be paid by the LESSOR shall be PARISH AND STATE TAXES. If in any real estate tax year during the term hereof or any renewal or extension, the taxes levied or assessed against the premises for such tax year shall exceed the sum as calculated in the preceding sentence, LESSEE shall pay to LESSOR upon demand such excess as additional rental.

(C) If at any time during the term of this lease the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, levies or charges levied, assessed or imposed on LESSOR a capital levy or other tax directly on the rents received therefrom or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents for the present or any future building or buildings on the premises, then all such taxes, assessments, levies or charges or the part thereof so measured or based shall be deemed to be included within the term "taxes" for the purposes hereof.

21. DAMAGE AND DESTRUCTION:

In case the said LEASED PREMISES shall be so damaged by fire or other cause as to be rendered untenable and necessary repairs cannot be made within 120 days, this lease shall terminate as of the time the LEASED PREMISES were rendered untenable. However, if the damage is such that repairs can be completed within 120 days, LESSOR agrees to make such repairs promptly and to allow LESSEE an abatement in rent for such time as the LEASED PREMISES remains untenable.

22. WAIVER OF SUBROGATION:

Neither the LESSOR nor the LESSEE shall be liable to the other for the loss arising out of damage to or destruction of the LEASED PREMISES or the building or improvements which the LEASED PREMISES are a part thereof, when such loss is caused by any of the perils which are or could be included within or are insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any.

23. LESSOR RIGHT OF ENTRY:

LESSOR may enter the premises at reasonable times to inspect the same to make repairs and alterations or to run pipe or electric wire, as LESSOR may deem necessary and appropriate provided that LESSOR will not unduly inconvenience LESSEE'S business.

24. QUIET POSSESSION:

LESSOR agrees to warrant and defend LESSEE in its quiet and peaceful possession of the LEASED PREMISES so long as the lease is in default.

25. CONDEMNATION:

If all of the LEASED PREMISES are taken by condemnation or eminent domain proceedings or if so much of the LEASED PREMISES are so taken that the remainder is wholly inadequate of LESSEE'S business purposes (a "Total Taking"), this lease shall terminate. If the taking is not sufficiently extensive to constitute a Total Taking and if the taking includes a part of the building, then rent will not be reduced by the originally leased. If the taking does not include a part of the building, then rent will not be reduced by the taking so long as all parking spaces located on the LEASED PREMISES that are lost by the taking are replaced; then rent shall be reduced in an amount that is appropriate to compensate LESSEE for the lost parking facilities.

26. SUBORDINATION - ESTOPPEL CERTIFICATES:

This lease is subject and subordinate to any mortgage that now or hereafter encumbers or affects the LEASED PREMISES or any part thereof. This clause shall be self-operative and the mortgage need require no further instrument of subordination. In confirmation of such subordination, however, LESSEE shall, at LESSOR'S request, promptly execute any appropriate certificate or instrument containing an agreement by the mortgagee that so long as LESSEE is not in default under this lease such mortgage will not disturb LESSEE'S possession of the LEASED PREMISES.

27. ASSIGNMENT OR SUBLETING:

This lease may not be assigned and the LEASED PREMISES may not be sublet, partially or fully, without prior written consent of LESSOR. Even in the event of permitted assignment or subletting, LESSEE acknowledges that it shall remain fully responsible for compliance with all terms of the lease. Any sub-lease occupying any part of this space shall be the act of subletting formally or informally assume all obligations of LESSEE, whether or not LESSOR knew of or approved or disapproved of such subletting.

28. EXTENSION OF LEASE:

Provided LESSEE is not in default of any of the terms of this lease, LESSEE shall have the option to extend this lease for three (3) periods with the monthly rental rate to be determined. The terms of said extension will be negotiated six (6) months prior to the end of this original lease period. To exercise this option, LESSEE must give LESSOR written notice of its intent to extend the lease six (6) months prior to the termination of this lease.

29. DELIVERY AT EXPIRATION OF LEASE:

At expiration of this lease, LESSEE shall redeliver to LESSOR the LEASED PREMISES in good order and condition clear of all goods and broom-cleaned and shall make good all damages to the premises, usual and reasonable wear and tear damage excepted and shall remain liable for holdover rent until the premises with keys shall be returned in such order to LESSOR, provided, however that the assessment of such holdover rent will not deprive LESSOR of the right to require that LESSEE vacate the LEASED PREMISES immediately upon lease termination and LESSOR will have and retain the right to commence immediate eviction proceedings or take such other steps as are necessary to secure the removal of LESSEE from the LEASED PREMISES.

30. LATE CHARGES:

LESSEE'S failure to pay rent promptly may cause LESSOR to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to processing and accounting charges and late charges which may be imposed on LESSOR by any ground lease, mortgage or trust deed encumbering the LEASED PREMISES. Therefore, if LESSOR does not receive any rent payment within five (5) days after it becomes due, LESSEE shall pay LESSOR a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs LESSOR will incur by reason of such payment.

31. LEASE HOLDOVER:

Should LESSEE remain on the LEASED PREMISES after expiration of this lease agreement, LESSOR has the option to interpret such actions as creating a month-to-month lease at a rental of fifty percent (50%) higher than that payable for the last month of the lease term, or to consider the holding over a trespass. Only a new signed lease or extension agreement shall deprive LESSOR of the choice of action.

32. DEFAULT BY LESSEE:

Should LESSEE fail to pay any of the rentals provided for herein promptly on the day when the same shall become due and payable hereunder and shall continue in default for a period of five (5) days after written notice thereof by LESSOR, or should LESSEE fail to comply with any of the other obligations of this lease within twenty (20) days from the mailing by LESSOR of notice demanding same or in the event of LESSOR'S bankruptcy, receivership, insolvency or assignment of the benefit of creditors or the attachment of the contents of the LEASED PREMISES by law or LESSEE'S failure to maintain a going business in the LEASED PREMISES, then LESSOR shall have the right, at LESSOR'S option (1) to cancel this lease, in which event there shall be due to LESSOR as liquidated damage a sum equal to the amount of the guaranteed rent for one year or alternatively at LESSOR'S option to be reimbursed all actual cost incurred in re-entering, renovation and re-letting said premises; (b) to accelerate all rentals due for the unexpired remaining term of this lease and declare same immediately due and payable; and/or (c) to sue for the rents in intervals or as the same accrues.

The foregoing provisions are without prejudice to any remedy, which might otherwise be used under the laws of Louisiana for arrears of rent or breaches of contract or to any lien to which LESSOR may be entitled.

If LESSEE has taken steps to cure any default not cured in twenty (20) days, such additional reasonable time as is necessary to cure such default shall be granted LESSEE, but never to exceed thirty (30) days. Should LESSOR terminate this lease as provided in this article, LESSOR may re-enter said LEASED PREMISES and remove all persons or personal property without legal process and all claims for damages by reason of such re-entry are expressly waived.

33. NON-WAIVER:

Failure of LESSOR to declare immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but LESSOR shall have the right to declare default at any time. No waiver of any default shall alter LESSEE'S obligations under the lease with respect to any other existing or subsequent default.

34. ATTORNEY'S FEES AND EXPENSES:

In the event it becomes necessary for either party to employ an attorney to enforce collection of the rents agreed to be paid or to enforce compliance with any of the covenants and agreements herein contained, the unsuccessful litigant will be liable for reasonable attorney's fees, costs and expenses incurred by the other party.

35. INTEREST ON PAST DUE OBLIGATIONS:

Any amount owed by LESSEE to LESSOR which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by LESSEE under this lease. The payment of interest on such amounts shall not excuse or cure any default by LESSEE under this lease. If the interest rate specified in this lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by applicable law.

36. DEFINITION OF TERM:

For all purposes of this lease, references to "term" shall include not only the primary term as set forth on Page 1 hereof. References to date or time periods in relation to expiration or termination shall relate not only to the expiration or termination of said primary term, shall then have been exercised to otherwise instituted.

37. ENTIRETY OF UNDERSTANDING IN WRITTEN LEASE:

It is agreed that the entire understanding between the parties is set out in the lease and any riders which are hereto annexed and that this lease supersedes and voids all prior proposals, letters and agreements, oral or written. The law of Louisiana where the LEASED PREMISES are situated shall apply.

38. CONFLICTS:

If there is any conflict between the printed portions and the typewritten or handwritten portions, the typewritten or handwritten portion shall prevail.

39. BENEFITS OF PARTIES:

All of the provisions hereof shall be binding upon and shall inure to the benefit of LESSOR and LESSEE, their heirs, executors, administrators, successors and assigns (as the case may be).

40. GOVERNING LAW: This lease shall be governed by and construed in accordance with the laws of the State of Louisiana then in effect.

41. LEASE RECORDATION: All parties to this lease may, but shall not be obligated to record this lease. However, either LESSOR or LESSEE shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" or memorandum of this lease for purposes of recordation. The memorandum shall describe the parties, the LEASED PREMISES and the term of this lease and shall incorporate this lease by reference.

42. NOTICES: Any notice, demand, request, document or other act of communication required or permitted to be given under this lease shall be in writing and may be delivered in person or shall be deemed to be delivered when sent by United States Certified or Registered Mail, postage prepaid, return receipt requested and addressed to the parties hereto at their respective address as designated herein or at such other address as either party may from time-to-time direct, by written notice in accordance herewith.

43. PERSONAL GUARANTEE: The LESSEE hereby acknowledges and agrees that the lease on the subject premises shall be executed personally by the LESSEE(S) and in the event there are multiple LESSEES, any and all individuals shall be jointly and severally responsible for the terms and conditions of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto made this lease and set their hands to multiple originals in the City of Luling, Parish of St. Charles, State of Louisiana, as to the day and year first above written.

LESSOR FOR: RAVEN LAND, LLC DATE: 9/25/14
LESSEE FOR: ST. CHARLES PARISH DATE: 9/25/14

LESSOR FOR: RAVEN LAND, LLC DATE: 9/25/14
LESSEE FOR: ST. CHARLES PARISH DATE: 9/25/14

2014-0283 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT ST. CHARLES PARISH COUNCIL ORDINANCE NO. 14-9-13

An ordinance to amend and authorize the execution of a Cooperative Endeavor Agreement between St. Charles Parish and Marsh Investment Corporation to develop a public boat launch along Hwy 90.

WHEREAS, Louisiana is a sportsman's paradise; and, WHEREAS, the St. Charles Parish Council adopted the Parks and Recreation Master Plan which identified the need for increased public access to the waterways located on the west bank of St. Charles Parish; and,

WHEREAS, the potential for grant funding exists to finance the construction of a public boat launch for recreational purposes; and, WHEREAS, the proposed development will add to the vibrancy of the quality of life enjoyed by the recreational boaters of St. Charles Parish and the region, increase available waterfront properties, enhance the Parish's eastern gateway on Hwy 90, and be protected by a Federal levee system from flooding during times of tropical weather; and,

WHEREAS, the Parish President and Council desire to partner with Marsh Investment Corporation to begin the process of applying for grant funding, accepting a donation of land, and development of a public boat launch for recreational purposes through the attached agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the Cooperative Endeavor Agreement between St. Charles Parish and Marsh Investment Corporation to develop a public boat launch along Hwy 90 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement on behalf of St. Charles Parish. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, LEWIS, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: WOODRUFF

And the ordinance was declared adopted this 15th day of September, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
OLYMPIC PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET. SECRETARY: [Signature]
AT: 9:30 RECD BY: [Signature]

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN ST. CHARLES PARISH AND MARSH INVESTMENT CORPORATION
TO CREATE A PUBLIC-PRIVATE PARTNERSHIP THAT WILL LEAD TO THE DEVELOPMENT OF A PUBLIC BOAT LAUNCH AND ASSOCIATED FACILITIES

THIS COOPERATIVE ENDEAVOR AGREEMENT ("Agreement"), is made and entered into this 15th day of September, 2014, by and between the PARISH OF ST. CHARLES of the State of Louisiana, officially domiciled at 15045 River Road, Hahnville, LA 70037, hereinafter referred to as the "Parish", and MARSH INVESTMENT CORPORATION officially domiciled at 2709 Ridgeland Drive, Suite 100, Metairie, LA 70002, hereinafter referred to as the "Donor." Both Parish and Donor are collectively referred to as "Parties."

WITNESSETH: WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions... may engage in cooperative endeavors... with any public or private association, corporation, or individual."

WHEREAS, the Parish of St. Charles desires to cooperate with the Donor in the implementation of the Project as hereinafter provided;

WHEREAS, Donor desires to create a first-class, mixed-use development at the site known as "Pier 90" and as depicted in the attached survey;

WHEREAS, Donor desires to donate a portion of the property within the Pier 90 site to St. Charles Parish for the purpose of building a public boat launch, public restrooms, and shared parking area;

WHEREAS, the Louisiana Department of Wildlife and Fisheries currently has a presence at Pier 90, but has expressed an interest to expand its presence to possibly include a coastal education facility and for other official purposes. Donor desires to enter into discussions to expand said presence of the Department of Wildlife and Fisheries and such agreement shall be formalized through a separate agreement;

WHEREAS, St. Charles Parish desires to create a public boat launch with adjacent public restrooms and shared parking area;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

- 1. Public Purpose: The purpose of this Cooperative Endeavor Agreement is to create a public-private partnership that will result in a donation of land to be used to provide a public amenity to the residents of St. Charles Parish in the form of a public boat launch and associated facilities. The Agreement will also spur a first-class development that will serve as the gateway to St. Charles Parish on Highway 90.
2. Donor expresses its intent to donate property to the Parish suitable for a public boat launch, restrooms, and paved parking area to be shared by all Parties using the Pier 90 site. This Agreement establishes only the Donor's expression of intent; the actual Act of donation shall be executed through a separate agreement after a survey is conducted and the area for donation and scope of work is agreed upon by both Parties.
3. The Parties intend to enter into a Joint Development Agreement to govern the development of the site.
4. Parish intends to perform the following:
a. Apply for grants, as appropriate, in order to obtain funding necessary to develop the donated portion of the property into a public boat launch, restroom, and shared parking area which shall be paved;
b. Seek funding sources to fulfill its commitment to create a public boat launch with restrooms and a shared, paved parking area;
c. Use best efforts to appropriate funding, if available, to serve as matching funds to any grant received that requires a local match;
d. Construct and maintain the public boat launch;
e. Construct and maintain restroom facilities;
f. Pave the parking area and maintain it in safe and usable condition;
g. Enter into a Joint Development Agreement with Donor that will govern development of the Pier 90 site;
h. Determine utility needs based on the site plan;
i. Conduct all due diligence necessary to confirm the Parish's ability to use the proposed donation for its intended use, including conducting title research and a survey adequate to delineate the area proposed for the donation; and,
j. Retain all professional services necessary to confirm the donation and design and construct the public boat launch, public restroom, and paved, shared parking area.
5. Donor intends to perform the following:
a. Provide Parish with a survey of the entire Pier 90 site;
b. Provide Parish with a valid wetland delineation for the Pier 90 site;
c. Provide Parish with a conceptual site plan and cost estimate for the development of the Pier 90 site components;
d. Determine utility needs based on site plan;
e. Subsequent to Parties agreeing to a site plan and entering into a Joint Development Agreement, enter into an agreement to donate property for a public boat launch, public restrooms adjacent to the boat launch, and a shared, paved parking area; and,
f. Fulfill its obligation to develop the site in conformity with the site plan agreed to by both parties.
6. The Parish or Donor may terminate this Agreement without cause or for any reason by giving the other party ninety (90) days written notice in which such notice shall state the date of the party's termination of or withdrawal from this Agreement. The date of termination or withdrawal from this Agreement in the notice shall not be shorter than the ninety (90) days from the date of the notice. Should Donor initiate this clause prior to both Parties entering into a Joint Development Agreement and an agreement to donate the property, then Donor shall pay to Parish any amount necessary to reimburse the Parish for the first ten thousand dollars (\$10,000) of expenses incurred to implement this Agreement and those expenses necessary to terminate the Project (i.e., third party contracts for surveying, appraisal, legal and consulting services related to title searches, curative work, and closing costs related to the land donation, and any architectural/engineering fees).
7. All notices, requests, demands or other communications required to be given or presented under this Agreement shall be deemed to have been duly presented or given if in writing and delivered in person or by United States Postal Service mail, first class, postage prepaid, registered or certified return receipt requested to the following:

St. Charles Parish
15045 River Road
P.O. Box 302
Hahnville, LA 70037
Marsh Investment Corporation
2709 Ridgeland Drive, Suite 100
Metairie, LA 70002

All such notices, requests, demands or other communications required to be made pursuant to this Agreement shall be deemed to have been received by the addressee at the time actually received or seven calendar days after mailing, whichever is sooner. Either party may change the address to which such requests, demands or communications are to be given or presented by providing the other party written notice in the manner prescribed in this provision.

8. This agreement shall begin upon its execution by both Parties and continue for a period of sixteen months with an option to extend for an additional sixteen months by written agreement of both parties.

THUS DONE AND SIGNED AT _____, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this day of _____ of September, 2014.

WITNESSES SIGNATURES: PARISH OF ST. CHARLES:
[Signature] By: [Signature]
[Signature] V.J. St. Pierre, Jr.
President

WITNESSES SIGNATURES: MARSH INVESTMENT CORPORATION
By:
Name:
Title:

2014-0284 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (GRANTS OFFICE) ST. CHARLES PARISH COUNCIL

RESOLUTION NO. 6103 A resolution authorizing St. Charles Parish to prepare and submit an application to the Louisiana Department of Wildlife and Fisheries (hereinafter the "Department") through the Sport Fish Restoration (Wallop-Breaux) program for assistance in the implementation of the construction of the Hwy. 90 Boat Launch; providing for necessary documentation of the need for the construction and providing other matters in connection therewith.

WHEREAS, St. Charles Parish has reviewed the need for public boat launch facilities and improvements to such publicly owned facilities in the Parish; and, WHEREAS, the construction of the Hwy. 90 Boat Launch is located in St. Charles Parish and provides public access to Lake Cataouatche, Lake Salvador, Lake Des Allendes and other Barataria Basin waterways, and would be of benefit to the citizens of St. Charles Parish as well as recreational boaters from the State and other states; and,

WHEREAS, the Hwy. 90 Boat Launch is in need of improvements to develop the site; and, WHEREAS, St. Charles Parish is willing to enter into a 25 year agreement for the maintenance and operation of the project; and,

WHEREAS, it is estimated that the cost of such eligible improvements for this funding source is \$1,789,188.00, and the local share of \$447,297.00 will come from St. Charles Parish funds.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby approve and authorize St. Charles Parish, being eligible for assistance, to prepare and submit an application to the Department and enter into a project agreement with the Department to provide for said construction on a reimbursement basis, with the Sponsor providing 25% by appropriations or in-kind services, and the Department providing 75% matching funds for work accomplished.

BE IT FURTHER RESOLVED that the sponsor has matching funds. BE IT FURTHER RESOLVED that V.J. St. Pierre, Jr., Parish President, is designated to sign any and all documents necessary, on behalf of St. Charles Parish, in conjunction with the filing of this application.

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

YEAS: SCHEXNAYDRE, LEWIS, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: WOODRUFF

And the resolution was declared adopted this 15th day of September, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
OLYMPIC PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET. SECRETARY: [Signature]
AT: 9:30 RECD BY: [Signature]

CHAIRMAN: [Signature]
SECRETARY: [Signature]
OLYMPIC PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET. SECRETARY: [Signature]
AT: 9:30 RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.
[Signature]
TIFFANY K. CLARK
COUNCIL SECRETARY

Publish: September 25, 2014

PUBLIC NOTICE
SECTION 00100

ADVERTISEMENT FOR BIDS
OWNER: ST. CHARLES PARISH

PROJECT TITLE: KILLONA COMMUNITY CENTER
PARISH PROJECT NO.: P140311

Separate sealed bids for the Killona Community Center will be received by the St. Charles Parish Council Office at the St. Charles Parish Courthouse, P.O. Box 302, 15045 River Road, Hahnville, Louisiana, 70037, either by registered or certified mail with return receipt requested, hand delivered to the Council Records Office on the Courthouse 2nd floor, or electronically submitted at www.centralbidding.com. Sealed bids will be accepted no later than 11:00 a.m. local time on Thursday, October 23, 2014. Promptly thereafter, the bids will be publicly opened and read aloud in the St. Charles Parish Council Chambers, 15045 River Road, Hahnville, LA 70037. The Owner reserves the right to reject any and all bids, and to disregard all non-conforming, nonresponsive, unbalanced or conditional bids.

The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review from:

Murray Architects, Inc.
13760 River Road
Destrehan, LA 70047
985-764-7275
Michael Tabb, AIA

Payment of \$100.00 in cash or check payable to the Architect will be required for each complete set of the Bidding Documents. The deposit on the first set of documents furnished to bona fide prime bidders will be fully refunded upon return of the documents, as provided in the L.A.R.S. 38:212(A)(c).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding Documents will be held on Monday, October 6, 2014 at 10:00 A.M. at the Killona Community Center Project Site, 201 LA 3141, Killona, LA 70057. Attendance at the Pre-Bid Conference is Mandatory.

Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond. If the bid is submitted electronically and a certified or cashier's check is used for bid bond, then the actual check shall be delivered to the St. Charles Parish Council Records Office on the 2nd floor, St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, 70037. Electronic bids shall contain all the same documents that are required in a physically delivered bid.

The outside of the bid envelope must contain the submitting firm's name, Louisiana Contractor's License number, the Project Title, and the Project Number.

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

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

ST. CHARLES PARISH
V.J. ST. PIERRE, JR., PARISH PRESIDENT

Advertisement Sources:
St. Charles Herald Guide
St. Charles Parish Website
Central Auction House

Publication Dates:
Thursday, September 25, 2014
Thursday, October 2, 2014
Thursday, October 9, 2014
Thursday, October 16, 2014

PUBLIC NOTICE

"Anyone knowing the whereabouts of Rhonda Hotard and Randy Hotard, please contact Christina N. Lewis, Attorney at Law, 13309 River Road, Luling, Louisiana 70070; 985-785-6812. Important rights involved!"

Publish September 25 & October 2, 2014

Legals
deadline is
Friday at 3 p.m.
for the
following issue.
985-758-2795
www.heraldguide.com

PUBLIC NOTICE

**INDUSTRIAL DEVELOPMENT BOARD
OF THE PARISH OF ST. CHARLES, LOUISIANA, INC.**

15045 River Road
Post Office Box 302
Hahnville, LA 70057
985-783-9000

PUBLIC NOTICE

In accordance with Article IX of the Articles of Incorporation of the Industrial Development Board of the Parish of St. Charles, Louisiana, Inc. a meeting of the Board of Directors will be held on Wednesday, September 24, 2014 at 11:30 a.m. in the Council Chambers of the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana.

By Order of the President
Timothy J. Vial
Timothy J. Vial

Issued: September 18, 2014

AGENDA

- Call to Order
- Prayer & Pledge
- Approval of Minutes - August 11, 2014
- KBAG Properties, LLC, 14412 Highway 90, Boutte, Louisiana

A Resolution approving the form of and authorizing the execution of a Lease Agreement and Agreement to Issue Bonds, Act of Conveyance, and any and all additional documents and certifications deemed necessary in connection with the granting of a favorable payment in lieu of tax arrangement and the potential issuance of not exceeding \$3,000,000.00 of Revenue Bonds (KBAG Properties LLC Project) of The Industrial Development Board of the Parish of St. Charles, Louisiana, Inc., and providing for other matters with respect to the foregoing.

Review of Audits - 2010, 2011, 2012 & 2013 prepared by Carr Riggs & Ingram

Election of Officers - President
Vice-President
Secretary - Treasurer

Adjournment
Publish: September 25, 2014

PUBLIC NOTICE

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ)
MOTIVA ENTERPRISES LLC / NORCO REFINERY - SULFUR NO. 2 & 3 PLANTS
PROPOSED PART 70 AIR OPERATING PERMIT RENEWAL AND MODIFICATION**

The LDEQ, Office of Environmental Services, is accepting written comments on a Part 70 Air Operating Permit Renewal and Modification for Motiva Enterprises LLC, PO Box 10, Norco, Louisiana 70079 for the Norco Refinery - Sulfur No. 2 & 3 Plants. The facility is located at 15536 River Road, Norco, St. Charles Parish.

Motiva Enterprises LLC requested a renewal/modification to the Norco Refinery - Sulfur No. 2 & 3 Plants Permit No. 2902-V2 dated May 28, 2013.

Motiva Enterprises, LLC now proposes to modify the current permit by updating the fugitive emissions based on the most current component count and services pursuant with the refinery's LEAKDAS tracking database.

Estimated emissions in tons per year are as follows:

Pollutant	Before	After	Change
PM ₁₀ /PM _{2.5}	1.63	1.63	-
SO ₂	176.52	176.52	-
NO _x	20.46	20.46	-
CO	17.19	17.19	-
VOC *	22.60	21.62	- 0.98
* Includes TAPs	9.46	8.29	- 1.17

A technical review of the working draft of the proposed permit was submitted to the facility representative and the LDEQ Inspection Division. Any remarks received during the technical review will be addressed in the "Worksheet for Technical Review of Working Draft of Proposed Permit". All remarks received by LDEQ are included in the record that is available for public review.

Comments and requests for a public hearing or notification of the final decision can be submitted via personal delivery, U.S. mail, email, or fax. **Comments and requests for public hearings must be received by 4:30 pm CST, THURSDAY, OCTOBER 30, 2014.** Delivery may be made to the drop-box at 602 N. 5th St., Baton Rouge, LA 70802. U.S. Mail may be sent to LDEQ, Public Participation Group, P.O. Box 4313, Baton Rouge, LA 70821-4313. Emails may be submitted to DEQ.PUBLICNOTICES@LA.GOV and faxes sent to (225) 219-3309.

Please see additional instructions for comment submission, hand delivery and information regarding electronic submission at <http://www.deq.louisiana.gov/portals/Default.aspx?tabid=2226>, or call (225) 219-3276. Emails should follow the statewide email policies. For more information regarding statewide email policies, go to http://doa.louisiana.gov/usc/email_policies.htm.

If LDEQ finds a significant degree of public interest, a public hearing will be held. LDEQ will send notification of the final permit decision to the applicant and to each person who has submitted written comments or a written request for notification of the final decision.

The permit application, additional information, and statement of basis are available for review at the LDEQ, Public Records Center, Room 127, 602 North 5th Street, Baton Rouge, LA. Viewing hours are from 8:00 a.m. to 4:20 p.m., Monday through Friday (except holidays). The available information can also be accessed electronically on the Electronic Document Management System (EDMS) on the DEQ public website at www.deq.louisiana.gov.

Additional copies may be reviewed at the St. Charles Parish Library - Norco Branch, 197 Good Hope Street, Norco, LA.

Inquiries or requests for additional information regarding this permit action should be directed to Syed Quadri, LDEQ, Air Permits Division, P.O. Box 4313, Baton Rouge, LA 70821-4313, phone (225) 219-3459.

Persons wishing to be included on the LDEQ permit public notice mailing list or for other public participation related questions should contact the Public Participation Group in writing at LDEQ, P.O. Box 4313, Baton Rouge, LA 70821-4313, by email at DEQ.PUBLICNOTICES@LA.GOV or contact the LDEQ Customer Service Center at (225) 219-LDEQ (219-5337).

Permit public notices including electronic access to the proposed permit and statement of basis can be viewed at the LDEQ permits public notice webpage at www.deq.louisiana.gov/apps/pb/Notices/default.asp and general information related to the public participation in permitting activities can be viewed at www.deq.louisiana.gov/portals/Default.aspx?tabid=2198.

Alternatively, individuals may elect to receive the permit public notices via email by subscribing to the LDEQ permits public notice List Server at http://louisiana.gov/Services/Email_Notifications_DEQ_PN.

All correspondence should specify AI Number 1406, Permit Number 2902-V3, and Activity Number PER20140006.

Scheduled Publication Date: September 25, 2014

SHERIFF'S SALE

**SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 78723-E
Date: Thursday, September 4,
2014
21ST MORTGAGE CORPORA-
TION
VS
LEONA L GRIFFIN AND AN-
THONY GRIFFIN
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court State
of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, AUGUST 27, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 8, 2014, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

2002 CAPPAERT 28 X 80 MOBILE HOME BEARING SERIAL NUMBERS CHVM320188018292A AND CHVM320188018292B

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **THIRTY-TWO THOUSAND NINE HUNDRED TWENTY AND 43 / 100 (\$32,920.43) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

Terms and conditions of sale: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

**GREG CHAMPAGNE, SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: September 25,
2014**

**ATTORNEY FOR PLAINTIFF:
KAREN E. TREVATHAN
8235 YMCA PLAZA DRIVE,
SUITE 400
BATON ROUGE, LA 70810
225-334-9222
SCSO-CIV-209-0402**

SHERIFF'S SALE

**SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 78802-E
Date: Monday, September 8,
2014
ONEWEST BANK N.A.
VS
CHARLES HENRY MAYS, III,
ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court State
of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, AUGUST 26, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 29, 2014, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

One (1) certain piece or portion 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 ST. CHARLES, State of Louisiana, in that subdivision known as MAGNOLIA RIDGE RANCHETTES, and designated on the official plan thereof, on file and of record in the office of the Clerk and Recorder of the Parish of St. Charles, State of Louisiana, as LOT NUMBER ELEVEN (11) SECTION ELEVEN (11), said subdivision, said lot having such measurements and dimensions and being subject to such servitudes as are more particularly described on said subdivision map.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FOUR HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-SIX AND 93 / 100 (\$427,836.93) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

**GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: September 25,
2014**

**October 23, 2014
ATTORNEY FOR PLAINTIFF:
Rader Jackson
1010 Common St. Suite 1500
New Orleans, LA 70112
504-581-9444
SCSO-CIV-209-0402**

SHERIFF'S SALE

**SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45)78818-D
Date: Monday, September 8,
2014
U.S. BANK TRUST, N.A., AS
TRUSTEE FOR LSF8 MASTER
PARTICIPATION TRUST
VS
KIM BOUDREAU SELLARS
GREG CHAMPAGNE, SHERIFF
P.O. Box 426 HAHNVILLE, LA
70057
Parish of St. Charles
29th Judicial District Court State
of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, SEPTEMBER 3, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 29, 2014, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

TWO CERTAIN LOTS OR PORTIONS OF LOTS, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitude advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Village of NQRCO, PARISH OF ST. CHARLES, STATE OF LOUISIANA, and more particularly described as follows:

According to a plan of "THE SUB-DIVISION OF A PORTION OF LOT F," made by E.M. Collier, Civil Engineer, dated May 1964, the land herein conveyed is designated as Lot Number Five (5) and the One Half of Lot Number (4), adjoining and abutting lot Number Five (5), and has a width or front on a forty (40) foot road of Seventy-Five feet (75'), by a depth of One Hundred Twenty-Five feet (125') between equal and parallel lines, the land herein conveyed is bounded as follows: In front by the forty foot road hereinabove mentioned, in the rear by the property now or formerly belonging to Paul N.J. Bossier, et al, or Lot "G" of the original Good Hope Plantation, on one side by Lot Number Six (6) and on the other side by the remainder of Lot Number (4).

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED NINETY-FIVE AND 38 / 100 (\$122,395.38) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

**GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: September 25,
2014
October 23, 2014
ATTORNEY FOR PLAINTIFF:
Anne E Raymond
1010 Common Street Suite 1800
Metairie, LA 70112-2472
SCSO-CIV-209-0402**

SHERIFF'S SALE

**SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 78843-C
Date: Tuesday, September 9,
2014
GULF COAST BANK AND
TRUST
VS
JANE ANN TAPLEY PUGH
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court State
of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, SEPTEMBER 3, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 29, 2014, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, advantages and servitudes thereunto belonging or in anywise appertaining situated in the State of Louisiana, Parish of St. Charles in what is known as a Portion of Lot 2 of Almedia Plantation, St. ROSE, Louisiana, more particularly shown on a map of a survey by Handle Surveying, Inc., dated May 3, 1982, and subdivision of a portion of Lot 2, Almedia Plantation, Parcel B which is described as fronting on the JEFFERSON HIGHWAY, 106.62 feet with a sideline to Lot A of 116.45 actual (109.03 title), a sideline adjacent to Lots 1,2,3 of 78.25 feet, actual (85.70 title), sideline adjacent to Lot 4 of 35.75 feet, a width in the rear of 82.12 feet adjacent to Parcel C, and a sideline along the property line of property now or formerly owned by the New Orleans Sewerage and Water Board of 270.78 feet.

Improvements thereon bear the Municipal Nos. 10642 River Road, St. Rose, Louisiana 70087. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED SEVENTY-NINE THOUSAND THREE HUNDRED TWENTY-FIVE AND 66 / 100 (\$179,325.66) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

**GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: September 25,
2014**

**October 23, 2014
ATTORNEY FOR PLAINTIFF:
WAYNE A. MAIORANA, JR.
212 VETERANS BLVD.
METAIRIE, LA 70005
504-834-6452
SCSO-CIV-209-0402**

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PUBLIC NOTICE

NOTICE

Proposed Constitutional Amendments to be voted on at the Open Primary/Congressional Election November 4, 2014

Proposed Amendment No. 1 Regular Session, 2013

Act No. 439 HOUSE BILL NO. 533 BY REPRESENTATIVES KLECKLEY AND LEGER AND SENATORS JOHNS, MILLS, AND TARVER

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

A JOINT RESOLUTION Proposing to add Article VII, Section 10.14 of the Constitution of Louisiana, to provide relative to health care funding; to create the Louisiana Medical Assistance Trust Fund as a treasury fund; to provide for accounts within the Louisiana Medical Assistance Trust Fund; to provide for deposit, use, and investment of the fund; to provide for a base rate for certain Medicaid Program provider funding; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to add Article VII, Section 10.14 of the Constitution of Louisiana, to read as follows:

§10.14. Louisiana Medical Assistance Trust Fund

(A) There is hereby established as a special fund in the state treasury the Louisiana Medical Assistance Trust Fund, hereinafter referred to as "the fund," which shall consist of monies generated by fees as provided for in law. Subject to the exceptions contained in Article VII, Section 9(A) of this constitution, and after compliance with the requirements of Article VII, Section 9(B) of this constitution relative to the Bond Security and Redemption Fund, the monies in the fund shall be deposited in and remain to the credit of the fund. All unexpended and unencumbered monies remaining in the fund at the close of each fiscal year shall remain in the fund.

(B) The treasurer is hereby authorized to establish a separate account within the fund for each health care provider group in which fees are collected according to law. Monies collected from each provider group, and the interest earned on those monies, shall be deposited into the account created for that provider group. Any monies deposited into the fund from sources not required by law, and the interest earned on those monies, shall be deposited into a separate account within the fund, hereinafter referred to as "the general account."

(C) The legislature is authorized to appropriate monies from the fund only if the appropriation is eligible for federal financial participation under Title XIX of the Social Security Act, or its successor. The balance of each account shall be appropriated for reimbursement of services to the provider group which paid the fee into the account in any fiscal year, except monies deposited into the general account may be appropriated for any Medicaid Program expenditure.

(D) The monies appropriated from the provider accounts in the fund shall not be used to displace, replace, or supplant appropriations from the state general fund for the Medicaid Program below the amount of state general fund appropriations to the Medicaid Program for Fiscal Year 2013-2014.

(E)(1) The legislature shall annually appropriate the funds necessary to provide for Medicaid Program rates for each provider group which pays fees into the fund that is no less than the average Medicaid Program rates established for Fiscal Year 2013-2014 and which may be adjusted annually by establishing the rates of inflation or rebasing if applicable, which rates shall not be negative, to be applied to the base rates to establish the new base rates for the next fiscal year as authorized by law. For the purpose of this Section, "Medicaid Program" shall refer to the Louisiana medical assistance program provided for in Title XIX of the Social Security Act, or its successor.

(2) Notwithstanding Article VII, Section 10(F) of this constitution, neither the governor nor the legislature may reduce the base rate as provided for in this Paragraph to satisfy a budget deficit, except the governor may reduce the base rate if the following occur:

(a) Such reduction does not exceed the average reduction of those made to the appropriations and reimbursement for other providers under the Medicaid Program, or its successor; and

(b)(i) If the legislature is in session, the reduction is consented to in writing by two-thirds of the elected members of each house in a manner provided by law; or

(ii) If the legislature is not in session, the reduction is approved by two-thirds of the members of the Joint Legislative Committee on the Budget, or its successor.

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 4, 2014, or the first statewide election occurring after the adoption of this Joint Resolution.

Section 3. Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to authorize the legislature to create the Louisiana Medical Assistance Trust Fund, for the payment of Medicaid reimbursement to the health care provider groups paying fees into the fund? (Adds Article VII, Section 10.14)

A true copy: Tom Schedler Secretary of State

Proposed Amendment No. 2 Regular Session, 2013

Act No. 438 HOUSE BILL NO. 532 BY REPRESENTATIVES KLECKLEY, ADAMS, ARMES, BARROW, BERTHELOT, BILLIOT, WESLEY BISHOP, BROSETT, BROWN, BURRELL, CARMODY, CARTER, CHANEY, COX, CROMER, DIXON, DOVE, GUILLORY, HARRISON, HOFFMANN, HUNTER, KATRINA JACKSON, JAMES, JEFFERSON, LEGER, LORUSSO, MONTOUCEIT, MORENO, ORTIGO, PVLANT, REYNOLDS, SMITH, ST. GERMAIN, THIBAUT, THERRY, ALFRED WILLIAMS, AND PATRICK WILLIAMS

AND SENATORS JOHNS, CROWE, LONG, MILLS, TARTER, AND THOMPSON

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

A JOINT RESOLUTION

Proposing to add Article VII, Section 10.13 of the Constitution of Louisiana, to provide relative to health care funding; to provide for a hospital stabilization formula; to provide for a hospital assessment; to create the Hospital Stabilization Fund as a treasury fund; to provide for deposit, use, and investment of the fund; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to add Article VII, Section 10.13 of the Constitution of Louisiana, to read as follows:

§10.13. Hospital stabilization formula and assessment: Hospital Stabilization Fund

(A) Hospital Stabilization Formula. (1) The legislature may annually adopt a Hospital Stabilization Formula, hereinafter referred to as "the formula," by concurrent resolution by a favorable vote of a majority of the elected members of each house. Such resolution shall be referred to the standing committees of the legislature that hear the general appropriation bill. The formula shall, to the maximum extent possible, enhance the economic viability of Louisiana hospitals and reduce shifting the cost of care for Louisiana's needy residents to the state's insured residents.

(2)(A) The first formula established pursuant to Subparagraph (1) of this Paragraph, which shall require a favorable vote of two-thirds of the elected members of each house for adoption, shall define and establish as the base reimbursement level under the Louisiana medical assistance program provided for in Title XIX of the Social Security Act, hereinafter referred to as the "Medicaid Program," to hospitals for inpatient and outpatient services in Fiscal Year 2012-2013. The formula shall also provide for the preservation and protection of rural hospitals as provided for by law. Each formula established thereafter may apply a rate of inflation, which shall not be a negative rate, to the base reimbursement level from the previous formula adopted by the legislature.

(b) Each formula shall also include and establish assessments to be paid by hospitals and the basis on which such assessments shall be calculated, provided the amount of the assessments does not exceed the nonfederal share of the reimbursement enhancements.

(c) Each formula shall also establish reimbursement enhancements under the Medicaid Program, or its successor, achieving the maximum reimbursement by federal law and resulting in distributing such reimbursement enhancements exclusively among hospitals for hospital services. Reimbursement enhancements may also be distributed for uninsured services delivered.

(d) Each formula shall also include any additional provisions necessary to the implementation of the formula. Neither the assessments nor the reimbursement enhancements established in the formula adopted by the legislature shall be implemented until each has been approved by the federal authority which administers the Medicaid Program.

(3) The base reimbursement level resulting from the formula shall not be paid from the Hospital Stabilization Fund.

(4) No additional assessment shall be collected and any assessment shall be terminated for the remainder of the fiscal year from the date on which any of the following occur:

(a) The legislature fails to adopt a formula for the subsequent fiscal year.

(b) The Department of Health and Hospitals, or its successor or contractors, reduces or does not pay reimbursement enhancements established in the current formula as adopted by the legislature.

(c) The appropriations provided for in Subparagraph (B)(2) of this Section are reduced.

(5) The treasurer shall return any monies collected after the date of termination of an assessment to the hospital from which it was collected.

(B) Appropriation. (1) The legislature shall annually appropriate an amount necessary to fund the base reimbursement level for hospitals established in the most recent formula adopted by the legislature.

(2) The legislature shall annually appropriate the balance of the Hospital Stabilization Fund solely to fund the reimbursement enhancements as provided in the most recent formula adopted by the legislature.

(3) Notwithstanding Article VII, Section 10(F) of this constitution, neither the governor nor the legislature may reduce the appropriation to the base reimbursement level or the reimbursement enhancements to satisfy a budget deficit, except the governor may reduce the appropriation to the base reimbursement level if the following occur:

(a) Such reduction does not exceed the average reduction of those made to the appropriations and reimbursement for other providers under the Medicaid Program, or its successor; and

(b)(i) If the legislature is in session, the reduction is consented to in writing by two-thirds of the elected members of each house in a manner provided by law; or

(ii) If the legislature is not in session, the reduction is approved by two-thirds of the members of the Joint Legislative Committee on the Budget, or its successor.

(C) Hospital Stabilization Fund. There is hereby established as a special fund in the state treasury the Hospital Stabilization Fund, hereinafter referred to as "the fund." After compliance with the requirements of Article VII, Section 9(B) of this constitution relative to the Bond Security and Redemption Fund, the monies in the fund shall be deposited in and remain to the credit of the fund. All unexpended and unencumbered monies remaining in the fund at the close of each fiscal year shall remain in the fund.

(D) The monies appropriated from the provider accounts in the fund shall not be used to displace, replace, or supplant appropriations from the state general fund for the Medicaid Program below the amount of state general fund appropriations to the Medicaid Program for Fiscal Year 2013-2014.

(E)(1) The legislature shall annually appropriate the funds necessary to provide for Medicaid Program rates for each provider group which pays fees into the fund that is no less than the average Medicaid Program rates established for Fiscal Year 2013-2014 and which may be adjusted annually by establishing the rates of inflation or rebasing if applicable, which rates shall not be negative, to be applied to the base rates to establish the new base rates for the next fiscal year as authorized by law. For the purpose of this Section, "Medicaid Program" shall refer to the Louisiana medical assistance program provided for in Title XIX of the Social Security Act, or its successor.

(2) Notwithstanding Article VII, Section 10(F) of this constitution, neither the governor nor the legislature may reduce the base rate as provided for in this Paragraph to satisfy a budget deficit, except the governor may reduce the base rate if the following occur:

(a) Such reduction does not exceed the average reduction of those made to the appropriations and reimbursement for other providers under the Medicaid Program, or its successor; and

(b)(i) If the legislature is in session, the reduction is consented to in writing by two-thirds of the elected members of each house in a manner provided by law; or

(ii) If the legislature is not in session, the reduction is approved by two-thirds of the members of the Joint Legislative Committee on the Budget, or its successor.

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 4, 2014, or the first statewide election occurring after the adoption of this Joint Resolution.

Section 3. Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to create the Hospital Stabilization Fund to stabilize and protect Medicaid reimbursements for health care services by depositing assessments paid by hospitals, as authorized by the legislature, into a fund to support Louisiana hospital reimbursement? (Adds Article VII, Section 10.13)

A true copy: Tom Schedler Secretary of State

Proposed Amendment No. 3 Regular Session, 2014

Act No. 871

HOUSE BILL NO. 488 BY REPRESENTATIVE BERTHELOT

A JOINT RESOLUTION

Proposing to amend Article VII, Section 25(A)(1) and (E) of the Constitution of Louisiana, relative to tax sales; to provide relative to authorized agents of a tax collector; to provide relative to the costs recoverable in tax sales; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to amend Article VII, Section 25(A)(1) and (E) of the Constitution of Louisiana, to read as follows:

§25. Tax Sales

Section 25(A) Tax Sales. (1) There shall be no forfeiture of property for nonpayment of taxes. However, at the expiration of the year in which the taxes are due, the collector or an authorized agent of the collector, without suit, and after giving notice to the delinquent in the manner provided by law, shall advertise for sale the property on which the taxes are due. The advertisement shall be published in the official journal of the parish or municipality, or, if there is no official journal, as provided by law for sheriff's sales, in the manner provided by judicial sales. On the day of sale, the collector or an authorized agent of the collector shall sell the portion of the property which the debtor points out. If the debtor does not point out sufficient property, the collector shall sell immediately the least quantity of property which any bidder will buy for the amount of the taxes, interest, and costs, which shall also include the fee of an authorized agent of the collector, not to exceed the maximum amount set in accordance with applicable state law, charged on the date of delinquency. The sale shall be without appraisal. A tax deed by a tax collector shall be prima facie evidence that a valid sale was made. The use of an authorized agent shall not relieve the tax collector of its duties and responsibilities under law to the delinquent taxpayer.

(E) Movable; Tax Sales. When taxes on movables are delinquent, the tax collector or an authorized agent of the collector shall in accordance with law seize and sell sufficient movable property of the delinquent taxpayer to pay the tax and costs, which shall also include the fee of an authorized agent of the collector, not to exceed the maximum amount set in accordance with applicable state law, charged on the date of delinquency, whether or not the property seized is the property which was assessed. Sale of the property shall be at public auction, without appraisal, after ten days advertisement, published within ten days after date of seizure. It shall be absolute and without redemption. The use of an authorized agent shall not relieve the tax collector of its duties and responsibilities under law to the delinquent taxpayer.

Do you support an amendment allowing an authorized agent of a tax collector to assist in the tax sale process, including the sale of property for delinquent taxes and that the fee charged by the authorized agent be included within the costs that the collector can recover in the tax sale? (Amends Article VII, Section 25(A)(1) and (E))

A true copy: Tom Schedler Secretary of State

Proposed Amendment No. 4 Regular Session, 2014

Act No. 873

HOUSE BILL NO. 628 BY REPRESENTATIVE ST. GERMAIN AND SENATOR THOMPSON

A JOINT RESOLUTION

Proposing to amend Article VII, Section 14(B) of the Constitution of Louisiana, relative to public funds; to authorize public funds to be used to invest in a state infrastructure bank; to authorize the loan, pledge, guarantee, or donation of public funds by a state infrastructure bank for eligible transportation projects; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to amend Article VII, Section 14(B) of the Constitution of Louisiana, to read as follows:

§14. Donation, Loan, or Pledge of Public Credit

Section 14. (B) Authorized Uses. Nothing in this Section shall prevent (1) the use of public funds for programs of social welfare for the aid and support of the needy; (2) contributions of public funds to pension and insurance programs for the benefit of public employees; (3) the pledge of public funds, credit, property, or things of value for public purposes with respect to the issuance of bonds or other evidences of indebtedness as provided by law; (4) the return of property, including mineral rights, to a former owner from whom the property had previously been expropriated, or purchased under threat of expropriation, when the legislature by law declares that the public and necessary purpose which originally supported the expropriation has ceased to exist and orders the return of the property to the former owner under such terms and conditions as specified by the legislature; (5) acquisition of stock by any institution of higher education in exchange for any intellectual property; (6) the donation of abandoned or blighted housing property by the governing authority of a municipality or a parish to a nonprofit organization which is recognized by the Internal Revenue Service as a 501(c)(3) or 501(c)(4) nonprofit organization and which agrees to renovate and maintain such property until conveyance of the property by such organization; (7) the deduction of any tax, interest, penalty, or other charges forming the basis of tax liens on blighted property so that they may be subordinated and waived in favor of any purchaser who is not a member of the immediate family of the blighted property owner or which is not any entity in which the owner has a substantial economic interest, but only in connection

with a property renovation plan approved by an administrative hearing officer appointed by the parish or municipal government where the property is located; (8) the deduction of past due taxes, interest, and penalties in favor of an owner of a blighted property, but only when the owner sells the property at less than the appraised value to facilitate the blighted property renovation plan approved by the parish or municipal government and only after the renovation is completed such deduction being canceled, null and void, and to no effect in the event ownership of the property in the future reverts back to the owner or any member of his immediate family; (9) the donation by the state of asphalt which has been removed from state roads and highways to the governing authority of the parish or municipality where the asphalt was removed, or if not needed by such governing authority, then to any other parish or municipal governing authority, but only pursuant to a cooperative endeavor agreement between the state and the governing authority receiving the donated property; (10) the investment in stocks of a portion of the Rockefeller Wildlife Refuge Trust and Protection Fund, created under the provisions of R.S. 56:797, and the Russell Sage or Marsh Island Refuge Fund, created under the provisions of R.S. 56:798, such portion not to exceed thirty-five percent of each fund; (11) the investment in stocks of a portion of the state-owned permanent endowment funds of a public or private college or university, not to exceed thirty-five percent of the public funds endowed; or (12) the investment in equities of a portion of the Medicaid Trust Fund for the Elderly created under the provisions of R.S. 46:2691 et seq., such portion not to exceed thirty-five percent of the fund; or (13) the investment of public funds to capitalize a state infrastructure bank and the loan, pledge, guarantee, or donation of public funds by a state infrastructure bank for eligible transportation projects.

Do you support an amendment to authorize the investment of public funds to capitalize a state infrastructure bank and the loan, pledge, guarantee, or donation of public funds by a state infrastructure bank for eligible transportation projects? (Amends Article VII, Section 14(B))

A true copy: Tom Schedler Secretary of State

Proposed Amendment No. 5 Regular Session, 2014

Act No. 875

HOUSE BILL NO. 96 BY REPRESENTATIVE EDWARDS AND SENATOR LAFLUR

A JOINT RESOLUTION

Proposing to amend Article V, Section 23 of the Constitution of Louisiana, relative to judges; to remove provisions that establish an age beyond which judges shall not remain in office; and to specify an election for submission of the proposition to electors and provide a ballot proposition.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state, for their approval or rejection in the manner provided by law, a proposal to amend Article V, Section 23 of the Constitution of Louisiana, to read as follows:

§23. Judges; Retirement

Section 23. (A) Retirement System. Within two years after the effective date of this constitution, the legislature shall provide for a retirement system for judges which shall apply to a judge taking office after the effective date of the law enacting the system and in which a judge in office at that time may elect to become a member, with credit for all prior years of judicial service and without contribution thereafter. The retirement benefits and judicial service rights of a judge in office or retired on the effective date of this constitution shall not be diminished, nor shall the benefits to which a surviving spouse is entitled be reduced.

(B) Mandatory Retirement. Except as otherwise provided in this Section, a judge shall not remain in office beyond his seventieth birthday. A judge who attains seventy years of age while serving a term of office shall be allowed to complete that term of office.

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 4, 2014.

Section 3. Be it further resolved that on the official ballot to be used at said election there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to remove the constitutional requirement that a judge retire upon attaining the age of seventy or, if his seventieth birthday occurs during his term, that he retire upon completion of that term? (Amends Article V, Section 23)

A true copy: Tom Schedler Secretary of State

Proposed Amendment No. 6 Regular Session, 2014

ACT NO. 870

HOUSE BILL NO. 111 BY REPRESENTATIVE LEGER

A JOINT RESOLUTION

Proposing to amend Article VI, Section 26(E) of the Constitution of Louisiana, relative to parish ad valorem taxes; to authorize the governing authority of Orleans Parish to levy annually an additional ad valorem tax for fire protection and an additional ad valorem tax for police protection; to provide relative to the uses of the proceeds of ad valorem taxes; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to amend Article VI, Section 26(E) of the Constitution of Louisiana, to read as follows:

§26. Parish Ad Valorem Tax

Section 26. (E) Additional Taxes for Orleans Parish. (L) In addition to any millage authorized by Paragraph (A) of this Section, the governing authority of Orleans Parish may levy annually, for the year 1994 and thereafter, an additional ad valorem tax for fire protection not to exceed five ten mills on the dollar of assessed valuation and an additional ad valorem tax for police protection not to exceed five ten mills on the dollar of

assessed valuation. The millage rates for such additional ad valorem taxes may not be increased. Notwithstanding the provisions of Article VII, Section 20(A), the homestead exemption shall not extend to such additional ad valorem taxes. Provided, however, that the additional revenues generated by these fire and police millages shall not displace, replace, or supplant funding by the city of New Orleans for fire and police protection for calendar year 1994 2013 nor shall the level of funding for such purposes by the city for that calendar year be decreased below such level in any subsequent calendar year hereafter. Furthermore, the revenues generated by these fire and police millages shall be used solely for fire and police protection services that directly contribute to the safety of the residents of Orleans Parish. In the event of either of the above, the authorization for such fire and police millages herein shall be null, void, and of no effect. This provision shall mean that no appropriation for any calendar year from such additional revenues shall be made for any purpose for which a city appropriation was made in the previous year unless the total appropriations for that calendar year from the city for such purpose exceed city appropriations for the previous year. This provision shall in no way limit city appropriations in excess of the minimum amounts herein established.

(2) Any additional ad valorem tax authorized by this amendment of Subparagraph (1) of this Paragraph as approved by the voters in 2014 shall be levied only if approved by a majority of the electors of Orleans Parish who vote on a proposition authorizing the additional tax at an election held for that purpose.

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 4, 2014.

Section 3. Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to authorize the governing authority of Orleans Parish to increase the annual millage rate levied for fire and police protection, to require that the revenue from the fire and police millages be used for fire and police protection service enhancements, and to require that any increase be approved by the voters of Orleans Parish? (Amends Article VI, Section 26(E))

A true copy: Tom Schedler Secretary of State

Proposed Amendment No. 7 Regular Session, 2013

Act No. 433

SENATE BILL NO. 96 BY SENATOR ADLEY

A JOINT RESOLUTION

Proposing to amend Article VII, Section 21(K)(1) and (3) of the Constitution of Louisiana, relative to providing an exemption of seven thousand five hundred dollars of the assessed valuation on property owned and occupied by a veteran with a certain service-connected disability rating; to extend the same exemption to surviving spouses of such totally disabled veterans; and to specify an election for submission of the proposition to electors and provide a ballot proposition.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state, for their approval or rejection in the manner provided by law, a proposal to amend Article VII, Section 21(K)(1) and (3) of the Constitution of Louisiana, to read as follows:

§21. Homestead Exemptions

Section 21. In addition to the homestead exemption provided for in Section 20 of this Article, the following property and no other shall be exempt from ad valorem taxation:

(K)(1) In On and after January 1, 2015, in addition to the homestead exemption authorized under the provisions of Article VII, Section 20 of this constitution, which applies to the first seven thousand five hundred dollars of the assessed valuation of property, the next seven thousand five hundred dollars of the assessed valuation of property receiving the homestead exemption that is owned and occupied by a veteran with a service-connected disability rating of one hundred percent unemployability or totally disabled by the United States Department of Veterans Affairs shall be exempt from ad valorem taxation. The surviving spouse of a deceased veteran with a service-connected disability rating of one hundred percent unemployability or totally disabled by the United States Department of Veterans Affairs shall be eligible for this exemption if the surviving spouse occupies and remains the owner of the property, whether or not the exemption was in effect on the property prior to the death of the veteran. If property eligible for the exemption provided for in this Paragraph has an assessed value in excess of fifteen thousand dollars, the ad valorem property taxes shall apply to the assessment in excess of fifteen thousand dollars.

(3) The exemption provided for in this Paragraph shall only extend and apply in a parish only if it is established through an election which shall be called by either an ordinance or a resolution from the parish governing authority. The proposition shall state that the exemption shall extend and apply in the parish and become effective only after the question of its adoption has been approved by a majority of the registered voters of the parish voting in an election held for that purpose.

(b) If a parish held an election as provided by this Subparagraph and the electors approved the exemption prior to November 4, 2014, the parish may implement the exemption as amended by the statewide electors on November 4, 2014, without holding an additional election.

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 4, 2014.

Section 3. Be it further resolved that on the official ballot to be used at said election there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to provide that the homesteads of veterans with a service-connected disability rating of one hundred percent unemployability or totally disabled by the United States Department of Veterans Affairs, and their surviving spouses, shall be exempt from ad valorem taxation up to one hundred fifty thousand dollars, and that a parishwide vote shall not be required to implement this change in qualification for the exemption? (Amends Article VII, Section 21(K)(1) and (3))

A true copy: Tom Schedler Secretary of State

Proposed Amendment No. 8 Regular Session, 2013

Act No. 434

SENATE BILL NO. 128 BY SENATOR ALLAIN AND REPRESENTATIVES ABRAMSON, BARRAS, BERTHELOT, BILLIOT, STUART BISHOP, BROADWATER, BURRELL, CARMODY, CHAMPAGNE, COX, DOVE, FRANKLIN, GAROFALO, GISCLAIR, GUINN, HARRISON, HENRY, HENSINGS, HILL, JONES, LAMBERT, NANCY LANDRY, LOPINTO, MONTOUCEIT, JIM MORRIS, REYNOLDS, SCHEXNAyder, ST. GERMAIN, THIBAUT AND WHITNEY

A JOINT RESOLUTION

Proposing to add Article VII, Section 10.11 of the Constitution of Louisiana, relative to the creation of the Artificial Reef Development Fund; to provide for the sources and uses of monies in the fund; to provide conditions and requirements; to provide for an effective date; and to specify an election for submission of the proposition to electors and provide a ballot proposition.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state, for their approval or rejection in the manner provided by law, a proposal to add Article VII, Section 10.11 of the Constitution of Louisiana, to read as follows:

§10.11. Artificial Reef Development Fund

(A) Artificial Reef Development Fund. There shall be established in the state treasury, as a special fund, the Artificial Reef Development Fund. Out of the funds remaining in the Bond Security and Redemption Fund after a sufficient amount is allocated from that fund to pay all obligations secured by the full faith and credit of the state that become due and payable within any fiscal year as required by Article VII, Section 9(B) of this constitution, the treasurer shall pay into the Artificial Reef Development Fund the monies received as provided in Paragraph (B) of this Section.

(B) The secretary of the Department of Wildlife and Fisheries is authorized to accept and receive grants, donations of monies, and other forms of assistance from private and public sources that are provided to the state for the purpose of siting, designing, constructing, permitting, monitoring, and otherwise managing an artificial reef system.

(C) The monies in the Artificial Reef Development Fund shall be appropriated by the legislature to the Department of Wildlife and Fisheries, or its successor, and shall be allocated solely for the following:

(1) For the programs and purposes of siting, designing, constructing, permitting, monitoring, and otherwise managing an artificial reef system.

(2) For the salaries of personnel assigned to the Artificial Reef Development Program and for related operating expenses.

(3) An amount not to exceed ten percent of the monies deposited to the fund each year and ten percent of the interest income credited to the fund each year may be used by the department to provide funding in association with the wild seafood certification program, particularly in support of wild-caught shrimp, established by the department. Such funding may be used for a subsidy granted to seafood harvesters or processors to assist in their efforts to comply with the certification program requirements and may be used for administration of the program.

(4) An amount not to exceed ten percent of the funds deposited to the fund each year and ten percent of the interest income credited to the fund each year may be used by the department to provide funding for inshore fisheries habitat enhancement projects, particularly in support of the Artificial Reef Development Program established by the department. Such funding may be used for grants to nonprofit conservation organizations working in cooperation with the department

(iv) An owner who is below the age of sixty-five or who is not permanently totally disabled as provided for in Subparagraph (a)(i)(d) of this Paragraph and who has applied for and received the special assessment level may qualify for and receive the special assessment level in the subsequent year by certifying to the assessor of the parish, or in the parish of Orleans, the assessor of the district where the property is located, that such person or persons' adjusted gross income in the prior tax year satisfied the income requirement of this Section. The provisions of this Subparagraph (a)(iv) shall not apply to an owner who has qualified for and received the special assessment level for persons sixty-five years of age or older or to such owner's surviving spouse as described in Subparagraph (a)(i)(d) of this Paragraph. **Subparagraph (2)(a)(i) of this Paragraph or for an owner who is permanently totally disabled as provided for in Subparagraph (a)(i)(d) of this Paragraph.**

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 4, 2014.

Section 3. Be it further resolved that this amendment shall become effective January 1, 2015.

Section 4. Be it further resolved that on the official ballot to be used at said election there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to exclude owners who are permanently totally disabled from the requirement that they annually certify to the assessor the amount of their adjusted gross income in order to receive the Special Assessment Level on their residences for property tax purposes? (Amends Article VII, Section 18(G)(1)(a)(iv))

A true copy:
Tom Schedler
Secretary of State

Proposed Amendment No. 10
Regular Session, 2013

Act No. 436

HOUSE BILL NO. 256
BY REPRESENTATIVE PATRICK WILLIAMS AND SENATOR JOHNS

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

A JOINT RESOLUTION
Proposing to add Article VII, Section 25(B)(3) of the Constitution of Louisiana, relative to tax sales occurring in certain parishes; to provide for the redemption period for certain blighted or abandoned property sold at tax sale; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to add Article VII, Section (B)(3) of the Constitution of Louisiana, to read as follows:

§25. Tax Sales
Section 25.

(B) Redemption.

Section 3. In any parish other than Orleans, when such property sold is vacant residential or commercial property which has been declared blighted, as defined by R.S. 33:174(B)(1) on January 1, 2013, or abandoned, as defined by R.S. 33:4720.59(D)(2) on January 1, 2013, it shall be redeemable for eighteen months after the date of recordation of the tax sale by payment in accordance with Subparagraph (1) of this Paragraph.

Section 2. Be it further resolved that the provisions of the amendment contained in this Joint Resolution shall become effective on January 1, 2015.

Section 3. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 4, 2014.

Section 4. Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment providing for an eighteen-month redemption period in any parish other than Orleans, for vacant property sold at tax sale which is blighted or abandoned? (Effective January 1, 2015) (Adds Article VII, Section 25(B)(3))

A true copy:
Tom Schedler
Secretary of State

Proposed Amendment No. 11
Regular Session, 2014

Act No. 874

HOUSE BILL NO. 341
BY REPRESENTATIVES HARRISON, COX, KLECKLEY, AND WILLMOTT AND SENATORS ALARIO, AMEDEE, BROOME, BROWN, CHABERT, DONAHUE, DORSEY-COLOMB, ERDEY, HEITMEIER, JOHNS, KOSTELKA, LONG, MARTINY, MILLS, MORRELL, MORRISH, MURRAY, NEVERS, PERRY, RISER, GARY SMITH, JOHN SMITH, THOMPSON, WALSWORTH, WARD, AND WHITE

A JOINT RESOLUTION
Proposing to amend Article IV, Section 1(B) of the Constitution of Louisiana, relative to organization of the executive branch of state government; to provide for the maximum number of departments in the executive branch of state government; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to amend Article IV, Section 1(B) of the Constitution of Louisiana, to read as follows:

§1. Composition; Number of Departments; Reorganization

Section 1.

(B) Number of Departments. Except for the offices of governor and lieutenant governor, all offices, agencies, and other instrumentalities of the executive branch and their functions, powers, duties, and responsibilities shall be allocated according to function within not more than twenty-one departments. Except that no department may be created that has the powers, duties, and functions to perform or administer programs or services which are historically performed or administered by any other agency, office, or department of the state. The powers, functions, and duties allocated by this constitution to any executive office or commission shall not be affected or diminished by the allocation provided herein except as authorized by Section 20 of this Article.

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 4, 2014.

Section 3. Be it further resolved that this proposed constitutional amendment shall not become effective until funding is provided by the legislature, but no sooner than June 12, 2015.

Section 4. Be it further resolved that the department created by this amendment shall be able to use federal funding under the provisions of Title 19.

Section 5. Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to change the maximum number of departments in the executive branch of state government from twenty to twenty-one? (Amends Article IV, Section 1(B))

A true copy:
Tom Schedler
Secretary of State

Proposed Amendment No. 12
Regular Session, 2013

Act No. 437

HOUSE BILL NO. 426
BY REPRESENTATIVE ARMES

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

A JOINT RESOLUTION
Proposing to amend Article IX, Section 7(A) of the Constitution of Louisiana, to provide relative to the membership of the Louisiana Wildlife and Fisheries Commission; to provide relative to members of such commission; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to amend Article IX, Section 7(A) of the Constitution of Louisiana, to read as follows:

§7. Wildlife and Fisheries Commission
Section 7(A) Members; Terms. The control and supervision of the wildlife of the state, including all aquatic life, is vested in the Louisiana Wildlife and Fisheries Commission. The commission shall be in the executive branch and shall consist of seven members appointed by the governor, subject to confirmation by the Senate. Six members shall serve overlapping terms of six years, and one member shall serve a term concurrent with that of the governor. Three members shall be electors of the coastal parishes and representatives of the commercial fishing and fur industries, two members shall be electors appointed at large from the parishes located north of a line created by the northern boundary of the parishes of Beauregard, Allen, Evangeline, Avoyelles, and Pointe Coupee, and four two members shall be electors from the state at large other than representatives of the commercial fishing and fur industries, as provided by law. No member who has served six years or more shall be eligible for reappointment.

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 4, 2014.

Section 3. Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to require that two members of the Wildlife and Fisheries Commission be electors from parishes located north of the parishes of Beauregard, Allen, Evangeline, Avoyelles, and Pointe Coupee? (Amends Article IX, Section 7(A))

A true copy:
Tom Schedler
Secretary of State

Proposed Amendment No. 13
Regular Session, 2014

Act No. 872

HOUSE BILL NO. 489
BY REPRESENTATIVE WESLEY BISHOP

A JOINT RESOLUTION
Proposing to amend Article VII, Section 14(B) of the Constitution of Louisiana, to authorize the governing authority of the city of New Orleans to sell at a fixed price certain property; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to amend Article VII, Section 14(B) of the Constitution of Louisiana, to read as follows:

§14. Donation, Loan, or Pledge of Public Credit

Section 14.

(B) Authorized Uses. Nothing in this Section shall prevent (1) the use of public funds for programs of social welfare for the aid and support of the needy; (2) contributions of public funds to pension and insurance programs for the benefit of public employees; (3) the pledge of public funds, credit, property, or things of value for public purposes with respect to the issuance of bonds or other evidences of indebtedness to meet public obligations as provided by law; (4) the return of property, including mineral rights, to a former owner from whom the property had previously been expropriated, or purchased under threat of expropriation, when the legislature by law declares that the public and necessary purpose which originally supported the expropriation has ceased to exist and orders the return of the property to the former owner under such terms and conditions as specified by the legislature; (5) acquisition of stock by any institution of higher education in exchange for any intellectual property; (6) the donation of abandoned or blighted housing property by the governing authority of a municipality or a parish to a nonprofit organization which is recognized by the Internal Revenue Service as a 501(c)(3) or 501(c)(4) nonprofit organization and which agrees to renovate and maintain such property until conveyance of the property by such organization; (7) the deduction of any tax, interest, penalty, or other charges forming the basis of tax liens on blighted property so that they may be subordinated and waived in favor of any purchaser who is not a member of the immediate family of the blighted property owner or which is not any entity in which the owner has a substantial economic interest, but only in connection with a property renovation plan approved by an administrative hearing officer appointed by the parish or municipal government where the property is located; (8) the deduction of past due taxes, interest, and penalties in favor of an owner of a blighted property, but only

when the owner sells the property at less than the appraised value to facilitate the blighted property renovation plan approved by the parish or municipal government and only after the renovation is completed such deduction being canceled, null and void, and to no effect in the event ownership of the property in the future reverts back to the owner or any member of his immediate family; (9) the donation by the state of asphalt which has been removed from state roads and highways to the governing authority of the parish or municipality where the asphalt was removed, or if not needed by such governing authority, then to any other parish or municipal governing authority, but only pursuant to a cooperative endeavor agreement between the state and the governing authority receiving the donated property; (10) the investment in stocks of a portion of the Rockefeller Wildlife Refuge Trust and Protection Fund, created under the provisions of R.S. 56:797, and the Russell Sage or Marsh Island Refuge Fund, created under the provisions of R.S. 56:798, such portion not to exceed thirty-five percent of each fund; (11) the investment in stocks of a portion of the state-funded permanently endowed funds of a public or private college or university, not to exceed thirty-five percent of the public funds endowed; or (12) the investment in equities of a portion of the Medicaid Trust Fund for the Elderly created under the provisions of R.S. 46:2691 et seq., such portion not to exceed thirty-five percent of the fund; or (13) the sale, at a price that the legislature may set, of property located in the Lower Ninth Ward of the city of New Orleans by the governing authority of the city of New Orleans to qualified purchasers as provided by law.

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 4, 2014.

Section 3. Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to authorize the governing authority of the city of New Orleans to sell at a price fixed by the legislature property located in the Lower Ninth Ward of the city of New Orleans? (Amends Article VII, Section 14(B))

A true copy:
Tom Schedler
Secretary of State

Proposed Amendment No. 14
Regular Session, 2013

Act No. 435

HOUSE BILL NO. 131
BY REPRESENTATIVE JAMES

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

A JOINT RESOLUTION
Proposing to amend Article III, Section 2(A)(3)(b) and (4)(b)(introductory paragraph) of the Constitution of Louisiana, to provide for consideration of certain legislative instruments during regular sessions; to provide relative to subject matter restrictions for regular sessions; to provide for submission of the proposed amendment to the electors; and to provide for related matters.

Section 1. Be it resolved by the Legislature of Louisiana, two-thirds of the members elected to each house concurring, that there shall be submitted to the electors of the state of Louisiana, for their approval or rejection in the manner provided by law, a proposal to amend Article III, Section 2(A)(3)(b) and (4)(b)(introductory paragraph) of the Constitution of Louisiana, to read as follows:

§2. Sessions
Section 2.(A) Annual Session.

(3)

(b) No measure levying or authorizing a new tax by the state or by any statewide political subdivision whose boundaries are coterminous with the state; increasing an existing tax by the state or by any statewide political subdivision whose boundaries are coterminous with the state; or legislating with regard to tax exemptions, exclusions, deductions, rebates, incentives, abatements, or credits, shall be introduced or enacted during a regular session held in an even-numbered year.

(4)

(b) During any session convening in an odd-numbered year, no matter intended to have the effect of law, including any suspension of law, shall be introduced or considered unless its object is to enact the General Appropriation Bill; enact the comprehensive capital budget; make an appropriation; levy or authorize a new tax; increase an existing tax; levy, authorize, increase, decrease, or repeal a fee; dedicate revenue; legislate with regard to tax exemptions, exclusions, deductions, reductions, rebates, incentives, abatements, or credits; or legislate with regard to the issuance of bonds. In addition, a matter intended to have the effect of law, including a measure proposing a suspension of law, which is not within the subject matter restrictions provided in this Subparagraph may be considered at any such session if:

Section 2. Be it further resolved that this proposed amendment shall be submitted to the electors of the state of Louisiana at the statewide election to be held on November 4, 2014.

Section 3. Be it further resolved that on the official ballot to be used at the election, there shall be printed a proposition, upon which the electors of the state shall be permitted to vote YES or NO, to amend the Constitution of Louisiana, which proposition shall read as follows:

Do you support an amendment to provide that legislation relative to tax rebates, tax incentives, and tax abatements may not be introduced or considered by the legislature in a regular session held in an even-numbered year? (Amends Article III, Section 2(A)(3)(b) and (4)(b)(introductory paragraph))

A true copy:
Tom Schedler
Secretary of State

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