

# LEGAL

## ST. CHARLES PARISH PUBLIC NOTICES



V.J. St. Pierre, Jr.  
Parish President  
(985) 783-5000  
vj@stcharlesgov.net



Terrell Wilson  
Councilman, District I  
(985) 308-0866  
twilson@stcharlesgov.net



Billy Woodruff  
Councilman, District II  
Call (504) 442-1121  
Home (985) 308-0297  
bwoodruff@stcharlesgov.net



Paul J. Hogan, PE  
Councilman, District IV  
(985) 306-0085  
(504) 615-4862  
phogan@stcharlesgov.net



Wendy Benedetto  
Councilwoman, District III  
(504) 415-4972  
wbenedetto@stcharlesgov.net



Larry Cochran  
Councilman, District V  
(504) 305-0179  
(504) 415-3630  
lcochran@stcharlesgov.net



Traci Fletcher  
Councilwoman, District VI  
(985) 307-0120  
tfletcher@stcharlesgov.net



Julia Fisher-Perrier  
Councilwoman, District VII  
Call (504) 376-3641  
Home (985) 308-0366  
jperrier@stcharlesgov.net



Carolyn K. Schexnaydre  
Councilwoman At-Large,  
Division A  
(985) 307-0814  
(504) 915-4133  
cschexnaydre@stcharlesgov.net



Jarvis Lewis  
Councilman At-Large,  
Division B  
(985) 308-1340  
Cell: (504) 220-3243  
jlewis@stcharlesgov.net

### PUBLIC NOTICE

#### PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON MARCH 12, 2015 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR THE FOLLOWING CASES:  
**PUBLIC HEARING: PZHO-2015-03** requested by **Elizabeth Trimble** for a home occupation – “King’s Men Ent. LLC” – Electrical Contracting and Service at **109 Gassen St., Luling**, Zoning District R-1A, Council District 2.  
**PZSPU-2015-05** requested by **Ryan M. Champagne** for a special permit use to place a non-residential accessory structure at Lot 1A-2B Magnolia Meadows Subd. **(700 Magnolia Ridge Road, Boutte)**, Zoning District OL, Council District 4.  
**PZSPU-2015-06** requested by **Hill Heights Country Club** for a special permit use for a customary accessory use – a fitness center at **312 Murrayhill Dr., Destrehan**, Zoning District R-1A, Council District 3.  
**PZSPU-2015-07** requested by **Madere’s Garage & St. Charles Parish** for a subdivision of a tract of ground in Hahnville into L. Preston Madere Lot and the remainder of the L. Preston Madere Lot **15042 River Road, Hahnville**, Zoning District C-3, Council District 1.  
**PZSPU-2015-07** requested by **River Road Historical Society** for a change in zoning classification from M-1 to C-2 at **13034 River Road, Destrehan (near the site of the Destrehan Plantation)**, Council District 2.  
**PZSPU-2015-08** requested by **KD Development c/o William Kingsmill** for a change in zoning classification from C-2 to M-1 for office/warehouse space at **281 thru 325 Almedia Road, St. Rose**, Council District 5.  
**PUBLISH 2/26, 3/5, 3/12**

### PUBLIC NOTICE

#### SECTION 00010

#### ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of St. Charles Parish West Bank “B” Plant Clarifier Refurbishment (WKS 72) as follows:

Owner: **St. Charles Parish**

Project Title: **St. Charles Parish West Bank “B” Plant Clarifier Refurbishment**

Project No.: **WKS 72**

Principal Work Location: **West Bank Water Treatment Plant, 301 Third St., Luling, LA**

Description of Basic Work: The Contract Work is generally comprised but not necessarily limited to, of the replacement of “B” Plant clarifier ring, refurbishment of hood, concentrator (or mudbin) walls, and replacement of various hardware and miscellaneous metals associated with this equipment. It also includes the filling in of pits and holes in metal components, reaming of metal and recasting the interior of the clarifier basin. For exact details, refer to Plans and Specifications for full scope.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, P.O. Box 302, 15045 River Road, Courthouse, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at [www.centralbidding.com](http://www.centralbidding.com), no later than **10:00 a.m. local time on Tuesday, March 17, 2015**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, GSA Consulting Engineers, Inc. 1022 S. Purpera Ave./P.O. Box 298, Gonzales, LA 70707, (225) 644-5523.

A payment of \$ 150,000 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.28:2212(A)(e).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on Wednesday, February 25, 2015 at 10:00 a.m. at the St. Charles Parish Department of Waterworks, Conference Room, **403 Milling Ave., Luling, Louisiana**. Attendance of the Pre-Bid Conference is highly recommended.

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

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

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

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

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

Advertisement Source and Dates:

St. Charles Herald Guide  
St. Charles Parish Website  
Central Auction House

Thursday, February 19, 2015  
Thursday, February 26, 2015  
Thursday, March 05, 2015  
Thursday, March 12, 2015

### PUBLIC NOTICE

#### PUBLIC NOTICE

#### ST. CHARLES PARISH REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ) FOR CONCESSIONS SERVICES

St. Charles Parish is interested in procuring the services of a qualified food and beverage provider to provide full-service **concessions services** at the Edward A. Dufresne Community Center, located at 274 Judge Edward Dufresne Parkway, Luling, Louisiana. Selection as the authorized concessions stand provider is non-exclusive and only indicates that the concessions stand provider will be the primary concessions provider at the Edward A. Dufresne Community Center.

The selection of the concessions stand provider will involve a two-tiered evaluation process. Under the Tier 1 evaluation, all responses to this RFQ will be evaluated according to the criteria and corresponding point system in the RFQ package. Based on the results of the Tier 1 evaluation, finalists will be selected and invited to complete the Tier 2 evaluation which will involve interview(s) based on evaluation criteria that will be provided at the time of the invitation. The award will be made to the most qualified respondent whose qualifications statement and interview are deemed most advantageous to St. Charles Parish, all factors considered.

Interested parties are invited to secure a RFQ package from Erica Mire, Community Center Coordinator, 274 Judge Edward A. Dufresne Parkway, Luling, LA 70070, 985-331-3795 Ext. 1. The RFQ package may also be obtained by emailing a request to [emire@stcharlesgov.net](mailto:emire@stcharlesgov.net).

Responses must be hand-delivered or mailed to Erica Mire, Community Center Coordinator at the Edward A. Dufresne Community Center, 274 Judge Edward A. Dufresne Parkway, Luling, LA 70070 in such a manner that it is received no later than 10:00 A.M., Thursday, March 26, 2015.

The St. Charles Parish Government is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women’s business enterprises to apply. Persons requiring reasonable accommodation to respond to this solicitation are requested to contact Erica Mire at 985-331-3795 Ext. 1 to discuss their particular needs.

Advertisement Sources and Dates:

Parish Website  
St. Charles Parish Herald Guide  
The Advocate  
The Houma Courier  
Time Picayune (each Wednesday prior to the dates listed below)

Thursday, March 5, 2015  
Thursday, March 12, 2015  
Thursday, March 19, 2015

### PUBLIC NOTICE

#### Public Notice From the St. Charles Parish School Board

The St. Charles Parish School Board has some psychological, educational and speech evaluations for former students who were born in 1990. These records are no longer needed to provide educational services. These records will be destroyed 45 calendar days after publication of this notice unless claimed by the individual evaluated, his/her authorized designee, or the person authorized to act on his/her behalf. These records can be claimed at the Special Education department of the St. Charles Parish School Board Office in Luling between 8:00 a.m. and 3:30 p.m., Monday through Friday.

Publish: Weeks of March 2<sup>nd</sup>, 9<sup>th</sup>, 16<sup>th</sup>, and 23<sup>rd</sup>, 2015

### PUBLIC NOTICE

#### NOTICE

Notice is hereby given that, in accordance with L.R.S. 3:1609 and LAC 7:XV.314 (A), the Louisiana Department of Agriculture & Forestry, Louisiana Boll Weevil Eradication Commission, has established a boll weevil eradication zone, the Louisiana Eradication Zone, consisting of all the territory within the state of Louisiana.

Notice is further given that all producers of commercial cotton in Louisiana are required to participate in the boll weevil eradication program, including cost sharing, in accordance with the Boll Weevil Eradication Law and regulations. This includes, but is not limited to, reporting of cotton acreage, and destruction of cotton plants and stalks by December 31 of each crop year. A copy of the law and rules and regulations may be obtained from the Boll Weevil Eradication Commission, P.O. Box 3596, Baton Rouge, LA 70821-3596, telephone number (225) 922-1338.

Notice is also given that the planting of noncommercial cotton is PROHIBITED in Louisiana unless a written waiver is obtained from the Commissioner of Agriculture & Forestry in accordance with LAC 7:XV.319(C). To request a waiver, submit a written application to the Department of Agriculture and Forestry, at the address provided in this notice, stating the conditions under which such written waiver is requested.

Publish **March 5, 12 & 19 2015**

### PUBLIC NOTICE

#### PUBLIC NOTICE ST. CHARLES PARISH

#### REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ) FOR CATERING SERVICES

St. Charles Parish is interested in procuring the services of 3 qualified caterers to provide full-service **catering services** at the Edward A. Dufresne Community Center, located at 274 Judge Edward Dufresne Parkway, Luling, Louisiana. Selection as the authorized caterer is non-exclusive and only indicates that the caterer will be placed on the approved in-house catering list at the Edward A. Dufresne Community Center.

The selection of the caterers will involve a two-tiered evaluation process. Under the Tier 1 evaluation, all responses to this RFQ will be evaluated according to the criteria and corresponding point system in the RFQ package. Based on the results of the Tier 1 evaluation, finalists will be selected and invited to complete the Tier 2 evaluation which will involve interview(s) based on evaluation criteria that will be provided at the time of the invitation. The award will be made to the most qualified respondent whose qualifications statements and interviews are deemed most advantageous to St. Charles Parish, all factors considered.

Interested parties are invited to secure a RFQ package from Erica Mire, Community Center Coordinator, 274 Judge Edward A. Dufresne Parkway, Luling, LA 70070, 985-331-3795 Ext. 1. The RFQ package may also be obtained by emailing a request to [emire@stcharlesgov.net](mailto:emire@stcharlesgov.net).

Responses must be hand-delivered or mailed to Erica Mire, Community Center Coordinator at the Edward A. Dufresne Community Center, 274 Judge Edward A. Dufresne Parkway, Luling, LA 70070 in such a manner that it is received no later than 10:00 A.M., Thursday, March 26, 2015.

The St. Charles Parish Government is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women’s business enterprises to apply. Persons requiring reasonable accommodation to respond to this solicitation are requested to contact Erica Mire at 985-331-3795 Ext. 1 to discuss their particular needs.

Advertisement Sources and Dates:

Parish Website  
St. Charles Parish Herald Guide  
The Advocate  
The Houma Courier  
Time Picayune (each Wednesday prior to the dates listed below)

Thursday, March 5, 2015  
Thursday, March 12, 2015  
Thursday, March 19, 2015

### PUBLIC NOTICE

#### PUBLIC NOTICE

(NOTICE OF INTENTION TO INTRODUCE LOCAL BILL – HLS 15RS-567)

Public notice is hereby given, as provided by Section 13, Article III of the Constitution of Louisiana, that there will be introduced at the forthcoming session of the Legislature of Louisiana, to be convened on April 13, 2015, a bill relative to authorization for an automobile expense allowance for the assessors in certain parishes; to provide for certain requirements and limitations; and to provide for related matters.

Publish **March 5 & 12, 2015**

### PUBLIC NOTICE

#### PUBLIC NOTICE

(NOTICE OF INTENTION TO INTRODUCE LOCAL BILL – HLS 15RS-476)

Public notice is hereby given, as provided by Section 13, Article III of the Constitution of Louisiana, that there will be introduced at the forthcoming session of the Legislature of Louisiana, to be convened on April 13, 2015, a bill relative to taxes collected by the Lafourche Basin Levee District; and to provide for related matters.

Publish **March 5 & 12, 2015**

### PUBLIC NOTICE

Central Heating & Air Conditioner equipment replacement.

The Luling VFD is seeking sealed bids for the replacement of four (4) split system central Air Conditioner & Heater units located at the central station # 21, 1603 Paul Mallard Road, Luling, LA 70070. Copies of the specifications can be obtained via the Luling VFD website at [www.lulingvfd.org](http://www.lulingvfd.org) or by contacting Administrative Assistant Dawn Landry at 985-785-6194 ext. 1212. Bids will be publicly opened on Thursday, April 2, 2015 at 7:00 pm at Station 21.

Publish: **March 5, 12 & 19, 2015**

### PUBLIC NOTICE

#### ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT

The St. Charles Parish, Zoning Board of Adjustment will meet on March 19, 2015 at 7:00 p.m. at the St. Charles Parish Courthouse, Council Chamber to hear the following cases:  
**TABLED CASE: ZBA-2015-04** requested by **Luling Living Center, LLC** to reduce the required front yard setback from 20 ft. to 2 ft. on the Angus Street side (**1125 Paul Maillard Rd.) Plot B, David Park Subd., Luling**, Zoning District C-2, Council District 2.  
**PUBLIC HEARINGS: ZBA-2015-06** requested by **Edward Green III** to vary the St. Charles Code of Ordinances, Appendix A, Section IV.5.b the fence height within the required front yard from 4 ft. maximum height to a 6 ft. fence at **1114 Kinler Street, Luling**, Zoning District R-1A, Council District 2.  
**ZBA-2015-07** requested by **Mara Acosta** to vary the St. Charles Code of Ordinances, Appendix A, Section VI.B.(1).2, b.(1) and c.(1) to allow a detached carport in the required front yard setback and reduce the required front yard setback from 20 ft. to 8 ft. for a detached carport at **11170 River Road, St. Rose**, Zoning District R-1A, Council District 5.  
**ZBA-2015-08** requested by **Loryn Camet** to vary the St. Charles Code of Ordinances, Appendix A, Section VI.B.(1).2, b.(2) to reduce the required side yard setback for an attached carport at **1802 Ormond Blvd., Destrehan**, Zoning District R-1A, Council District 3.  
**Publish 3/5, 3/12, 3/19**

### PUBLIC NOTICE

We are applying to the St. Charles Parish Sheriff’s Office for a permit to conduct the **LOUISIANA CATFISH FESTIVAL** at St. Gertrude Church Grounds, Hwy 631 in Der Le Allemands, La. on June 19, 20 & 21, 2015 from 10:00 a.m. til 11:00 p.m., in the parish of St. Charles. Alcohol will be served at this event.

Friday, June 19, 2015  
Saturday, June 20, 2015  
Sunday, June 21, 2015

Publish on **March 5 & 12, 2015**

### PUBLIC NOTICE

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of Low and High alcoholic content at retail in the Parish of St. Charles at the following address:  
**River Road Market, LLC, 13572 River Road, Destrehan, LA, 70047**

Owner: **David Matherne**

PUBLISH: **March 5 & 12, 2015**

### PUBLIC NOTICE

#### ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, MARCH 16, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

**2015-0051** (3/2/15, St. Pierre, S. Scholle)

An ordinance to approve and authorize Amendment No. 2 to the Contract by and between the Parish of St. Charles and Leidos, Inc., for Monitoring of Disaster Generated Debris & Disaster Management and Technical Services, Parish Project No. P090903.

**2015-0072** (3/2/15, Hogan, Cochran)

An ordinance to approve and authorize the execution of Amendment No. 1 to the Cooperative Endeavor Agreement by and between St. Charles Parish (Ordinance No. 14-10-10) and Sunset Drainage District (Resolution No. 6104) to amend the transfer of property and the termination clause of said agreement.

**2015-0073** (3/2/15, St. Pierre, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from OL to OL, R-1M and M-1 at Lot 20A of Pecan Grove, 12350 River Road, St. Rose, as requested by DNA Real Estate, LLC.

**2015-0074** (3/2/15, St. Pierre, M. Albert)

An ordinance approving and authorizing a Home Occupation under the operation of Anthony Ragusa - “Authentic Air, LLC” - a heating and air conditioning contractor at 100 Cypress Lane, Destrehan.

**2015-0075** (3/2/15, St. Pierre, M. Albert)

An ordinance to amend the Zoning Ordinance of 1981, to change the land use zoning classification from CR-1 to C-2 at Lot 19A of the Charles Natis Tract, Luling, as requested by Triniece Davis.

**2015-0083** (3/2/15, St. Pierre, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from C-2 to M-1 for office/warehouse space at 281 thru 325 Almedia Road, St. Rose, as requested by KD Development.

**2015-0084** (3/2/15, St. Pierre, M. Albert)

An ordinance to approve a subdivision of a tract of ground known as the L. Preston Madere Lot in Hahnville into 1-LPM and 2-LPM, at 15042 River Road, Hahnville as requested by Madere’s Garage and St. Charles Parish.

**2015-0085** (3/2/15, St. Pierre, M. Albert)

An ordinance approving and authorizing a Home Occupation under the operation of Elizabeth Trimble, “King’s Men Enterprises, LLC” – an electrical contractor – at 109 Gassen Street, Luling.

**2015-0086** (3/2/15, St. Pierre, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from M-1 to C-2 at Tract 4-II-A-1 of Plantation Business Park and an additional ¾ acres totaling approximately 15.15 acres near 13034 River Road, Destrehan (the site of Destrehan Plantation), as requested by River Road Historical Society.

**2015-0087** (3/2/15, St. Pierre, S. Scholle)

An ordinance to approve and authorize the Parish President to acquire a 2,126.21 SF perpetual drainage servitude over property identified as Lot 4A of Ormond Country Club, Square J, Section 12, which property is more particularly described in the Act of Servitude attached hereto and made a part hereof, from Jonera Pitre Diaz wife of/and Humberto Diaz, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080502-10 Hill Heights Drainage Improvements.

PUBLISH: **March 5, 12, 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 .928 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 \$56.11 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleansups 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 two dollars and eight cents (\$42.08) per cubic yard will be assessed. An administration fee of \$35.07 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:

**Gore-St. Charles**  
Portion of Prospect, Good Hope & Crevasse Plantation (847 E Lawson Street)  
Nature of violation: grass cutting & removal of debris

**Salvador Gulino** (Ormond Country Club Estates)  
Lot 1226 (8 Parlange Drive)  
Nature of violation: grass cutting & removal of debris

**Annabel Hogan** (Village of Hahnville)  
Lots 4 and ½ of Lot 5 (426 Smith Street)  
Nature of violation: grass cutting & removal of debris

**Lovely Washington, c/o Anthony Washington** (New Sarpy)  
Lots 22 (841 E Lawson Street)  
Nature of violation: grass cutting & removal of debris

PUBLISH: **March 12, 2015**

### PUBLIC NOTICE

“Anyone knowing the whereabouts of **Burt Joseph Dempster, III and/or his heirs, successors or assigns**, please contact Juanita R. Marino, Attorney at Law, 985-764-1193.”

Publish **March 5 & 12, 2015**

### PUBLIC NOTICE

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of Low and High alcoholic content at retail in the Parish of St. Charles at the following address:  
**Ormond Birdies, LLC, d/b/a Birdies Food & Fuel #18, 1900 Ormond Blvd, Destrehan, LA 70047**

Member: **Mohamed Y. Ennabut**

PUBLISH: **March 12 & 19, 2015**

PUBLIC NOTICE

29th JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. CHARLES
STATE OF LOUISIANA
NO. P-10,792
SUCCESSION OF
THERESA ANN PHILLIP
FILED: DEPUTY CLERK

NOTICE OF APPLICATION FOR SALE OF PROPERTY AT PRIVATE SALE
Notice is hereby given that Margaret P. Hamer and Marie P. Hogue, Co-Administrators of this Succession have applied for an order authorizing them to sell the following described property, for the price of \$48,000.00, as is provided in the Petition filed in the record, and to execute any and all other documents which may be required:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvement thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or to be enjoyed appertaining, situated in the Parish of Jefferson, State of Louisiana, in that portion thereof known as Live Oak Manor Subdivision, being a resubdivision of a portion of Live Oak Manor Plantation, in Sections 6, 36 and 37, Township 13-South, Range 22 East, Southeastern Land District of Louisiana, West of the Mississippi River, in accordance with the survey of Subdivision Planning Engineers, Inc., and John W. Mitchell, Surveyor, dated March 16, 1959, revised June 9, 1959, approved by Jefferson Parish Council under Ordinance No. 4152, adopted July 30, 1959, registered in COB 486, folio 469, Entry No. 159-352, Parish of Jefferson, which survey is filed in Plan Book 36, folio 22 in the Office of the Clerk of Court for the Parish of Jefferson, State of Louisiana, which piece or portion of ground is more particularly described as follows:

Lot No. 10 in Square No. 4 bounded by Hells Drive, Richelle Street, the Southeastern boundary of the subdivision and the eastern boundary of the subdivision and Live Oak Manor Drive, which said lot commences at a distance of 339 feet from the corner of Hells Drive and Richelle Street and measures thence 57.77 feet front on Hells Drive by a depth along the sidewalk nearest Richelle Street of 95 feet, by a depth along the opposite sidewalk of 135.17 feet by a width in the rear of 135.17 feet all in conformity with a survey made by J. J. Krebs and Sons, Surveyors, dated November 19, 1962, resurveyed September 20, 1965.

Improvements thereon bear Municipal No. 201 Hells Drive.
Any heir, legatee or creditor who opposes the proposed sale must file his opposition within seven (7) days from the date of last publication of this notice.

Hahnville, Louisiana, this 4th day of February 2015.
Cynthia M. McLean
Deputy Clerk of Court

PUBLISH TWICE:
St. Charles Herald-Guide,
P. O. Box 1199
Boutte, LA 70039
The Gambit
3923 Bienville St.
New Orleans, LA 70119

SUCCESSION OF Theresa Ann Phillip, Succession of application sale of property.docx/10m
Cynthia M. McLean
Deputy Clerk of Court

Publish February 19, 2015
Corrected Copy: March 12, 2015

PUBLIC NOTICE

NOTICE OF OPPORTUNITY
FOR PUBLIC COMMENT ON PROPOSED
SETTLEMENT AGREEMENT BETWEEN
THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
AND GALATA CHEMICALS, LLC

The Louisiana Department of Environmental Quality and Galata Chemicals, LLC, Agency Interest Number 2706, have entered into a proposed settlement agreement, Settlement Tracking No. SA-AE-14-0068, concerning the State's allegations of environmental violations by Respondent at its facility in St. Charles Parish, Louisiana, which allegations are set forth in Notice of Potential Penalty and Amended Notice of Potential Penalty, Enforcement Nos. AE-PP-11-01173 and AE-PP-11-01173.A.

The Department of Environmental Quality will accept comments on the proposed settlement for the next forty-five (45) days. The public is invited and encouraged to submit written comments to the Louisiana Department of Environmental Quality, Office of the Secretary, Legal Division, Post Office Box 4302, Baton Rouge Louisiana 70821-4302, Attention: Spencer B. Bowman, Attorney. All comments will be considered by the Department of Environmental Quality in reaching a decision on whether to make the settlement final.

Terms and conditions of the proposed settlement agreement may be reviewed on the Department of Environmental Quality's website at www.deq.louisiana.gov, by selecting Divisions, Enforcement, and Settlement Agreements. The document may also be viewed at, and copies obtained from, the Louisiana Department of Environmental Quality, Public Records Center, Room 127, Galvez Building, 602 North Fifth Street, Baton Rouge, Louisiana 70802. To request a copy of the proposed settlement, submit a completed Public Record Request Form (DEQ Form FSD-0005-01). The form and instructions for completion may be found on the DEQ Website at the following address: http://www.deq.state.la.us/pub/Records/default.htm, or by calling the Customer Service Center at 1-866-896-5337.

Pursuant to La. R.S. 30:2050.7(D), the Department of Environmental Quality may hold a public hearing regarding this proposed settlement when either of the following conditions are met: 1) a written request for public hearing has been filed by twenty-five (25) persons, by a governmental subdivision or agency, or by an association having not less than twenty-five (25) members who reside in the parish in which the facility is located; or 2) the secretary finds a significant degree of public interest in this settlement.

For further information, you may call the Legal Division of the Louisiana Department of Environmental Quality at (225) 219-3985.

Publish March 12, 2015

PUBLIC NOTICE

NOTICE OF OPPORTUNITY
FOR PUBLIC COMMENT ON PROPOSED
SETTLEMENT AGREEMENT BETWEEN
THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
AND EXTEX OPERATING COMPANY

The Louisiana Department of Environmental Quality and Extex Operating Company, Agency Interest Numbers 32776, 154334, 154336, 154337 and 154339 have entered into a proposed settlement agreement, Settlement Tracking No. SA-AE-14-0066, concerning the State's allegations of environmental violations by Respondent at its facility in St. Charles Parish Louisiana, which allegations are set forth in Notice of Potential Penalty, Enforcement No. AE-PP-11-00701.

The Department of Environmental Quality will accept comments on the proposed settlement for the next forty-five (45) days. The public is invited and encouraged to submit written comments to the Louisiana Department of Environmental Quality, Office of the Secretary, Legal Division, Post Office Box 4302, Baton Rouge Louisiana 70821-4302, Attention: Jill R. Carter, Attorney. All comments will be considered by the Department of Environmental Quality in reaching a decision on whether to make the settlement final.

Terms and conditions of the proposed settlement agreement may be reviewed on the Department of Environmental Quality's website at www.deq.louisiana.gov, by selecting Divisions, Enforcement, and Settlement Agreements. The document may also be viewed at, and copies obtained from, the Louisiana Department of Environmental Quality, Public Records Center, Room 127, Galvez Building, 602 North Fifth Street, Baton Rouge, Louisiana 70802. To request a copy of the proposed settlement, submit a completed Public Record Request Form (DEQ Form FSD-0005-01). The form and instructions for completion may be found on the DEQ Website at the following address: http://www.deq.state.la.us/pub/Records/default.htm, or by calling the Customer Service Center at 1-866-896-5337.

Pursuant to La. R.S. 30:2050.7(D), the Department of Environmental Quality may hold a public hearing regarding this proposed settlement when either of the following conditions are met: 1) a written request for public hearing has been filed by twenty-five (25) persons, by a governmental subdivision or agency, or by an association having not less than twenty-five (25) members who reside in the parish in which the facility is located; or 2) the secretary finds a significant degree of public interest in this settlement.

For further information, you may call the Legal Division of the Louisiana Department of Environmental Quality at (225) 219-3985.

Publish March 12, 2015

PUBLIC NOTICE

The St. Charles Parish Housing Authority requests proposals for Fee Accounting Services. Question regarding this RFP should be directed to the Exec. Director. The closing date is April 28, 2015:

Copies of the RFP are available on 3/3/15 from the address below:
Ben Bell, Exec. Dir.
St. Charles Parish Housing Authority
200 Boutte Estates Dr.
P.O. Box 448, Boutte, LA 70039
Ph. 985-785-2601, Fax 985-785-6238
bbell@scpha.nocoxmail.com

Publish on: March 12, 26 & April 2, 2015

PUBLIC NOTICE

The names of the following persons were drawn to serve as Petit Jurors for Jury Number 2-A, for the session of said Court beginning Monday, April 9, 2015, at 9:00 a.m., in Division "E".

- 1 ABADIE, BERNARD E III
2 ABATE, MARK THOMAS
3 ALEXANDER, GERALD ANTHONY
4 ALLESANDRO, AMY KELSJO
5 AMOS, JOHN CHRISTOPHER
6 ANDERSON, CALVIN ROBERT
7 AUGUST, DWAYNE ANTHONY
8 AUPIED, JOHN EDWARD
9 BABINEAUX, WESLEY JOSEPH
10 BAILEY, COREY DALE
11 BARDWELL, KATHLEEN WELSH
12 BARRIOS, TARA EILEEN
13 BECNEL, PATRICIA SIMMON
14 BECNEL, TAMMY FONSECA
15 BENOIT, LISA DAIGREPOINT
16 BERNARD, BRANDON MICHAEL
17 BERNARD, LORIE PICOU
18 BLANK, ALBERT FRANK JR.
19 BOEHM, KIM FERRARA
20 BORDEN, RICHARD CARL JR.
21 BOURGEOIS, CODY JAMES
22 BOURGEOIS, TASHA BLANCHARD
23 BOURQUE, GERALD A
24 BRAND, DANIEL PAUL
25 BRASHER, SARAH ELLA
26 BROUSSARD, ELAINE HIMMAUGH
27 BROUSSARD, KRISTEN LEIGH
28 BROUSSARD, LINDA LAROCCA
29 BROUSSARD, LOVELACE ANTHON
30 BROWN, ELITER MAE
31 BROWN, VERONICA PICADO
32 BRUNNER, KIM BOLDING
33 BRYAN, MATTHEW JOSEPH
34 BUCZINSKI, LORI WESTERFIELD
35 BYRD, DONNA REBA
36 BYRD, SHANTRELL INGRAM
37 CAILLET, ALISHA MARY
38 CAILLOUET, KRISTAL LYNN
39 CARTER, NICHOLAS GENTRY
40 CHABLAN, BEVERLY B
41 CHASSON, LINDA FIFE
42 CHAMPAGNE, NANCY VICKNAIR
43 CHARPENTIER, JARAD JAMES
44 COMARDELLE, ANTHEA VELTSOS
45 COONEY, KELLY JEAN
46 CROCHET, ROY JAMES
47 CUNNINGHAM, LAUREN MIGNON
48 DAIGLE, CYNTHIA BROCKMAN
49 DAQUIN, JANIE ALELO
50 DARDER, LEYONDE MARIA
51 DARENSBOURG, YVONNE LEE
52 DART, LORNA MICHELLE
53 DAVIS, DARRYL DWAYNE
54 DAVIS, KEITH M
55 DAVIS, MARJORIE
56 DECK, SHERYL STEVENS
57 DECKER, RENAE ANN MARIE
58 DECOIRTE, CHARLES K
59 DEISTER, PAUL FREDERICK
60 DELATTE, JACQUELINE TIMOTHY
61 DELAUNE, DIANE ALLEMIAN
62 DICKERSON, ANTOINETTE
63 DIETRICH, CRAIG JOSEPH
64 DOWNING, ANDREW EUGENE
65 DOWNING, MELISSA
66 DUFRENE, ANGELINE KNIPP
67 DUFRENE, KRISTIE LYNN
68 DUFRENE, RACHEL MELISSA HAUCK
69 DUHON, DIANNE T
70 DUNMILES, JOSHUA LAVAR
71 DURHAN, NATHAN ADAM
72 ELLIS, GARY JR.
73 EUSEA, BYRON ANTHONY
74 EVANS, SONJA MARIE
75 EVERETT, ALISON MARIE
76 EVERS, NATHAN
77 FAHRIG, ROCHELLE CHAMPAGNE
78 FAUL, JENNA JO
79 FELTS, BRIDGET T
80 FERGUSON, BRENNAN OWENS
81 FINDLEY, SHARON KAY
82 FOSTER, JANET MCKNIGHT
83 GAGOTE, MELISSA MUEHLEISEN
84 GANUCHEAU, KRISTY WOCOPY
85 GARDIN, STACI DRUELL
86 GARIC, LAWRENCE SCOTT
87 GASSEN, SIDNEY FRANCIS III
88 GAUTHER, JAMIE ROUSSEL
89 GAUTREAUX, JANICE SALISBURY
90 GAUTREAUX, THOMAS ADAM
91 GOPORTH, VICTORIA LEBLANC
92 GOODWYN, SHANIA NICOLE
93 GRECI, HEATHER M
94 GULLAGE, TERRY
95 GUZZARDI, DAVID BRIAN
96 HARDY, RONALD L
97 HARTLINE, ELLEN SHADLE
98 HAYDEL, KENNETH JAMES
99 HEAD, MARVIN FAY III
100 HEBERT, KEVIN PAUL
101 HEBERT, LOGAN
102 HILL, HARRY EUGENE
103 HOWARD, TOMMY J
104 HURTEL, HILDA CASTELLON
105 HYMEL, LARRY JAMES
106 HYMEL, MRS. JULES C
107 JENKINS, KEISA A
108 JOHNSON, KELLY SCALES
109 JOHNSON, MARIA B
110 JOHNSON, OLIVIA D
111 JONES, EVA GIVENS
112 JOSEPH, WILFRED
113 JUMONVILLE, KIRK JOSEPH
114 KAU, JULIE BERGERON
115 KELETA, MENGHISTAB
116 KENNER, RESHARN WASHINGTON
117 KIMS, CURTIS DACY
118 LANDRY, DAWAN FRANK
119 LAROSSE, GANDICE ANN
120 LARRE, SHAWN M
121 LAUQUE, ANGEL MARIE
122 LEE, ASIA LYNN
123 LIRETTE, COLLEEN SAVOIE
124 LIONSKAR, EDWARD HOWARD JR
125 LOUPE, JONATHAN MICHAEL
126 LOUVIERE, KEVIN T
127 MACI, ALISE DANIELLE
128 MAISE, AMANDA NEGAISE
129 MARTINDALE, AUDREY ALBAUGH
130 MATHEWS, JAMIE LEO
131 MATTHEW, JAMES
132 MCNIBL, CHRISTOPHER MICHAEL
133 MILLER, ROSS A
134 MITCHELL, ERNEST
135 MOULIERE, SHELLEY MONICA
136 MONROUE, MANDY MAE
137 MONTGOMERY, MILTON JAMES JR
138 MOORMAN, MICHAEL A.
139 MORGAN, DENISE NEWMAN
140 MOTT, TANYA CORETTA
141 MURRAY, SHANELL TRIENCE
142 NICHOLS, DARREN MICHAEL
143 NIXON, DAWN NOELLE SMITH
144 NOCITO, TAMMY MAYEAUX
145 NUCKLEY, ADELE B
146 O'BRIEN, MEGHAN ELIZABETH
147 O'CONNOR, DARLENE CHERAMIE
148 ONCALE, BLANE LLOYD
149 ORR, REBECCA A
150 OUFNAC, LOY LOUISE
151 PADRON, DEBRA ENGLANDER
152 PALMER, ELDON A
153 PARQUET, TREVONE PATRICK
154 PERRET, LIONEL L JR
155 PETETAND, DESHINAE L
156 PINERO, ROBERT GERARD
157 PIZZOLATO, THOMAS S JR
158 PORCHE, TIMOTHY JAMES
159 PORTERA, WILFRED BABIN
160 RABALAIS, DEREK JAMES
161 REIN, MELVIN A
162 REVADER, HERMAN
163 ROBERTSON, DUANE M
164 ROBERTSON, GREGORY
165 ROCHICHAUX, SHAWN ROBERT
166 ROBIN, KATHERINE MULLER
167 ROBINSON, SONIA
168 ROZAS, VICTOR P
169 SARAGUSA, MARC HENLY
170 SAVOIE, GWENDOLYN LOUVIERE
171 SCHEKNAYDRE, MRS HERMAN POCHE
172 SCHNEIDER, LAURA G.
173 SCOTT, VERCY J
174 SHILLINGTON, RACHEL AHN
175 SMITH, DONNA PETIT
176 SMITH, MORISA LYNN
177 STAMANT, RHONDA CROCHET
178 STBLANC, AMY H
179 STGERMAIN, CINDY LEBLANC
180 STREAM, NATHANIEL MICHAEL
181 SWITZER, MELISSA SAVOIE
182 TANNER, WILLIAM ANTHONY
183 THOMAS, ANDREW PAUL
184 THOMAS, CURTIS LEE
185 TILLEY, SHERYL ANN
186 TORRES, ALEX
187 TROXLER, CRAIG G
188 TURNER, SIDNEY ALVIN JR
189 WASHINGTON, CELESTE MARIE
190 WEAVER, ROBERT PARLON
191 WEBER, CHRISTOPHER S JR
192 WEEKS, SUSAN JONES
193 WELCH, WAYNE WESLEY SR.
194 WILLIAMS, GREGORY
195 WILLIAMS, RAMANDA
196 WILSON, LEONARD JOSEPH JR
197 WOODS, EDMOND WILLIAM IV
198 WUERTZ, KACEY CHRISTOPHER
199 YATES, LINDA MARIE
200 ZERINGUE, ZION Z

Publish March 12, 2015

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF FEBRUARY 9, 2015, 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
Final
Council Chairman Larry Cochran
Councilmembers Carolyn K. Scheinsaydre, Jarvis Lewis, Terrill D. Wilson, William Billy Woodruff, Wendy Benedetto, Paul J. Hogan, Traci A. Fletcher, Julia Fisher-Perrier

Monday, February 9, 2015 8:00 PM Council Chambers, Courthouse

ATTENDANCE
Present: Carolyn K. Scheinsaydre, Jarvis Lewis, Terrill D. Wilson, William Woodruff, Wendy Benedetto, Paul J. Hogan, Larry Cochran, Traci A. Fletcher, and Julia Fisher-Perrier

Parish President V.J. St. Pierre, Jr., Chief Operations Officer Bobby Donaldson, Chief Administrative Officer Euday Bow, Legal Director Leon C. Vall, III, Assistant Parish Attorney David Meyer, Public Works/Wastewater Director Sam Scholle, Planning & Zoning Director Michael Albert, Finance Director Grant Duason, Public Information Officer Romeo Simpson, Executive Assistant/Office Manager Andrea Coleman, Parks and Recreation Director Duane Forest, Edward A. Dulrenee Community Center Coordinator Erica Mire

CALL TO ORDER
PRAYER / PLEDGE
Father Ray Hymel
St. Gertrude Catholic Church, Des Allemands

APPROVAL OF MINUTES
A motion was made by Councilmember Wilson, seconded by Councilmember Fisher-Perrier, to approve the minutes from the regular meeting of January 12, 2015, and the regular meeting of January 26, 2015. The motion carried by the following vote:
Yes: 9 - Scheinsaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
No: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)
2015-0040
Proclamation: "Krewe of G-Old Timers Day"
Sponsor: Mr. St. Pierre Jr.
Read
2015-0029
Proclamation: "Krewe of Monte Day"
Sponsor: Ms. Fletcher
Read
2015-0034
Proclamation: "UTH Mardi Gras Fest"
Sponsor: Mr. Woodruff
Read
2015-0031
Proclamation: "Krewe of Lu Day"
Sponsor: Mr. Woodruff
Read
2015-0032
In Recognition: Mr. Robert J. Dupont, Sr. and Mrs. Nora Bordonaro Dupont - King and Queen, Krewe of Lu
Sponsor: Mr. St. Pierre Jr.
Read
2015-0033
In Recognition: Mr. Hirschfeld Burtleigh - 2015 Grand Marshall, Krewe of Lu
Sponsor: Mr. St. Pierre Jr.
Read
2015-0035
Proclamation: "Krewe of Des Allemands Day"
Sponsor: Mr. Hogan
Read
2015-0036
In Recognition: Mr. Tommy Mahan and Mrs. Birdie Matherne Mahan - King and Queen, Krewe of Des Allemands
Sponsor: Mr. St. Pierre Jr.
Read

2015-0037
In Recognition: Ms. Linda Tastet Briem - 2015 Grand Marshall, Krewe of Des Allemands
Sponsor: Mr. St. Pierre Jr.
Read
2015-0038
In Recognition: Ms. Barbara Tastet Matherne - 2015 Grand Marshall, Krewe of Des Allemands
Sponsor: Mr. St. Pierre Jr.
Read
2015-0039
Peanut Butter Collection Drive - Mr. Duinn Landry, St. Charles Hospital and Ms. Carol White, President of Social Concerns
Sponsor: Mr. Cochran
Read
2015-0041
Proclamation: "Arc Fest in St. Charles Parish"
Sponsor: Mr. Lewis
Read

2015-0018
An ordinance authorizing the issuance of \$\_\_\_\_\_ Water Revenue Refunding Bonds, Series 2015 of Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana (the "District"), for the purpose of refinancing outstanding debt of the District; prescribing the form, terms and conditions of said Bonds; designating the date, denomination and place of payment of said Bonds; providing for the payment thereof in principal and interest; confirming the sale and delivery of the Bonds to the Underwriter; and providing for other matters in connection therewith.
Sponsor: Mr. St. Pierre Jr. and Bond Counsel
Reported
Parish President Recommended: Approval
The motion carried by the following vote:
Yes: 9 - Scheinsaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
No: 0

2015-0018
An ordinance authorizing the issuance of \$22,170,000 Water Revenue Refunding Bonds, Series 2015 of Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana (the "District"), for the purpose of refinancing outstanding debt of the District; prescribing the form, terms and conditions of said Bonds; designating the date, denomination and place of payment of said Bonds; providing for the payment thereof in principal and interest; confirming the sale and delivery of the Bonds to the Underwriter; and providing for other matters in connection therewith.
Sponsor: Mr. St. Pierre Jr. and Bond Counsel
Reported
Parish President Recommended: Approval
Mr. M. Jason Akers, representing Foley & Judd, L.L.P., spoke on the matter.
Public Hearing Requirements Satisfied
Council Discussion
Mr. Akers spoke on the matter.
VOTE ON THE PROPOSED ORDINANCE AS AMENDED
Yes: 9 - Scheinsaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
No: 0
Enactment No: 15-2-1

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)
2015-0042
Department of Parks & Recreation/Community Center
Parks & Recreation Director/Duane Forest
Council Discussion
Mr. Forest spoke on the matter
Edward A. Dulrenee Community Center Coordinator Erica Mire
Council Discussion
Ms. Mire spoke on the matter.
Chief Administrative Officer Euday Bow spoke on the matter.
Reported
2015-0043
Parish President Remarks/Report
Sponsor: Mr. St. Pierre Jr.
Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN COCHRAN 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, MARCH 2, 2015, 5:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2015-0046
An ordinance approving and authorizing the Parish President of St. Charles Parish and the members of the St. Charles Parish Council to enter into and execute a settlement agreement in the case of Mayor Mitchell J. Landreau vs. St. Charles Parish Council, et al, Case No. 12-8721.
Sponsor: Mr. Cochran, Mr. Wilson, Mr. Woodruff, Mr. Hogan, Ms. Fletcher and Ms. Fisher-Perrier
Publish/Scheduled for Public Hearing to the Parish Council on March 2, 2015

2015-0048
An ordinance to approve and authorize the execution of a contract with Bertucci Contracting Company, LLC, for PO-43 East LaBranche Shoreline Protection Project, Coastal Impact Assistance Program, in the amount of \$3,489,000.00.
Sponsor: Mr. St. Pierre Jr. and Coastal Zone Management Section
Publish/Scheduled for Public Hearing to the Parish Council on March 2, 2015

2015-0049
An ordinance to approve and authorize the payment of a portion of the contract amount for Project No. P081102-4 Project Name: Dunleith Canal Stabilization-Phase 3 (Project) to Advanced Quality Construction, Inc. (AQ) and Everlast Synthetic Products LLC (Everlast) in completion of the project and the withholding of liquidated damages.
Sponsor: Mr. St. Pierre Jr. and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on March 2, 2015

2015-0050
An ordinance to approve and authorize the execution of an Engineering Services Contract between Huseman & Associates, LLC, and St. Charles Parish for the design and construction administration of the St. Charles Parish EOC Emergency Distribution and Grounding Systems.
Sponsor: Mr. St. Pierre Jr. and Department of Emergency Preparedness
Publish/Scheduled for Public Hearing to the Parish Council on March 2, 2015

2014-0390
An ordinance to approve and authorize the execution of an Act of Sale by Madera's Garage, Inc. to St. Charles Parish for property located at 15042 River Road Hahnville, Louisiana.
Sponsor: Mr. St. Pierre Jr. and Department of Legal Services
Publish/Scheduled for Public Hearing to the Parish Council on March 2, 2015

2015-0003
An ordinance to amend the Zoning Ordinance of 1981, to change the land use zoning classification from CR-1 to R-2 at Lot A1 of Ormond Village, 14102 River Road, Deslaurier as requested by Michelle Oubre.
Sponsor: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on March 2, 2015

2014-0186
An ordinance to provide for the amendment of the St. Charles Parish Home Rule Charter Section A.6.c. of Article III to add subsection v. to state that any person appointed by the Parish Council to fill a vacant council seat until such time that a special election is held shall be prohibited from seeking election to the same office whether or not they serve for the duration of the appointment. Any person appointed by the council to fill a vacant council seat where the vacancy is one year or less, the appointee is also prohibited from seeking election to the same office for the subsequent term whether or not they serve for the duration of the appointment.
Sponsor: Mr. Hogan

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Wilson, that File No. 2014-0186 be Postponed Indefinitely from Introduction. The motion carried by the following vote:
Yes: 6 - Scheinsaydre, Wilson, Benedetto, Cochran, Fletcher and Fisher-Perrier
No: 3 - Lewis, Woodruff and Hogan
Postponed Indefinitely from Intro.

2014-0185
An ordinance to provide for the amendment of the St. Charles Parish Home Rule Charter Section A.2. of Article III to increase the annual base compensation of the Parish Council to \$18,500 for each Councilman At Large and \$15,000 for each District Councilman and to increase it no more than three and seventy-five hundredths (3.75%) percent in any one year and not to exceed more than fifteen (15%) percent over any four year period to be effective for the 2016 term.
Sponsor: Mr. Hogan

A motion was made by Councilmember Wilson, seconded by Councilmember Fisher-Perrier, that File No. 2014-0185 be Postponed Indefinitely from Introduction. The motion carried by the following vote:
Yes: 7 - Scheinsaydre, Wilson, Woodruff, Benedetto, Cochran, Fletcher and Fisher-Perrier
No: 2 - Lewis and Hogan
Postponed Indefinitely from Intro.

Councilman Hogan motioned to put back on the agenda for Introduction File No. 2014-0186 and File No. 2014-0185. Motion failed for lack of a second.

2014-0184

An ordinance to provide for the amendment of the St. Charles Parish Home Rule Charter Section 8.2. of Article III to increase the annual base compensation of the Parish President to be effective for the 2016 term.

**Sponsor:** Mr. Hogan

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, that File No. 2014-0184 be Postponed indefinitely from introduction. The motion carried by the following vote:

**Yes:** 5 - Schexnaydre, Wilson, Benedetto, Cochran, Fletcher and Fisher-Perrier  
**May:** 3 - Lewis, Woodruff and Hogan

Postponed indefinitely from intro.

Councilman Hogan motioned to put back on the agenda for Introduction File No. 2014-0184, 2014-0185, and 2014-0188. Motion was seconded by Councilman Lewis.

Par Legal Services Director Leon C. Vial, III, the council cannot vote to introduce all three proposed ordinances at the same time; must vote for each of them separately. Councilman Hogan withdrew his motion.

2014-0184

An ordinance to provide for the amendment of the St. Charles Parish Home Rule Charter Section 8.2. of Article III to increase the annual base compensation of the Parish President to be effective for the 2016 term.

**Sponsor:** Mr. Hogan

A motion was made by Councilmember Hogan, seconded by Councilmember Lewis, to put back on the agenda for Introduction File No. 2014-0184. The motion failed by the following vote:

**Yes:** 2 - Lewis and Hogan  
**May:** 7 - Schexnaydre, Wilson, Woodruff, Benedetto, Cochran, Fletcher and Fisher-Perrier

Motion Failed

Councilman Hogan motioned to put back on the agenda for Introduction File No. 2014-0185. Motion failed for lack of a second.

**ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)**

2015-0026

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5 Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs on the south side of Barrett Drive from its corner of Browning Drive to a distance of approximately 50 feet westward in Luling.

**Sponsor:** Ms. Fisher-Perrier

Reported:  
Councilwoman Fisher-Perrier Recommended: Approval

**Speakers:**  
Mr. Steve Romano, Luling  
Mr. Milton Altemand, Hahnville

Public Hearing Requirements Satisfied

**VOTE ON THE PROPOSED ORDINANCE**

**Yes:** 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier  
**May:** 0

Enactment No: 15-2-2

2015-0027

An ordinance to amend the 2015 Consolidated Operating and Capital Budget to add revenues and associated expenses for Fund 001 - General Fund - District Court - Division D (001-400207) in the amount of \$30,000 to account code 760 - Grants - to fund the creation of the St. Charles Community C.A.R.E. Centers Foundation, Inc. as well as to rollover Grant Revenue and Associated Expenses not spent in 2014 for Fund 001-400811 Coastal Zone Management in the amount of \$3,743,446 for the East LaBranche Shoreline Protection Project.

**Sponsor:** Mr. St. Pierre Jr. and Department of Finance

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Wilson, to accept the revised version of File No. 2015-0027. The motion carried by the following vote:

**Yes:** 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier  
**May:** 0

**Absent:** 1 - Fletcher

2015-0027

An ordinance to amend the 2015 Consolidated Operating and Capital Budget to add revenues and associated expenses for Fund 001 - General Fund - District Court - Division D (001-400207) in the amount of \$30,000 to account code 780 - Grants - to fund payment for behavioral health planning and other social services to be rendered through the establishment of a Cooperative Endorsement Agreement between St. Charles Parish Government and the St. Charles Community C.A.R.E. Center, Inc. in a public-private partnership, as well as to rollover Grant Revenue and Associated Expenses not spent in 2014 for Fund 001-400811 Coastal Zone Management in the amount of \$3,743,446 for the East LaBranche Shoreline Protection Project.

**Sponsor:** Mr. St. Pierre Jr. and Department of Finance

Reported:  
Finance Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion  
Finance Director Grant Dessom spoke on the matter.  
Parish President V.J. St. Pierre, Jr., spoke on the matter.  
Ms. Mary Lou Sumrell, St. Charles Parish Schools, spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE AS AMENDED**

**Yes:** 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier  
**May:** 0

Enactment No: 15-2-3

2015-0028

An ordinance to approve reabdivision of Lot 10-A of Acadian Traces Subdivision and a portion of Parcel H-1 of a Subdivision of Tract 1 of Ormond Plantation, into Lot 1-H-1 and three additional lots, 2-H-1, 3-H-1, and 4-H-1 of a portion of Tract No. 1, of Ormond Plantation Subdivision. Destréhan as requested by Jack Cali, III, and Todd & Andrea Roberts.

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

A motion was made by Councilmember Benedetto, seconded by Councilmember Fletcher, to accept the revised version of the plat. The motion carried by the following vote:

**Yes:** 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier  
**May:** 0

Reported:  
P & Z Department Recommended: No Recommendation - The application site plat meet the technical requirements for a reabdivision.  
Planning Commission Recommended: Denial

**Speakers:**  
Mr. Jack Cali, Hahnville  
Mr. Corey M. Oubre, with the Law Offices of Corey M. Oubre, Luling, representing Greg and Melissa Bourdonnay and Jules and Lisa Poirier  
Mr. Jules Poirier, Destréhan  
Ms. Melissa Bourdonnay, Destréhan  
Mr. Greg Bourdonnay, Destréhan  
Ms. Terri Ducarpe, Destréhan  
Mr. Frank Bourdonnay, Destréhan  
Ms. Leslie Ford, Destréhan  
Mr. Craig Berry, Destréhan  
Mr. Brad Schexnaydre, Hammond  
Mr. Milton Altemand, Hahnville  
Ms. Deborah Reiser, Destréhan  
Mr. Chandra Goggin, Destréhan  
Mr. Peter Melner, spoke on behalf of his mother Shiley Hyde, Destréhan

Public Hearing Requirements Satisfied

Council Discussion  
Planning & Zoning Director Michael Albert spoke on the matter.  
Public Works/Wastewater Director Sam Scholle spoke on the matter.  
Mr. Cali spoke on the matter.  
Mr. Cali spoke on the matter.  
Legal Services Director Leon C. Vial, III, spoke on the matter.  
Mr. Steve Romano, Planning & Zoning Department, spoke on the matter.

Councilwoman Schexnaydre explained her reason for abstaining on the vote to Table File No. 2015-0028.

A motion was made by Councilmember Woodruff, seconded by Councilmember Fletcher, to Table File No. 2015-0028. The motion failed by the following vote:

**Yes:** 2 - Woodruff and Fletcher  
**May:** 8 - Lewis, Wilson, Benedetto, Hogan, Cochran and Fisher-Perrier

**Abstain:** 1 - Schexnaydre

Failed

Councilwoman Schexnaydre explained her reason for abstaining.

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

**Yes:** 1 - Woodruff  
**May:** 7 - Lewis, Wilson, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier

**Abstain:** 1 - Schexnaydre

Failed

**ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED**

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.

**Sponsor:** Mr. St. Pierre Jr. and Department of Legal Services

A motion was made by Councilmember Wilson, seconded by Councilmember Woodruff, to remove File No. 2014-0390 from the Table. The motion carried by the following vote:

**Yes:** 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier  
**May:** 0

Chief Administrative Officer Buddy Bae spoke on the matter.

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fletcher, to Reintroduce File No. 2014-0390 for public hearing on March 2, 2015. The motion carried by the following vote:

**Yes:** 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier  
**May:** 0

Reintroduced

2015-0003

An ordinance to amend the Zoning Ordinance of 1981, to change the land use zoning classification from CR-1 to R-2 at Lot A1 of Ormond Village, 14102 River Road, Destréhan as requested by Michelle Oubre.

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

A motion was made by Councilmember Benedetto, seconded by Councilmember Fletcher, to remove File No. 2015-0003 from the Table. The motion carried by the following vote:

**Yes:** 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier  
**May:** 0

Chief Administrative Officer Buddy Bae spoke on the matter.

A motion was made by Councilmember Benedetto, seconded by Councilmember Fisher-Perrier, to Reintroduce File No. 2015-0003 for public hearing on March 2, 2015. The motion carried by the following vote:

**Yes:** 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier  
**May:** 0

Reintroduced

**RESOLUTIONS**

2015-0044

A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for LA0073521 A143357 - Hahnville Wastewater Treatment Plant, and set forth the required action.

**Sponsor:** Mr. St. Pierre Jr. and Department of Wastewater

Reported:  
Wastewater Department Recommended: Approval

Wastewater Assistant Director L.J. Brady spoke on the matter.

**VOTE ON THE PROPOSED RESOLUTION**

**Yes:** 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier  
**May:** 0

Enactment No: 6135

2015-0045

A resolution to appoint Messrs. Thomas M. Flanagan and Sean P. Brady, of Flanagan Partners, LLP as Special Legal Counsel to represent the St. Charles Parish Council in the case of Mayor Mitchell J. Landrieu vs. St. Charles Parish Council, et al.

**Sponsor:** Ms. Schexnaydre, Mr. Lewis, Mr. Wilson, Mr. Woodruff, Ms. Benedetto, Mr. Hogan, Ms. Fletcher and Ms. Fisher-Perrier

Reported:  
Councilwoman Schexnaydre Recommended: Approval  
Councilman Lewis Recommended: Approval  
Councilman Wilson Recommended: Approval  
Councilman Woodruff Recommended: Approval  
Councilwoman Benedetto Recommended: Approval  
Councilman Hogan Recommended: Approval  
Councilwoman Fletcher Recommended: Approval  
Councilwoman Fisher-Perrier Recommended: Approval

Chief Administrative Officer Buddy Bae spoke on the matter.

**VOTE ON THE PROPOSED RESOLUTION**

**Yes:** 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier  
**May:** 0

Enactment No: 6190

**APPOINTMENTS**

2015-0047

A resolution to appoint a member to the Library Service District Board of Control as the District I Representative.

Vacancy Announced

**ADJOURNMENT**

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fletcher, to adjourn the meeting at approximately 8:29 pm. The motion carried by the following vote:

**Yes:** 8 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier  
**May:** 0

**Absent:** 1 - Benedetto

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Tiffany K. Clark  
Council Secretary

Publish March 12, 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, MARCH 2, 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.

2015-0046

INTRODUCED BY: LARRY COCHRAN, COUNCILMAN, DISTRICT V  
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION J  
JARVIS LEWIS, COUNCILMAN-AT-LARGE, DIVISION B  
TERRELL D. WILSON, COUNCILMAN, DISTRICT I  
WILLIAM BILLY WOODRUFF, COUNCILMAN, DISTRICT II  
WENDY BENEDETTO, COUNCILWOMAN, DISTRICT III  
PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV  
TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI  
JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII

ORDINANCE NO. 15-3-1

An ordinance approving and authorizing the Parish President of St. Charles Parish and the members of the St. Charles Parish Council to enter into and execute a settlement agreement in the case of Mayor Mitchell J. Landrieu vs. St. Charles Parish Council, et al., Case No. 12-8721.

WHEREAS, St. Charles Parish, the City of Kenner, the Mayor of the City of New Orleans, and the New Orleans Aviation Board entered into an Airport Expansion Agreement ("AEA") on October 17, 1985; and,

WHEREAS, the AEA addressed the expansion of the east-west runway at Louis Armstrong International Airport some 1,300 feet into St. Charles Parish; and,

WHEREAS, the AEA provided for a procedure by which a St. Charles Parish representative would be appointed to the New Orleans Aviation Board; and,

WHEREAS, the Mayor of the City of New Orleans filed a suit in 2012 challenging that appointment procedure entitled "Mayor Mitchell J. Landrieu, and his official capacity as Mayor of the City of New Orleans v. St. Charles Parish Council, et al.," Case No. 12-8721, pending in the Civil District Court for the Parish of Orleans (the "Lawsuit"); and,

WHEREAS, Mayor Landrieu, the President of the Parish of St. Charles and the St. Charles Parish Council have now agreed to settle the lawsuit on the terms set forth in the Settlement Agreement attached as Exhibit "A" (the "Settlement Agreement"); and,

WHEREAS, the President of the Parish of St. Charles and the St. Charles Parish Council wish to move forward with finalizing the settlement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the provisions of the Settlement Agreement, attached Exhibit "A" hereto, are approved.

SECTION II. That the President of St. Charles Parish and the members of the St. Charles Parish Council are authorized to execute the Settlement Agreement.

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 2nd day of March, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:   
SECRETARY:   
DIVISIONAL PRESIDENT:   
APPROVED: DISAPPROVED:

PARISH PRESIDENT:   
RETROSECRETARY:   
AT: 10:10a REC'D BY:

Exhibit "A"

**SETTLEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Mayor Mitchell J. Landrieu, in his official capacity as Mayor of the City of New Orleans, does hereby release, acquit, and forever discharge and hold harmless Defendants, St. Charles Parish Council; St. Charles Parish Council Members, Carolyn Schexnaydre, Jarvis Lewis, Terrell Wilson, William "Billy" Woodruff, Wendy Benedetto, Paul H. Hogan, Larry Cochran, Traci Fletcher, Julia Fisher-Perrier, all in their official capacities; and the St. Charles Parish President, V.J. St. Pierre in his official capacity, as well as all of their respective predecessors in office, agents, employees, servants, deputies, executive officers, insurers, self-insurance funds, assigns, and all other persons, firms or corporations liable or claimed to be liable, for any and all claims and demands, actions and causes of action, damages, costs, loss of services, wages, expenses, court costs, attorney's fees, and compensation of any kind or nature whatsoever on account of or in any way growing out of the selection, nomination, appointment, or approval of any member (or proposed member) of the New Orleans Aviation Board ("NOAB"), any personal or bodily injuries or death, property damages, medical expenses, equitable and any other damages whether known or unknown and, including without limitation, all claims alleged or that could have been alleged in Mayor Mitchell J. Landrieu, in his official capacity as Mayor of the City of New Orleans v. St. Charles Parish Council, et al., Orleans Parish Civil District Court Docket No. 12-8721 ("Lawsuit").

The Mayor, the listed members of the St. Charles Parish Council, and the St. Charles Parish President are sometimes referred to collectively as the "Parties."

Mayor Landrieu agrees to dismiss the Lawsuit with prejudice. The Defendants agree that the Mayor's obligations under the following paragraph contained in the October 17, 1985 Airport Expansion Agreement executed by the City of Kenner, the City of New Orleans, St. Charles Parish, and the New Orleans Aviation Board have been fulfilled (page 2 of the Airport Expansion Agreement):

The Mayor of the City of New Orleans shall provide an executive agreement stipulating that the current appointee to the New Orleans Aviation Board representing the Parish of St. Charles will remain as the Parish appointee until his term of office expires or is removed in accordance with the law. When the term of office of the current member expires, the new appointee will be designated by resolution of the St. Charles Parish Council and then appointed by the Mayor of the City of New Orleans.

Notwithstanding anything else in this Agreement, the Parties agree that whenever the term of any St. Charles Parish NOAB representative expires or any vacancy on the NOAB results from death, resignation, or removal of a St. Charles Parish representative, the St. Charles Parish Council (by Resolution and in accordance with the provisions of the St. Charles Parish Home Rule Charter), shall submit three proposed appointees from St. Charles Parish to the New Orleans Aviation Board to the Mayor of the City of New Orleans for consideration. The Mayor, consistent with his authority under Section 5-601 of the Home Rule Charter, shall consider the proposed appointees and determine which, if any, of the initial proposed appointees will be submitted to the New Orleans City Council for appointment and approval. If the Mayor determines that none of the proposed appointees will be submitted to the New Orleans City Council for appointment and approval, or if the New Orleans City Council does not approve of a proposed appointee, the St. Charles Parish Council shall (by Resolution in accordance with the provisions of the St. Charles Parish Home Rule Charter) submit three additional proposed appointees (who may include persons submitted previously whom the Mayor did not present to the New Orleans City Council for consideration). From this second list of nominees, the Mayor shall select one for presentation to the New Orleans City Council for approval. In all cases, the Parties agree to proceed with the nomination and selection process with all reasonable diligence and speed.

The Parties agree that nothing in this Settlement Agreement is inconsistent with the Mayor's rights and responsibilities set forth in Section 5-601 of the Home Rule Charter for the City.

The Parties further reaffirm all other provisions in that October 17, 1985 Airport Expansion Agreement executed by the City of Kenner, the City of New Orleans, St. Charles Parish, and the New Orleans Aviation Board, as if reproduced herein *in-extenso*.

It is further stipulated and agreed to by the undersigned that this Settlement Agreement expresses a full and complete compromise and settlement of all claims asserted in the Litigation and all operative facts recited therein.

The undersigned Parties now declare that this Settlement Agreement is made and executed by their and of their own free will after consultation with their attorneys; that they know all of the facts and rights in connection therewith, and that they have not been influenced, induced, or coerced to make this Settlement Agreement as a result of any act or action on the part of any employee, agent, attorney, or representative of or by the persons or entities in whose favor this Settlement Agreement is executed, or as the result of any promise or consideration not recited herein.

The Parties further represent that they have fulfilled any and all requirements necessary to provide them with the authority to sign this Settlement Agreement.

The Parties further represent and warrant that there is no impediment, restriction or limitation to the execution by the undersigned Parties of this Settlement Agreement or the dismissal with prejudice of the Lawsuit, or the complete and final effectiveness of either this Settlement Agreement or the dismissal of the Lawsuit.

This document may be executed in multiple counterparts which, taken together, shall comprise the entire Settlement Agreement.

Thus done and signed after reading this \_\_\_ day of \_\_\_, 2015.

WITNESSES:

Mayor Mitchell J. Landrieu in his official capacity as Mayor of the City of New Orleans

Notary Public

Thus done and signed after reading this 4th day of March, 2015.

WITNESSES:

Carolyn Schexnaydre in her official capacity as St. Charles Parish Councilwoman

Jarvis Lewis in his official capacity as St. Charles Parish Councilman

Terrell Wilson in his official capacity as St. Charles Parish Councilman, District 1

William Billy Woodruff in his official capacity as St. Charles Parish Councilman, District 2

Wendy Benedetto in her official capacity as St. Charles Parish Councilwoman, District 3

Paul H. Hogan in his official capacity as St. Charles Parish Councilman, District 5

Larry Cochran in his official capacity as St. Charles Parish Councilman, District 5

Traci Fletcher in her official capacity as St. Charles Parish Councilwoman, District 6

Julia Fisher-Perrier in her official capacity as St. Charles Parish Councilwoman, District 7

NOTARY PUBLIC

Thus done and signed after reading this 2nd day of March, 2015.

WITNESSES:

Carolyn Schexnaydre in her official capacity as St. Charles Parish Councilwoman

Jarvis Lewis in his official capacity as St. Charles Parish Councilman

Terrell Wilson in his official capacity as St. Charles Parish Councilman, District 1

William Billy Woodruff in his official capacity as St. Charles Parish Councilman, District 2

Wendy Benedetto in her official capacity as St. Charles Parish Councilwoman, District 3

Paul H. Hogan in his official capacity as St. Charles Parish Councilman, District 5

Larry Cochran in his official capacity as St. Charles Parish Councilman, District 5

Traci Fletcher in her official capacity as St. Charles Parish Councilwoman, District 6

Julia Fisher-Perrier in her official capacity as St. Charles Parish Councilwoman, District 7

NOTARY PUBLIC

2015-0048

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (COASTAL ZONE MANAGEMENT)

ORDINANCE NO. 15-3-2

An ordinance to approve and authorize the execution of a contract with Bertucci Contracting Company, LLC, for PO-43 East LaBranche Shoreline Protection Project, Coastal Impact Assistance Program, in the amount of \$3,489,000.00.

WHEREAS, sealed bids were received by St. Charles Parish on January 20, 2015, for the East LaBranche Shoreline Protection Project; and,

WHEREAS, Moffatt and Nichol, Inc., Chris Williams, P.E., the Engineer of Record for the project, has reviewed the bids and recommended that the contract be awarded to the low bidder, Bertucci Contracting Company, LLC, in the amount of \$3,489,000.00; and,

WHEREAS, all construction costs will be funded using a grant from the Coastal Impact Assistance Program as administered by the U.S. Fish

SECTION 00500

CONTRACT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Bureauc Contracting Company, LLC, hereinafter called the "Contractor", whose business address is P.O. Box 10382 Jefferson, La., and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

1.01 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:

The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Moffatt & Nichol, Inc.

1.02 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 December 2014, Addenda number 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), 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.

1.03 The Work is generally described as follows: construction of a 3,400 feet of a rock breakwater along the shoreline of Lake Poncechartrain.

ARTICLE 2

ENGINEER

2.01 The Project has been designed by Moffatt & Nichol who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

3.01 The Contractor shall complete all of the Work under the Contract within 270 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

Owner and Contractor recognize 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 these 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 two thousand five hundred dollars \$2,500 per day as Liquidated Damages for each day (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.

ARTICLE 5

CONTRACT PRICE

5.01 The amount to be paid to the Contractor by the Owner for completion of all work Owner will pay and the Contractor will accept in full consideration for the completion of all Work is:

a) (\$3,489,000) Three million four hundred and eighty nine thousand dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit prices items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.

6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.

6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:

- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.

6.05 The normal retainage shall not be due to the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.

6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.

6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.

6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.

7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or finishing of the Work as Contractor considers necessary for the performance of furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- a) Contract (Section 00500)
b) Performance Bond (Section 00611)
c) Payment Bond (Section 00610)
d) Insurance Certificates
e) Advertisement for Bids (Section 00010)
f) Louisiana Uniform Public Works Bid Form (Section 00300)
g) Addenda Number 1
h) Contract documents bearing the general title "East LaBranche Shoreline Protection, PO-43" dated December 2014.
i) Drawings, consisting of a cover sheet dated July 2014 and the sheets listed on Drawing G0002; each sheet bearing the following general title: East LaBranche Shoreline Protection, PO-43.
j) General Conditions (Section 00700)
k) Supplementary Conditions (if applicable for compliance purposes) (Section 00800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 9

MISCELLANEOUS

9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: Parish of St. Charles
By: \_\_\_\_\_ Title: \_\_\_\_\_
CONTRACTOR: Bureauc Contracting Company
By: \_\_\_\_\_ Title: \_\_\_\_\_
ATTEST: \_\_\_\_\_
By: \_\_\_\_\_ Title: \_\_\_\_\_

2015-0050
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF EMERGENCY PREPAREDNESS)

ORDINANCE NO. 15-3-3
An ordinance to approve and authorize the execution of an Engineering Services Contract between Huseman & Associates, LLC, and St. Charles Parish for the design and construction administration of the St. Charles Parish EOC Emergency Distribution and Grounding Systems.

WHEREAS, St. Charles Parish intends to re-design the existing emergency distribution system in an effort to improve reliability of the system located at the St. Charles Parish EOC, 15029 River Road, in Hahnville, and;
WHEREAS, it is the desire of the Parish to engage a qualified firm to provide professional electrical engineering services for the design and construction administration of said project for successful completion; and;
WHEREAS, it is the desire of the Parish and Huseman & Associates, LLC, to enter into an Engineering Services Contract for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Engineering Services Contract between Huseman & Associates, LLC, and St. Charles Parish for the design and construction administration of the St. Charles Parish EOC Emergency Distribution and Grounding System 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 and to act on behalf of St. Charles Parish in all matters pertaining to this project.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAVRE, LEWIS, WILSON, WOODRUFF, BINEDDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 2nd day of March, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_
SECRETARY: \_\_\_\_\_
CLERK/PARISH PRESIDENT: \_\_\_\_\_
APPROVED: \_\_\_\_\_
PARISH PRESIDENT: \_\_\_\_\_
RETROSECRETARY: \_\_\_\_\_
AT: 10:0a REC'D BY: \_\_\_\_\_

SINGLE PROJECT
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 HUSEMAN & ASSOCIATES, LLC, a limited liability company 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 St. Charles Parish EOC Emergency Distribution and Grounding Systems project as described in Ordinance No. 15-3-3 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 regulatory 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 the Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing electrical engineering services and construction administration.
2.1.2 In general, the Project consists of the Design and Construction Management of the following major elements:

Re-design of the existing emergency distribution system in an effort to improve reliability of the system including modifications to the emergency generator system, installation of a UPS system for the main IT Room, and a ground ring system for the main EOC and generator buildings.

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's 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

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 providing 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 identify 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 Contract (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 During the 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 Project Observation. Engineer shall conduct a project observation to determine if the work is substantially complete and a final project observation 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 these 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 Specify that the Contractor provide start-up services for the new equipment.
- 2.7.2 Specify that the Contractor provide training for Owner's staff to operate and maintain the new equipment.
- 2.7.3 Specify that the Contractor shall assemble 2 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference within 45 days from Contractor's Substantial Completion date for submission to the Engineer.
- 2.7.4 Specify that the Contractor shall assemble 2 complete sets of approved shop drawings in proper order for Owner's future reference within 45 days from Contractor's Substantial Completion date for submission to the Engineer.
- 2.7.5 Provide technical consultation, if required, when and if the Owner is dealing with a warranty item with the Contractor or manufacturer.
- 2.7.6 Specify that the Contractor shall provide assistance in connection with the refining and adjusting of new equipment or system.
- 2.7.7 Specify that the Contractor shall submit a refine set of "as built" drawings. Engineer shall prepare a final set of stamped project drawings to incorporate the Contractor-provided "as built" set of drawings 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 after receipt of Contractor's close-out documents to review the Contractor's close-out documents for completeness and submit final close-out documents to the Owner.
- 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.
- 3.0 SERVICES OF THE OWNER
- 3.1 Provide full information as to the requirements of the Project.
- 3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.
- 4.0 COMPENSATION
- 4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:
- 4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the project or a lump sum estimate by the Engineer (mark the method of compensation with an X)
- Percentage of construction method is to be used, the fee shall be determined by referring to curve \_\_\_ on page \_\_\_ (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.
- X Lump Sum amount of \$24,800.00 paid according to section 4.1.1.3
- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services 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:
    - Ten percent (10%) 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 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
      - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
    - For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the 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 2.3.3 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 subconsultants, 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 subconsultants 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 subconsultant 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 subconsultant 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 5.1.2.1 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 5.1.2.1 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.
- 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 its 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 any claims under Worker'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 damage to persons or property growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged 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 contractors 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) pleas 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]*  
V. J. St. Pierre, Jr.  
Parish President

WITNESSES: HUSEMAN & ASSOCIATES, LLC

*[Signature]*  
Jeffrey Huseman, P.E.  
President

2014-0390  
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF LEGAL SERVICES)  
ORDINANCE NO. 15-34

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

WHEREAS, the Parish is in need of additional property near the Parish Courthouse Complex in Hahnville to house offices and provide for future expansion; and

WHEREAS, Maderes's Garage, Inc. is the owner of a certain tract as described in the attached Cash Sale.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Sale by Maderes's Garage, Inc. to St. Charles Parish for the above described property in the amount of \$670,000.00 is hereby approved.

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

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

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

And the ordinance was declared adopted this 2nd day of March, 2015, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*  
SECRETARY: *[Signature]*  
DLDV/PARISH PRESIDENT: *[Signature]*  
APPROVED: *[Signature]* DISAPPROVED: *[Signature]*

PARISH PRESIDENT: *[Signature]*  
RET/SECRETARY: *[Signature]*  
AT 10:10am RECD BY: *[Signature]*

CASH SALE UNITED STATES OF AMERICA  
FROM: MADERE'S GARAGE, INC. STATE OF LOUISIANA  
TO: ST. CHARLES PARISH PARISH OF ST. CHARLES

BE IT KNOWN, that on this \_\_\_\_ day of January, in the year two thousand and fifteen (2015).

BEFORE ME, a Notary Public in and for the Parish of St. Charles, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

MADERE'S GARAGE, INC., a Louisiana corporation domiciled in St. Charles Parish, Louisiana, herein represented by its President, Jan G. Maderes, pursuant to Resolution of the Board of Directors, copy of which is attached hereto and made a part hereof, and whose mailing address is P. O. Box 447, Hahnville, Louisiana, 70057;

Hereinafter designed as "vendor" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor does by these presents sell, grant, bargain, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by V. J. St. Pierre, Jr., its Parish President, and whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. 15-34 adopted by the St. Charles Parish Council on the 2nd day of March, 2015, copy of which is attached hereto and made a part hereof;

hereinafter designed as "purchaser", herein present, accepting and purchasing and acknowledging delivery and possession of the following described property, to-wit:

A CERTAIN LOT OR PARCEL OF LAND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River measuring 92 & 2/3rds feet, more or less, front on the public road (I.e. Hwy. 18 or River Road) where it is now established, between parallel lines extending in depth to the western toe of the Mississippi River levee; bounded on the upper line by property of the heirs of Pascal Magliotta and on the lower line by property of St. Charles Parish (EOC Building). Improvements thereon bear municipal number 15042 River Road, Hahnville, Louisiana.

Said property is subject to a five foot (5') right-of-way in favor of Entergy Louisiana LLC dated March 4, 2013 and duly recorded at COB 782, folio 814.

Being the same property acquired by Maderes's Garage, Inc. from Mildred R. Maderes, et als by Act before Leon C. Vial, III, Notary, on September 11, 1995.

To have and to hold the said property unto the said purchaser forever. This present sale and conveyance is made and accepted for and in consideration of the sum and price of SIX HUNDRED SEVENTY THOUSAND AND NO/100THS (\$670,000.00) DOLLARS, lawful current money of the United States of America, which amount the said purchaser has paid in read CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

Vendor or vendors' representatives have been offered or provided, prior to the execution of this Act of Sale and transfer, the opportunity to fully inspect and examine any and all buildings and all things contained therein which comprise the premises being sold and transferred. The vendee knows and is satisfied with the physical condition of the premises in all respects, and the same is acceptable to vendee "as is" and vendor affirms and agrees that no representations, statements or warranties have at any time been made by Vendor(s) as to the physical condition or state of repair of the premises in any respect and that the purchase price takes into consideration the condition of the premises. Vendor waives all warranties pertaining thereto and vendee releases vendor from all environmental liabilities.

Vendor and vendee agrees, acknowledges and recognizes that this sale is in an "as is" condition, and accordingly, purchaser hereby releases and releases vendee and all previous owners thereof from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq.

All State, Parish and City taxes up to and including the taxes due and payable in 2014 are paid. The parties hereto waive any conveyance, mortgage, tax and any other certificates and relieve and release me, Notary, from any and all responsibility in connection therewith. The parties also acknowledge that no examination of the title has been made by me, Notary, and agree to relieve, release, defend, save hold harmless, and indemnify me, Notary, from any and all claims, liabilities, and responsibilities in connection therewith.

All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

THUS DONE, READ AND PASSED in Hahnville, St. Charles Parish, Louisiana, in the presence of the named undersigned witnesses who have hereunto signed their names with the parties and me, Notary, the day, month and year first above written.

WITNESSES: APPEARERS:  
MADERE'S GARAGE, INC.  
BY: JAN G. MADERE, PRESIDENT  
ST. CHARLES PARISH  
BY: V. J. ST. PIERRE, JR. PARISH PRESIDENT

NOTARY PUBLIC  
DAVID S. MOYER  
NO. 28166

2015-0055  
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT  
(BOND COUNSEL)  
RESOLUTION NO. 6137

A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to authorize the levy of a special tax (levies) therein; making application to the State Bond Commission in connection therewith; and providing for other matters in connection therewith.

BE IT RESOLVED by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), that:

SECTION 1. Election Call. Subject to the approval of the State Bond Commission, and under the authority conferred by Article VI, Sections 26, 30 and 32 of the Constitution of the State of Louisiana of 1974, 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 Parish 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:

MILLAGE PROPOSITION

Shall the Parish of St. Charles, State of Louisiana (the "Parish") levy a special tax of four (4) mills (the "Tax") on all property subject to taxation in the Parish (an estimated \$4,800,000 reasonably expected at this time to be collected from the levy of the Tax for an entire year), for a period of thirty (30) years, beginning with the year 2015 and ending with the year 2044, for the purpose of paying any costs associated with constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish?

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 Parish, published in Boutte, Louisiana, and being the official journal of the Parish, 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 Council Chambers, 15045 Hwy. 18 (River Road), Hahnville, Louisiana, on MONDAY, MAY 18, 2015, at SIX O'CLOCK (6:00) P.M., and shall then and there in open and public session proceed to examine and canvass the returns and declare the results 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 said election for the meeting of the Governing Authority to be held on Monday, May 18, 2015, as provided in Section 3 hereof. All registered voters in the Parish 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 Chairman 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 levy and collect the special tax 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.

SECTION 9. 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 Monday, January 28, 2015 and published said announcement in the Official Journal on Thursday, January 29, 2015.

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 on this, the 2nd day of March, 2015.

CHAIRMAN: *[Signature]*  
SECRETARY: *[Signature]*  
DLDV/PARISH PRESIDENT: *[Signature]*  
APPROVED: *[Signature]* DISAPPROVED: *[Signature]*

PARISH PRESIDENT: *[Signature]*  
RET/SECRETARY: *[Signature]*  
AT 10:10am RECD BY: *[Signature]*

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), on March 2, 2015, NOTICE IS HEREBY GIVEN that a special election will be held within the Parish on SATURDAY, MAY 2, 2015, and that at the said election there will be submitted to all registered voters in the Parish 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:

MILLAGE PROPOSITION

Shall the Parish of St. Charles, State of Louisiana (the "Parish") levy a special tax of four (4) mills (the "Tax") on all property subject to taxation in the Parish (an estimated \$4,800,000 reasonably expected at this time to be collected from the levy of the Tax for an entire year), for a period of thirty (30) years, beginning with the year 2015 and ending with the year 2044, for the purpose of paying any costs associated with constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish?

The said special election will be held at the following polling places situated within the Parish, 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:

Ward	Precinct	Location
01	1	Killona Fire House, 216 Adams Street, Killona
01	2	Hahnville Elementary School, 628 Pine Street, Hahnville
01	2A	Hahnville Elementary School, 626 Pine Street, Hahnville
01	3	Eual J Landry Sr Middle School, 108 Tiger Circle, Hahnville
01	5	Luling Central Fire Station, 1603 Paul Mailard Road, Luling
01	6	Harry Hurst Middle School, 170 Road Runner Lane, Destrehan
02	1	Luling Elementary School, 904 Sugarhouse Road, Luling
02	2	Luling Elementary School, 904 Sugarhouse Road, Luling
02	3	St Charles Recreation Office, 12125 River Road, Luling
02	4	Arma Fire House, 104 Elien Street, Arma
02	5	Lakewood Elementary School, 501 E Heather Drive, Luling
02	5A	Lakewood Elementary School, 501 E Heather Drive, Luling
02	6	Harry Hurst Middle School, 170 Road Runner Lane, Destrehan
03	1	New Sarpy Elementary School, 130 Plantation Road, Destrehan
03	1A	New Sarpy Elementary School, 130 Plantation Road, Destrehan
03	1B	New Sarpy Elementary School, 130 Plantation Road, Destrehan
03	2	Ethel Schoeffner Elementary School, 140 Plantation Road, Destrehan
03	3	Destrehan High School, 1 Wildcat Drive, Destrehan
03	5	Ethel Schoeffner Elementary School, 140 Plantation Road, Destrehan
04	1	St Gertrude Education Center, 17336 LA 631, Des Allemands
04	1A	St Gertrude Education Center, 17336 LA 631, Des Allemands
04	2	Bayou Gauche Fire House, 410 First Street, Bayou Gauche
04	3	J E Martin Middle School, 434 South Street, Paradis

Ward	Precinct	Location
04	4	Hahnville High School, 200 Tiger Drive, Boutte
04	6	Mimosa Park Elementary School, 222 Birch Street, Luling
05	1	St Rose Elementary School, 230 Pirate Drive, St Rose
05	2	Harry Hurst Middle School, 170 Road Runner Lane, Destrehan
05	3	St Rose Elementary School, 230 Pirate Drive, St Rose
05	4	Albert Cammon Middle School, 234 Pirate Drive, St Rose
05	5	Albert Cammon Middle School, 234 Pirate Drive, St Rose
06	1	Zephrin L Peniloux Firehouse, 17830 River Road, Montz
06	2	Norco Elementary School, 102 Fifth Street, Norco
06	2A	Norco Elementary School, 102 Fifth Street, Norco

06	4	Union Hall, 601 Good Hope Street, Norco
06	6	Arterbury Building, 14564 River Road, New Sarpy
06	7	Arterbury Building, 14564 River Road, New Sarpy
06	8	Destrehan High School, 1 Wildcat Drive, Destrehan
06	9	Destrehan High School, 1 Wildcat Drive, Destrehan
07	1	Mimosa Park Elementary School, 222 Birch Street, Luling
07	2	Mimosa Park Elementary School, 222 Birch Street, Luling
07	2A	Mimosa Park Elementary School, 222 Birch Street, Luling
07	3	A A Songy Kindergarten Center, 523 E Heather Drive, Luling
07	3A	A A Songy Kindergarten Center, 523 E Heather Drive, Luling
07	4	Luling Elementary School, 904 Sugarhouse Road, Luling

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 Council Chambers, 15045 Hwy. 18 (River Road), Hahnville, Louisiana, on MONDAY, MAY 18, 2015, at SIX O'CLOCK (6:00) P.M., and shall then and there in open and public session proceed to examine and canvass the returns and declare the results of the said special election. All registered voters of the Parish are entitled to vote at said special election and voting machines will be used.

THUS DONE AND SIGNED at Hahnville, Louisiana, on this, the 2nd day of March, 2015.

ATTEST: *[Signature]* Larry Cochran, Chairman  
*[Signature]* Tiffany K. Clark, Secretary

2015-0090  
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT  
(BOND COUNSEL)  
RESOLUTION NO. 6138

A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to authorize the levy of a special tax (wastewater) therein; making application to the State Bond Commission in connection therewith; and providing for other matters in connection therewith.

BE IT RESOLVED by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), that:

SECTION 1. Election Call. Subject to the approval of the State Bond Commission, and under the authority conferred by Article VI, Sections 26, 30 and 32 of the Constitution of the State of Louisiana of 1974, 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 Parish 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:

MILLAGE PROPOSITION

Shall the Parish of St. Charles, State of Louisiana (the "Parish") levy a special tax of two and two-tenths (2.20) mills (the "Tax") on all property subject to taxation in the Parish (an estimated \$2,640,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 30 years, beginning with the year 2015 and ending with the year 2044, for the purpose of paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish, including those owned and operated by Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana, provided that said Tax shall not be levied in any year to the extent such levy would cause the combined millage levied to pay debt service on the Parish's General Obligation Refunding Bonds, Series 2012, and the millage from the Tax to total more than 2.20 mills in such year, adjusted as provided in the Louisiana Constitution?

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 Parish, published in Boutte, Louisiana, and being the official journal of the Parish, 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 Council Chambers, 15045 Hwy. 18 (River Road), Hahnville, Louisiana, on MONDAY, MAY 18, 2015, at SIX O'CLOCK (6:00) P.M., and shall then and there in open and public session proceed to examine and canvass the returns and declare the results 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 said election for the meeting of the Governing Authority to be held on Monday, May 18, 2015, as provided in Section 3 hereof. All registered voters in the Parish 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 Chairman 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 levy and collect the special tax 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.

SECTION 9. 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 Monday, January 28, 2015 and published said announcement in the Official Journal on Thursday, January 29, 2015.

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 on this, the 2nd day of March, 2015.

CHAIRMAN: *[Signature]*  
SECRETARY: *[Signature]*  
DLDV/PARISH PRESIDENT: *[Signature]*  
APPROVED: *[Signature]* DISAPPROVED: *[Signature]*

PARISH PRESIDENT: *[Signature]*  
RET/SECRETARY: *[Signature]*  
AT 10:10am RECD BY: *[Signature]*

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), on March 2, 2015, NOTICE IS HEREBY GIVEN that a special election will be held within the Parish on SATURDAY, MAY 2, 2015, and that at the said election there will be submitted to all registered voters in the Parish 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:

MILLAGE PROPOSITION

Shall the Parish of St. Charles, State of Louisiana (the "Parish") levy a special tax of two and two-tenths (2.20) mills (the "Tax") on all property subject to taxation in the Parish (an estimated \$2,640,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 30 years, beginning with the year 2015 and ending with the year 2044, for the purpose of paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish, including those owned and operated by Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana, provided that said Tax shall not be levied in any year to the extent such levy would cause the combined millage levied to pay debt service on the Parish's General Obligation Refunding Bonds, Series 2012, and the millage from the Tax to total more than 2.20 mills in such year, adjusted as provided in the Louisiana Constitution?

The said special election will be held at the following polling places situated within the Parish, 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:

Ward	Precinct	Location
01	1	Killona Fire House, 216 Adams Street, Killona
01	2	Hahnville Elementary School, 628 Pine Street, Hahnville
01	2A	Hahnville Elementary School, 626 Pine Street, Hahnville
01	3	Eual J Landry Sr Middle School, 108 Tiger Circle, Hahnville
01	5	Luling Central Fire Station, 1603 Paul Mailard Road, Luling
01	6	Harry Hurst Middle School, 170 Road Runner Lane, Destrehan
02	1	Luling Elementary School, 904 Sugarhouse Road, Luling
02	2	Luling Elementary School, 904 Sugarhouse Road, Luling
02	3	St Charles Recreation Office, 12125 River Road, Luling
02	4	Arma Fire House, 104 Elien Street, Arma
02	5	Lakewood Elementary School, 501 E Heather Drive, Luling
02	5A	Lakewood Elementary School, 501 E Heather Drive, Luling
02	6	Harry Hurst Middle School, 170 Road Runner Lane, Destrehan
03	1	New Sarpy Elementary School, 130 Plantation Road, Destrehan
03	1A	New Sarpy Elementary School, 130 Plantation Road, Destrehan

Table with 3 columns: Ward, Precinct, Location. Lists polling places for wards 03, 04, 05, and 06.

POLLING PLACES table with 3 columns: Ward, Precinct, Location. Lists polling places for wards 04, 05, 06, 07, and 08.

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 in respect to said election.

THIS DONE AND SIGNED at Hahnville, Louisiana, on this, the 2nd day of March, 2015.

ATTEST: /s/ Larry Cochran, Chairman; /s/ Tiffany K. Clark, Secretary.

2015-0056 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (BOND COUNSEL)

RESOLUTION NO. 6139 A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to authorize the levy of a special tax (disabled persons) therein; making application to the State Bond Commission in connection therewith; and providing for other matters in connection therewith.

BE IT RESOLVED by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), that:

SECTION 1. Election Call. Subject to the approval of the State Bond Commission, and under the authority conferred by Article VI, Sections 26, 30 and 32 of the Constitution of the State of Louisiana of 1974, 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 Parish 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:

MILLAGE PROPOSITION

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), levy a special tax of seven-tenths (.70) mills on all the property subject to taxation in the Parish (an estimated \$943,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2015 and ending with the year 2024, for the purpose of operating, maintaining and constructing facilities and for providing services associated with the ARC of St. Charles for all people with intellectual and developmental disabilities in St. Charles Parish?

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 Parish, published in Boutte, Louisiana, and being the official journal of the Parish, 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 Council Chambers, 15045 Hwy. 18 (River Road), Hahnville, Louisiana, on MONDAY, MAY 18, 2015, at SIX O'CLOCK (6:00) P.M., and shall then and there in open and public session proceed to examine and canvass the returns and declare the results 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 said election for the meeting of the Governing Authority to be held on Monday, May 18, 2015, as provided in Section 3 hereof. All registered voters in the Parish will be entitled to vote at the said 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 Chairman 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 levy and collect the special tax provided for herein. 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.

SECTION 9. 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 Monday, January 26, 2015 and published said announcement in the Official Journal on Thursday, January 29, 2015.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows: YEAS: SCHEXNAYDRE, LEWIS, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN; NAYS: NONE; ABSENT: FLETCHER, FISHER-PERRIER.

And the resolution was declared adopted on this, the 2nd day of March, 2015. ATTEST: /s/ Larry Cochran, Chairman; /s/ Tiffany K. Clark, Secretary.

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), on March 2, 2015, NOTICE IS HEREBY GIVEN that a special election will be held within the Parish on SATURDAY, MAY 2, 2015, and that at the said election there will be submitted to all registered voters in the Parish 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:

MILLAGE PROPOSITION

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), levy a special tax of seven-tenths (.70) mills on all the property subject to taxation in the Parish (an estimated \$943,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2015 and ending with the year 2024, for the purpose of operating, maintaining and constructing facilities and for providing services associated with the ARC of St. Charles for all people with intellectual and developmental disabilities in St. Charles Parish?

The said special election will be held at the following polling places situated within the Parish, 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 3 columns: Ward, Precinct, Location. Lists polling places for wards 01, 02, 03, and 04.

POLLING PLACES table with 3 columns: Ward, Precinct, Location. Lists polling places for wards 03, 04, 05, 06, 07, and 08.

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 therefor to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the Council Chambers, 15045 Hwy. 18 (River Road), Hahnville, Louisiana, on MONDAY, MAY 18, 2015, at SIX O'CLOCK (6:00) P.M., and shall then and there in open and public session proceed to examine and canvass the returns and declare the results of the said special election. All registered voters of the Parish are entitled to vote at said special election and voting machines will be used.

THIS DONE AND SIGNED at Hahnville, Louisiana, on this, the 2nd day of March, 2015.

ATTEST: /s/ Larry Cochran, Chairman; /s/ Tiffany K. Clark, Secretary.

2015-0076 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF FINANCE)

RESOLUTION NO. 6140 A resolution adopting a Louisiana Compliance Questionnaire as a required part of St. Charles Parish's annual financial and compliance audit.

WHEREAS, the Legislative Auditor requires that a Louisiana Compliance Questionnaire be completed by the Parish and adopted by the Parish Council; and,

WHEREAS, the questionnaire must be presented to the auditor at the beginning of the annual audit; and,

WHEREAS, the auditor will test the accuracy of the response to the questionnaire during the course of his audit;

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby resolve that the attached Louisiana Compliance Questionnaire for St. Charles Parish be and is hereby adopted. 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.

And the resolution was declared adopted this 2nd day of March, 2015 to become effective five (5) days after publication in the Official Journal.

ATTEST: /s/ Larry Cochran, Chairman; /s/ Tiffany K. Clark, Secretary.

2015-0089 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (ST. CHARLES PARISH COUNCIL)

RESOLUTION NO. 6141 A resolution requesting the members of the Louisiana Federal delegation to request President Barack Obama to extend the public comment period until June 30, 2015, on Executive Order 13690 and pass legislation delaying implementation until NACOs and state and local governments are consulted on the impacts of the executive order.

WHEREAS, The President issued Executive Order 13690 creating a Federal Flood Risk Management Standard that directs all agencies to use one of three resiliency criteria in their policies, projects, and programs receiving federal funding; and,

WHEREAS, On January 30th 2015 President Obama signed an Executive Order "Establishing a Federal Flood Risk Management Standard and a process for further soliciting and considering stakeholder input." Among other things, this EO made amendments to a May, 1977 EO 13690 on Federal Policy on Floodplain Management; and,

WHEREAS, The Executive Order expands the flood plain to either: the best available climate change science, two to three feet above the 100 year flood plain, or the 500 year flood plain; and,

WHEREAS, the 500 year flood plain in most of South Louisiana is the top of the Mississippi River levees which would place most areas in the newly expanded flood plain and restrict federal investment; and,

WHEREAS, Executive Order 13690 could prohibit federal agencies from making any federal investment in the expanded floodplain through any policy, project, or program. Possible federal programs/projects impacted could include: SBA, HUD, DOT, TIGER grants, the National Flood Insurance Program, Federally backed home and business loans, Army Corps of Engineers, USDA, and Disaster Response; and,

WHEREAS, the National Association of Counties (NACo) passed a national resolution urging the President to extend the public comment period and requested Congress and the President to direct all federal agencies to engage with NACo and state and local government agencies prior to implementation; and,

WHEREAS, the Parish asks the Louisiana federal delegation to request President Barack Obama to extend the public comment period until June 30, 2015, on Executive Order 13690 and pass legislation delaying implementation until NACOs and state and local governments are consulted on the impacts of the executive order.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request the members of the Louisiana Federal delegation to request President Barack Obama to extend the public comment period until June 30, 2015, on Executive Order 13690 and pass legislation delaying implementation until NACOs and state and local governments are consulted on the impacts of the executive order.

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 2nd day of March, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]; SECRETARY: [Signature]; DLVOPARISH PRESIDENT: [Signature]; APPROVED: [Signature]; DISAPPROVED: [Signature]; PARISH PRESIDENT: [Signature]; RETROSECRETARY: [Signature]; AT: [Signature]; REC'D BY: [Signature].

2015-0079 INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION A JARVIS LEWIS, COUNCILMAN-AT-LARGE, DIVISION B TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT I WILLIAM BILLY WOODRUFF, COUNCILMAN, DISTRICT II WENDY BENEDETTO, COUNCILWOMAN, DISTRICT III LARRY COCHRAN, COUNCILMAN, DISTRICT V

RESOLUTION NO. 6142 A resolution requesting the Louisiana Department of Transportation and Development to take the steps needed to raise the Speed Limit on LA Highway 305 in St. Charles Parish from a point 500 feet south of Barber Road to a point 500 feet north of Grand Bayou Road from 50 MPH to 55 MPH.

WHEREAS, it is the responsibility of the Department of Transportation and Development to provide for the safe and orderly movement of traffic on state Highways; and,

WHEREAS, the median speed on this section of roadway having paved shoulders is in excess of the posted 50 mph speed limit due to the existence of the shoulders and the desolate area the road travels through; and,

WHEREAS, LA 306 currently is in the process of being repaved making it safer and warranting an increase in the current posted speed limit; and,

WHEREAS, for the safety of all St. Charles Parish residents and all motorists who travel LA 306, the St. Charles Parish Council is requesting a speed limit increase from 50 MPH to 55 MPH.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request the Louisiana Department of Transportation and Development take the steps needed to raise the Speed Limit on LA Highway 305 in St. Charles Parish from a point 500 feet south of Barber Road to a point 500 feet north of Grand Bayou Road from 50 MPH to 55 MPH. BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to Governor Bobby Jindal, Senator Gary L. Smith, Jr., Representative Gregory A. Miller, Representative Randal L. Gaines, Department of Transportation and Development Secretary Ms. Sherri H. LaBas, Department of Transportation and Development Traffic Operations Engineer Mr. Scott G. Boyle, and Department of Transportation and Development Legislative Liaison Mr. Roy Quezaira.

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 2nd day of March, 2015 to become effective five (5) days after publication in the Official Journal.

ATTEST: [Signature]; SECRETARY: [Signature]; DLVOPARISH PRESIDENT: [Signature]; APPROVED: [Signature]; DISAPPROVED: [Signature]; PARISH PRESIDENT: [Signature]; RETROSECRETARY: [Signature]; AT: [Signature]; REC'D BY: [Signature].

2015-0052 RESOLUTION NO. 6143 A resolution to appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish Hospital.

WHEREAS, There exists a vacancy on the ST. CHARLES PARISH COMMUNICATIONS DISTRICT due to the resignation of Mr. Fred Martinez on December 17, 2014; and,

WHEREAS, It is the desire of the Parish Council to fill this vacancy; and,

NOW, THEREFORE, BE IT RESOLVED, that Ms. Jean Hill, P.O. Box 87, Luling, LA 70707 is hereby appointed to fill the unexpired term on the ST. CHARLES PARISH COMMUNICATIONS DISTRICT and,

BE IT FURTHER RESOLVED that said appointment shall be effective IMMEDIATELY and shall expire AUGUST 19, 2018.

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 2nd day of March, 2015, to become effective five (5) days after publication in the Official Journal.

ATTEST: [Signature]; SECRETARY: [Signature]; DLVOPARISH PRESIDENT: [Signature]; APPROVED: [Signature]; DISAPPROVED: [Signature]; PARISH PRESIDENT: [Signature]; RETROSECRETARY: [Signature]; AT: [Signature]; REC'D BY: [Signature].

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

ATTEST: [Signature]; TIFFANY K. CLARK, COUNCIL SECRETARY.

Publish March 12, 2015

PUBLIC NOTICE

SHERIFF'S SALE

SHERIFF'S SALE SHERIFF'S OFFICE Suit No: (45) 75077-D Date: Thursday, December 18, 2014

WELLS FARGO BANK, NA VS MICHAEL DAMIAN JACKSON, 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 FIERI FACIAS directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, DECEMBER 2, 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, MARCH 18, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to-wit:

Two certain lots of ground, together with all of the buildings and improvements thereon, etc., situated in the Parish of St. Charles, State of Louisiana, in the Town of Norco, designated as Lots Nos. 19 and 20 of Block A, which said lots adjoin each other and measure as follows: Lot No. 19 measures 30 feet, 11 inches front on Good Hope Street, by a depth of 137 feet, 5 inches, between equal and parallel lines. Lot No. 20 measures 30 feet, 11 inches front on Good Hope Street, by a depth of 137 feet, 5 inches, between equal and parallel lines, said two lots are situated in the subdivision known as Good Hope; 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 TWENTY-TWO THOUSAND SEVEN HUNDRED THREE AND 74/100 (\$22,703.74) 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

RACE: White; SEX: Female; DOB: 04/27/1982; HGT: 5'0"; WGT: 140; HAIR COLOR: Brown; EYE COLOR: Green.

PUBLISH: March 12 & 19, 2015

PUBLIC NOTICE

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of Low and High alcoholic content at retail in the Parish of St. Charles at the following address: Little Tokyo, 13371 US 90, Ste A, Boutte, LA 70039

Member: Yan Tao

PUBLISH: March 12 & 19, 2015

PUBLIC NOTICE

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the St Charles Parish Crawfish Cook-Off Festival at 1940 Ormond Blvd in Destrehan, La. on May 15, 16 & 17, 2015 from Friday, 6:00 p.m. til 10:00p.m., Saturday, 8:00a.m.-10:00p.m., Sunday, 11:00a.m.- 9:00p.m., in the parish of St. Charles.

Alcohol will be served at this event.

Friday, May 15, 2015 Saturday, May 16, 2015 Sunday, May 17, 2015

Publish on March 12 & 19, 2015

CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. PUBLISH ON: February 12, 2015 March 12, 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

SHERIFF'S SALE SHERIFF'S OFFICE Suit No: (45) 77265-D Date: Wednesday, December 17, 2014 CITIFINANCIAL SERVICING LLC VS JOHN F. GORDON, 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: FRIDAY, SEPTEMBER 13, 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, MARCH 18, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

All that certain parcel of land, situate, lying and being in St. Charles Parish, State of Louisiana, and known as Lot 25 and 26 Luling Heights Sub-division, Section A, and more fully described as a metes and bounds property 4n Deed Book 514 Page 56; subject to restrictions, servitudes, rights-of-vvay and outstanding mineral rights of record affecting the property.

Being the same property conveyed by fee simple Deed from Edward Jerome Goellner and Lydia Cameron Goellner, represented by their agent, Missy Danford, by virtue of Power of Attorney to John F. Gordon, dated 09/30/1996 recorded on 10/04/1996 in Book 514, Page 56 in Saint Charles Parish records, State of LA.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED THIRTY THOUSAND TWO HUNDRED FORTY-FIVE AND 68 / 100 (\$130,245.68) 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: February 12, 2015 March 12, 2015 ATTORNEY FOR PLAINTIFF: Rachael Williams 1505 North 19th Street P.O. Box 2867 Monroe, LA 71207-2867 318-388-1440 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE SHERIFF'S OFFICE Suit No: (45) 77813-E Date: Wednesday, January 21, 2015 CAPITAL ONE, N.A. VS THE UNOPENED SUCCESSION OF WILLIAM AMES LOWRANCE A/K/A WILLIAM A. LOWRANCE A/K/A WILLIAM LOWRANCE 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 FIERI FACIAS directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, DECEMBER 22, 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, APRIL 15, 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 ALL RIGHTS WAYS PRIVILEGES, SERVITUDES, AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE PARISH OF ST. CHARLES, ON THE LEFT DESCENDING BANK OF THE MISSISSIPPI RIVER, IN WHAT IS KNOWN AS SUB-DIVISION OF A PORTION OF THE EAST HALF OF LOT B OF GOOD HOPE PLANTATION AT NORCO ST. CHARLES PARISH, LOUISIANA AS PER PLAN OF

SURVEY OF EM COLLIER, SURVEYOR, DATED JUNE 20, 1952, A COPY OF WHICH IS RECORDED IN THE OFFICE OF THE CLERK OF COURT AND REGISTRAR OF CONVEYANCE FOR THE PARISH OF ST. CHARLES FOR REFERENCE AND FURTHER ON A SURVEY BY HAROLD J. FLYNN, LAND SURVEYOR DATED OCTOBER 12, 1976, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF SAID LOT OF GROUND IS MORE FULLY DESCRIBED AS FOLLOWS TO WIT: AND ACCORDING TO SAID PLAN OF SURVEY THE ONE (1) CERTAIN LOT OR PORTION OF GROUND IS DESIGNATED AS LOT ELEVEN (11) AND MEASURES SEVENTY ONE AND 43/100 (71.43) FEET FRONT OR WIDTH ON A FORTY FOOT ROAD (MARINO DRIVE) BY A DEPTH BETWEEN EQUAL AND PARALLEL LINES, OF EIGHTY FOUR AND 4/10 (84.4) FEET And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FORTY-ONE THOUSAND SIX HUNDRED SIXTY-SEVEN AND 93/100 (\$41,667.93) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. PUBLISH ON: March 12, 2015 April 09, 2015 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Corey J. Giroir P.O. Box 87379 13541 Tiger Bend Baton Rouge, LA 70879 225-756-0373 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFFS SALE SHERIFFS OFFICE Suit No: (45) 78725-C Date: Tuesday, January 27, 2015 BANK OF AMERICA, N.A. VS JONATHAN W. DAVIS, 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, OCTOBER 14, 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, APRIL 15, 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, being a resubdivision of Parcel "BE" Boutte Estates into KING'S ESTATES, PHASE I, Lots 401 through 428 and Parcel A in Sections 88, 89 & 90, T13S-R20E as shown on survey by Lucien C. Gassen, PLS dated August 13, 2007, approved by the St. Charles Planning & Zoning on September 17, 2007 and approve by the Parish President on September 18, 2007 and recorded at COB 698, folio 8031 in the records of St. Charles Parish, LA and incorporated herein by reference. The two lots mortgaged herein are lots 404 and 422 and are more particularly described as follows: LOT 422 measures a distance of 74.00 feet front on Boutte Estates Drive, a width of 74.02 feet in the rear, by a depth of 85.74 feet adjacent to Lot 423, and a depth of 84.29 feet adjacent to Lot 421. All as more fully shown on survey by Lucien Gassen dated January 23, 2008 attached to an act recorded at MOB 1259, folio 506 in the records of St. Charles Parish, LA and incorporated herein by reference.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED TWENTY-EIGHT AND 22 / 100 (\$146,628.22) 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: March 12, 2015 April 09, 2015 ATTORNEY FOR PLAINTIFF: Daniel A Reed 8550 United Plaza Blvd. Baton Rouge, LA 70809 SCSO-CIV-209-0402

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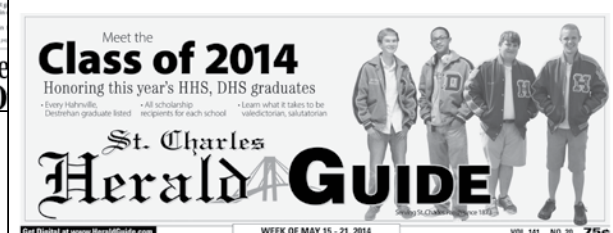
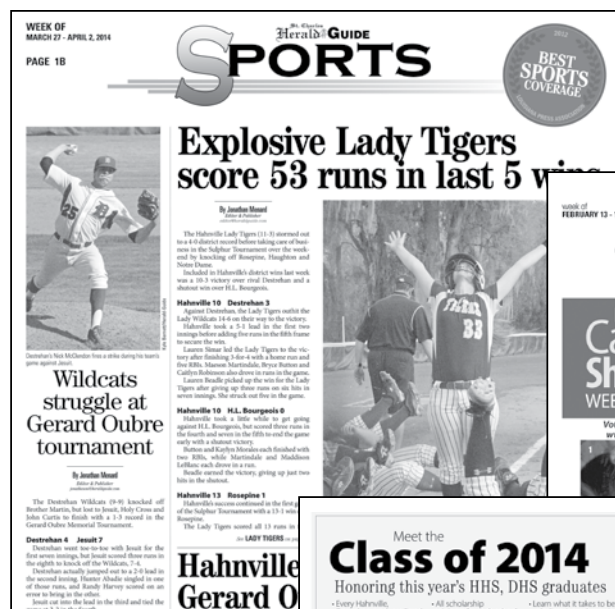
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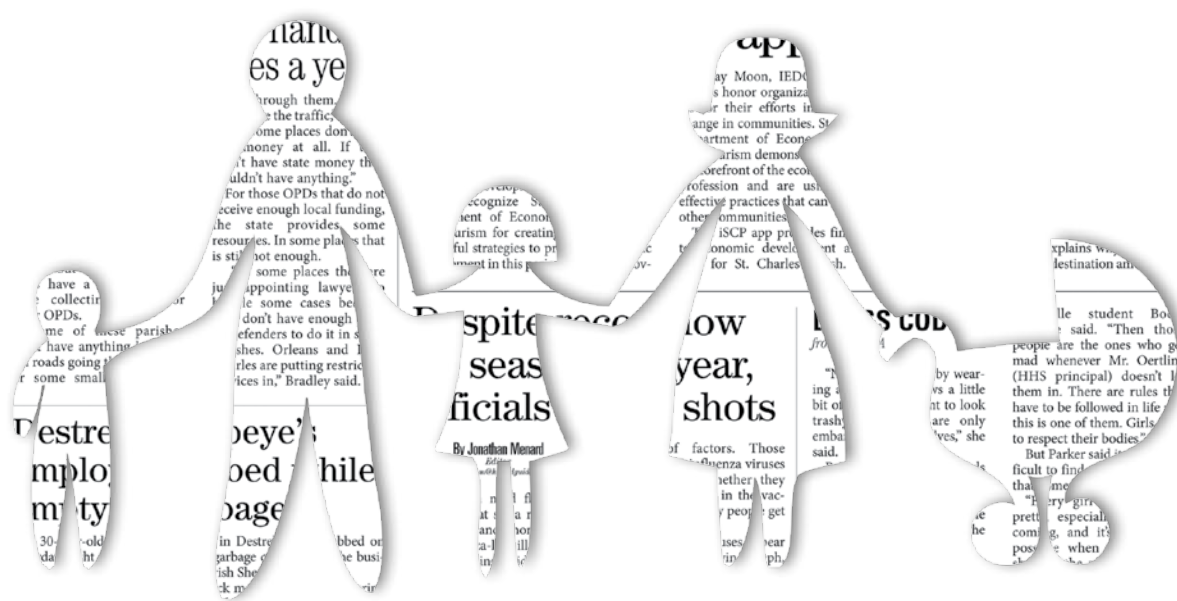
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