

LEGALIS

ST. CHARLES PARISH PUBLIC NOTICES



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PUBLIC NOTICE

PUBLIC NOTICE

Request for Qualifications Statements for Engineering Services

St. Charles Parish is interested in procuring the services of a State of Louisiana registered engineering firm to provide professional design services for the St. Rose Sewer Network Upgrades project. The project includes the design of upgrades to the Fourth Street and Rue Landry Lift Stations.

The procedures for the selection of the engineering firm will be based on an evaluation of all written responses received in accordance with the Selection Criteria and corresponding point system. In the event of a tie, the award will be made to the firm whose Qualifications Statement is deemed most advantageous to St. Charles Parish, all factors considered. St. Charles Parish will begin negotiating a lump sum engineering services contract with the respondent selected following the evaluation process. Unsuccessful respondents will be notified in writing as soon as possible.

Interested parties are invited to secure a Request for Qualifications Statements packet from Ms. Holly Fonseca, Grants Officer, St. Charles Parish, Grants Office, 15045 River Road, Post Office Box 302, Hahnville, LA 70057, (985) 783-5170. Proposal packets may also be obtained by emailing a request to hfonseca@stcharlesgov.net.

Responses to this request must be hand-delivered or mailed to the above named person at the above named address in such a manner that it is received no later than **10:00 a.m., on Thursday, February 12, 2015.**

At any time during the evaluation process, St. Charles Parish reserves the right to reject any and all responses received to this solicitation.

St. Charles Parish is an Equal Opportunity Employer. Persons requiring reasonable accommodation to respond to this solicitation are requested to contact Ms. Holly Fonseca at (985) 783-5170 to discuss their particular needs.

Advertisement Sources and Dates:

St. Charles Herald Guide
Times Picayune
St. Charles Parish Website

Thursday, January 15, 2015
Thursday, January 22, 2015
Thursday, January 29, 2015

PUBLIC NOTICE



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

Middle School Lighting Fixture Replacement

Albert Cannon Middle, Harry Hurst Middle,
J. B. Martin Middle, R. K. Smith Middle,
Eual J. Landry Alternative Center, Satellite Center

Bids will be received at the **St. Charles Parish School Board, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at 2 P.M., LOCAL TIME, Tuesday, February 24, 2015**, 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 GVA ENGINEERING, L.L.C.; 2615 Edenborn Avenue, Suite C; Metairie, Louisiana 70002 (Phone: 504-780-9330) 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 **St. Charles Parish School Board, 13855 River Road, Luling, LA on Tuesday, February 3, 2015, at 10 A.M. in the Dufresne Conference Room. Attendance at this pre-bid conference is Mandatory.**

F. ADVERTISEMENT DATES

LEGAL AD TO RUN:
Thursday, January 15, 2015
Thursday, January 22, 2015
Thursday, January 29, 2015

St. Charles Parish Public Schools
Arthur A. Aucoin, President
Felicja Gomez-Walker, Superintendent
13855 River Road, Luling, LA 70070

PUBLIC NOTICE

"Anyone knowing the whereabouts of **Jada Joseph Baloney, or Her Heirs, Successors or Assigns**, please contact Kurt F. Sins, Attorney at Law, 536 Emerald Street, New Orleans, Louisiana 70124; 504-756-0234. Important rights are involved"

Publish January 15 & 22, 2015

PUBLIC NOTICE

"Anyone knowing the whereabouts of the **successors, heirs and/or assigns of Stanley M. Robinson, A/K/A Stanley Robinson**, please contact Charles Chauvin of Chauvin Law Firm, LLC, 1904 Ormond Blvd., Destrehan, LA 70047; 985-307-0281. Important property rights involved."

Publish January 15 & 22, 2015

PUBLIC NOTICE

"Anyone knowing the whereabouts of the **successors, heirs and/or assigns of Curtis Joseph Carter, A/K/A Curtis Joseph Carter, Sr.**, please contact Charles Chauvin of Chauvin Law Firm, LLC, 1904 Ormond Blvd., Destrehan, LA 70047; 985-307-0281. Important property rights involved."

Publish January 15 & 22, 2015

PUBLIC NOTICE

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **United Way of St. Charles Bridge Run** at the West Bank Bridge Park in Luling, La. on March 28, 2015 from 6:00 a.m. til 1p.m., in the parish of St. Charles.

Alcohol will be served at this event.

Saturday, March 28, 2015

Publish on January 22 & 29, 2015

PUBLIC NOTICE

PUBLIC NOTICE COMMUNITY SERVICE ANNOUNCEMENT

Beginning **February 2, 2014** funds will be available for the *St. Charles Parish Department of Community Services Low-Income Home Energy Assistance Program (LIHEAP)* through September 30 2016. *Any client who received LIHEAP services or did not receive LIHEAP services in the last six (6) months is eligible.*

Information Needed to Apply:

- Recent copies of your utility bills
- Final Utility Termination Notice (if you received a shut-off notice from your energy company)
- Most recent four (4) consecutive check stubs for employed household members
- Proof of income from SS, SSI, Retirement, UEB, Pension Funds, etc.
- Current Food Stamp Print-out (within 30 days)
- Identification to prove address (ex: drivers license, voter registration card, rent/lease agreement, bill with your name with the same address as the utility bill)
- Social Security Card for each household member

LOUISIANA 2014 INCOME ELIGIBILITY GUIDELINES Low Income Home Energy Assistance Program (LIHEAP) (Based on 60% of Estimated State Median Income)	
# Household Members	Monthly Household Income Limit
1	\$1,793
2	\$2,343
3	\$2,896
4	\$3,448
5	\$4,000
6	\$4,552
7	\$5,105
8	\$5,658
9	\$6,210
10	\$6,763
11	\$7,315
12	\$7,868
13	\$8,420
14	\$8,973
15	\$9,525

All residents qualifying for utility assistance must provide their current bill and disconnect notice. Applications are taken by appointment, but walk-ins are welcome. For information and/or to schedule an appointment, call 985-764-7944 between the hours of 8:30 a.m. and 4:00 p.m., Monday thru Friday. The Department of Community Services is located at 14564 River Road, New Sarpy.

Note: It is the policy of this department to ensure equal opportunity in all aspects of its programs and services without regard to religion, race, color, national origin age, sex or handicap.

Publish January 22, 2015

PUBLIC NOTICE

St. Charles Parish School Board Meeting
13855 River Road
Luling, LA 70070
Wednesday, January 14, 2015

Generated by Priscilla Thibodeaux on Thursday, January 15, 2015

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 Suftrin and Superintendent Gomez-Walker

Prior to the start of the meeting, all eight Board Members took the oath of office and were sworn in by the Honorable Judge Emile St. Pierre as they begin their next four year term.

Meeting called to order at 6:30 PM

I. Opening Items

Procedural: 1.01 Call To Order
Board President, Arthur Aucoin called the meeting to order.

Procedural: 1.02 Pledge of Allegiance
Mr. John Smith led the Pledge of Allegiance.

Procedural: 1.03 Roll Call

After asking for a moment of personal privilege, Superintendent Gomez-Walker presented a framed picture to outgoing Board President John "Jay" Robichaux in appreciation for his dedication to the St. Charles Parish Public School System.

2. Resolutions/Proclamations

Action, Proclamation: 2.01 Satellite Center Week Proclamation

The Superintendent recommends acceptance of the Satellite Center Week Proclamation.

Motion by John W Robichaux, 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 Suftrin

The Superintendent said that the Satellite Center will be celebrating their 10th year anniversary. She said that there will be a celebration on Friday, January 30 from 6-8 pm at the center. Ms. Gomez-Walker introduced and recognized the staff members of the Satellite Center that were in attendance.

Action, Proclamation: 2.02 School Counseling Week Proclamation

The Superintendent recommends approval of the School Counseling Week Proclamation.

Motion by Dennis J Naquin, second by Alex L Suftrin.

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 Suftrin

The Superintendent introduced Ms. Mary Lou Sumrall, Director of Special Programs who recognized and introduced the counselors that were in attendance.

Action: 2.03 School Board Member Training Resolution

The Superintendent recommends adopting the School Board Member Training Resolution.

School Board Member Training Resolution

WHEREAS, each member of a city and parish school board shall receive a minimum of six hours of training and instruction, as required by ACT 705 of the 2011 Louisiana Legislature, and

WHEREAS, this training and instruction shall consist of school laws of this state, laws governing the powers, duties, and responsibilities of city and parish school boards, educational trends, research and policy, and

WHEREAS, such instruction may be received from an institution of higher education in this state, from instruction sponsored by the State Department of Education, or by an in-service training program conducted by a city or parish school board central office or the Louisiana School Boards Association, or sessions provided by the National School Boards Association, and

WHEREAS, each member of a city and parish board shall receive one hour of ethics training, per year, of their tenure as board member, and

WHEREAS, BE IT RESOLVED, that it become public record that Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, John L. Smith, Clarence H. Savoie and Alex L. Suftrin, members of the St. Charles Parish School Board, have successfully received and exceeded the six hours of required training as mandated by the Legislature of Louisiana and all board members have fulfilled the mandate of one hour of ethics training for the year 2014.

CERTIFICATE

I, the undersigned Secretary-Treasurer of the St. Charles Parish School Board, do hereby certify that the above and foregoing is a true copy of a resolution adopted at its regular School Board meeting on January 14, 2015.

Felicja Gomez-Walker, Secretary-Treasurer
St. Charles Parish School Board

Motion by Dennis J Naquin, second by Clarence H Savoie.

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 Suftrin

Action, Resolution: 2.04 Resolution in Memory of Ms. Mary Boone Dufresne

The Superintendent's recommendation is to approve adoption of the memory resolution for Ms. Mary Boone Dufresne.

WHEREAS, Ms. Mary Dufresne served as a teacher for 23 years in the St. Charles Parish Public School System, now

BE IT RESOLVED, that the St. Charles Parish School Board herein expresses to the family of the late Mary Dufresne their sincere sympathy in this, their time of sorrow, and

BE IT FURTHER RESOLVED, that a page in the minute book be set aside for the sole purpose of inscribing thereon this resolution and that a copy of this resolution be presented to Ms. Dufresne's family.

Motion by Clarence H Savoie, 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 Suftrin

Action, Resolution: 2.05 Resolution in Memory of Ms. Denise Farrae Keller

The Superintendent's recommendation is to approve adoption of the memory resolution for Ms. Denise Farrae Keller.

WHEREAS, Ms. Denise Keller served as a Destrehan High School paraeducator for 5 years in the St. Charles Parish Public School System, now

BE IT RESOLVED, that the St. Charles Parish School Board herein expresses to the family of the late Denise Keller their sincere sympathy in this, their time of sorrow, and

BE IT FURTHER RESOLVED, that a page in the minute book be set aside for the sole purpose of inscribing thereon this resolution and that a copy of this resolution be presented to Ms. Keller's family.

Motion by Alex L Suftrin, second by John W Robichaux.

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 Suftrin

Action, Resolution: 2.06 Resolution in Memory of Mr. Lambert J. Mathieu, Jr.

The Superintendent's recommendation is to approve adoption of the memory resolution for Mr. Lambert J. Mathieu, Jr.

WHEREAS, Mr. Lambert Mathieu, Jr. served as a teacher for 3 years in the St. Charles Parish Public School System, now

BE IT RESOLVED, that the St. Charles Parish School Board herein expresses to the family of the late Lambert Mathieu their sincere sympathy in this, their time of sorrow, and

BE IT FURTHER RESOLVED, that a page in the minute book be set aside for the sole purpose of inscribing thereon this resolution and that a copy of this resolution be presented to Mr. Mathieu's family.

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 Suftrin

Action, Resolution: 2.07 Resolution in Memory of Ms. Theresa "Bunny" Petit

The Superintendent's recommendation is to approve adoption of the memory resolution for Ms. Theresa "Bunny" Petit.

WHEREAS, Ms. Theresa "Bunny" Petit served as a school office specialist for 17 years in the St. Charles Parish Public School System, now

BE IT RESOLVED, that the St. Charles Parish School Board herein expresses to the family of the late Bunny Petit their sincere sympathy in this, their time of sorrow, and

BE IT FURTHER RESOLVED, that a page in the minute book be set aside for the sole purpose of inscribing thereon this resolution and that a copy of this resolution be presented to Mr. Mathieu's family.

Motion by Melinda H Bernard, second by Clarence H Savoie.

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 Suftrin

3. Recognitions

Recognition: 3.01 St. Charles Parish Public Schools' United Way Campaign

Ms. Regina McMillan provided a presentation from the 2014 United Way Campaign.

The Board President and Superintendent introduced and presented Mr. John Dias, Executive Director of United Way of St. Charles a check of \$107,157.82 for the 2014 campaign.

Recognition: 3.02 School Board and Superintendent's Recognition

The Board President and the Superintendent recognized employees for their accomplishments. Each was presented a certificate of recognition for his/her specific achievement.

4. Business Items

Action: 4.01 Minutes, December 8, 2014, December 10, 2014 and December 15, 2014 Meetings

The Superintendent recommends approval of the minutes of the December 8, 2014 Committee Meetings, December 10, 2014 Regular Board Meeting and the December 15, 2014 Board Retreat Minutes as presented to the Board.

Motion by John W Robichaux, 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 Suftrin

Action: 4.02 Personnel Items

The Superintendent recommends approval of the personnel items as presented to the Board with the exception of II B-4.

Motion by Ellis A Alexander, 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 Suftrin

Action: 4.03 Expulsion Appeal of Student Number One - Board Meeting

The Superintendent recommends approval of the Board's Ad Hoc Committee's recommendation regarding the expulsion appeal of Student Number One.

Motion by Dennis J Naquin, second by John W Robichaux.

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 Suftrin

Action: 4.04 Request for Proposals - Public Information Communication Services

The Superintendent recommends authorizing the request for proposals for Public Information Communication Services.

Motion by John W Robichaux, 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 Suftrin

Action: 4.05 Bid Authorization Request - Middle School Lighting Fixture Replacement

The Superintendent recommends approving the bid authorization request for lighting fixture replacement at middle schools.

Motion by Clarence H Savoie, second by John L Smith.

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 Suftrin

Action: 4.06 Bid Acceptance - Purchase School Buses

Motion by Alex L. Sufirin, second by John W Robichaux. Final Resolution: Motion Carries

And the resolution was declared adopted on this, the 14th day of January, 2015.

PUBLIC NOTICE

Monday, December 8, 2014 Council Chambers

BOARD OF COMMISSIONERS OF THE (9-1-1) ST. CHARLES PARISH COMMUNICATIONS DISTRICT

PRESENT: Major Sam Zinna, Sheriff's Office; Fred Martinez, St. Charles Hospital Representative; Tommy Barreca, Parish Council Representative; Reggie Gaubert, Firemen's Association; Major John Cornwell, Parish President Representative; Chief Joe Cardella, Sheriff's Office; Armond Bourque, Firemen's Association; Amber Walsh, Minute Clerk

ABSENT: -NONE-

IN ATTENDANCE: Lt. Drauzin Kinler / Sheriff's Office; Ravenel Mixon / Sheriff's Office

CALL TO ORDER: Major Zinna called the Monday, December 8, 2014 meeting of the Board of Commissioners of the St. Charles Parish Communications District to order at 5:00 p.m., which was held in the Council Chambers.

SILENT PRAYER & PLEDGE: Time for a silent prayer was given followed by the Pledge of Allegiance.

Major Zinna introduced the new Deputy Director of 9-1-1, Ravenel Mixon, and the new I.T. Director, Drauzin Kinler.

Motion was made by Mr. Barreca and seconded by Major Cornwell approving minutes of the meeting held on Monday, November 10, 2014. YEAS: ZINNA, MARTINEZ, BARRECA, GAUBERT, CORNWELL, CARDELLA, BOURQUE

REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES:

A. SECRETARY/TREASURER REPORT: Motion was made by Mr. Martinez and seconded by Chief Cardella approving payment of Herald/Guide Invoice #113172 dated December 1, 2014 in the amount of \$271.40

B. 9-1-1 DIRECTOR'S REPORT: Ravenel Mixon gave a brief overview on personnel, maintenance, etc., for the 9-1-1 Communications Center.

UNFINISHED OLD BUSINESS:

NONE

NEW BUSINESS:

Major Zinna announced that due to a scheduling conflict with the Council meetings, the 9-1-1 Communications District meetings scheduled for January 12th, February 9th, and December 14th, 2015 will be held at the St. Charles Parish Sheriff's Office Headquarters building.

A. Motion was made by Mr. Gaubert and seconded by Chief Cardella to adopt the 2015 meeting schedule for the St. Charles Parish 9-1-1 Communications District. YEAS: ZINNA, MARTINEZ, BARRECA, GAUBERT, CORNWELL, CARDELLA, BOURQUE

B. Motion was made by Mr. Barreca and seconded by Major Cornwell to increase the office fee from sixty dollars per month to eighty dollars per month for the minute clerk effective January 2015. YEAS: ZINNA, MARTINEZ, BARRECA, GAUBERT, CORNWELL, CARDELLA, BOURQUE

C. Motion was made by Chief Cardella and seconded by Mr. Bourque to replace the generator Automatic Transfer Switch at the 9-1-1 Center in the amount of \$20,400.00 by A1 Electrical Contractors, Inc. YEAS: ZINNA, MARTINEZ, BARRECA, GAUBERT, CORNWELL, CARDELLA, BOURQUE

D. Election of officers for 2015 to the 9-1-1 Communications District Board of Commissioners.

Nomination for Position of President: Mr. Gaubert nominated Major Zinna for President. Major Zinna asked for any other nominations for President two times. Chief Cardella made a motion to close nominations for President. YEAS: ZINNA, MARTINEZ, BARRECA, GAUBERT, CORNWELL, CARDELLA, BOURQUE

Major Zinna accepts the position of President for 2015.

Nomination for Position of Vice President: Chief Cardella nominated Mr. Barreca for Vice President. Major Zinna asked for any other nominations for Vice President two times. Mr. Martinez made a motion to close nominations for Vice President. YEAS: ZINNA, MARTINEZ, BARRECA, GAUBERT, CORNWELL, CARDELLA, BOURQUE

Mr. Barreca accepts the position of Vice President for 2015.

Nomination for Position of Secretary/Treasurer: Mr. Barreca nominated Mr. Martinez for Secretary/Treasurer. Major Zinna asked for any other nominations for Secretary/Treasurer two times. Mr. Gaubert made a motion to close nominations for Secretary/Treasurer. YEAS: ZINNA, MARTINEZ, BARRECA, GAUBERT, CORNWELL, CARDELLA, BOURQUE

Mr. Martinez accepts the position of Secretary/Treasurer for 2015.

ANNOUNCEMENTS:

NONE

The next regular meeting will be held Monday, January 12, 2015 at 5:00 p.m. in the Judge Edward Dufresne Multipurpose Room.

Motion to adjourn was made by Mr. Bourque and seconded by Mr. Barreca. YEAS: ZINNA, MARTINEZ, BARRECA, GAUBERT, CORNWELL, CARDELLA, BOURQUE

There being no further business Major Zinna adjourned the meeting at 5:18 p.m.

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

ATTEST: SAM ZINNA, PRESIDENT; TOMMY BARRECA, VICE PRESIDENT; ST. CHARLES PARISH COMMUNICATIONS DISTRICT (9-1-1)

Publish January 22, 2015

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

Closing Items

Procedural: 5.01 Standing Committee Reports. Mr. Alexander - Personnel & Policy Committee; Ms. Bernard - Curriculum, Instruction & Assessment Committee; Mr. Robichaux - Technology Committee; Mr. Sufirin - Finance Committee; Mr. Naquin - Risk Management & Insurance Committee

Procedural: 5.02 Superintendent's Report

In her oral report, the Superintendent introduced Mr. Todd Toumillon of Postlethwaite and Netterville who provided information regarding the Financial Audit Report for the fiscal year 2014.

Mr. John Rome, Executive Director of Physical Plant Services and Mr. Kade Rogers, Coordinator of Safety, Security & Emergency Preparedness presented information on safety & security of schools and facilities of the district.

Ms. Gomez-Walker said that in observance of the Martin Luther King Holiday, schools will be closed on Monday, January 19th. In addition, she said that The Dr. Martin Luther King, Jr. Commemorative Organization of St. Charles Parish will hold a March and rally on January 19th beginning at 10:00 am at the Westbank Bridge Park in Luling. Ms. Gomez-Walker said that classes will resume on Tuesday, January 20th.

The Superintendent said that the district Science Fair will be held at Destrehan High School on Thursday, January 22. She said that student projects that were selected as the best at the school level will compete at the district level. Ms. Gomez-Walker said that winners will be announced during an awards ceremony beginning at 6:00 pm in the Destrehan auditorium.

Ms. Gomez-Walker said that middle and high schools have made several unsuccessful attempts to receive a signed consent to release individual student transcript data to the Louisiana Office of Student Financial Aid (LOSA). She said that parent consent is necessary for students to be eligible to receive TOPS, other financial aid, and admission to post-secondary opportunities. The Superintendent requested that parents who have not completed and signed the form do so immediately.

In closing, the Superintendent said that the school system will be visited by an AdvanceED quality review team on January 25 through 28 as part of the process of district re-accreditation. She said that this process includes a self study by each school as well as the school system. Ms. Gomez-Walker said that the review team will examine district performance relative to quality standards. Data review, interviews, and classroom observations will be conducted during this time. She said that the visit will culminate with a presentation of findings and recommendations delivered by members of the review team at a special Board meeting on Wednesday, January 28th at 3:00 pm.

Action: 5.03 Meeting Adjourn

Motion by John W Robichaux, 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 Sufirin

Arthur A. Aucoin, President; Felecia Gomez-Walker, Secretary/Treasurer

Publish January 22, 2015

PUBLIC NOTICE

The following resolution was offered by Melinda Bernard and seconded by John L. Smith:

RESOLUTION

A resolution ordering and calling a special election to be held in School District No. 1 of the Parish of St. Charles, State of Louisiana, to authorize the incurring of debt and issuance of bonds therein; making application to the State Bond Commission in connection therewith and providing for other matters in connection therewith.

BE IT RESOLVED by the Parish School Board of the Parish of St. Charles, State of Louisiana (the "Governing Authority"), acting as the governing authority of School District No. 1 of the Parish of St. Charles, State of Louisiana (the "District"), that:

SECTION 1. Election Call. Subject to the approval of the State Bond Commission, and under the authority conferred by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, Sub-Part A, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended, the applicable provisions of Chapter 5 and Chapter 6-A of the Louisiana Election Code, and other constitutional and statutory authority, a special election is hereby called and ordered to be held in the District on SATURDAY, MAY 2, 2015, between the hours of seven o'clock (7:00) a.m. and eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, and at the said election there shall be submitted to all registered voters qualified and entitled to vote at the said election under the Constitution and laws of this State and the Constitution of the United States, the following proposition, to-wit:

PROPOSITION (BOND)

Shall School District No. 1 of the Parish of St. Charles, State of Louisiana (the "District"), incur debt and issue bonds to the amount of not exceeding Forty-Two Million Dollars (\$42,000,000), to run not exceeding twenty (20) years from date thereof, with interest at a rate not exceeding eight percentum (8%) per annum, for the purpose of acquiring and/or improving lands for building sites and playgrounds, including construction of necessary sidewalks and streets adjacent thereto; purchasing, erecting and/or improving school buildings and other school related facilities within and for the District and acquiring the necessary equipment and furnishings therefor, title to which shall be in the public; which bonds will be general obligations of the District and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto, with an estimated increase in the millage rate to be levied in the first year of issue above the 5.86 mills currently being levied to pay General Obligation Bonds of the District?

SECTION 2. Publication of Notice of Election. A Notice of Special Election shall be published in the St. Charles Herald Guide, a newspaper of general circulation within the District, published in Boutte, Louisiana, and being the official journal of the District, once a week for four consecutive weeks, with the first publication to be made not less than forty-five (45) days nor more than ninety (90) days prior to the date of the election, which Notice shall be substantially in the form attached hereto as "Exhibit A" and incorporated herein by reference the same as if it were set forth herein in full.

SECTION 3. Canvass. This Governing Authority shall meet at its regular meeting place, the St. Charles Parish Public School Board, 13855 River Road, Luling, Louisiana, on WEDNESDAY, MAY 20, 2015, at SIX-THIRTY O'CLOCK (6:30) P.M., and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election.

SECTION 4. Polling Places. The polling places set forth in the aforesaid Notice of Special Election are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, will be the same persons as those designated in accordance with law.

SECTION 5. Election Commissioners; Voting Machines. The officers designated to serve as Commissioners-in-Charge and Commissioners pursuant to Section 4 hereof, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, shall hold the said special election as herein provided, and shall make due returns of the meeting of the Governing Authority to be held on Wednesday, May 20, 2015, as provided in Section 3 hereof. All registered voters in the District will be entitled to vote at the special election, and voting machines shall be used.

SECTION 6. Authorization of Officers. The Secretary of the Governing Authority is hereby empowered, authorized and directed to arrange for and to furnish to said election officers in ample time for the holding of said election, the necessary equipment, forms and other paraphernalia essential to the proper holding of said election and the President and/or Secretary of the Governing Authority are further authorized, empowered and directed to take any and all further action required by State and/or Federal law to arrange for the election.

SECTION 7. Furnishing Election Call to Election Officials. Certified copies of this resolution shall be forwarded to the Secretary of State, the Clerk of Court and Ex-Officio Parish Custodian of Voting Machines of St. Charles Parish and the Registrar of Voters of St. Charles Parish, as notification of the special election, in order that each may prepare for said election and perform their respective functions as required by law.

SECTION 8. Application to State Bond Commission. Application is made to the State Bond Commission for consent and authority to hold the special election as herein provided, and in the event said election carries for further consent and authority to issue, sell and deliver the bonds provided for therein. A certified copy of this resolution shall be forwarded to the State Bond Commission on behalf of this Governing Authority, together with a letter requesting the prompt consideration and approval of this application. By virtue of applicant/issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products/Hedges, Etc.", adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 9. Employment of Bond Counsel. This Governing Authority finds and determines that a real necessity exists for the employment of special counsel in connection with the issuance of the Bonds, and accordingly, Foley & Judd, L.L.P., as Bond Counsel, is hereby employed to do and perform work of a traditional legal nature as bond counsel with respect to the issuance and sale of said Bonds. Said Bond Counsel shall prepare and submit to this Governing Authority for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of such Bonds, shall counsel and advise this Governing Authority as to the issuance thereof and shall furnish their opinions covering the legality of the issuance of the Bonds. The fee of Bond Counsel for each series of said bonds shall be fixed at a sum not exceeding the fee allowed by the Attorney General's fee guidelines for such bond counsel work in connection with the issuance of each such series of general obligation bonds and based on the amount of said Bonds actually issued, sold, delivered and paid for, plus "out-of-pocket" expenses, said fees to be contingent upon the issuance, sale and delivery of said bonds. That pursuant to instructions from the Chief Financial Officer, Bond Counsel shall cause to be prepared an official statement with respect to the sale of the Bonds and the costs of the preparation and printing of said official statement, as approved by the State Bond Commission, shall be paid from the proceeds of the issue for which it has been prepared. Said Official Statement may be submitted to one or more of the nationally recognized bond rating service or services, together with a request that an appropriate rating be assigned. Payment for all ratings shall be made by the Chief Financial Officer upon presentation of appropriate statements from the particular rating service furnishing the ratings. A certified copy of this resolution shall be submitted to the Attorney General of the State of Louisiana for his written approval of said employment and of the fees herein designated, and the Chief Financial Officer is hereby empowered and directed to issue vouchers in payment for the work herein provided for upon completion of the work herein specified and under the conditions herein enumerated.

SECTION 10. Declaration of Official Intent. Prior to the delivery of the Bonds, the Governing Authority anticipates that it may pay a portion of the costs of the projects from the General Fund. The projects include those purposes set forth in the proposition herein. Upon the issuance of the Bonds, the issuer reasonably expects to reimburse any such expenditures of other available funds from a portion of the proceeds of the Bonds. Any such allocation of proceeds of the Bonds for reimbursement will be with respect to capital expenditures (as defined in Reg. 1.150-1(b)) and will be made upon the delivery of the Bonds and not later than one year after the later of (i) the date such expenditure was paid or (ii) the date on which the project was placed in service. This Section is intended to be a declaration of official intent within the meaning of Reg. 1.150-2.

SECTION 11. Additional Notice Requirement. This Governing Authority made the announcement with respect to this resolution required by La. R.S. 42:19.1, at its public meeting on Wednesday, December 10, 2014 and published said announcement in the Official Journal on Thursday, December 11, 2014.

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

Table with 5 columns: MEMBERS, YEAS, NAYS, ABSENT, ABSTAINING. Lists names of board members and their voting status.

/s/ Felecia Gomez-Walker Secretary; /s/ Arthur A. Aucoin President

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the Parish School Board of the Parish of St. Charles, State of Louisiana (the "Governing Authority"), acting as the governing authority of School District No. 1 of the Parish of St. Charles, State of Louisiana (the "District"), on January 14, 2015, NOTICE IS HEREBY GIVEN that a special election will be held within the District on SATURDAY, MAY 2, 2015, and that at the said election there will be submitted to all registered voters in the District qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following proposition, to-wit:

PROPOSITION (BOND)

Shall School District No. 1 of the Parish of St. Charles, State of Louisiana (the "District"), incur debt and issue bonds to the amount of not exceeding Forty-Two Million Dollars (\$42,000,000), to run not exceeding twenty (20) years from date thereof, with interest at a rate not exceeding eight percentum (8%) per annum, for the purpose of acquiring and/or improving lands for building sites and playgrounds, including construction of necessary sidewalks and streets adjacent thereto; purchasing, erecting and/or improving school buildings and other school related facilities within and for the District and acquiring the necessary equipment and furnishings therefor, title to which shall be in the public; which bonds will be general obligations of the District and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto, with an estimated increase in the millage rate to be levied in the first year of issue above the 5.86 mills currently being levied to pay General Obligation Bonds of the District?

The said special election will be held at the following polling places situated within the District, which polls will open at seven o'clock (7:00) a.m. and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, to-wit:

POLLING PLACES table with columns: Ward, Precinct, Location. Lists polling locations across various wards.

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The polling places set forth above are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.

Notice is further given that a portion of the monies collected from the tax described in the Proposition shall be remitted to certain state and statewide retirement systems in the manner required by law.

The said special election will be held in accordance with the applicable provisions of Chapter 5 and Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, will make due returns thereof to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the St. Charles Parish Public School Board, 13855 River Road, Luling, Louisiana, on WEDNESDAY, MAY 20, 2015, at SIX-THIRTY O'CLOCK (6:30) P.M., and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election. All registered voters of the District are entitled to vote at said special election and voting machines will be used.

THUS DONE AND SIGNED at Luling, Louisiana, on this, the 14th day of January, 2015.

ATTEST: /s/ Arthur A. Aucoin President

/s/ Felecia Gomez-Walker Secretary

Publish January 22, 2015

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, until 9:00 a. m., February 9, 2015, on JANITORIAL SUPPLIES.

Additional information and specifications will be furnished free of charge to prospective bidders upon request by contacting Darrin J. Duhe at the St. Charles Parish School Board Office Purchasing Department, 165 School Board Lane, Luling, Louisiana 70070, (985) 785-7212. Information regarding online bidding and bidding documents are also available at www.stcharles.k12.la.us, under "Quick Links," select "Online Bids, RFP's, etc."

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 JANITORIAL SUPPLIES, February 9, 2015"

All bids shall be accompanied by a bid bond, performance bond, certified check, cashier's check or money order in an amount equal to five percent (5%) of the total amount of the bid.

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

The St. Charles Parish School Board reserves the right to reject any and all bids, adjust quantities by increasing or decreasing 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 two (2) times as follows:

1st Printing January 22, 2015; 2nd Printing January 29, 2015

PUBLIC NOTICE

NOTICE OF PUBLICATION OFFICE MINERAL RESOURCES ON BEHALF OF THE STATE MINERAL AND ENERGY BOARD FOR THE STATE OF LOUISIANA
BATON ROUGE, LOUISIANA 70821

By virtue of and in conformity with the provisions of Sub-part A of Chapter 2, Title 30 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, sealed bids will be received in the Office of Mineral Resources, LaSalle Office Building, Baton Rouge, Louisiana (P. O. Box 2827, Baton Rouge, LA 70821) on or before 12:00 noon on **Tuesday, February 10, 2015** for a lease to explore, drill for and produce oil, gas and any other liquid or gaseous minerals in solution and produced with oil or gas on the following described tracts (Tract Nos. **44215 through 44257, inclusive**), to be opened publicly **Wednesday, February 11, 2015** in the LaSalle Office Building, 617 N. 3rd Street, Capitol Complex, Baton Rouge, Louisiana.

All bids shall offer a "Cash Payment" bonus, as set forth on the authorized bid form, for a lease having a primary term in conformity with whether said lease is an **inland** or **offshore** lease and the said bonus shall maintain the lease in full force and effect for the first year. If the bid offers an **ANNUAL DELAY RENTAL**, which is mandatory for leases with terms of more than one (1) year, it shall not be for less than **one-half (1/2)** of the Cash Payment bonus bid and any bids containing an annual delay rental of less than one-half (1/2) of the Cash Payment bonus will be increased to the one-half (1/2) amount. Any lease granted shall be without warranty or any recourse whatsoever, either express or implied, against Lessor with regard to questions of title, not even for the return by Lessor of any payments received under the lease or being otherwise responsible therefore to Lessee. Under LSA- R. S. 30:127, the **Minimum Royalty bid** cannot be less than **one-eighth (1/8)** of all oil, gas or other liquid or gaseous minerals in solution and produced with oil or gas and saved or utilized. **Rights to geothermal resources, free sulphur, potash, lignite, salt and other solid minerals are to be excluded from any oil or gas mineral lease and any bid purporting to include those rights will be disregarded as to the extent of those rights only.** All bidders are notified that the Mineral Board does not obligate itself to accept any bid, and that acceptance is at the sole discretion of the Mineral Board which reserves the right to reject any and all bids or to grant a lease on any portion of the tract advertised and to withdraw the remainder of the tract.

Act 8 of the 2000 Second Extraordinary Legislative Session established two additional fees to be collected from mineral lessees (excluding state agency lands) on all mineral leases awarded. **An additional fee of \$15 per acre will be collected and deposited into the Louisiana Wildlife and Fisheries Conservation Fund. An additional fee of \$5 per acre will be collected and deposited into the Oil and Gas Regulatory Fund.** A separate check in the amount of \$20 per acre made payable to the Office of Mineral Resources shall accompany the original bid (inside the sealed bid envelope). Bidders may use a regular check for payment of the fees. The successful bidder will not receive the lease executed by the State Mineral and Energy Board until the fees are received. If the bidder is unsuccessful, both the fee check and the Cash Payment bonus check will be returned to the unsuccessful bidder.

All leases awarded shall be executed upon terms and conditions provided in the current State lease form with all applicable riders appended thereto a copy of which is available for review in the Office of Mineral Resources, Petroleum Lands Division, Leasing Section.

Certified check, cashier's check or bank money order payable to the **OFFICE OF MINERAL RESOURCES** for the full amount of the aforesaid Cash Payment bonus shall be submitted with and accompany each bid, and no bid, once submitted, may be thereafter withdrawn or canceled. Once the bid is opened and accepted by the Mineral Board, the accompanying checks or money order shall be negotiated by the Office of Mineral Resources and the proceeds disbursed in the manner required by law.

SPECIAL NOTE: Act 449 of the 2005 Regular Session of the Louisiana Legislature requires that a prospective lease holder for a State mineral lease be registered with the Office of Mineral Resources. Registration with the Office of Mineral Resources consists of filling out the Prospective Leaseholder form and supplying this office with a certificate from the Secretary of State for the State of Louisiana attesting that the prospective leaseholder is in good standing as authorized to do business in the State of Louisiana. **UNDERSTAND** that being registered for nomination or any other purpose **DOES NOT CONSTITUTE REGISTRATION PROSPECTIVE LEASEHOLDER.** Act 449 specifically states that, "Only those bidders who are registered prospective leaseholders with the office of mineral resources shall be allowed to bid on tracts for the purpose of obtaining a mineral lease from the state of Louisiana." If an entity plans to submit a bid on a tract at any State mineral lease sale, that bid **WILL NOT** be accepted unless the bidder is properly registered with the Office of Mineral Resources prior to the lease sale at which its bid was submitted. **THERE WILL BE NO EXCEPTIONS TO THIS REQUIREMENT!!!**

Under rules promulgated by the Department of Natural Resources in accordance with authority granted by Act 106 of the First Extraordinary Session of the Louisiana Legislature of 2002, a **fee equal to ten percent (10%) of the Cash Payment bonus bid is required to be submitted by separate check, accompanying the original bid (inside the sealed bid envelope). Bidders may use a regular check for the 10% fee. The successful bidder will not receive the lease executed by the State Mineral and Energy Board until the fee is received.** If the bidder is unsuccessful, both the fee check and the Cash Payment bonus check will be returned to the unsuccessful bidder.

The successful bidder to whom the lease is awarded who receives the written lease executed by the State Mineral and Energy Board shall return the written lease, duly executed by Lessee (all named Lessees on the lease instrument), within **TWENTY (20) DAYS** of receipt of same; failure to do so may result in forfeiture of the lease, including the administrative fee.

Bids may be for the whole or any particularly described portion of the land advertised, but consistent with Mineral and Energy Board policy. All bidders are hereby notified that bids on portions of tracts shall be described by metes and bounds and be accompanied by a plat (pdf) and should identify the Point of Beginning with X and Y coordinates (if applicable), the Section, Township and Range, the Block No. (if offshore), the Parish, any adjacent existing State Mineral Leases. It shall also show the Topographic features (Land and Water) of the area in detail similar to the Official Plat contained herein. Failure to follow these guidelines in submitting a portion bid may result in outright rejection of the portion bid by the State Mineral and Energy Board at its sole discretion.

Notice is given that the State Mineral and Energy Board will include provisions in the lease to insure applicable payments attributable to the lease property without regard to adverse title claims, disputes, litigation or title failure and the language of those provisions is available to any interested party at the Office of Mineral Resources. Prospective bidders should carefully examine the same prior to submitting any bid.

Some tracts available for leasing may be situated in the Louisiana Coastal Zone as defined in Act 361 of the Regular Session of the Louisiana Legislature of 1978 (promulgated as LSA-R. S. 49:213) and may be subject to the guidelines and regulations promulgated by the Coastal Management Section of the Department of Natural Resources for operations in the Coastal Zone.

NOTE: All bids shall specify the Cash Payment bonus for leases as a price per acre amount and an aggregate total amount, whereby a bid for the entire tract shall be controlled by the bid price per acre multiplied by the specified amount of state owned/claimed acreage advertised for the tract, and a bid for a portion of the tract shall be controlled by the bid price per acre multiplied by the

actual amount of state owned/claimed acreage within the polygon boundaries of the portion bid. For portion bids, payments, the price bid per acre for the Cash Bonus, reduced if appropriate to the rental price per acre - but not less than one-half of the price per acre bid for the Cash Bonus- multiplied by the state owned/claimed acreage of the polygon bid (specified acreage if entire tract bid); actual acreage in portion bid polygon shall determine the amount of the rental payment throughout the primary term, regardless of any releases. For purposes of deferred development payments, one-half of the price per acre bid for the Cash Bonus multiplied by the state owned/claimed acreage within the remaining lease polygon, if any release has occurred, but outside of a unit polygon with which unit activity is ongoing, shall determine the amount of the deferred development payment.

NOTE: Multiple portion bids on the same tract may be accepted by the State Mineral and Energy Board, even though they overlap. In the case of overlapping portion bids on the same tract, each of which is otherwise acceptable to the State, the State Mineral and Energy Board will indicate which one of the multiple bids on the same tract is most advantageous, considering the royalty, per acre cash payment, bonus, any additional consideration and what, in the sole discretion of the Mineral Board, is in the best interest of the State, and that bid (referred to as "Bid A") will be given priority. The Energy Board will also indicate the acceptability of other portion bids on the same tract, if any, in the order of their acceptance (referred to respectively as "Bid B", "Bid C", etc.). Once the plat of "Bid A" 's portion has been rendered as accurately as possible, "Bid B" will be contacted and given an option to take a lease on the remaining portion of his portion bid acreage not overlapping "Bid A". "Bid C" and "Bid B" 's per acre bid price (both as to bonus and rental); and thereafter, each successive bidder whose bid is otherwise acceptable will be given the option to take a lease on whatever portion remains of his portion bid acreage at his respective per acre bid price, less and except any prior portion bid acreage on which the successful bidder has opted to take a lease.

NOTE: If you require accommodations due to a disability in order to attend or participate in a meeting, please notify the Office of Mineral Resources at P.O. Box 2827, Baton Rouge, LA 70821-2827 or 225-342-4606 at least two (2) working days before the meeting date.

NOTE: DEEPWELL INCENTIVE: It is important for the continued prosperity and welfare of the people of the state of Louisiana, that the state promote the continued growth and development of the mineral resources of the state of Louisiana. It is the intention of this notice to inform the bidders of the economic incentives allowed by state law in order to enhance mineral production to the ultimate benefit of the state. In accordance with the provisions of LA R.S. 47:633(9)(d)(v), Louisiana law allows the suspension of severance tax on the production of natural gas, gas condensate, and oil from any well drilled to a true vertical depth of more than fifteen thousand (15,000) feet, where the production commenced after July 31, 1994. The severance tax exemption shall start from the date of production for twenty-four months or until payment of the well cost, whichever comes first. In addition to this Severance Tax Provision, please refer to other applicable statutes, such as LA R.S. 47:633, 47:633.4 and 30:127.1 for other incentives allowed by Louisiana law.

INLAND TRACTS (Tract Nos. 44215 through 44241 inclusive) hereinafter the tracts which lie landward of the Louisiana shoreline as defined by the report of the Special Master in the litigation in the Supreme Court of the United States styled United States v. State of Louisiana, et al, No. 9 Original and set out in the June 1975, Decree of the said Supreme Court. All bids on inland tracts cannot specify a lease primary term exceeding three (3) years. Bids that specify a primary term exceeding three (3) years for an inland tract may be rejected outright or the primary term changed to three (3) years at the sole discretion of the State Mineral and Energy Board.

TRACT 44218 - St. Charles Parish, Louisiana

All of the lands now or formerly constituting the beds and bottoms of all water bodies of every nature and description as to which title is vested in the State of Louisiana, together with all islands arising therein and other lands formed by accretion or by reliction, where allowed by law, excepting tax adjudicated lands, and not presently under mineral lease on February 11, 2015, situated in St. Charles Parish, Louisiana, and more particularly described as follows: Beginning at a point having Coordinates of X = 2,351,414.00 and Y = 387,056.00; thence South 11,232.00 feet to a point having Coordinates of X = 2,351,414.00 and Y = 375,824.00; thence West 11,479.00 feet to a point on the boundary of State Lease No. 19232, as amended having Coordinates of X = 2,339,935.00 and Y = 375,824.00; thence along the boundary of said State Lease No. 19232 the following courses: North 1,186.33 feet to a point having Coordinates of X = 2,339,935.00 and Y = 377,010.33, East 1,858.53 feet to a point having Coordinates of X = 2,341,793.53 and Y = 377,010.33 and North 1,076.20 feet to the Easternmost Southeast corner of State Lease No. 19205 having Coordinates of X = 2,341,793.53 and Y = 378,096.53; thence North 05 degrees 25 minutes 05 seconds East 1,851.70 feet along the boundary of said State Lease No. 19205 to its Easternmost Northeast corner and a Southeast corner of said State Lease No. 19232 having Coordinates of X = 2,341,968.37 and Y = 379,929.96; thence along the boundary of said State Lease No. 19232 the following courses: North 05 degrees 25 minutes 05 seconds East 665.01 feet to a point having Coordinates of X = 2,342,031.16 and Y = 380,592.00, East 3,478.84 feet to a point having Coordinates of X = 2,345,510.00 and Y = 380,592.00 and North 330.61 feet to the Southeast corner of State Lease No. 19204 having Coordinates of X = 2,345,510.00 and Y = 380,922.61; thence North 1,023.13 feet along the boundary of said State Lease No. 19204 to its Northeast corner and the Southeast corner of State Lease No. 19203 having Coordinates of X = 2,345,510.00 and Y = 381,945.74; thence along the boundary of said State Lease No. 19203 the following courses: North 1,807.05 feet to a point having Coordinates of X = 2,345,510.00 and Y = 383,752.79 and North 45 degrees 13 minutes 17 seconds West 851.17 feet to its Northernmost corner and a Northeast corner of said State Lease No. 19232 having Coordinates of X = 2,344,905.81 and Y = 384,352.33; thence South 87 degrees 35 minutes 51 seconds West 3,551.67 feet and South 87 degrees 35 minutes 52 seconds West 477.86 feet along the boundary of said State Lease No. 19232 to its Northernmost Northwest corner having Coordinates of X = 2,340,879.82 and Y = 384,183.42; thence North 2,872.58 feet to a point having Coordinates of X = 2,340,879.82 and Y = 387,056.00; thence East 10,534.18 feet to the point of beginning, containing approximately **2,272.28 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. All bearings, distances and coordinates are based on Louisiana Coordinate System of 1927, (North or South Zone), where applicable.

NOTE: The above description of the Tract nominated for the purpose of acquiring a mineral lease or a geophysical agreement has been provided and corrected, where required, exclusively by the nominating party. Any mineral lease or geophysical agreement selected from this Tract and awarded by the Louisiana State Mineral and Energy Board shall be without warranty of any kind, either express, implied or statutory including, but not limited to, title or the implied warranties of merchantability and fitness for a particular purpose.

An error or omission in the nominating party's Tract description may require that a State mineral lease or geophysical agreement be modified, canceled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other future obligations or conditions within the Tract described. In such case, however, the Louisiana State Mineral and Energy Board shall not be obligated to refund any consideration paid by the Lessee prior to such modification, cancellation or abrogation including, but not limited to, bonuses, rentals and royalties.

NOTE: The State of Louisiana does hereby reserve, and this lease shall be subject to, the imprescriptible right of surface use in the nature of a servitude in favor of the Department of Natural Resources, including its Offices and Commissions, for the sole purpose of implementing, constructing, servicing and maintaining approved coastal zone management and/or restoration projects. Utilization of any and all rights derived under this lease by the mineral

lessee, its agents, successors or assigns, shall not interfere with nor hinder the reasonable surface use by the Department of Natural Resources, its Offices or Commissions, as herein above reserved.

TRACT 44219 - Lafourche and St. Charles Parishes, Louisiana

All of the lands now or formerly constituting the beds and bottoms of all water bodies of every nature and description as to which title is vested in the State of Louisiana, together with all islands arising therein and other lands formed by accretion or by reliction, where allowed by law, excepting tax adjudicated lands, and not presently under mineral lease on February 11, 2015, situated in Lafourche and St. Charles Parishes, Louisiana, and more particularly described as follows: Beginning at a point having Coordinates of X = 2,346,400.00 and Y = 375,824.00; thence South 9,273.00 feet to a point having Coordinates of X = 2,346,400.00 and Y = 366,551.00; thence West 12,000.00 feet to a point having Coordinates of X = 2,334,400.00 and Y = 366,551.00; thence North 7,554.00 feet to a point on the boundary of State Lease No. 19201 having Coordinates of X = 2,334,400.00 and Y = 374,105.00; thence along the boundary of said State Lease No. 19201 the following courses: South 40 degrees 57 minutes 13 seconds East 4,108.63 feet to a point having Coordinates of X = 2,337,093.00 and Y = 371,002.00, North 73 degrees 38 minutes 34 seconds East 898.36 feet to a point having Coordinates of X = 2,337,955.00 and Y = 371,255.00 and North 20 degrees 42 minutes 15 seconds West 4,884.45 feet to the Southwest corner of State Lease No. 20851 having Coordinates of X = 2,336,228.13 and Y = 375,824.00; thence East 1,906.87 feet along the boundary of said State Lease No. 20851 to its Southeast corner and a point on the boundary of State Lease No. 19232, as amended having Coordinates of X = 2,338,135.00 and Y = 375,824.00; thence along the boundary of said State Lease No. 19232 the following courses: South 1,233.67 feet to a point having Coordinates of X = 2,338,135.00 and Y = 374,590.33, East 1,800.00 feet to a point having Coordinates of X = 2,339,935.00 and Y = 374,590.33 and North 1,233.67 feet to a point having Coordinates of X = 2,339,935.00 and Y = 375,824.00; thence East 6,465.00 feet to the point of beginning, containing approximately **2,299.02 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. All bearings, distances and coordinates are based on Louisiana Coordinate System of 1927, (North or South Zone), where applicable.

NOTE: The above description of the Tract nominated for the purpose of acquiring a mineral lease or a geophysical agreement has been provided and corrected, where required, exclusively by the nominating party. Any mineral lease or geophysical agreement selected from this Tract and awarded by the Louisiana State Mineral and Energy Board shall be without warranty of any kind, either express, implied or statutory including, but not limited to, title or the implied warranties of merchantability and fitness for a particular purpose.

An error or omission in the nominating party's Tract description may require that a State mineral lease or geophysical agreement be modified, canceled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other future obligations or conditions within the Tract described. In such case, however, the Louisiana State Mineral and Energy Board shall not be obligated to refund any consideration paid by the Lessee prior to such modification, cancellation or abrogation including, but not limited to, bonuses, rentals and royalties.

NOTE: The State of Louisiana does hereby reserve, and this lease shall be subject to, the imprescriptible right of surface use in the nature of a servitude in favor of the Department of Natural Resources, including its Offices and Commissions, for the sole purpose of implementing, constructing, servicing and maintaining approved coastal zone management and/or restoration projects. Utilization of any and all rights derived under this lease by the mineral lessee, its agents, successors or assigns, shall not interfere with nor hinder the reasonable surface use by the Department of Natural Resources, its Offices or Commissions, as herein above reserved.

Publish January 22, 2015

visit us at www.HeraldGuide.com

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES ADOPTED AT THE MEETING OF DECEMBER 1, 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
 15045 Highway 18
 P.O. Box 352
 Hahnville, LA 70057
 985-783-5000
 www.stcharlesparish.gov

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

Monday, December 1, 2014 6:00 PM Council Chambers, Courthouse

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

Also Present
 Parish President V.J. St. Pierre, Jr., Chief Operations Officer Bobby Donaldson, Chief Administrative Officer Buddy Boe, Legal Director Leon C. Vial, III, Assistant Parish Attorney David Meyer, Public Works/Wastewater Director Sam Scholle, Planning & Zoning Director Michael Albert, Finance Director Grant Dussan, Public Information Officer Renee Simpson, Emergency Preparedness Director Ronald J. Perry, General Government Buildings Facilities Manager Philip Dutrenee, R.S.V.P. Director Michele Higgins

CALL TO ORDER
 Meeting called to order at 6:01 p.m.

PRAYER / PLEDGE
 Pastor Gary McCall
 Bible Center Church, Luling

APPROVAL OF MINUTES
 A motion was made by Councilmember Wilson, seconded by Councilmember Lewis, to approve the minutes from the Special Meeting of October 28, 2014 and the Regular Meeting of November 3, 2014. The motion carried by the following vote:
 Yes: 7 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Fletcher and Fisher-Perrier
 Nay: 0
 Absent: 2 - Benedetto and Cochran

- SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)**
- 1 2014-0395
 In Recognition: Norman Singleton, Housing Authority Board of Commissioners
 Sponsors: Mr. St. Pierre Jr.
 Read
 - 2 2014-0396
 In Recognition: Sandra Bouvalat, 2015 Budget Cover Artist and 2013 Comprehensive Annual Financial Report Cover Artist
 Sponsors: Mr. St. Pierre Jr. and Department of Finance
 Read
 - 3 2014-0397
 In Recognition: New Life Community Church, 2014 Fall Trash Bash Photo Contest Winner
 Sponsors: Mr. St. Pierre Jr.
 Read
 - 4 2014-0398
 In Recognition: Lakewood Elementary 4-H Club, 2014 Fall Trash Bash Photo Contest Winners
 Sponsors: Mr. St. Pierre Jr.
 Read
 - 5 2014-0399
 Proclamation: Toy and Gift Fund Week
 Sponsors: Mr. St. Pierre Jr.
 Read
 - 6 2014-0400
 Proclamation: Christmas Celebration
 Sponsors: Mr. St. Pierre Jr.
 Read

- REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**
- 2014-0394
 Information Technology/GIS
 GIS Specialist Luis Martinez, reported on GIS and Information Technology Office.
 Reported
 Councilman Cochran arrived in the meeting.
 - 2014-0393
 Parish President Remarks/Report
 Sponsors: Mr. St. Pierre Jr.
 Chief Administrative Officer Buddy Boe introduced Mr. Benjamin Bell, Housing Authority Director.
 Housing Authority Director Benjamin Bell spoke.
 Council Discussion
 Parish President V.J. St. Pierre, Jr., spoke on the matter.
 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, DECEMBER 15, 2014, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:**
- 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
 Publish/Scheduled for Public Hearing to the Parish Council on December 15, 2014
 - 2014-0401
 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from OL to M-1 of the northern 5000 ft. of the lower 1/3 of the Mary Holard Holmes Tract (589 CC Road) Montz, as requested by Cembell Industries.
 Sponsors: Ms. Fletcher
 Publish/Scheduled for Public Hearing to the Parish Council on December 15, 2014
 - 2014-0402
 An ordinance to approve and authorize the execution of a Construction Contract with Circle Construction, LLC for Parish Project No. P081102-5, Dunleith Canal Bank Stabilization - Phase IV, in the amount of \$1,427,563.00 which includes the Base Bid, Alternate No. 1, Alternate No. 2, and Alternate No. 3.
 Sponsors: Mr. St. Pierre Jr. and Department of Public Works
 Publish/Scheduled for Public Hearing to the Parish Council on December 15, 2014
 - 2014-0388
 An ordinance to amend the 2014 Consolidated Operating and Capital Budget, Amendment No. 8, to add \$600,000 from the unrestricted fund balance of Fund 112 Roads and Drainage - Drainage (Account 112-420260) and apply this amount to Improvements Other Than Buildings - Canal Crossing Improvements - Primrose, Monsanto, Oak, and River Oaks for the completion of said project.
 Sponsors: Mr. St. Pierre Jr. and Department of Finance
 A motion was made by Councilmember Hogan, seconded by Councilmember Wilson, that File No. 2014-0388 be Postponed Indefinitely from Introduction. The motion carried by the following vote:
 Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier
 Nay: 0
 Absent: 1 - Benedetto
 Postponed indefinitely from Intro.

- 2014-0389
 An ordinance to approve and authorize the execution of a contract with Fleming Construction, for project P090201-3 Primrose Ellington Canal Road Crossing in the amount of \$1,989,453.40.
 Sponsors: Mr. St. Pierre Jr. and Department of Public Works
 Publish/Scheduled for Public Hearing to the Parish Council on December 15, 2014
- 2014-0403
 An ordinance to amend the 2014 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.
 Sponsors: Mr. St. Pierre Jr. and Department of Finance
 Publish/Scheduled for Public Hearing to the Parish Council on December 15, 2014



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2014-0404

An ordinance to amend the Code of Ordinances, Chapter 2, Administration, Article IV, Finance, Division 1. By adding Section 2-75 Restroom Health Benefits to provide for the annual appropriation of funds necessary to provide health insurance benefits to the retired employees and their dependents of St. Charles Parish until entitled to Medicare.

Sponsors: Mr. St. Pierre Jr., Ms. Schexnaydre, Mr. Lewis, Mr. Wilson, Mr. Woodruff, Ms. Benedetto, Mr. Hogan, Mr. Cochran, Ms. Fletcher and Mr. Fisher-Perrier

Published/Scheduled for Public Hearing to the Parish Council on December 15, 2014

2014-0405

An ordinance to approve and authorize the execution of an Act of Sale by Margaret Gaudet Conklin, et al. to St. Charles Parish for property located on a portion 15042 River Road Hahnville, Louisiana.

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

Published/Scheduled for Public Hearing to the Parish Council on December 15, 2014

PLANNING AND ZONING PETITIONS

7 2014-0382

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-1AM to R-2 at 516 St. Rose Ave, St. Rose, as requested by Ricky L. Cooper.

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

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

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

Enactment No: 14-12-1

8 2014-0385

An ordinance approving and authorizing a Home Occupation under the operation of Eric V. Rozycski - "EVRIC Auto Titles" - a notary service and public tag agent providing auto title services at 105 Ormond Boulevard, Destrehan.

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

Reported:
P & Z Department Recommended: Approval with the stipulation that customers shall not visit the residence for services.
Planning Commission Recommended: Approval with the stipulation that customers shall not visit the residence for services

Speakers:
Mr. Eric Rozycski, Destrehan

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

Enactment No: 14-12-2

9 2014-0386

An ordinance to amend the Zoning Ordinance of 1981, to change the land use zoning classification from O-L to C-2 on Lot 16A of Square 79 of New Sarpy Subdivision, as requested by Alvin Guillard.

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

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

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

Enactment No: 14-12-3

10 2014-0387

An ordinance to amend the Zoning Ordinance of 1981, to change the land use zoning classification from R-1A(M) and C-2 to C-3 on various lots comprising approximately four (4) acres on or near Paul Mallard Road between River Road and Luling Avenue as requested by Joey Bosco, Gregory Mollere, Robert Monti, and Paul Muller.

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

Reported:
P & Z Department Recommended: Denial. Because the request fails the three tests, the Department recommends denial.
Planning Commission Recommended: Approval

Speakers:
Mr. Alex H. Glaser, Phelps Dunbar, LLP, New Orleans
Mr. Gregory Mollere, Luling
Mr. Robert Monti, Luling
Mr. Joey Bosco, Luling

Public Hearing Requirements Satisfied

Council Discussion

Mr. Bosco spoke on the matter.
Mr. Monti spoke on the matter.
Planning & Zoning Director Michael Albert spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

Enactment No: 14-12-4

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

11 2014-0094

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, (i) 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

Reported:
Councilman Hogan Recommended: Approval
P & Z Department Recommended: No Recommendation
Planning Commission Recommended: Denial

Public Hearing Requirements Satisfied

Council Discussion

Planning & Zoning Director Michael Albert spoke on the matter.
Legal Services Director Lora C. Val, II, spoke on the matter.
Chief Administrative Officer Buddy Bae spoke on the matter.

Proposed ordinance failed for lack of a majority by the following vote:

Yes: 4 - Schexnaydre, Woodruff, Hogan and Cochran

Nay: 4 - Lewis, Wilson, Fletcher and Fisher-Perrier

Absent: 1 - Benedetto

Failed

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

Reported:
Councilman Hogan Recommended: Approval
P & Z Department Recommended: No Recommendation
Planning Commission Recommended: Denial

Public Hearing Requirements Satisfied

Council Discussion

Chief Administrative Officer Buddy Bae spoke on the matter.
Parish President V.J. St. Pierre, Jr., spoke on the matter.

A motion was made by Councilmember Hogan, seconded by Councilmember Schexnaydre, to Postpone indefinitely File No. 2014-0049. The motion carried by the following vote:

Yes: 7 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Fletcher and Fisher-Perrier

Nay: 1 - Cochran

Absent: 1 - Benedetto

Postponed Indefinitely

13 2014-0383

An ordinance to approve a subdivision of lots indicated on a plat by Riverlands Surveying Company, dated August 13, 2014, as Portion of Parcel A of Ridgeland Properties LLC, Mrs. Henrietta Hines, and Lot 21-A Magnolia Ridge Ranchettes Phase 2A into Lots 21-A-1, 21-A-2, and 21-A-3, located in Boutte, St. Charles Parish, LA.

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

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

Speakers:
Mr. Jim Hooper, Ridgeland Properties, LLC

Public Hearing Requirements Satisfied

Council Discussion

Planning & Zoning Director Michael Albert spoke on the matter.
Mr. Hooper spoke on the matter.
Parish President V.J. St. Pierre, Jr., spoke on the matter.
Public Works/Wastewater Director Sam Scholte spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

Enactment No: 14-12-5

15 2014-0384

An ordinance approving the Donation of Servitude by Patricia Woods White to St. Charles Parish as shown on the attached.

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

Reported:
Wastewater Department Recommended: Approval
Councilman Wilson Recommended: Approval

Chief Administrative Officer Buddy Bae spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yes: 7 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Fletcher and Fisher-Perrier

Nay: 0

Absent: 2 - Benedetto and Cochran

Enactment No: 14-12-6

20 2014-0355

An ordinance approving the Paul Mallard Road Revitalization Plan.

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

Reported:
Planning Commission Recommended: Approval
Commission adopted a resolution adopting the Paul Mallard Road Revitalization Plan

Planning & Zoning Director Michael Albert spoke on the matter:

Speakers:
Ms. Reanda Piers, Community Outreach Specialist, Luling

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

Enactment No: 14-12-7

2014-0390

An ordinance to approve and authorize the execution of an Act of Sale by Madere's Garage, Inc. to St. Charles Parish for property located at 15042 River Road Hahnville, Louisiana.

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

Public Hearing Requirements Not Satisfied

A motion was made by Councilmember Fletcher, seconded by Councilmember Hogan, to Table File No. 2014-0390. The motion carried by the following vote:

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

Tabled.

21 2014-0391

An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2015 through 2017 in accordance with the Parish Transportation Act.

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

Reported:
Finance Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

Enactment No: 14-12-8

23 2014-0392

An ordinance requesting authorization for St. Charles Parish to award a Right-of-Way Surveying Services Agreement to Riverlands Surveying Co., LLC for the Sunset Levee in St. Charles Parish from the Burlington Northern Santa Fe (BNSF) Railroad on the north to Louisiana Highway 306 (LA 306) on the south for use in acquiring Perpetual Levee Servitudes from underlying and adjoining landowners to facilitate construction of levee improvements.

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

Reported:
Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

Enactment No: 14-12-9

27 2013-0312

An ordinance to amend the Parish Code of Ordinances, Chapter 5-Boats, Docks, and Waterways; Article II-Airboats and all sections thereof.

Sponsors: Mr. Hogan

Reported:
Councilman Hogan Recommended: Approval

Speakers:
Mr. Wilbert Brennan, Kenner
Mr. Monte Hymel, Hahnville
Mr. Tim Boyle, Holden
Mr. Douglas Hymel, Ponchatoula
Mr. Gerald Madore, Luling
Captain Rodney Dufrene, Des Amundson
Mr. George Cortez, Thibodaux
Captain Gary Smeed, Hahnville
Captain Rodney Boudreaux, Belle Chasse
Mr. Wilbert Brennan, Kenner
Captain Rodney Boudreaux, Belle Chasse
Mr. Tim Boyle, Holden

Public Hearing Requirements Satisfied

Council Discussion

Captain Boudreaux spoke on the matter.
Captain Dufrene spoke on the matter.
Parish President V.J. St. Pierre, Jr., spoke on the matter.

Councilman Lewis called for the Question.

VOTE ON THE PROPOSED ORDINANCE

Yes: 5 - Schexnaydre, Wilson, Woodruff, Hogan and Fisher-Perrier

Nay: 3 - Lewis, Cochran and Fletcher

Absent: 1 - Benedetto

A motion was made by Councilmember Cochran, seconded by Councilmember Wilson, to reconsider the vote on File No. 2013-0312. The motion carried by the following vote:

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

RE-VOTE ON THE PROPOSED ORDINANCE

Proposed ordinance failed for lack of a majority by the following vote:

Yes: 4 - Schexnaydre, Wilson, Woodruff and Hogan

Nay: 4 - Lewis, Cochran, Fletcher and Fisher-Perrier

Absent: 1 - Benedetto

Failed

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

29 2014-0374

A resolution requesting that the Parish President have the plantings and root structures located in the parish right-of-way between 153 and 181 Wisner Street in Paradis removed.

Sponsors: Mr. Hogan

A motion was made by Councilmember Hogan, seconded by Councilmember Schexnaydre, to remove File No. 2014-0374 from the Table. The motion carried by the following vote:

Yes: 6 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan and Fisher-Perrier

Nay: 1 - Cochran

Absent: 2 - Benedetto and Fletcher

Reported:
Councilman Hogan Recommended: Approval

Council Discussion

Parish President V.J. St. Pierre, Jr., spoke on the matter.
Assistant Parish Attorney David Meyer spoke on the matter.

Proposed resolution failed for lack of a majority by the following vote:

Yes: 4 - Schexnaydre, Hogan, Cochran and Fisher-Perrier

Nay: 4 - Lewis, Wilson, Woodruff and Fletcher

Absent: 1 - Benedetto

Failed

APPOINTMENTS

2014-0378

Council Ex-Officio Appointment to the Housing Authority.

Nominee: Councilman Cochran nominated Councilwoman Fisher-Perrier

Nomination(s) Accepted

A motion was made by Councilmember Hogan, seconded by Councilmember Fletcher, to Close Nomination(s) for File No. 2014-0378. The motion carried by the following vote:

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

Nomination(s) Closed

Councilman Wilson requested Point of Privilege stating that the council needs to be sincere and give the Housing Authority their full support and that he does not have any problem filing it at the board meetings whenever Councilwoman Fisher-Perrier cannot make it.

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2014-0379

Adopt 2015 Parish Council Meeting Schedule

VOTE ON THE ADOPTION OF THE 2015 PARISH COUNCIL MEETING SCHEDULE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

2014-0380

Confirm Nomination - Presiding Officer for 2015; Chairman, St. Charles Parish Council

VOTE ON THE APPOINTMENT OF COUNCILMAN LARRY COCHRAN

Yes: 7 - Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 1 - Schexnaydre

Absent: 1 - Benedetto

2014-0381

Confirm Nomination - Presiding Officer for 2015; Vice-Chairman, St. Charles Parish Council

VOTE ON THE APPOINTMENT OF TRACI A. FLETCHER

Yes: 7 - Schexnaydre, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 1 - Lewis

Absent: 1 - Benedetto

ADJOURNMENT

A motion was made by Councilmember Woodruff, seconded by Councilmember Wilson, to adjourn the meeting at approximately 8:31 pm. The motion carried by the following vote:

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Tiffany K. Clark
Tiffany K. Clark
Council Secretary

Publish January 22, 2015

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, JANUARY 12, 2015, 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.

2014-0406
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING AND ZONING)
ORDINANCE NO. 15-1-1

An ordinance to approve a subdivision of lots indicated on a plat by Riverlands Surveying Company, dated September 25, 2014, for resubdivision of the east 1/2 of Lot 13 of Addition to Mosella Subdivision into Lots 13-A and 13-B, near Paradis as requested by Lloyd Frickey.

WHEREAS, at their December 4, 2014 meeting, the Planning Commission recommended approval of PZS-2014-41, a resubdivision of the east 1/2 of Lot 13 of Addition to Mosella Subdivision into Lots 13-A and 13-B, near Paradis as requested by Lloyd Frickey; and,

WHEREAS, the Planning & Zoning Commission approved a positive recommendation of the resubdivision of the east 1/2 of Lot 13 of Addition to Mosella Subdivision into Lots 13-A and 13-B, near Paradis as indicated on a plat by Riverlands Surveying Company, dated September 25, 2014, requested by Lloyd Frickey; and,

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) stipulates that consideration of a minor resubdivision by the Planning and Zoning Commission also requires approval by the Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the positive recommendation of the resubdivision of the east 1/2 of Lot 13 of Addition to Mosella Subdivision into Lots 13-A and 13-B, near Paradis as indicated on a plat by Riverlands Surveying Company, dated September 25, 2014, as requested by Lloyd Frickey is hereby approved.

SECTION II. The Parish President is hereby authorized to execute the attached surveys by Riverlands Surveying Company, dated September 25, 2014.

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

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

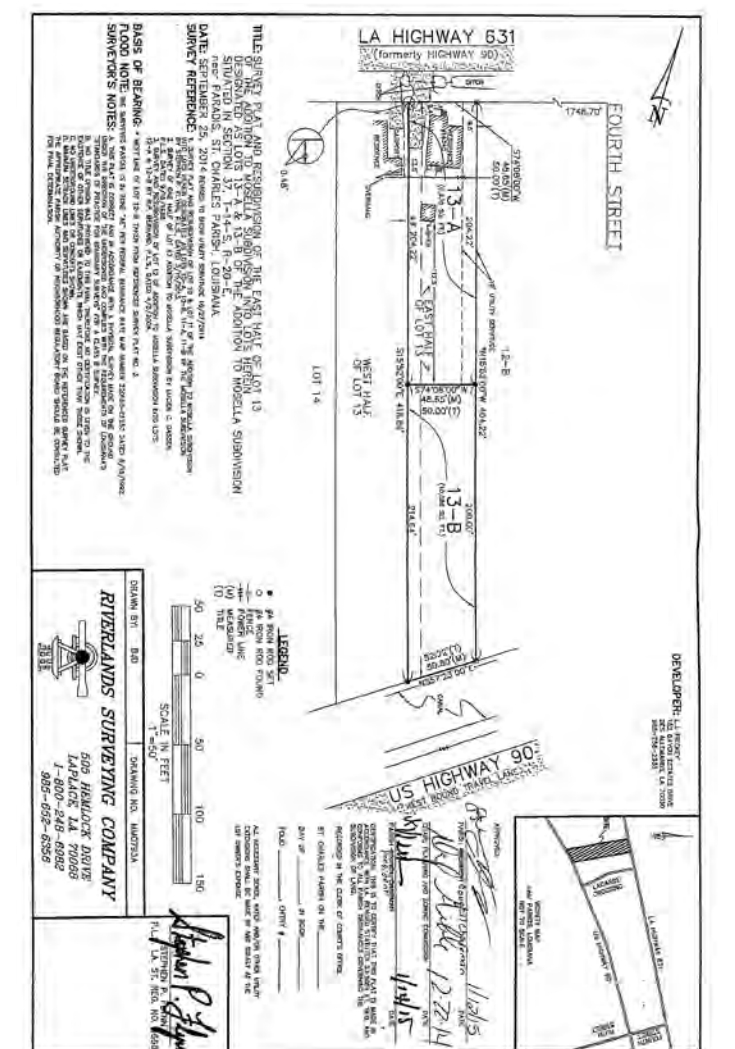
NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 12th day of January 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
SECRETARY: *[Signature]*
CLERK/PARISH PRESIDENT: *[Signature]*
APPROVED: *[Signature]* D. APPROVED: *[Signature]*

PARISH PRESIDENT: *[Signature]*
RET/SECRETARY: *[Signature]*
AT: 8:30 pm **RECD BY:** *[Signature]*



2014-0417

INTRODUCED BY: V.J. ST PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 15-1-2

An ordinance to approve and authorize the execution of an Engineering Services Contract with Environmental Engineering Services, Inc. for the design of Parish Project No. S141201, Ellington Force Main Relocation.

WHEREAS, St. Charles Parish has plans to construction the West Bank Hurricane Protection Levee, Ellington Section; and,

WHEREAS, A twelve inch (12") wastewater force main is located within the construction area of the levee and would be damaged beyond repair during levee construction; and,

WHEREAS, St. Charles Parish requires Parish Project No. S141201, Ellington Force Main Relocation be constructed before construction of the West Bank Hurricane Protection Levee, Ellington Section, can begin; and,

WHEREAS, This project requires professional services for the design and construction administration for the relocation of the force main; and,

WHEREAS, it is important that St. Charles Parish proceed with this project in order to protect the property and well-being of its citizens.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Contract with Environmental Engineering Services, Inc. for the design of Parish Project No. S141201, Ellington Force Main Relocation is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 12th day of January, 2015, 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]
RETRO-SIGNATURE: [Signature]
AT: 1:30 pm READ BY: [Signature]

**SINGLE PROJECT
CONTRACT FOR ENGINEERING SERVICES**

THIS AGREEMENT made and effective as of the 12th day of January, 2015, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Environmental Engineering Services, Inc., a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the S141201 Ellington Force Main Relocation project as described in Ordinance No. 15-1-2 which is attached hereto and made a part hereof,

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin Conceptual, Preliminary, and Design phases of the project will be given to the Engineer by the owner. The Owner may terminate the Contract by written notification and without cause per Section 7.0 during any phase of the project.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

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

2.1.2 In general, the Project consists of the Design and Construction Management of the following major elements:

Project is to relocate the existing force main to the north side of Blouin Canal to remove the line from the area of levee construction associated with the West Bank Hurricane Protection Levee, Ellington Section. The length of the location is approximately station 93+00 on the West Bank Hurricane Protection Levee, Ellington Section plans or approximately 1,100 feet west of the intersection of Balboa St and Primrose Dr., Route to the George Cousins Pump Station. Project also includes the potential increase in size of the force main to lower head losses in the force main.

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

2.1.4 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.

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

2.2 Conceptual Design Report Phase (N/A To be combined into Design Phase)

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

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

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

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

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

2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:

- Discussion of project background and need.
- Schematic layouts, sketches, or photographs.
- Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
- Any special material specifications including major equipment specifications.
- A preliminary cost estimate for each alternative.
- Engineer's conceptual opinion of probable costs for the selected alternative.
- Project Master Schedule.
- Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
- Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.

2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.

2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.

- Five(5) copies of the report for review.
- Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the Master project schedule in Microsoft Project format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.3 Design Memorandum Phase

2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.

2.3.2 The Design Memorandum will consist minimally of the following sections:

- Site Development - project site plan that includes anticipated construction area required and any known servitudes or property owners.
- Hydraulics - if necessary
- Treatment Processes - if necessary
- Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)
- Preliminary Drawings - 11x17 minimum size
- The following indexes: Drawings, Division 00 St. Charles Parish Bidding/Contract Documents showing revision number, Division 01 St. Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
- Engineer's preliminary opinion of probable costs.
- Updated Project Master Schedule.
- Summary of estimated quantities - initial bid schedule
- Instrumentation & Control Philosophy
- Power Requirements
- Additional data that will be needed, such as topographical, geotechnical, and project surveying.

2.3.3 The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.

2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.

2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Engineering.

- Five(5) copies of the report for review.
- Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
- Two(2) copies of the drawings (11x17 minimum).
- Once the drawing review is complete, submit one copy of the revised drawings plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.4 Design Phase

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

2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.

2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).

2.4.4 Meeting with the Owner and presenting the final design.

2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization.

- Three(3) copies of the contract/bid document for review.
- Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
- Two(2) copies of the drawings - D Size for review.
- Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages

2.5 Bidding Phase

2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.

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

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

2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.

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

2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 19 attached hereto and made a part hereof, for presentation and execution.

2.6 Construction Phase

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

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

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

2.6.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

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

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

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

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

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

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

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

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

2.6.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.

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

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

2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings"

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

2.6.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.

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

2.7 Close-out and Operational Phase. During this Phase, Engineer shall:

2.7.1 Provide start-up services for the new facility.

2.7.2 Prepare training materials and provide 8 hours of training for Owner's staff to operate and maintain the new facility. The program consists of classroom training and hands-on training using the installed equipment.

2.7.3 Assemble 2 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.

2.7.4 Assemble 2 complete sets of approved shop drawings in proper order for Owner's future reference.

2.7.5 Provide technical consultation and assistance in correcting warranty items.

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

2.7.7 Prepare a final set of stamped project drawings reflecting "as built" along with one(1) electronic file copy of these drawings in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "as built".

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

2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.

2.8 Resident Engineer and Inspection

2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.

2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.

2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2.8.4 Duties and Responsibilities of RPR.

2.8.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

2.8.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

2.8.4.3 Liaison:

- Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- Assist in obtaining from Owner additional details or information when required for proper execution of the Work.

2.8.4.4 Shop Drawings and Samples:

- Record date of receipt of Shop Drawings and samples.
- Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
- Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.

2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.

- Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
- Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
- Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

2.8.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.

2.8.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.

2.8.4.8 Records.

- Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
- Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
- Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- Keep pictorial record of progress of project.

2.8.4.9 Reports:

- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
- Report immediately to Engineer and Owner upon the occurrence of any accident.

2.8.4.10 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

2.8.4.11 Certificates, Maintenance and Operations Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

2.8.4.12 Completion.

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.

2.8.5 Limitation of Authority.

2.8.5.1 Resident Project Representative

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- Shall not authorize Owner to occupy the project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
 - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.5 If the Project, or any portion thereof, is not constructed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per section 7.0.

4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a not to exceed amount.

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

4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.

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

- A copy of the Owner's written authorization to perform the service.
- Timesheets for all hours invoiced.
- Invoice copies, logs or other substantiation of nonsalary expenses.

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

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

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

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.

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

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

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

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

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

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

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

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

5.1.2.7 Providing renderings or models for Owner's use.

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

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

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

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

Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

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

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

5.1.2.7 Providing renderings or models for Owner's use.

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

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

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

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

6.0 OWNERSHIP OF DOCUMENTS,

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

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

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

6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

7.0 TERMINATION.

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

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

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

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

7.5 Failure to meet delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

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

9.0 SUCCESSORS AND ASSIGNS

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

10.0 INSURANCE

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

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

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

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

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

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

11.0 GENERAL.

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

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

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

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

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

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

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

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

12.0 ACCESS TO SITE.

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

13.0 WARRANTY.

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

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

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

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

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

WITNESSES: ST. CHARLES PARISH

[Signature]
[Signature]
 V. J. St. Pierre, Jr.
 Parish President

WITNESSES ENVIRONMENTAL ENGINEERING SERVICES, INC.

[Signature]
[Signature]
 Oscar Boudreaux, PE
 Owner and Principal

EXHIBIT A

The following contract documents and specifications are to be assembled, bound using plastic comb binders, and delivered to St. Charles Parish Public Works Office. The contract document is basically the bid document with forms completed according to the instructions below, and all project specifications that were included in the bid document.

Five(5) contract documents with the following(in sequence):

- Cover sheet prepared by engineer with stamp.
- Copy of the Table of Contents from bid book.
- Copy of the actual Advertisement for Bid showing all dates (section 00010).
- Copy of Instructions to Bidders (section 00100) and Information Available to Bidders (section 00200) from bid book.
- Copy of the completed Bid Form from selected/winning bid (section 00300) and a copy of all addendums.
- Copy of the bid opening and tabulation forms.
- Copy of the signed Bid Bond from selected/winning bid (section 00410) and its corresponding power of attorney.
- Copy of the completed Questionnaire from selected/winning bid (section 00430).
- Copy of the Schedule of Suppliers from selected/winning bid (section 00450).
- Original Non-Collusive and Non-Solicitation Affidavit signed, dated, and notarized (section 00480). All books must have an originally signed document.
- Original and current Corporate Resolution authorizing execution of contract signed and dated (section 00485). All books must have an originally signed document. The resolution on corporate stationery is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs agreement. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-1 is to be left blank and will be dated when the Parish President signs the agreement form. An original power of attorney must accompany each bond document. All books must have originally signed documents.
- Original certificate of insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

"Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder.

- Copy of the following documents from the bid document: Certificate of Owner's Attorney (section 00670); General Conditions, Supplementary Conditions, and Second Supplementary Conditions (sections 00700, 00800, 00801); and forms Change Order, Certificate of Substantial Completion, Notice of Award, and Notice to Proceed (sections 00806, 00808, 00810, 00812).
- Copy of all Division 01 through Division 16 specifications that were included in the bid document.

One(1) contract document with the following:

- Cover sheet prepared by engineer with stamp and marked **Court File Copy**.
- All the above documents except for General Conditions (section 00700), Supplementary Conditions (section 00800), and Second Supplementary Conditions (section 00801). Originals specified above are also required in this book.

EXHIBIT B

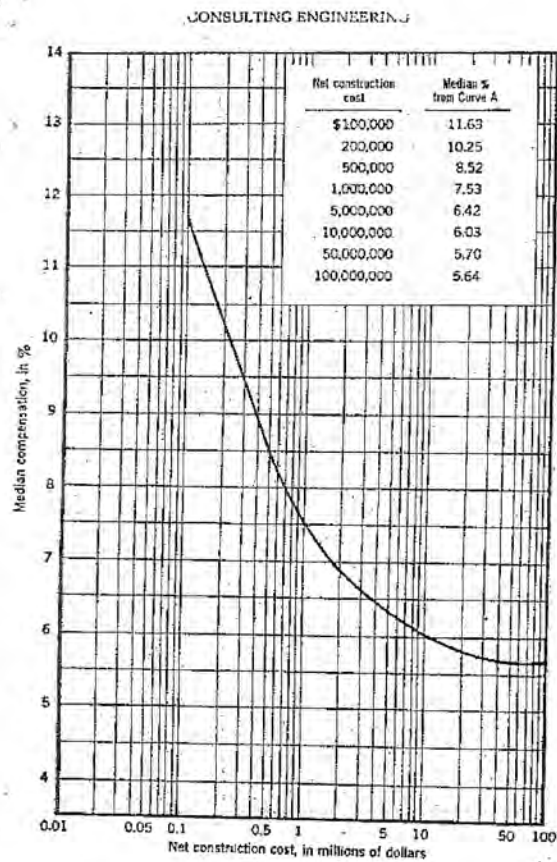


FIG. 1.—CURVE A. MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1989)

EXHIBIT C

2014 FEE SCHEDULE BASIC BILLING RATE SCHEDULE

I. PERSONNEL	PER HOUR
Principal Engineer	150.00
Designer	110.00
Drafting	85.00
Computer Operator	52.00
Inspector	68.00
Secretary	55.00

II. PROFESSIONAL ASSOCIATES	PER HOUR
A. Engineer (Architectural, Electrical, Geotechnical, Mechanical, Structural, Civil)	
B. Surveyor	
C. Aerial Photographer	

Actual charges x 1.15

III. SURVEYING SERVICES	PER HOUR
A. Professional Licensed Surveyor	98.00
B. Survey Crew	115.00
C. CAD Technician	75.00

IV. DIRECT SURVEY COSTS	PER HOUR
A. RTK GPS/Cross Sections	\$800/day
B. Survey Material	Actual cost

V. REIMBURSABLE EXPENSES	PER HOUR
A. Mileage	\$ 0.55/mile
B. Lodging	Actual cost
C. Food	Actual cost
D. Miscellaneous	Actual cost

*Economy or equivalent accommodations used for all air, rail, or bus transportation unless available and more costly arrangements are approved in advance by Client. Reasonable efforts made to minimize meal and lodging expenses.

VI. OTHER PROFESSIONAL SERVICES	PER HOUR
Legal Representation / Expert Witness fee	250.00 / hour

All other professional services shall be negotiated on a need basis.

VII. OTHER

All fees listed herein are subject to change annually based on Federal inflation guidelines:

2014-0418 INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT (GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. 15-1-3 An ordinance to approve and authorize the execution of a Contract with Boasso Construction of Meraux, LA for the St. Charles Parish Animal Shelter Emergency Stand-by Generator, Project # FEMA-1603-DR-LA-0079, in the amount of \$328,500.00.

WHEREAS, sealed bids were received by St. Charles Parish on November 6, 2014 for the St. Charles Parish Animal Shelter Emergency Stand-by Generator project at 921 Rue La Cannes Drive in Luling; and,

WHEREAS, Huseman & Associates, the Engineer for the project, has reviewed the bids and recommended that the project be awarded to the low bidder, Boasso Construction of Meraux, LA in the amount of \$328,500.00; and,

WHEREAS, the installation of a stand-by generator at the St. Charles Parish Animal Shelter will provide enhanced security for the employees working and animals housed in the shelter during emergencies and will allow for the resumption of vital animal control services immediately following an emergency; and,

WHEREAS, said project is being funded by assistance provided by the Federal Emergency Administration (FEMA).

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the bid of Boasso Construction of Meraux, LA for the St. Charles Parish Animal Shelter Emergency Stand-by Generator project, Project # FEMA-1603-DR-LA-0079, be hereby approved and accepted in the amount of \$328,500.00.

SECTION II. That the Parish President is hereby authorized to execute said Contract 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, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: NONE

And the ordinance was declared adopted this 12th day of January, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVD/PARISH PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED: [Signature] PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 1:30 pm RECD BY: [Signature]

SECTION 00600

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this ___ day of _____, 20___, by Boasso Construction, hereinafter called the "Contractor", whose business address is 4600 E. St. Bernard Hwy., Meraux, LA 70075, and St. Charles Parish, herein represented by the Parish President executing this Contract, hereinafter called the "Owner".

Witness that the Contractor and the Owner, in consideration of premises and the mutual covenants, consideration and agreement herein contained, agree as follows:

The Contractor shall furnish all labor and materials and perform all of the Work required to build, construct and complete in a thorough and workmanlike manner:

St. Charles Parish Animal Shelter Emergency Stand-by Generator Project # FEMA-1603-DR-LA-0079 Base Bid: \$325,000.00 Alternate#1: \$3,500.00

The abovementioned work shall be completed in strict accordance with Contract Documents prepared by:

Huseman & Associates 3925 N. I-10 Service Rd., Suite 201-B Metairie, LA 70002

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated September 11, 2014, Addenda number(s) 1-1, the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 150 consecutive calendar days from and after the said date.

By signing this Contract, the Contractor recognizes that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with the General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Hundred dollars (\$100.00) per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the Work on or before the date specified shall be deemed in default.

The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of Three Hundred, Twenty-eight Thousand, Five Hundred U.S. dollars, (\$328,500.00) which sum represents the Base and Alternate bid.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in Six (6) counterparts, each of which shall, without proof or accountability for the other counterparts, be deemed an original thereof.

WITNESSES: [Signatures] CONTRACTOR: Boasso Construction BY: Janet Boasso Managing Member Address for giving notices: 4600 E. ST. BERNARD HWY MERAUX, LA 70075

WITNESSES: [Signatures] OWNER: ST. CHARLES PARISH BY: V.J. ST. PIERRE, JR. PARISH PRESIDENT Address for giving notices: P.O. Box 302 15045 River Road Hahnville, LA 70057

2014-0419 INTRODUCED BY: CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION A ORDINANCE NO. 15-1-4

An ordinance to provide for the installation of an "ALL WAY STOP" sign at all intersections of Mary Street and Second Street in Norco, to be paired with the existing stop sign on Second Street in Norco.

WHEREAS, the St. Charles Parish Code of Ordinances, Chapter 15 Motor Vehicles and Traffic provides for the installation of traffic control signs; and, WHEREAS, it is the desire of the Parish Council to authorize the installation of an "ALL WAY STOP" sign at all intersections of Mary Street and Second Street in Norco, to be paired with the existing stop sign on Second Street in Norco.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That there is hereby established an "ALL WAY STOP" sign at all intersections of Mary Street and Second Street in Norco, to be paired with the existing stop sign on Second Street in Norco.

SECTION II. That the Department of Public Works is hereby authorized to erect and maintain said "ALL WAY STOP" signs. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

And the ordinance was declared adopted this 12th day of January, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVD/PARISH PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED: [Signature] PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 1:30 pm RECD BY: [Signature]

2014-0420 INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT (GENERAL GOVERNMENT BUILDINGS) TERRELL WILSON, COUNCILMAN, DISTRICT I ORDINANCE NO. 15-1-5

An ordinance to approve and authorize the execution of a Contract with Frickey Brothers Construction, Inc. of Paradis, LA for the St. Charles Parish Killona Community Center, Project # P140311, in the amount of \$415,209.48.

WHEREAS, sealed bids were received by St. Charles Parish on November 20, 2014 for the St. Charles Parish Killona Community Center in Killona; and, WHEREAS, Murray Architects, the Architect for the project, has reviewed the bids and recommended that the project be awarded to the low bidder, Frickey Brothers Construction, Inc. of Paradis, LA in the amount of \$415,209.48.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the bid of Frickey Brothers Construction, Inc. of Paradis, LA for the St. Charles Parish Killona Community Center, Project # P140311, be hereby approved and accepted in the amount of \$415,209.48.

SECTION II. That the Parish President is hereby authorized to execute said Contract 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, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: NONE

And the ordinance was declared adopted this 12th day of January, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVD/PARISH PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED: [Signature] PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 1:30 pm RECD BY: [Signature]

SECTION 00600

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this ___ day of _____, 20___, by Frickey Brothers Construction Inc., hereinafter called the "Contractor", whose business address is 101 Louisiana St., Paradis, LA 70080, and St. Charles Parish, herein represented by the Parish President executing this Contract, hereinafter called the "Owner".

Witness that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

The Contractor shall furnish all labor and materials and perform all of the Work required to build, construct and complete in a thorough and workmanlike manner:

Killona Community Center Project # P140311 Base Bid: \$415,209.48

The abovementioned work shall be completed in strict accordance with Contract Documents prepared by:

Murray Architects 13760 River Rd. Destrehan, LA 70047

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated October 9, 2014, Addenda number(s) 1-3, the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 300 consecutive calendar days from and after the said date.

By signing this Contract, the Contractor recognizes that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with the General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner Three Hundred dollars (\$300.00) per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the Work on or before the date specified shall be deemed in default.

The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of Four Hundred & Fifteen Thousand, Two Hundred & Nine & 48/100 U.S. dollars, (\$415,209.48) which sum represents the Base Bid.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in Six (6) counterparts, each of which shall, without proof or accountability for the other counterparts, be deemed an original thereof.

WITNESSES: [Signatures] CONTRACTOR: Frickey Brothers Construction Inc. BY: Dana Frickey President Address for giving notices: FRICKEY BROTHERS CONSTRUCTION 101 LOUISIANA ST. PARADIS, LA 70080 504-759-7332

WITNESSES: [Signatures] OWNER: ST. CHARLES PARISH BY: V.J. ST. PIERRE, JR. PARISH PRESIDENT Address for giving notices: P.O. Box 302 15045 River Road Hahnville, LA 70057

2015-0011 INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF COMMUNITY SERVICES)

RESOLUTION NO. 6128 A resolution authorizing the St. Charles Parish President to sign annual applications for the Low Income Home Energy Assistance Program (LIHEAP) Contract with the Louisiana Housing Corporation (LHC).

WHEREAS, the Department of Community Services avails itself of every opportunity to provide for the needs of Parish citizens; and, WHEREAS, the Louisiana Housing Corporation (LHC), encourages local government participation in its ongoing activities through the Low Income Home Energy Assistance Program (LIHEAP); and, WHEREAS, local residents will benefit by having assistance available to help with their home energy costs.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby authorize the St. Charles Parish President to sign annual applications for the Low Income Home Energy Assistance Program (LIHEAP) Contract with the Louisiana Housing Corporation (LHC).

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

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

And the resolution was declared adopted this 12th day of January, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVD/PARISH PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED: [Signature] PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 1:30 pm RECD BY: [Signature]

2014-0408 INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV RESOLUTION NO. 6129

A resolution requesting that the Louisiana Attorney General provide an Opinion as to whether or not a proposed ordinance that was previously reviewed by the Planning Commission and postponed indefinitely by the Parish Council, must be reviewed by the Planning Commission again prior to the same exact proposed ordinance being reintroduced for a vote by the Council.

WHEREAS, St. Charles Parish Home Rule Charter, Article III., Section C. Administrative Departments, Offices and Agencies, 4. Planning and Zoning, c.i. After review by the Planning Commission, prepare and recommend ordinances designed to effectuate the plans, including, but without limitations, zoning (Appendix A) subdivision and other regulations necessary to insure the application of such regulations to all situations in the Parish. The recommended ordinances, or changes and amendments thereto shall be presented by the President to the Council in accordance with the provisions of general and special laws of the State applicable to St. Charles Parish; and,

WHEREAS, if a proposed ordinance is postponed indefinitely by the Parish Council, it is questioned as to whether the Planning Commission must review the proposed ordinance on which no vote was taken prior to it being reintroduced on the agenda and voted on by the Council.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request that the Louisiana Attorney General provide an Opinion as to whether or not a proposed ordinance that was previously reviewed by the Planning Commission and postponed indefinitely by the Parish Council, must be reviewed by the Planning Commission again prior to the same exact proposed ordinance being reintroduced for a vote by the Council.

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

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

And the resolution was declared adopted this 12th day of January, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVD/PARISH PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED: [Signature] PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 1:30 pm RECD BY: [Signature]

2014-0438 INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT ST. CHARLES PARISH COUNCIL RESOLUTION NO. 6130

A resolution adopting the St. Charles Parish Hazard Mitigation Plan.

WHEREAS, the St. Charles Parish Council has received grant funds from the Federal Emergency Management Agency, through the Governor's Office of Homeland Security and Emergency Preparedness, for the update of a hazard mitigation plan; and,

WHEREAS, our community has participated in the process to update a Disaster Mitigation Act compliant Hazard Mitigation Plan based on the FEMA guidance available; and,

WHEREAS, our community wishes to participate in the Hazard Mitigation Plan Update prepared by the St. Charles Parish government under the oversight of a Steering Committee comprised of Parish - wide representatives; and,

WHEREAS, St. Charles Parish and local representatives have participated in the mitigation planning process; and,

WHEREAS, appropriate opportunity for input by public and community officials has been provided through press releases, open meetings and availability of draft documents; and,

WHEREAS, the updated Plan has been recommended for adoption by the Steering Committee; and,

WHEREAS, adoption of the updated Plan is required prior to further consideration for FEMA funding under the following programs: Pre-Disaster Mitigation, Hazard Mitigation Grant Program, and Flood Mitigation Assistance Program.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL do hereby approve the St. Charles Parish Hazard Mitigation Plan.

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

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

And the resolution was declared adopted this 12th day of January, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVD/PARISH PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED: [Signature] PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 1:30 pm RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

TIFFANY K. CLARK COUNCIL SECRETARY Publish January 22, 2015

PUBLIC NOTICE

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON FEBRUARY 5, 2015 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR THE FOLLOWING CASES: TABLED CASE: PZSPU-2015-01 requested by Errol J. Falterman for a special permit use for outdoor storage ancillary to a roofing company proposed at 53 Barreca St., Norco, Zoning District C-2 proposed C-3. Council District 6. Public hearing has not been satisfied. PZR-2015-04 requested by DNA Real Estate, LLC for a change in zoning from CR-1 to O-L, R-1M & M-1 at Lot 20A of Pecan Grove, 12350 River Road, St. Rose, Council District 5. Public hearing has been satisfied. PUBLIC HEARING: PZHO-2015-02 requested by Anthony Ragusa for a home occupation - "Authentic Air, LLC" at 100 Cypress Lane, Destrehan, Zoning District R-1A. Council District 3. PZR-2015-06 requested by Trine Davis for a change in zoning classification from CR-1 to C-2 at Lots 18 & 19 of the Charles Natis Tract (1500 Paul Maillard Rd, Luling) Council District 2. PUBLISH 1/22, 1/29, 2/5

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 76833-D

Date: Friday, October 31, 2014
BENEFICIAL LOUISIANA, INC.
VS STEVEN M. MAXWELL,
ETAL
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, MAY 15, 2013, 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, JANUARY 28, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A certain piece or portion of ground, together with all the buildings and improvements thereon, and all 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 Block 'D' of the subdivision of the Townsite of Paradis, according to plan thereof made by M.S. Laclair, Civil Engineer, dated September 5, 1909. According to said plan of survey, Block 'D' is bounded by Fonda Street, Wisner Street, Early Street, and Hale Street, and the certain lots of ground are designated as Lots 5, 6 and one-half of the 17 foot alley which was revoked by Ordinance No. 80-12-6, dated September 15, 1980, and measures as follows:

100 feet front on Fonda Street, same width in the rear by a depth of 158.50 feet between equal and parallel lines, all as more fully shown on survey by Lucien C. Gassen, Land Surveyor, dated August 7, 1989, a copy of which is annexed hereto and made a part hereof; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED TWELVE THOUSAND SEVEN HUNDRED ELEVEN AND 64 / 100 (\$112,711.64) 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: December 25, 2014
January 22, 2015
ATTORNEY FOR PLAINTIFF:
George B Dean
1505 North 19th Street P.O. Box 2867
Monroe, LA 71207-2867
318-388-1440
SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 78796-E

Date: Tuesday, November 4, 2014
U.S. BANK NATIONAL ASSOCIATION S/B/M THE LEADER MORTGAGE COMPANY
VS
JEFFERY S. WILLIAMS A/K/A JEFFERY WILLIAMS
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 principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JANUARY 28, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A CERTAIN PIECE OR PORTION OF GROUND, together with all of the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in the TOWN OF LULING, in GASSEN SUBDIVISION, designated as LOT 16 in BLOCK NO. 2, all in accordance with the survey of E. M. Collier, Land Surveyor, dated August 14, 1953, and measures as follows, to-wit:

LOT NO. 16 of BLOCK 2 forms the corner of Gassen Street and the roadway along the Texas & Pacific R. R. right of way, and measures 55.4 feet front along said roadway by a depth and front alongside Gassen

Street 137.7 feet, by a depth on the opposite sideline alongside Lot No. 17 of 154.5 feet, by a width in the rear alongside Lot No. 16 of 52.75 feet.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FIFTY-EIGHT THOUSAND TWO HUNDRED TWENTY-THREE AND 62/100 (\$58,223.62) 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: December 25, 2014
January 22, 2015
ATTORNEY FOR PLAINTIFF:
Ray L. Wood
450 Laurel St., Ste 1500
Baton Rouge, LA 70821
225-376-5560
SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 78943-D

Date: Thursday, November, 2014
STANDARD MORTGAGE CORPORATION
VS
NICOLE JOSEPH BILLEAUD
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, OCTOBER 15, 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, JANUARY 28, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

ONE (1) CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that subdivision known as Riverwood Estates, 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 108, said subdivision, said lot having such measurements and dimensions and being subject to such servitudes and restrictions as are more particularly shown on said map.

Which has the address of 103 Riverwood Drive, St. Rose, LA 70087
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: THREE HUNDRED SIXTY-EIGHT THOUSAND NINETY-TWO AND 19/100 (\$368,092.19) 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.
PUBLISH ON: December 25, 2014
January 22, 2015
GREG CHAMPAGNE-SHERIFF &

EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
Louis G Arceneaux
601 Poydras St. Suite 1871
New Orleans, LA 70130
(504)522-8256
SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 78979-D

Date: Thursday, December 4, 2014
OCWEN LOAN SERVICING, LLC
VS
WILBERT CORMIER, 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, NOVEMBER 18, 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, FEBRUARY 25, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

ONE CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements

thereon, and all the rights, ways, means, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, located in Section 119, Township 13, South, Range 18 East being a resubdivision of Lot "Y" if a portion of the "WJ. Tinney Estates", which resubdivision was approved by Michael K. Henderson; Director of Planning and Zoning and approved by Chairman of Planning & Zoning on 9-7-06 and Albert D. Laque, Parish President on 9/28/06, all as more fully shown on survey by Roland P. Bernard, PLS. dated July 11, 2006 a copy of which is attached to the approval recorded in COB 677, folio 604 and incorporated herein by reference, and is more specifically described as Lot Y-2 as follows:

LOT Y-2 measures a distance of 53.92' feet front on Tinney Street, a depth of 153.52 feet along the border of Lot Y-1, a width of 54.35 feet in the rear, and a depth of 163.78' feet along the border of Lot Y-2 on the side closer to Alexander Street, all as more fully shown on the survey by Roland P. Bernard dated 7/11/06 attached to the resubdivision recordation in COB 677, folio 804 and incorporated herein by reference.

Being the same property acquired by Evelina Taylor wife of/and Wilbert Cormier from Dominie Julius Brown by act of Cash Sale dated October 26, 2007, passed before Brandt J. Dufrene, Jr., Notary Public, and recorded in the records of St. Charles Parish, LA.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-SEVEN AND 81 / 100 (\$125,857.81) 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: January 22, 2015
February 19, 2015
ATTORNEY FOR PLAINTIFF:
Mark C. Garrison
8550 United Plaza Blvd. Suite 200
Baton Rouge, LA 70809
225-924-1600
SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45)79100-D

Date: Thursday, December 4, 2014
NATIONSTAR MORTGAGE LLC
VS
LUIS ALBERTO MARTINEZ, JR., (A/K/A LUIS ALBERTO MARTINEZ), 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: WEDNESDAY, NOVEMBER 19, 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, FEBRUARY 25, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

One certain lot or portion of ground, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as Fashion Plantation Estates, Phase II, as shown on a survey by Lucien C. Gassen, PLS, dated September 21, 2002, entitled "Fashion Plantation Estates, Phase II, a resubdivision of a portion of Lots 11, 12 and 13 of Fashion Plantation in Sections 7, 8, 75 & 76, Township 13 South, Range 20 East, St. Charles Parish, Louisiana", which resubdivision was approved by the St. Charles Parish Council on October 21, 2002 by Ordinance No. 2002-0443, and recorded on October 23, 2002, in COB 609, folio 560, Entry No. 271858 of the official records of St. Charles Parish and according to the aforementioned survey, that property is more particularly described as follows:

Lot 245 measures 80.00 feet front on General Lee Drive, has a width in the rear of 80.01 feet, a depth along the sideline adjacent to Lot 246 of 128.90 feet and a depth along the sideline of Lot 244 and 127.69 feet.
Which has the address of 121 General Lee Drive, Hahnville, LA 70057
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED NINETY-ONE AND 06 / 100 (\$246,791.06) 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: January 22, 2015
February 19, 2015
ATTORNEY FOR PLAINTIFF:
Penny M. Daigrepoint
3510 N. Causeway Blvd. Suite 600
Metairie, LA 70002
504-831-7726
SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45)79147-E

Date: Wednesday, December 3, 2014
WELLS FARGO FINANCIAL LOUISIANA, INC.
VS
JAMES W. KELLER, 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: MONDAY, NOVEMBER 10, 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, FEBRUARY 25, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

[hat certain lot or parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereon belonging or otherwise appertaining, situated in the Parish of ST. CHARLES, State of Louisiana, in that subdivision known as RED CHURCH LANE SUBDIVISION, and being designated on the official plan of said subdivision, on file and of record in the office of the Clerk and Recorder of said Parish and State, as LOT NUMBER SEVEN (7), said subdivision, said lot having such measurements and dimensions and being subject to such servitudes as shown on said subdivision map; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED NINETY-TWO AND 84 / 100 (\$129,892.84) 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.
PUBLISH ON: January 22, 2015
February 19, 2015
GREG CHAMPAGNE-SHERIFF &

EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
Ethan Hunt
1505 North 19th Street P.O. Box 2867
Monroe, LA 71207-2867
318-388-1440
SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45)79164-D

Date: Thursday, December 4, 2014
CITIMORTGAGE, INC.
VS
RONE. HILLS, ETAL
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: THURSDAY, NOVEMBER 20, 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, FEBRUARY 25, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

ONE CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and a) the rights, ways, means* privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, located in Section 6, T12S, R7E, identified as COUNTY COTTAGE ESTATES PHASE 3-A, being a portion of that

PUBLIC NOTICE

I, Paul Reeks, have been convicted of Molestation of a Juvenile. Date of Conviction: 08/26/1997. My address is 10772 River Road, Saint Rose, LA 70087.

RACE: White
SEX: Male
DOB: 02/04/1960
HGT: 5'10"
WGT: 150
HAIR COLOR: Brown
EYE COLOR: Brown

PUBLISH: January 15 & 22, 2015

PUBLIC NOTICE

PUBLIC NOTICE

REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER
If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28, (as amended). The fee for performing these services shall be at a rate of 0.035 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of .028 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$55.39 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-clumps per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc. a fee of forty one dollars and five cents (\$41.05) per cubic yard will be assessed. An administration fee of \$34.62 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CIP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve month period ending each November. The change shall become effective beginning with the period ending November 30, 2000. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees.

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

Varnice Jones Donald c/o Wornel Nelson (Elkinsville)
Lot front 50' on roadway, 1/2 of tract 7 (273 1st Street)
Nature of violation: grass cutting & removal of debris

PUBLISH: January 22, 2015

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