

# LEGALIS

## ST. CHARLES PARISH PUBLIC NOTICES



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Councilwoman, District VII  
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Carolyn K. Schexnaydre  
Councilwoman At-Large,  
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### PUBLIC NOTICE

#### PUBLIC NOTICE

##### PUBLIC AUCTION

The St. Charles Parish President's Office will conduct a Public Auction of surplus vehicles, heavy equipment, office furniture and other miscellaneous items.

The Public Auction will be held Saturday, May 16, 2015 at 10:00 a.m. at the Winnwood Shopping Center located at 1313 Paul Mallard Road, Suite B (in the old Winn Dixie Store next to CVS).

Anyone interested may inspect items at the above stated location from 9:00 a.m. to 4:00 p.m., Friday, May 15, 2015, and the day of the Auction at 8:00 a.m. All surplus items are being sold as is where is, No warranty is given as to the usefulness or merchantability on any item(s) sold in the sale. Terms: cash, cashier's check or Bank Letter of Credit. All items purchased must be removed from the site the same day of the Auction - No exceptions and no refunds.

**SURPLUS EQUIPMENT:** Ford & Dodge Pickup Trucks, Ford Rangers, Ford & Dodge Dooley's, 2006 Ford Freestyle Van, Dump Trucks, Bush Hogs, Case Backhoe, Ford Tractor, Generator, Refrigerator, US Motors, Carrier A/C, Gardner Denver Blower, Televisions/Monitors, Keyboards, White Interior Doors, Office Furniture, File cabinets, Cabinet with Sink, Steel Shelving, Computers & Monitors, Tablets & Printers, Rolls of Carpet, Assorted Pumps, Control Panels, Bookshelves, Rolling office chairs, Stacking chairs, Camera Trailer, Landa Steam Cleaner, Dry Polymer System, Concrete Catch Basin, Switch Gear/MCC, Steel Platform, Misc. Valves, Exmark Lawn Mowers, Hypower Gearbox, Yokogawa Chart Recorder, Welding Gun, Zenith Switch Gear, Air Packs, Linksys Router/Wireless, Kitchen Table, Credenza, Microfilm Reader, Metal Drawers, Square D Transformer, Safelonica FPS VFD Drive, GE 15hp Motor, Sonic Solution Algae Control, Excavators, Dozers, Tractors, Stand-up Drill Press, Space heater, Excavator Bucket Thumb, 55 Gallon Plastic Drum Rack, Fuel Trailers, 4559 Yamaha 4-wheeler, Alignment Rack, International Dump Trucks.....

\*\*\*\*\*AND MUCH MORE\*\*\*\*\*

Details may be obtained by contacting Jill Schmill, Procurement Agent or Jeanne Johnson, Procurement Technician at the Parish Courthouse (985)783-5000.

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

AUCTION ADVERTISED:  
ST. CHARLES HERALD GUIDE  
April 16, 2015  
April 23, 2015  
April 30, 2015

### PUBLIC NOTICE



**ST. CHARLES PARISH**  
OFFICE OF THE PARISH PRESIDENT  
P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057  
(985) 783-5000 • Website: www.stcharlesgov.net

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

11:00 A.M., THURSDAY, MAY 14, 2015

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

#### ASPHALT PAVER - CRAWLER TRACK MOUNTED

DETAILED SPECIFICATIONS MAY BE PICKED UP OR MAILED BY CONTACTING JILL SCHMILL, CPPB, CPO, PROCUREMENT AGENT, AT THE PARISH COURTHOUSE (PHONE 985-783-5000) BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT <https://www.centralbidding.com>

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

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

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

BID ADVERTISED:  
ST. CHARLES HERALD GUIDE  
April 23, 2015  
April 30, 2015

### PUBLIC NOTICE

29<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. CHARLES  
STATE OF LOUISIANA  
NO. P-10,792 DIVISION  
SUCCESION OF  
THERESA ANN PHILLIP  
FILED: DEPUTY CLERK

#### NOTICE OF APPLICATION FOR SALE OF PROPERTY AT PRIVATE SALE

Notice is hereby given that Margaret P. Hauser and Marie P. Hogg, Co-Administratrices of this Succession have applied for an order authorizing them to sell the following described property for the price of \$59,900.00, 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 improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in Floral Acres Subdivision, being a portion of Live Oak Plantation, in Square No. 2, bounded by Azalea Drive, Aster Lane, Buttercup Drive, the Eastern line of Floral Acres and a public highway, and designated as Lot No. 22. All in accordance with survey of Adler Org. Jr. & Associates, C.E., dated March 13, 1994, which said Lot commences at a distance of 484 feet from the corner of Azalea Drive and Aster Lane and measures thence 53 feet front on Azalea Drive, same width in the rear, by a depth of 100 feet between said parallel lines. All in accordance with survey of Adler Org. Jr. & Associates, C.E., dated September 21, 1997.

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 1<sup>st</sup> day of April, 2015.

*Loise Marin*  
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

Publish April 9 & 30, 2015

### PUBLIC NOTICE

"Anyone knowing the whereabouts of Jason Lee Mayeaux, please contact Juanita R. Marino, Attorney, 985-764-1193."

Publish April 30, 2015

### PUBLIC NOTICE

"Anyone knowing the whereabouts of Maria Do Socorro Durando Leme, please contact Juanita R. Marino, Attorney, 985-764-1193."

Publish April 30, 2015

### PUBLIC NOTICE

#### ADVERTISEMENT FOR BIDS

The Port of South Louisiana (herein referred to as the "Owner") hereby solicits sealed bids for the Runway 35 Threshold Recovery - Lighting and NAV AID, St. John Airport, project described as follows:

**STATEMENT OF WORK (PEC Project No. 11174.05):** Runway lighting reconfiguration, wiring, conduit and concrete foundations for the relocation of existing PAPI and REILs to support a threshold adjustment.

Sealed Bids shall be addressed to the Port of South Louisiana, and delivered to the Port of South Louisiana Administration Office, 171 Belle Terre Blvd., LaPlace, Louisiana 70068, not later than 2:00 p.m., on the 19th day of May, 2015. Any bid received after the specified time and date will not be considered.

The sealed bids will be publicly opened and read aloud at 2:00 p.m. on the 19th day of May, 2015, at the Port of South Louisiana Administration Office, located at 171 Belle Terre Blvd., LaPlace, Louisiana 70068.

#### A PRE-BID CONFERENCE WILL BE HELD:

**TIME & DATE:** 10:00 a.m. Thursday, May 7, 2015  
**LOCATION:** St. John Airport  
Terminal Building  
355 Airport Road  
Reserve, LA 70084

Attendance at the Pre-Bid Conference is not mandatory in order to bid on the project; however, bidders are encouraged to attend. It is the responsibility of all potential bidders to visit the job site to assess the location and conditions prior to bidding.

The Instructions to Bidders, Bid Form, Contract, Plans, Specifications, and Forms of Bid Bond, Performance Bond and Payment Bond, and other bidding documents may be examined at the Port of South Louisiana Administration Office, 171 Belle Terre Blvd., LaPlace, Louisiana 70068 and at the office of the Engineer for the contract: Professional Engineering Consultants Corp, located at 7600 Innovation Park Drive, Baton Rouge, LA 70820- (225-769-2810). Copies shall be obtained at Engineer's office upon payment of a deposit of \$130.00. This deposit will be refunded upon request in accordance with R.S. 38:2212. Validation of the Contractor's license and classifications will be made prior to release of bid documents.

Pursuant to the Louisiana Revised Statute, Bidders may obtain Bid Documents as well as submit their bids and bid bonds, electronically. Official Electronic Bid Documents are available at Central Bidding. Central Bidding can be accessed at [www.centralbidding.com](http://www.centralbidding.com). For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814. To view bids, download, and receive bid notices by email, your company/agency will need to register at [www.centralbidding.com](http://www.centralbidding.com) prior to the deadline.

Contractors submitting bids shall be licensed under LA R.S. 37:2150-2164, Electrical Work. Other license classifications may, at the option of the Owner, be considered based upon a thorough review of the Contractor's past experience. The bidder shall show his license number on the bid and on the sealed envelope submitting the bid.

The Owner reserves the right to reject any and all bids for just cause; such actions will be in accordance with Title 38 of the Louisiana Revised Statutes.

In accordance with R.S. 38:2212(A)(1)(b), the provisions and requirements stated in the Bidding Documents shall not be waived by any entity.

It is the policy of the Department of Transportation (DOTD) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. All bidders shall make good faith efforts, as defined in 49 CFR Part 26, Regulations of the Office of Secretary of Transportation, to subcontract 10-20 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

The proposed contract is subject to the Buy American provision under 49 USC § 50101.

The proposed contract is under and subject to executive Order 11246 of September 24, 1965. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Specifications. Affirmative Action Requirements as well as goals for minority and female participation on contracts and subcontracts of \$10,000 or more are established within the Specifications.

The successful bidder will be required to submit Certifications regarding Foreign Trade Restrictions under 49 CFR part 30, Government Wide Debarment and Suspension as per 2 CFR part 180 and Nonsegregated Facilities as per 41 CFR § 60-1.8.

Attention to Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Davis Bacon Act Requirements.

The proposed contract is subject to applicable provisions of the Drug-Free Workplace Act.

This project is funded with federal grant funds. All applicable Federal, State, Local laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each Bidder must deposit with his/her bid, security in the amount of at least five percent (5%) of the total bid price, provided on the specified form and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable on the U. S. Department of Treasury Circular 570.

No bidder may withdraw his/her bid within forty-five (45) days after the actual date of the opening thereof.

#### OWNER PORT OF SOUTH LOUISIANA

BY: *Paul Aucoin, Executive Director*

#### PUBLICATION/DATES:

Thursday, April 23, 2015  
Thursday, April 30, 2015  
Thursday, May 7, 2015

### PUBLIC NOTICE

#### LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY SHELL CHEMICAL LP/NORCO CHEMICAL PLANT-EAST SITE/BOILERS PROPOSED PART 70 AIR PERMIT RENEWAL/MODIFICATION

The LDEQ, Office of Environmental Services, is accepting written comments on the Part 70 Air Permit Renewal/Modification for Shell Chemical LP, Norco Chemical Plant - East Site, P. O. Box 10, Norco, Louisiana for the Boilers. The facility is located at 1536 River Road, Norco, St. Charles Parish.

Shell Chemical LP, Norco Chemical Plant - East Site requested a renewal/modification to the current Boilers Permit No. 2283-V3 dated May 5, 2010.

This permit was processed as an expedited permit in accordance with LAC 33:1-Chapter 18.

The facility proposes the following modifications to the current permit:

- Incorporate PM<sub>10</sub> emissions in the permit which were not required to be reported earlier;
- Incorporate NESHAP, 40 CFR 63 Subpart DDDDD requirements, as appropriate;

Permitted emissions for the Boilers East based on the above referenced modification in tons per year are as follows:

Pollutant	Before	After	Change
PM <sub>10</sub> /PM <sub>2.5</sub>	520.22	520.23	+ 0.01
SO <sub>2</sub>	4305.83	4250.79	-55.04
NO <sub>x</sub>	2512.38	2512.38	-
CO	389.13	389.16	+0.03
VOC*	66.00	66.01	+0.01
Lead compounds	0.10	0.10	-
* Includes TAPs	0.67	0.67	-

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

Comments and requests for a public hearing or notification of the final decision can be submitted via personal delivery, U.S. mail, email, or fax. Comments and requests for public hearings must be received by 4:30 pm CST, Thursday, June 4, 2015. Delivery may be made to the drop-box at 602 N. 5<sup>th</sup> St., Baton Rouge, LA 70802. U.S. Mail may be sent to LDEQ, Public Participation Group, P.O. Box 4313, Baton Rouge, LA 70821-4313. (Emails may be submitted to [DEQ.PUBLICPARTICIPATION@LA.GOV](mailto:DEQ.PUBLICPARTICIPATION@LA.GOV) and faxed to (225) 219-3309.

Please see additional instructions for comment submission, hand delivery and information regarding electronic submission at <http://www.ldeq.louisiana.gov/permits/2015/06/04/2015-06-04-2015>. For more information regarding statewide email policies, go to <http://www.louisiana.gov/centralbidding>.

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

The permit application, proposed permit, and statement of basis are available for review at the LDEQ, Public Records Center, Room 127, 462 North 5<sup>th</sup> Street, Baton Rouge, LA. Viewing hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday (except holidays). The available information can also be accessed electronically on the Electronic Document Management System (EDMS) on the DEQ public website at [www.ldeq.louisiana.gov](http://www.ldeq.louisiana.gov).

Additional copies may be reviewed at St. Charles Parish Library - Norco Branch located at 197 Good Hope Street, Norco, LA 70079.

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

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

Permit public notices including electronic access to the proposed permit and statement of basis can be viewed at the LDEQ permit public notice webpage at <http://www.ldeq.louisiana.gov/permits/2015/06/04/2015-06-04-2015> and general information related to the public participation in permitting activities can be viewed at <http://www.louisiana.gov/permits/2015/06/04/2015-06-04-2015>.

Alternatively, individuals may elect to receive the permit public notices via email by subscribing to the LDEQ permit public notice List Server at [http://louisiana.gov/Service/Email\\_Notifications\\_DEQ\\_PP](http://louisiana.gov/Service/Email_Notifications_DEQ_PP).

All correspondence should specify A1 Number 26336, Permit Number 2283-V4, and Activity Number PER2014006.

PUBLISH: April 30, 2015

### PUBLIC NOTICE

#### ADVERTISEMENT FOR BIDS

The Port of South Louisiana (herein referred to as the "Owner") hereby solicits sealed bids for the Airfield Pavement Rehabilitation, St. John Airport, project described as follows:

**STATEMENT OF WORK (PEC Project No. 11174.05):** Removal of pavement markings, clean and seal cracks in asphalt pavement, apply asphalt emulsion seal coat and new pavement markings on runway, taxiways and apron.

Sealed Bids shall be addressed to the Port of South Louisiana, and delivered to the Port of South Louisiana Administration Office, 171 Belle Terre Blvd., LaPlace, Louisiana 70068, not later than 2:00 p.m., on the 19th day of May, 2015. Any bid received after the specified time and date will not be considered.

The sealed bids will be publicly opened and read aloud at 2:00 p.m. on the 19th day of May, 2015, at the Port of South Louisiana Administration Office, located at 171 Belle Terre Blvd., LaPlace, Louisiana 70068.

#### A PRE-BID CONFERENCE WILL BE HELD:

**TIME & DATE:** 1:00 p.m. Thursday, May 7, 2015  
**LOCATION:** St. John Airport  
Terminal Building  
355 Airport Road  
Reserve, LA 70084

Attendance at the Pre-Bid Conference is not mandatory in order to bid on the project; however, bidders are encouraged to attend. It is the responsibility of all potential bidders to visit the job site to assess the location and conditions prior to bidding.

The Instructions to Bidders, Bid Form, Contract, Plans, Specifications, and Forms of Bid Bond, Performance Bond and Payment Bond, and other bidding documents may be examined at the Port of South Louisiana Administration Office, 171 Belle Terre Blvd., LaPlace, Louisiana 70068 and at the office of the Engineer for the contract: Professional Engineering Consultants Corp, located at 7600 Innovation Park Drive, Baton Rouge, LA 70820- (225-769-2810). Copies shall be obtained at Engineer's office upon payment of a deposit of \$130.00. This deposit will be refunded upon request in accordance with R.S. 38:2212. Validation of the Contractor's license and classifications will be made prior to release of bid documents.

Pursuant to the Louisiana Revised Statute, Bidders may obtain Bid Documents as well as submit their bids and bid bonds, electronically. Official Electronic Bid Documents are available at Central Bidding. Central Bidding can be accessed at [www.centralbidding.com](http://www.centralbidding.com). For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814. To view bids, download, and receive bid notices by email, your company/agency will need to register at [www.centralbidding.com](http://www.centralbidding.com) prior to the deadline.

Contractors submitting bids shall be licensed under LA R.S. 37:2150-2164, Highway Street and Bridge Construction. Other license classifications may, at the option of the Owner, be considered based upon a thorough review of the Contractor's past experience. The bidder shall show his license number on the bid and on the sealed envelope submitting the bid.

The Owner reserves the right to reject any and all bids for just cause; such actions will be in accordance with Title 38 of the Louisiana Revised Statutes.

In accordance with R.S. 38:2212(A)(1)(b), the provisions and requirements stated in the Bidding Documents shall not be waived by any entity.

It is the policy of the Department of Transportation (DOTD) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. All bidders shall make good faith efforts, as defined in 49 CFR Part 26, Regulations of the Office of Secretary of Transportation, to subcontract 10-20 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

The proposed contract is subject to the Buy American provision under 49 USC § 50101.

The proposed contract is under and subject to executive Order 11246 of September 24, 1965. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Specifications. Affirmative Action Requirements as well as goals for minority and female participation on contracts and subcontracts of \$10,000 or more are established within the Specifications.

The successful bidder will be required to submit Certifications regarding Foreign Trade Restrictions under 49 CFR part 30, Government Wide Debarment and Suspension as per 2 CFR part 180 and Nonsegregated Facilities as per 41 CFR § 60-1.8.

Attention to Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Davis Bacon Act Requirements.

The proposed contract is subject to applicable provisions of the Drug-Free Workplace Act.

This project is funded with federal grant funds. All applicable Federal, State, Local laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each Bidder must deposit with his/her bid, security in the amount of at least five percent (5%) of the total bid price, provided on the specified form and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable on the U. S. Department of Treasury Circular 570.

No bidder may withdraw his/her bid within forty-five (45) days after the actual date of the opening thereof.

#### OWNER PORT OF SOUTH LOUISIANA

BY: *Paul Aucoin, Executive Director*

#### PUBLICATION/DATES:

Thursday, April 23, 2015  
Thursday, April 30, 2015  
Thursday, May 7, 2015

### PUBLIC NOTICE

#### - 14 - WEST LAKE SALVADOR FIELD 15-333

#### LEGAL NOTICE

#### STATE OF LOUISIANA, OFFICE OF CONSERVATION, BATON ROUGE, LOUISIANA.

In accordance with the laws of the State of Louisiana, and with particular reference to the provisions of Title 30 of Louisiana Revised Statutes of 1950, a public hearing will be held in the Hearing Room, 1<sup>st</sup> Floor, LaSalle Building, 617 North 7<sup>th</sup> Street, Baton Rouge, Louisiana, at 9:00 a.m. on WEDNESDAY, MAY 27, 2015, upon the application of TRI-C RESOURCES, LLC.

At such hearing the Commissioner of Conservation will consider evidence relative to the issuance of Orders pertaining to the following matters relating to the Cris I Zone, Reservoir L, in the West Lake Salvador Field, Lafourche and St. Charles Parishes, Louisiana.

- To establish rules and regulations and create one (1) drilling and production unit for the exploration for and production of oil and gas from the Cris I Zone, Reservoir L.
- To force pool and integrate all separately owned tracts, mineral leases and other property interests within the proposed unit, with each tract sharing in unit production on a surface acreage basis of participation.
- To designate Tri-C Resources, LLC as operator of the proposed unit, and to designate its S.L. 20937 No. 1 ST Well as the unit well, at the location shown on the plat submitted with the application.
- To provide that any future wells drilled to the Cris I Zone, Reservoir L, within or outside of the proposed unit, should be located in accordance with the spacing provisions of Statewide Order No. 29-E.
- To provide that the Commissioner of Conservation should be authorized to reclassify the reservoir by Supplemental Order without the necessity of a public hearing if the producing characteristics of the reservoir change and evidence to justify such reclassification is submitted to and accepted by the Commissioner of Conservation.
- To consider such other matters as may be pertinent.

The Cris I Zone, Reservoir L is hereby defined as being the stratigraphic equivalent of the oil and gas bearing zone with a top of 10,975' (electrical log measurement) in the Caskey Energy, LLC-SL 19774 No. 1 Well and a base of 13,912' (electrical log measurement) in the Square Mile Energy, LLC-SL 20645 No. 2 Well, located in Township 16 South, Range 21 East.

A plat is available for inspection in the Office

**PUBLIC NOTICE**

**ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, MAY 4, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:**

**2015-0138** (4/20/15, St. Pierre, M. Albert)  
An ordinance approving and authorizing a Home Occupation under the operation of Shelley Rainey - "Bethune Services, LLC" - a company offering food management services, building construction, highway, street & bridge construction, mold Remediation, home remodels, new construction, janitorial and building maintenance services at 500 Ormond Boulevard.

**2015-0139** (4/20/15, St. Pierre, M. Albert)  
An ordinance approving and authorizing a Home Occupation operated by Dwane Babin - "B + W Investigations, LLC" - a private investigations agency at 200 Ciravola Lane, Boutte.

**2015-0142** (4/20/15, St. Pierre, J. Diaz)  
An ordinance to approve and authorize the Execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 1, 2015 through July 9, 2015.

**2015-0145** (4/20/15, St. Pierre, S. Scholle)  
An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No P090301 Fairfield and Oakland Conveyance and Pump Station Upgrades, to balance the contract quantities with actual quantities resulting in an increase of \$19,295.00 and a decrease in time of twelve (12) days.

**2015-0146** (4/20/15, St. Pierre, S. Scholle)  
An ordinance to amend Ordinance No. 15-4-7, which approved and authorized the Lafourche Basin Levee District to purchase and/or expropriate the necessary real estate interest to a portion of land owned by Willowridge Estates, LLC, designated as Parcel 7-4 for the West Bank Hurricane Protection Levee, Phase II - Perimeter of Willowridge Estates from the Blouin Canal to the Davis Pond Guide Levee, St. Charles Parish, Louisiana, Sta. 100+00.00 to Sta. 212+46.34, and authorized the transfer of the necessary funding thereof, to revise the fourth "WHEREAS" and "SECTION II."

**2015-0147** (4/20/15, St. Pierre, L. Vial)  
An ordinance to approve and authorize the execution of an Act of Sale by First National Bank USA FKA FIRST NATIONAL BANK OF ST. CHARLES PARISH for certain property located at 590 Apple Street, Norco for the Norco Branch Library.

**2015-0148** (4/20/15, St. Pierre, G. Dussom)  
An ordinance to amend the 2015 Consolidated Operating and Capital Budget to add revenues and associated expenses for Fund 001 - General Fund. Fund 105 Road Lighting, Fund 113 - Recreation, and Capital Projects Fund 310 - Westbank Hurricane Protection levee unexpended in 2014 for various projects and services.

**2015-0149** (4/20/15, St. Pierre, G. Dussom)  
An ordinance to amend the 2015 Consolidated Operating and Capital Budget, Amendment No. 5, to add a total of \$1,489,324 in grant revenues for Fund 001 - General Fund and to add associated expenses for Fund 001 - General Fund - Emergency Operations Subsidiary (001-410711) totaling \$1,313,611 Contractual and Professional Services related to homeowner elevations; to add expenditures and related revenues for Fund 113 - Recreation totaling \$124,800 for Improvements other than Buildings - Rathborne Park; to add Grant Revenues and related expenditures totaling \$731,255 to fund 313 LCDBG Public Facilities Construction for the Killona Force Main Extension Project; and to add Grant Revenue of \$68,745 and related expenses as well as to add \$96,940 for Architectural/Engineering Fees under fund 401 - Wastewater for the Killona Force Main Extension Project.

**2015-0150** (4/20/15, St. Pierre, S. Scholle)  
An ordinance to 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, the withholding of liquidated damages, Change Order No. Two (2) - Final, and settlement.

**PUBLISH: April 23, 30, 2015**

**PUBLIC NOTICE**

SECTION 00010

**ADVERTISEMENT FOR BIDS**

The Parish of St. Charles, hereby advertises bids for construction of Cousins Pump Station. Project No. P130101 as follows:

Owner: St. Charles Parish

Project Title: Cousins Pump Station Discharge Pipe Replacement

Project No.: P130101

Principal Work Location: The contract work will be located generally at Cousins Pump Station in St. Charles Parish.

Description of Basic Work: The contract work comprises of removing and replacing approximately 200 LF of 48" diameter x 1/2" w.t. steel discharge piping (for two (2) pipes) (including coat tar epoxy coating, excludes any internal lining on steel pipe).

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 2<sup>nd</sup> Floor, 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 May 26, 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, Meyer Engineers, Ltd., 4937 Hearst Street, Suite 1B, Metairie, LA 70001. Phone: 504-885-9892, Fax 504-887-5056.

A payment of \$60.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(A)(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 **May 14, 2015 at 10:00 a.m.** at the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is Non-Mandatory.

Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond. If the bid is submitted electronically and a certified or cashier's check is used for bid bond, then the actual check shall be delivered to the St. Charles Parish Council Office, St. Charles Parish Courthouse 2<sup>nd</sup> Floor, 15045 River Road, Hahnville, Louisiana, 70057. Electronic bids shall contain all the same documents that are required in a physically delivered bid.

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

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

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

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

Advertisement Source and Dates:

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

Thursday, April 30, 2015  
Thursday, May 07, 2015  
Thursday, May 21, 2015

**PUBLIC NOTICE**

**REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER**

If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28, (as amended). The fee for performing these services shall be at a rate of 0.035 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of .028 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$56.11 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanups 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:

**A Minority Entity, Inc.** (Ama Heights)  
Lot 7 (161 Kennedy Street)  
Nature of violation: grass cutting & removal of debris

**Jerry Arceneaux, c/o Johnny Arceneaux** (St. Charles Terrace)  
Lot 69 (236 Terrace Street)  
Nature of violation: grass cutting & removal of debris

**Jerry R. Chism** (Dianne Place)  
Lot 6 (110 Dianne Drive)  
Nature of violation: grass cutting & removal of debris

**John Clancy** (Good Hope Plantation)  
Lot 5 & portion of Lots 3, 7 & 9 (618 Clayton Drive)  
Nature of violation: grass cutting & removal of debris

**Colmae Corporation** (New Sarpy)  
Lot 37-38 (949 E McAdoo Street)  
Nature of violation: grass cutting & removal of debris

**Malcolm Darsenbourg** (Magnolia Manor)  
Lot 16 & 17 (296 Magnolia Ridge Road)  
Nature of violation: grass cutting & removal of debris

**Daw Senior Enterprises, Inc.** (Red Church Plantation)  
Lot 49 (206 Meadows Drive)  
Nature of violation: grass cutting & removal of debris

**Export American Trading, Inc., c/o C.G. Koehl** (Lasseigne Property)  
A Tract of land in Lasseigne Subdivision (11300 River Road)  
Nature of violation: grass cutting & removal of debris

**Dwayne Forkner, c/o John Forkner** (New Sarpy)  
Lot 12, 13, 14 (719 E Easy Street)  
Nature of violation: grass cutting & removal of debris

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

**Joseph-Nash Company, LLC** (Good Hope Plantation)  
Lot 3, 4, 5 & 6 (Barreca Street)  
Nature of violation: grass cutting & removal of debris

**Shorell Lockett** (Magnolia Manor)  
Lot 15 (304 Magnolia Ridge Road)  
Nature of violation: grass cutting & removal of debris

**Terrell Moss** (Preston Hollow)  
Lot 42 (424 Turtle Creek Lane)  
Nature of violation: grass cutting & removal of debris

**David Orgeron** (Beau Place)  
Lot 50 (116 Beau Place Boulevard)  
Nature of violation: grass cutting & removal of debris

**Morris Paul** (Elkinsville)  
Lot 38 (364 2<sup>nd</sup> Street)  
Nature of violation: grass cutting & removal of debris

**Robert Stuart** (St. Charles Terrace Annex)  
Lot 22 (229 Annex Street)  
Nature of violation: grass cutting & removal of debris

**Estate of Nolan Tailon, c/o Rene Simoneaux** (St. Charles Terrace)  
Lot 34 & 35 (192 Terrace Street)  
Nature of violation: grass cutting & removal of debris

**Estate of Nolan Tailon, c/o Rene Simoneaux** (St. Charles Terrace)  
Lot 36 & 37 (194 Terrace Street)  
Nature of violation: grass cutting & removal of debris

**Urban Financial of America, c/o David Hugenbruch, Atty.** (Dianne Place)  
Lot 20 (138 Janet Drive)  
Nature of violation: grass cutting & removal of debris

**Marvin Turner, Sr.** (New Sarpy)  
Lot 21, 22, 23 & 24 (737 E Easy Street)  
Nature of violation: grass cutting & removal of debris

**Ellis Vinnett, c/o Elser McKnight** (Elkinsville)  
Lot 6 of Tract 8, 9, 10 (140 1<sup>st</sup> Street)  
Nature of violation: grass cutting & removal of debris

**Letty Williams, c/o Mildred Brown** (Magnolia Ridge Park)  
Lot 32-B (341 Magnolia Ridge Road)  
Nature of violation: grass cutting & removal of debris

**Melvina Wright, Est., c/o Joyce Wilderson** (Prospect Subdivision)  
Lot 12 & 13 (138 Annex Street)  
Nature of violation: grass cutting & removal of debris

**PUBLISH: April 30, 2015**

**PUBLIC NOTICE**

**PLANNING & ZONING COMMISSION THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON MAY 7, 2015 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR THE FOLLOWING CASES:**

**TABLED CASES:**  
**PUBLIC HEARINGS: PZHO-2015-06** requested by **Jennifer DeGruy** for a home occupation permit to operate - "Jennifer Leigh" - a hair salon at **280 Edgewood Lane, Montz, Zoning District R-1A, Council District 6.**  
**PZHO-2015-07** requested by **Kelvin Gros** for a home occupation - "Haulin' Tails Seafood & Catering, LLC" - a seafood wholesaler at **105 Thoroughbred Avenue, Montz, Zoning District R-1A, Council District 6.**  
**PZSPU-2015-10** requested by **Harold L. McElveen** for a special permit for outdoor storage associated with a plumbing shop in a C-3 zoning district, 856 Apple Street, Norco, Council District 6.  
**PZSPU-2015-11** requested by **Terry J. Morici, Jr.** for a special permit for an R-1A use (single-family house) and an automotive glass repair business on an L-shaped Lot at **100 Amelia Street and 12598 River Road, Zoning District C-2, Council District 3.**  
**PZR-2015-09** requested by **Roxanne Comardelle** for a change in zoning classification from W1 to O1 on a .139 acre portion of Lot 36 Coteau de France (**Proposed 519 Ridge Rd.**) Des Allemands, Council District 4.  
**PZR-2015-11** requested by **Bertv and Donald Muller** for a change of zoning from O1 to C-2 at Lot B-1A of Loupe Subdivision, **12801 River Road, Luling, Council District 2.**  
**PZSPU-2015-11** requested by **Bertv and Donald Muller** for a Special Permit use for a duplex/R-3 use in a C-2 zoning district, at **12801 River Road, Luling, Council District 2.**  
**PZR-2015-12** requested by **Wendy Benedetto, Councilwoman District 3** for a change in zoning classification from R-3 and O1 to R-1A in Acadian Trace Subdivision (Acadian Lane, Laura Lane, Evangeline Lane, and Valcour Lane), Council District 3.  
**PZS-2015-17** requested by **Morales Consulting Group, LLC** for resubdivision of Lot 102A, Lakeswood West Subdivision into Lots 102A-1, 102A-2 & 102A-3, located at **133 Lakewood Drive, Luling, Zoning District R-3, Council District 7.**  
**PZO-2015-13** requested by **Paul Hogan, Councilman District 4**, at amended Appendix C, the St. Charles Parish Subdivision Regulations of 1981, Section 1 General, B. Definitions: Planned Industrial Park and Section V. Administrative, A. Fees, J, 2, and 4.

**PUBLISH 4/23, 4/30, 5/7**

**PUBLIC NOTICE**

**SURPLUS PROPERTY BID NOTICE**

South Central Planning and Development Commission will receive sealed bids until 3:00 p.m. on **May 14, 2015** at South Central Planning's office, 5058 West Main Street, Houma, LA 70360 for the sale of the following surplus property:

**(1) 2008 Ford F150, VIN# 1FTRF12278KD25190 (repairable)**  
**4.2L Engine, 186,735 miles, A/C works**  
**NOTE: Needs transmission repaired**  
**(No reverse at times, loud grinding noise when gears are shifted)**

You can see the items listed by contacting South Central Planning at (985)851-2900. All bids must be sealed, addressed, and mailed to:

Kevin Belanger, Chief Executive Officer  
South Central Planning & Development Commission  
P.O. Box 1870  
Gray, LA 70359

The bids will be opened at South Central Planning & Development Commission, 5058 West Main Street, Houma, LA 70360, on **May 12, 2015** at 10:00 a.m. Bids received after 3:00 p.m. on **May 14, 2015** will be returned unopened. South Central Planning reserves the right to reject any or all bids. No guarantees or warranties are given by South Central Planning for the items listed. No sale will be invalid due to defects discovered in the item after the sale.

**Publish April 30 & May 7 2015**

**PUBLIC NOTICE**

**ADVERTISEMENT FOR BIDS**

Sealed bids will be received by South Central Planning and Development Commission at **5058 W. Main Street, Houma, Louisiana 70360 until 2:00 P.M. (CST), on May 20, 2015.**

Any person requiring special accommodation shall notify South Central Planning of the type(s) of accommodations required not less than seven (7) days before the bid opening:

**FOR: FIRST ADDITIONS TO THE SOUTH CENTRAL PLANNING & DEVELOPMENT COMMISSION OFFICE BUILDING**  
**5058 W. MAIN STREET**  
**HOUMA, LOUISIANA 70360**  
**ARCHITECT'S PROJECT NUMBER: 06-11**

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from [www.centralbidding.com](http://www.centralbidding.com). Printed copies are not available from the Designer, but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs.

All bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and all alternates, and must be in the form of a certified check, cashier's check or Bid Bond Format provided with Bidding Documents written by a surety company licensed to do business in Louisiana, signed by the surety's agency or attorney-in-fact, and countersigned by a person who is under Contract with surety as a licensed agency in this State and who is residing in this State. Surety must be listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in the Bond, or must be a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the amount of the Bond may not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key

Rating Guide. The Bid Bond shall be in favor of South Central Planning and Development Commission, and shall be accompanied by appropriate power of attorney. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable.

The successful Bidder shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact and countersigned by a person who is under contract with surety as a licensed agent in this State, and who is residing in this State.

A PRE-BID CONFERENCE WILL BE HELD On **May 6, 2015 @ 2:00 PM** AT THE SOUTH CENTRAL PLANNING OFFICE SITE IN Houma (5058 West Main, Houma, La.).

The Bidder is advised that forms, attachments, certifications and other requested supplementary information generated by the Bidder and other sources are required to be submitted as Post-Bid and Pre-Contract information. The Bidder shall take due consideration in compiling, completing and presenting all required supplemental information within the stipulated time limits.

Bids shall be accepted from Contractors who are licensed under LA R.S. 37:2150-2163 for the classification of **Building Construction**. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212 (A)(1)(c). No bid may be withdrawn for a period of forty five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

It is imperative that the successful bidder must register with the Terrebonne Parish Sales and Use Tax Department for Use Tax purposes and it is understood that all applicable state and local Sales and Use Taxes are included in each bid amount.

Kevin Belanger, CEO  
South Central Planning and Development Commission  
5058 W. Main Street  
Houma, LA 70360  
**Publish April 30, 2015**

**PUBLIC NOTICE**

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ) OCCIDENTAL CHEMICAL CORPORATION - TAFT CHLOR-ALKALI PLANT PROPOSED PART 70 AIR OPERATING PERMIT RENEWAL AND MINOR MODIFICATION**

The LDEQ, Office of Environmental Services, is accepting written comments on a proposed Part 70 Air operating permit renewal and minor modification for Occidental Chemical Corporation, 266 Hwy 3142, Hahnville, LA 70057 for the Taft Chlor-Alkali Plant. The facility is located at 266 Hwy 3142, Hahnville, St. Charles Parish.

The Taft Chlor-Alkali Plant produces chlorine and caustic soda. It is comprised of two Chlor-Alkali units, a Diaphragm Preparation, a Groundwater Remediation System, and a Cogeneration Operation (separately permitted).

The Occidental Chemical Corporation requested, in addition to renewal of its Taft Chlor-Alkali Plant Permit No. 0520-0007-V6, to make the changes identified below:

- Incorporation of fugitive emissions from the lignification process, EPN 1-14 (EQ00064), authorized under a Case-by-Case Insignificant Activity approved May 2, 2013;
- Incorporation of CO<sub>2</sub> emissions for the NaCl Brine Acidification Process, EPN 2-14 (EQ00057), and the KCl Brine Acidification Process, EPN 2-14 (EQ00058);
- Deletion of the Rental Maintenance/Turnaround Diesel Fired Equipment, EPN 1-03 (EQ00012). This source includes emissions from non-stationary, i.e., internal engines, in accordance with 40 CFR 1068.30;
- Identification of individual diesel fired engines, EPN 2-09A (EQ00059) through EPN 2-09B (EQ00062);
- Establishment of an emission Group, Stationary Diesel Fired Equipment, 2-09 (GRP0009), for stationary diesel fired engines, EPN 2-09A (EQ00059) through EPN 2-09G (EQ00065), based on a facility-wide total horsepower-hour and replacing EPN 2-09 (EQ00051);
- Deletion of Permian Gasoline Fired Equipment, EPN 5-09 (EQ00054). There is not currently any gasoline fired equipment located at the facility;
- Removal of C/A 1 Water Dissolver HCl Storage Tank Vent, EPN 8-96 (EQ00046), since it is no longer in service;
- Update the process description and emissions for the Groundwater Remediation System, EPN 5-96 (EQ00011), based on the replacement of the steam stripping system with an air stripping system;
- Deletion of C/A 1 Membrane Hydrogen Cooler, EPN 5 (EQ00035), and the Membrane Water Dissolver HCl Storage Tank Vent, EPN 2-06 (EQ00079), requested to be removed with the last renewal but inadvertently remained listed;
- Removal of Membrane Filter Aid Dose Collector System, EPN 1-08 (EQ00049) since it is no longer in service;
- Elimination from the permit of the alternate scenarios; and
- Incorporation of PM<sub>10</sub> emissions for individual sources and facility-wide.

Estimated emissions in tons per year are as follows:

Pollutant	Before	After	Change
PM <sub>10</sub>	32.41	28.97	- 3.44
PM <sub>2.5</sub> *	NR	15.18	+ 15.18
SO <sub>2</sub>	0.54	0.39	- 0.15
NO <sub>x</sub>	9.25	6.89	- 2.46
CO	2.90	2.14	- 0.76
VOC	2.17	3.80	+ 1.63
Total HAP/TAP	1.04	3.15	+ 2.11
CO <sub>2</sub> e*	NR	13,023	+ 13,023

\*Existing but not previously required sources.

**Contiguous Facilities Summary:**

The Occidental Chemical Corporation Taft Chlor-Alkali Plant and its adjacent Taft Cogeneration Plant are contiguous facilities and form a single major source only under Part 70, Title V regulations.

The permitted and/or estimated emissions from each individual facility, as well as the combined total emissions from both facilities, in tons per year, are as follows:

Facility/Unit	PM <sub>10</sub>	PM <sub>2.5</sub>	SO <sub>2</sub>	NO <sub>x</sub>	CO	VOC	HAP/TAP	CO <sub>2</sub> e
Occidental Chemical Corporation Taft Chlor-Alkali Plant (Permit No. 2520-0007-V7)	28.97	15.18	0.39	6.89	2.14	3.80	3.15	13,023
Taft Cogeneration Plant* (Permit No. 2598-V6)	312.58	304.71	17.68	1,463.36	1,818.01	98.58	7.84	3,681,096
<b>Total/Combined Emissions</b>	<b>341.55</b>	<b>319.89</b>	<b>18.07</b>	<b>1,470.25</b>	<b>1,820.15</b>	<b>102.38</b>	<b>10.99</b>	<b>3,694,119</b>

\*Operates also under PSD Permit: PSD-LA-633 (M-2), issued November 9, 2010; Permit No. 2598-V6 (acid rain), and Permit No. 2598-10 (CAR), both issued June 22, 2010, all currently under review for renewal.

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

Comments and requests for a public hearing or notification of the final decision can be submitted via personal delivery, U.S. mail, email, or fax. **Comments and requests for public hearings must be received by 4:30 pm CST, THURSDAY, JUNE 4, 2015.** Delivery may be made in the drop-box at 602 N. 5<sup>th</sup> St., Baton Rouge, LA 70802. U.S. Mail may be sent to LDEQ, Public Participation Group, P.O. Box 4313, Baton Rouge, LA 70821-4313. Emails may be submitted to [DEQ\\_PUBLIC\\_PARTICIPATION@ldeq.gov](mailto:DEQ_PUBLIC_PARTICIPATION@ldeq.gov) and faxes sent to (225) 219-3309.

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF APRIL 6, 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

St. Charles Parish Courthouse 10445 Highway 18 P.O. Box 302 Hahnville, LA 70057 985-783-5000 www.stcharlesparishla.gov

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

Monday, April 6, 2015 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present: 6 - Carolyn K. Schexnaydre, Terrell D. Wilson, William Woodruff, Paul J. Hogan, Larry Cochran, and Julia Fisher-Perrier
Absent: 2 - Jarvis Lewis, Wendy Benedetto, and Traci A. Fletcher

Also Present

Parish President V.J. St. Pierre, Jr., Chief Operations Officer Bobby Donaldson, Chief Administrative Officer Buddy Boe, Legal Director Leon C. Vial, III, Assistant Parish Attorney David Moyer, Public Works/Wastewater Director Sam Scholle, Planning & Zoning Director Michael Albert, Grant Officer Holly Frossas, Public Information Officer Renee Simpson, Superintendent Public Works and Contract Monitoring Stephen Truit, Economic Development & Tourism Director Corey Fouchoux, R.S.V.P. Director Michelle Higgins

CALL TO ORDER

PRAYER / PLEDGE

Pastor Butch Clay Des Allemands Memorial Church

APPROVAL OF MINUTES

A motion was made by Councilmember Woodruff, seconded by Councilmember Wilson, to approve the minutes from the regular meeting of March 16, 2015. The motion carried by the following vote:

Yes: 6 - Schexnaydre, Wilson, Woodruff, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 3 - Lewis, Benedetto and Fletcher

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2015-0114

Proclamation: "National Service Recognition Day"

Sponsors: Mr. St. Pierre Jr.
Read

Councilman Lewis and Councilwoman Benedetto arrived in the meeting.

2015-0115

Proclamation: "National Public Safety Telecommunicators Week"

Sponsors: Mr. Cochran
Read

2015-0117

Proclamation: "Administrative Professionals Week in St. Charles Parish"
"Administrative Professionals Day"

Sponsors: Mr. St. Pierre Jr.
Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2015-0120

Mr. Jeff Cantin, GSREIA - Solar Energy, Jobs, Savings, and Revenues

Sponsors: Mr. Cochran
Reported

2015-0121

Progressive Waste Solutions - Garbage Service Changes

Sponsors: Mr. St. Pierre Jr.
Chief Administrative Officer Buddy Boe spoke on the matter. Mr. Mark Talbot, District Manager, Progressive Waste Solutions introduced himself. Mr. Luis Lizama, SouthShore Operations Manager, Progressive Waste Solutions gave the report.

Council Discussion
Mr. Lizama spoke on the matter. Mr. Talbot spoke on the matter. Contract Monitor Steve Thrill spoke on the matter. Parish President V.J. St. Pierre, Jr., spoke on the matter. Mr. Boe spoke on the matter.
Reported

2015-0122

Animal Control

Discussion: To defer File No. 2015-0122 until a later date
Deferred

2015-0123

R.S.V.P. Program

R.S.V.P. Director Michelle Higgins
Council Discussion
Ms. Higgins spoke on the matter.
Reported

2015-0124

Parish President Remarks/Report

Sponsors: Mr. St. Pierre Jr.
Chief Administrative Officer Buddy Boe spoke about the upcoming May election.
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, APRIL 20, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2015-0118

An ordinance to approve and authorize the execution of a Contract for Engineering Services with Environmental Engineering Services, Inc. (EES), for necessary professional engineering services associated with Parish Project No. S150301 EPA Lake Pontchartrain Basin Restoration Program: St. Rose Sewer Network Upgrade.

Sponsors: Mr. St. Pierre Jr. and Department of Wastewater
Publish/Scheduled for Public Hearing to the Parish Council on April 20, 2015

2015-0126

An ordinance to approve and authorize the execution of a contract with Pintail Contracting Services, LLC for the West Bank 'B' Plant Clarifier Refurbishment (Project No. WAKS 72) in the amount of \$265,499.96.

Sponsors: Mr. St. Pierre Jr. and Department of Waterworks
Publish/Scheduled for Public Hearing to the Parish Council on April 20, 2015

2015-0048

An ordinance to 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.

Sponsors: Mr. St. Pierre Jr. and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on April 20, 2015

2015-0127

An ordinance to approve and authorize the execution of a Wetlands Mitigation Agreement by and between St. Charles Parish and Delta Land Services, L.L.C., in the amount of \$832,500.00 for wetlands mitigation for the West Bank Hurricane Protection Levee, Phase III - ELLINGTON.

Sponsors: Mr. St. Pierre Jr., Department of Public Works, Ms. Schexnaydre, Mr. Lewis, Mr. Wilson, Mr. Woodruff, Ms. Benedetto, Mr. Hogan, Mr. Cochran, Ms. Fletcher and Ms. Fisher-Perrier
Publish/Scheduled for Public Hearing to the Parish Council on April 20, 2015

2015-0110

An ordinance to amend the 2015 Consolidated Operating and Capital Budget, Amendment No. 2, to adjust the beginning fund balance and to add expenses for the Roads and Drainage Fund - Fund 112 for construction, architectural/engineering, and other fees in the total amount of \$6,974,585 unexpended in 2014 for various parish projects that were not completed in 2014.

Sponsors: Mr. St. Pierre Jr. and Department of Finance
Publish/Scheduled for Public Hearing to the Parish Council on April 20, 2015

2015-0111

An ordinance to amend the 2015 Consolidated Operating and Capital Budget, Amendment No. 3, to add from the 2014 unexpended Roads and Drainage Fund Balance, construction, architectural/engineering, and other fees for Fund 112 - Roads and Drainage for various parish projects that were not completed in 2014.

Sponsors: Mr. St. Pierre Jr. and Department of Finance
Publish/Scheduled for Public Hearing to the Parish Council on April 20, 2015

PLANNING AND ZONING PETITIONS

2015-0005

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, Destrehan, as requested by Michelle Oubre.

Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Reported: P & Z Department Recommended: Approval Planning Commission Recommended: Approval

Speakers: Ms. Michelle Oubre, Destrehan Mr. Bobby Raymond, Destrehan

Public Hearing Requirements Satisfied

Council Discussion

Planning & Zoning Director Michael Albert spoke on the matter. Ms. Oubre spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher
Enactment No: 15-4-1

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2015-0091

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 17, Parks and Recreation, Article II, Special Events, Section 17-19. Special provisions to revise Hours of Operation to add the St. Charles Parish Crawfish Cook-Off Festival held at the Jerusalem Shrine Center in Destrehan, shall not extend past 11:00 p.m. on Friday and Saturday night.

Sponsors: Ms. Benedetto

Reported: Councilwoman Benedetto Recommended: Approval
Chief Administrative Officer Buddy Boe spoke on the matter.

Speakers: Mr. Milton Allemand, Hahnville

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher
Enactment No: 15-4-2

2015-0092

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P111002-10, Spilway Road Maintenance, to balance the contract quantities with actual quantities resulting in a decrease of \$5,129.70.

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

Reported: Public Works Department Recommended: Approval
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher
Enactment No: 15-4-3

2015-0102

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the German Coast Farmers' Market to provide certain services to St. Charles Parish.

Sponsors: Mr. St. Pierre Jr. and Department of Economic Development and Tourism

Reported: Economic Development & Tourism Department Recommended: Approval
Speakers: Ms. Carmen Johnson, Destrehan, German Coast Farmers' Market Treasurer Mr. Milton Allemand, Hahnville Mr. Charles Bush, Destrehan Ms. Jenilyn Bush, Destrehan Mr. Timmy Pefloux, Montz

Public Hearing Requirements Satisfied

Council Discussion

Ms. Marilyn Richoux, German Coast Farmers' Market President and Corresponding Secretary, spoke on the matter. Ms. Ann Montgomery, German Coast Farmers' Market Vice President, spoke on the matter. Economic Development & Tourism Director Corey Fouchoux spoke on the matter.

A motion was made by Councilman Hogan, seconded by Councilwoman Schexnaydre to amend the Cooperative Endeavor Agreement in the fourth paragraph "... provide the following reports and supporting documentation to the St. Charles Parish Department of Economic Development & Tourism" to read "... provide the following reports and supporting documentation to the St. Charles Parish Council". No vote taken to amend the Cooperative Endeavor Agreement.

Council Discussion

Amendment: To amend the previous motion to amend the Cooperative Endeavor Agreement in the fourth paragraph "... provide the following reports and supporting documentation to the St. Charles Parish Department of Economic Development & Tourism" to read "... provide the following reports and supporting documentation to the St. Charles Parish Department of Economic Development & Tourism and forwarded to the St. Charles Parish Council by the Department of Economic Development & Tourism"

A motion was made by Councilmember Hogan, seconded by Councilmember Schexnaydre, to Amend the Cooperative Endeavor Agreement. The motion carried by the following vote:

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher
Enactment No: 15-4-4

13 2015-0103

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P111002-15, Road Maintenance 2014, to balance the contract quantities with actual quantities resulting in an increase of \$130,114.19 and a decrease in time of sixteen (16) days.

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

Reported: Public Works Department Recommended: Approval
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher
Enactment No: 15-4-5

2015-0104

An ordinance to approve and authorize the Lafourche Basin Levee District to purchase and/or expropriate the necessary real estate interest to a portion of land owned by Railborne Land Company, L.L.C., designated as Parcel 7-5 for the West Bank Hurricane Protection Levee, Phase II - Perimeter of Willowridge Estates from the Blouin Canal to the Davis Pond Guide Levee, St. Charles Parish, Louisiana, Sta. 100+00.00 to Sta. 212+46.34 and to authorize the transfer of the necessary funding thereof.

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

Reported: Public Works Department Recommended: Approval
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher
Enactment No: 15-4-6

2015-0105

An ordinance to approve and authorize the Lafourche Basin Levee District to purchase and/or expropriate the necessary real estate interest to a portion of land owned by Willowridge Estates, LLC, designated as Parcel 7-4 for the West Bank Hurricane Protection Levee, Phase II - Perimeter of Willowridge Estates from the Blouin Canal to the Davis Pond Guide Levee, St. Charles Parish, Louisiana, Sta. 100+00.00 to Sta. 212+46.34, and to authorize the transfer of the necessary funding thereof.

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

Reported: Public Works Department Recommended: Approval
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher
Enactment No: 15-4-7

2015-0106

An ordinance to approve and authorize the Lafourche Basin Levee District to purchase and/or expropriate the necessary real estate interest to portions of land owned by J.B. Lovett Land Co., designated as Parcels B-1-R-1, B-2-C-1 and Western Tie In for the West Bank Hurricane Protection Levee, Phase II - Perimeter of Willowridge Estates from the Blouin Canal to the Davis Pond Guide Levee, St. Charles Parish, Louisiana, Sta. 100+00.00 to Sta. 212+46.34, and to authorize the transfer of the necessary funding thereof.

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

Reported: Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher
Enactment No: 15-4-8

2015-0107

An ordinance to approve and authorize the execution of a Construction Contract with Sealwell Construction, Inc., for Parish Project No. P120501, Randolph Pump Station Improvements (Re-advertisement), in the amount of \$770,450.00.

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

Reported: Public Works Department Recommended: Approval
Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher
Enactment No: 15-4-9

2015-0108

An ordinance to approve and authorize the execution of a Wetland Mitigation Contract by and between Enterprise Woodlands, LLC, and St. Charles Parish in the amount of \$40,000.00 for wetlands mitigation for the West Bank Hurricane Protection Levee, Phase II - Willowridge.

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

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

Speakers: Mr. Milton Allemand, Hahnville
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher
Enactment No: 15-4-10

Public Works/Wastewater Director Sam Scholle spoke on the matter. Mr. Lucas Lilly, GCR, Inc., spoke on the matter.

Council Discussion
Mr. Lilly spoke on the matter. Parish President V.J. St. Pierre, Jr., spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher
Enactment No: 15-4-10

2015-0109

An ordinance to approve and authorize the execution of an Agreement Regarding Supply of Wetland Mitigation Credits by and between Coastal Louisiana Resource, L.L.C., and St. Charles Parish in the amount of \$143,500.00 for wetlands mitigation for the West Bank Hurricane Protection Levee, Phase II - Willowridge.

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

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

Speakers: Mr. Milton Allemand, Hahnville
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 7 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan and Cochran
Nay: 0
Absent: 2 - Fletcher and Fisher-Perrier
Enactment No: 15-4-11

2015-0110

An ordinance to amend the 2015 Consolidated Operating and Capital Budget, Amendment No. 2, to adjust the beginning fund balance and to add expenses for the Roads and Drainage Fund - Fund 112 for construction, architectural/engineering, and other fees in the total amount of \$6,974,585 unexpended in 2014 for various parish projects that were not completed in 2014.

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

Chief Administrative Officer Buddy Boe requested that File No. 2015-0110 be reintroduced for public hearing on April 20, 2015.
Public Hearing Requirements Not Satisfied
A motion was made by Councilmember Woodruff, seconded by Councilmember Hogan, that File No. 2015-0110 be Postponed Indefinitely and Reintroduced for public hearing on April 20, 2015. The motion carried by the following vote:

Yes: 6 - Schexnaydre, Lewis, Wilson, Woodruff, Hogan and Cochran
Nay: 0
Absent: 3 - Benedetto, Fletcher and Fisher-Perrier
Postponed Indefinitely and Reintroduced

2015-0111

An ordinance to amend the 2015 Consolidated Operating and Capital Budget, Amendment No. 3, to add from the 2014 unexpended Roads and Drainage Fund Balance, construction, architectural/engineering, and other fees for Fund 112 - Roads and Drainage for various parish projects that were not completed in 2014.

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

Chief Administrative Officer Buddy Boe requested that File No. 2015-0111 be reintroduced for public hearing on April 20, 2015.
Public Hearing Requirements Not Satisfied
A motion was made by Councilmember Hogan, seconded by Councilmember Lewis, that File No. 2015-0111 be Postponed Indefinitely and Reintroduced for public hearing on April 20, 2015. The motion carried by the following vote:

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher
Postponed Indefinitely and Reintroduced

2015-0112

An ordinance to amend the Code of Ordinances Chapter 15, Motor Vehicles and Traffic, Section 15-5.1, Engine Brake ("jake brake") (a) to add a "No Jake Brake" area on the I-310 down ramps at Highway 90 in Boutte.

Sponsors: Mr. Hogan

Reported: Councilman Hogan Recommended: Approval
Public Hearing Requirements Satisfied

Council Discussion
Assistant Parish Attorney David Moyer spoke on the matter.

Amendment: to amend the proposed ordinance in the "SUMMARY" ... Engine brake ("jake brake") (a) to add a "No Jake Brake" area ... to read "... Engine brake ("No Unmuffled Compression Brake" area ... and to amend under "SECTION I." ... Engine brake ("jake brake") ... to read "... Engine brake ("No Unmuffled Compression Brake") ..."

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Woodruff, to Amend File No. 2015-0112. The motion carried by the following vote:

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher

2015-0112

An ordinance to amend the Code of Ordinances Chapter 15, Motor Vehicles and Traffic, Section 15-5.1, Engine Brake ("No Unmuffled Compression Brake") (a) to add a "No Unmuffled Compression Brake" area on the I-310 down ramps at Highway 90 in Boutte.

Sponsors: Mr. Hogan

Reported: Councilman Hogan Recommended: Approval
Public Hearing Requirements Satisfied

Council Discussion
Assistant Parish Attorney David Moyer spoke on the matter.

Amendment: to amend the proposed ordinance in the "SUMMARY" ... Engine brake ("jake brake") (a) to add a "No Jake Brake" area ... to read "... Engine brake ("No Unmuffled Compression Brake" area ... and to amend under "SECTION I." ... Engine brake ("jake brake") ... to read "... Engine brake ("No Unmuffled Compression Brake") ..."

A motion was made by Councilmember Hogan, seconded by Councilmember Schexnaydre, to accept the revised version of File No. 2015-0112. The motion carried by the following vote:

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher
Enactment No: 15-4-12

2013-0312

An ordinance to amend the Parish Code of Ordinances, Chapter 5, Boats, Decks and Waterways, Article II, Arboats.

Sponsors: Mr. Hogan

A motion was made by Councilmember Hogan, seconded by Councilmember Schexnaydre, to accept the revised version of File No. 2013-0312. The motion carried by the following vote:

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 0
Absent: 1 - Fletcher

**Amended**

**2013-0312**

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

**Sponsors:** Mr. Hogan

**Reported:**  
Councilman Hogan Recommended: Approval

**Amendment:** To amend the proposed ordinance under "THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS" Section under "Sec. 5-13. Area of use restricted." to change "Amended- (a) ..." to read "Amended- (a) The operation and use of airboats in the parish is hereby restricted to use for lawful purposes on real property or land upon which the airboat has permission to operate and the navigable streams of the parish. The operating of airboats on real property or land upon which the airboat does not have permission to operate is hereby authorized for any emergency, police, fire, ambulance, or other governmental vessels, airboats or other water craft when same is being operated in an official capacity or in association repairs to any utilities, pipelines, transmission lines, or related infrastructure, and for marinas or other emergency use."

**A motion was made by Councilmember Hogan, seconded by Councilmember Schexnaydre, to Amend File No. 2013-0312. The motion carried by the following vote:**

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

**Nay:** 1 - Cochran

**Absent:** 1 - Fletcher

**Amended**

**2013-0312**

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

**Sponsors:** Mr. Hogan

**Speakers:**  
Captain Gary Smeed, Hahnville  
Councilman Hogan requested Point of Order stating that the discussion has nothing to do with the proposed ordinance.  
Captain Gary Smeed, Hahnville  
Councilman Hogan requested Point of Order stating again that the discussion has nothing to do with the proposed ordinance.  
Captain Gary Smeed, Hahnville

**Public Hearing Requirements Satisfied**

**Council Discussion**

**A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Lewis, to re-open File No. 2013-0312 for public hearing. The motion carried by the following vote:**

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

**Nay:** 0

**Absent:** 1 - Fletcher

**Speakers:**  
Captain Rodney Dufresne, Des Allemands

**Public Hearing Requirements Satisfied**

**Council Discussion**

**A motion was made by Councilmember Hogan, seconded by Councilmember Schexnaydre, to Postpone Indefinitely File No. 2013-0312. The motion failed by the following vote:**

**Yes:** 2 - Schexnaydre and Hogan

**Nay:** 6 - Lewis, Wilson, Woodruff, Benedetto, Cochran and Fisher-Perrier

**Absent:** 1 - Fletcher

**Motion Failed**

**Council Discussion**  
Captain Dufresne spoke on file matter.

**Councilman Lewis called for the Question.**

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

**Yes:** 2 - Schexnaydre and Hogan

**Nay:** 6 - Lewis, Wilson, Woodruff, Benedetto, Cochran and Fisher-Perrier

**Absent:** 1 - Fletcher

**Failed**

**ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED**

**2015-0078**

A resolution requesting an Attorney General Opinion, as to whether or not the gratuitous spending of public money in violation of Louisiana Constitution Article VII, Section 14 (A) to the benefit of private individuals, which is the net result according to Attorney General Opinions 13-0171 and 14-0083 should the fund expended in association with the Blight Elimination Program created and implemented by the St. Charles Parish President (absent with good intentions) be not collected, rises to the level of Malfeasance in Office, and to advise if the sending of bills by the Parish President to all the private individuals in an attempt to collect the money that improperly spent (irrespective of whether the funds are recovered or not) results in the elimination of the violation, and to advise on if there are any time limits in which the bills must be sent should the sending of bills be an acceptable means of resolving the violation, and to advise as to whether or not the Parish President can personally reimburse the Parish for the cost of the dumpsters in order to resolve the violation, and if the opinion advises that there are no means available to the Parish President to resolve the violation and that it requires the attention and involvement of prosecutorial agencies, that the Attorney General provides an opinion as to the steps and/or procedures that are needed to be taken by the Parish Council and/or any other entities so as to have the prosecutorial agency or agencies address the violation, and to advise if there are any time limitations in which action by the Parish Council or other agencies must occur regarding having the violation addressed, and to advise if there is any statute of limitation on such a violation, and to advise if there are any circumstances, such having had good intentions or any other circumstances, which trumps the State Constitution with regards to the violation and provide examples of such.

**Sponsors:** Mr. Hogan

**File No. 2015-0078 postponed indefinitely per Parish Council Rule 8. #8. Ordinances/Resolutions Which Have Been Tabled (shall only appear on two (2) subsequent regular meeting Agendas)**

**Postponed Indefinitely (Council Rule 8)**

**RESOLUTIONS**

**2015-0116**

A resolution requesting authorization for St. Charles Parish to advertise for competitive bids for the Willowidge Pump Station, State Project Number H.010102, through the State of Louisiana Department of Transportation and Development (DOTD) under the Louisiana Statewide Flood Control Program.

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

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

**VOTE ON THE PROPOSED RESOLUTION**

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

**Nay:** 0

**Absent:** 1 - Fletcher

**Enactment No: 6147**

**2015-0126**

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 LA0032131 A143356 - Luling Oxidation Pond, and set forth the required action:

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

**Reported:**  
Wastewater Department Recommended: Approval

**VOTE ON THE PROPOSED RESOLUTION**

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

**Nay:** 0

**Absent:** 2 - Schexnaydre and Fletcher

**Enactment No: 6148**

**2015-0119**

A resolution requesting an Attorney General Opinion, as to whether or not the gratuitous spending of public money in violation of Louisiana Constitution Article VII, Section 14 (A) to the benefit of private individuals, which is the net result according to Attorney General Opinions 13-0171 and 14-0083 should the fund expended in association with the Blight Elimination Program created and implemented by the St. Charles Parish President (absent with good intentions) be not collected, rises to the level of Malfeasance in Office, and to advise if the sending of a form letter (not a bill) addressed to "Resident" from the Parish President's Legal Director to these private individuals informing them of a financial obligation to the Parish (which does not include the amount owed, nor how to learn of the amount owed, but advises that the Parish has no means available to force collection of the money owed to the Parish) results in the elimination of the violation whether the funds are collected or not, and to advise on if the sending of these letters is an acceptable means of resolving the violation, and to advise as to whether or not the Parish President can or has to or should personally reimburse the Parish for the cost of the dumpsters in order to resolve the violation should the sending of the letters not resolve the violation, and if the opinion advises that the letters are insufficient and that there are no means available to the Parish President to resolve the violation and that it requires the attention and involvement of prosecutorial agencies, that the Attorney General provides an opinion as to the steps and/or procedures that are needed to be taken by the Parish Council and/or any other entities so as to have the prosecutorial agency or agencies address the violation, and to advise if there are any time limitations in which action by the Parish Council or other agencies must occur regarding having the violation addressed, and to advise if there is any statute of limitation on such a violation, and to advise if there are any circumstances, such having had good intentions or any other circumstances, which trumps the State Constitution with regards to the violation and provide examples of such.

**Sponsors:** Mr. Hogan

**Reported:**  
Councilman Hogan Recommended: Approval

**Council Discussion**  
Chief Administrative Officer Buddy Bob spoke on the matter.  
Legal Services Director Leon C. Vial, III spoke on the matter.

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

**Yes:** 1 - Hogan

**Nay:** 7 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Cochran and Fisher-Perrier

**Absent:** 1 - Fletcher

**Failed**

**APPOINTMENTS**

**2015-0047**

A resolution to appoint Mr. Ralph DeRoche to the Library Service District Board of Control as the District I Representative.

**VOTE ON THE APPOINTMENT OF MR. RALPH DEROCHE**

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

**Nay:** 0

**Absent:** 2 - Benedetto and Fletcher

**Enactment No: 6149**

**ADJOURNMENT**

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Wilson, to adjourn the meeting at approximately 6:46 pm. The motion carried by the following vote:

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

**Nay:** 0

**Absent:** 2 - Benedetto and Fletcher

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

  
Tiffany K. Clark  
Council Secretary

Publish April 30, 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, APRIL 20, 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.

**2015-0118**  
**INTRODUCED BY:** V. J. ST. PIERRE, JR., PARISH PRESIDENT  
**(DEPARTMENT OF WASTEWATER)**

**ORDINANCE NO. 15-4-13**

An ordinance to approve and authorize the execution of a Contract for Engineering Services with Environmental Engineering Services, Inc. (EES), for necessary professional engineering services associated with Parish Project No. S150301 EPA Lake Pontchartrain Basin Restoration Program: St. Rose Sewer Network Upgrade.

**WHEREAS,** the wastewater system of St. Rose has a history of problems related to insufficient pump capacity and lift stations pumping against each other resulting in numerous sanitary sewer overflows (SSO); and,

**WHEREAS,** due to the complexity of the St. Rose system the entire area requires study with emphasis on the Rue Landry and Fourth St. Lift Stations; and,

**WHEREAS,** to facilitate the study, St. Charles Parish has acquired a grant from the Environmental Protection Agency (EPA) through the University of New Orleans, Research and Technology Foundation, Inc. as part of the Lake Pontchartrain Basin Restoration Program FY14/R13; and,

**WHEREAS,** as part of the grant St. Charles Parish, through a Request for Qualification, has selected Environmental Engineering Services, Inc. (EES) to perform the necessary study.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the contract for Engineering Services between Environmental Engineering Services, Inc. (EES), and the Parish of St. Charles associated with Parish Project No. S150301 EPA Lake Pontchartrain Basin Restoration Program: St. Rose Sewer Network Upgrade is hereby approved and accepted.

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

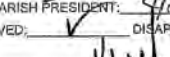
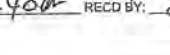
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

**NAYS:** NONE

**ABSENT:** LEWIS

And the ordinance was declared adopted this 20th day of April, 2015, to become effective (15) days after publication in the Official Journal.

**CHAIRMAN:**   
**SECRETARY:**   
**CLERK/PARISH PRESIDENT:**   
**APPROVED:**   
**DISAPPROVED:** \_\_\_\_\_  
**PARISH PRESIDENT:**   
**RET/SECRETARY:**   
**AT 10:48am RECD BY:** 

**SINGLE PROJECT CONTRACT FOR ENGINEERING SERVICES**

THIS AGREEMENT made and effective as of the 20th day of April, 2015, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Environmental Engineering Services, Inc (EES), a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the S150301 EPA Lake Pontchartrain Basin Restoration Program: St. Rose Sewer Network Upgrade project as described in Ordinance No. 15-4-13 which is attached hereto and made a part hereof.

**1.0 GENERAL**

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

**2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER**

**2.1 General**

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

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

To create plans and specifications through an Environmental Protection Agency (EPA) grant for upgrades to the Fourth St and Rue Landry Lift Stations with the goal of eliminating sanitary sewer overflows (SSO) in the St. Rose area. All work shall be in compliance with provisions of said grant and Compliance Provision as shown in Exhibit B.

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

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

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

**2.2 Conceptual Design Report Phase**

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

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

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

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

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

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

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

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

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

- Five(5) copies of the report for review.
- Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of

the Master project schedule in Microsoft Project format.

- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

**2.3 Design Memorandum Phase**

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

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

- Site Development - project site plan that includes anticipated construction area required and any known servitudes or property owners.
- Hydraulics - if necessary
- Treatment Processes - if necessary
- Design Criteria including a listing of all standard specifications to be used by type(concrete, piling, steel electrical, roads/foundations, etc)
- Preliminary Drawings -11X17 minimum size
- The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
- Engineer's preliminary opinion of probable costs.
- Updated Project Master Schedule.
- Summary of estimated quantities - initial bid schedule
- Instrumentation & Control Philosophy
- Power Requirements
- Additional data that will be needed, such as topographical, geotechnical, and project surveying.

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

- 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 AutoCADD 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.

- Two(2) copies of the contract/bid document for review.
- Once the contract/bid document has been finalized, submit one(1) stamped copy 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 - 0 Size for review.
- Once the drawing review is complete, submit one (1) stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD 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 (N/A)**

**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 N/A attached hereto and made a part hereof, for presentation and execution.

**2.6 Construction Phase (N/A)**

**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 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
- 2.6.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on 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 (N/A)  
During this Phase, Engineer shall:
- 2.7.1 Provide start-up services for the new facility.
- 2.7.2 Prepare training materials and provide \_\_\_\_\_ hours of training for Owner's staff to operate and maintain the new facility. The program consists of classroom training and hands-on training using the installed equipment.
- 2.7.3 Assemble \_\_\_\_\_ complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.
- 2.7.4 Assemble \_\_\_\_\_ complete sets of approved shop drawings in proper order for Owner's future reference.
- 2.7.5 Provide technical consultation and assistance in correcting warranty items.
- 2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
- 2.7.7 Prepare a final set of stamped project drawings reflecting "as built" along with one(1) electronic file copy of these drawings in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "as built".
- 2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.
- 2.8 Resident Engineer and Inspection (N/A)
- 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 consultants 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 A or B 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 \$41,674 paid according to section 4.1.1.4
- 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 service fee. Said fee shall be payable in partial payments on a monthly basis.
- 4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
    - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
  - For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 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 (N/A) 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 \_\_\_\_\_ 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 N/A 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 non-salary expenses.
- 4.2.3 For Additional Services that Engineer acquires from subcontractors and/or consultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or consultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- A copy of the Owner's written consent for the subcontractor and/or consultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
  - Evidence that the subcontractor and/or consultant is insured as required by Section 10, Paragraph 10.4 of this Contract.
- 4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.
- 5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING
- 5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.
- 5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.
- 5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.
- 5.1.2.1 Providing necessary design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.
- 5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
- 5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.
- 5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.
- 5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
- 5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
- 5.1.2.7 Providing renderings or models for Owner's use.
- 5.1.2.8 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.
- 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 claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

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

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

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

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

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

11.0 GENERAL.

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

11.7 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]*

*[Signature]*

WITNESSES: Environmental Engineering Services, Inc.

*[Signature]*

*[Signature]*

Oscar Bourgeois  
President/Owner

2015-0128  
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF WATERWORKS)

ORDINANCE NO. 15-4-14

An ordinance to approve and authorize the execution of a contract with Pintail Contracting Services, LLC for the West Bank "B" Plant Clarifier Refurbishment (Project No. WWKS 72) in the amount of \$265,499.96.

WHEREAS, sealed bids were received by the Parish on March 25, 2015, for the West Bank "B" Plant Clarifier Refurbishment (Project No. WWKS 72); and,

WHEREAS, GSA Consulting Engineers, Inc. has reviewed the bids and recommend that the Contract be awarded to the low bidder, Pintail Contracting Services, LLC in the amount of \$265,499.96.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Pintail Contracting Services, LLC for the West Bank "B" Plant Clarifier Refurbishment (Project No. WWKS 72) be hereby approved and accepted in the amount of \$265,499.96.

SECTION II. That the Parish President is hereby authorized to execute the said contract documents 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 20th day of April, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*  
SECRETARY: *[Signature]*  
DLVD/PARISH PRESIDENT: *[Signature]*  
APPROVED: *[Signature]* DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: *[Signature]*  
RET/SECRETARY: *[Signature]*  
AT: 10:45 AM REGD BY: *[Signature]*

SECTION 00500  
CONTRACT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Pintail Contracting Services, LLC, hereinafter called the "Contractor", whose business address is 205 Beau Place Blvd., Des Allemands, LA 70020, 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:
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: GSA Consulting Engineers, Inc.
- 1.03 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 January 2015, Addenda number(s) 1 to 4, 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.
- 1.04 The Work is generally described as follows: ST. CHARLES PARISH WEST BANK "B" PLANT CLARIFIER REFURBISHMENT (WWKS 72).

The Contract Work is generally comprised but not necessarily limited to, of the replacement of Plant B 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, repainting of metal and recoating the interior of the clarifier basin. For exact details, refer to Plans and Specifications for full scope.

ARTICLE 2  
ENGINEER

- 2.01 The Project has been designed by GSA CONSULTING ENGINEERS, INC. 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 120 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 Seven Hundred and Fifty Dollars \$750.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

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) (\$265,499.96) Two hundred sixty-five thousand four hundred ninety-nine Dollars and 96 Cents 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 price 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 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 Contractor 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 or 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 (Numbers 1 to 4 inclusive)
- h) Contract documents bearing the general title "West Bank Plant B Clarifier Refurbishment" dated January 2015.
- i) Drawings, consisting of a cover sheet dated January 2015 and the sheets listed on Drawing in the index of sheets; each sheet bearing the following general title: West Bank Plant B Clarifier Refurbishment.
- 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 CONTRACTOR:

By: \_\_\_\_\_ (V.J. St. Pierre) By: \_\_\_\_\_ (Jeffrey Lamotte)

Title: Parish President Title: Owner

Title: \_\_\_\_\_ Title: \_\_\_\_\_

END OF SECTION

2015-0127  
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)  
ST. CHARLES PARISH COUNCIL

ORDINANCE NO. 15-4-15

An ordinance to approve and authorize the execution of a Wetlands Mitigation Agreement by and between St. Charles Parish and Delta Land Services, L.L.C., in the amount of \$832,500.00 for wetlands mitigation for the West Bank Hurricane Protection Levee, Phase III - ELLINGTON.

WHEREAS, St. Charles Parish has undertaken the construction of the West Bank Hurricane Protection Levee, Phase III - Ellington for providing comprehensive flood protection to protect the lives and property of the citizens of the West Bank of St. Charles Parish; and,

WHEREAS, in order to fulfill the wetlands permitting requirements it is necessary to mitigate 14.3 Cypress Swamp and 4.2 Bottomland Hardwood credits at The Laurel Valley Coastal Mitigation Bank located in Lafourche Parish in the amount of \$832,500.00; and,

WHEREAS, it is the desire of the Parish Council to approve said Agreement to comply with the requirements of revisions to U.S. Army Corp of Engineers Permit No. MVN-2010-232E-EOO and Louisiana Department of Natural Resources Coastal Use Permit Application Number P20100821 [modified].

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Wetlands Mitigation Agreement by and between St. Charles Parish and Delta Land Services, L.L.C., in the amount of \$832,500.00 is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Wetlands Mitigation Agreement 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 20th day of April, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*  
SECRETARY: *[Signature]*  
DLVD/PARISH PRESIDENT: *[Signature]*  
APPROVED: *[Signature]* DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: *[Signature]*  
RET/SECRETARY: *[Signature]*  
AT: 10:45 AM REGD BY: *[Signature]*

WETLANDS MITIGATION AGREEMENT

by and between  
ST. CHARLES PARISH  
and  
DELTA LAND SERVICES, L.L.C.

This Wetlands Mitigation Agreement (the "Agreement"), effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between St. Charles Parish (hereinafter referred to as "Permittee"), with a mailing address of 15045 River Road, Hahnville, LA 70057, and Delta Land Services, L.L.C. (hereinafter referred to as "DELTA LAND"), with a mailing address of 1090 Cincinara Drive, Port Allen, Louisiana 70767. Permittee and DELTA LAND are herein referred to as a "Party" in the singular, and as the "Parties" in the plural.

Recitals

WHEREAS, DELTA LAND desires to provide Permittee with mitigation acres that will satisfy Permittee's obligation to the U.S. Army Corps of Engineers (the "USACE") and Louisiana Office of Coastal Management (the "OCM") to compensate for wetland impacts occurring as a result of Permittee's activities associated with its levee project (the "Project").

WHEREAS, The Laurel Valley Coastal Mitigation Bank ("LVCMB") shall serve as a mitigation bank and shall provide 18.5 mitigation acres (the "Mitigation Acres") for compensatory mitigation as required by the Permittee's (Department of the Army Permit MVN-2010-232E-EOO and Coastal Use Permit P20100821 [modified] (the "DA Permit" and the "CUP" together the "Permits").

WHEREAS, the LVCMB is a mitigation bank within the New Orleans District and will be established and operated in accordance with all regulatory requirements found at 33 CFR Parts 325 and 332, and 40 CFR Part 230 (Processing Department of the Army Permits and Compensatory Mitigation for Losses of Aquatic Resources: Final Rule, April 10, 2008), as well as other requirements set forth by the USACE.

WHEREAS, the LVCMB is awaiting the release of Mitigation Acres associated with the signing of the Mitigation Banking Instrument (the "MBI") and acceptance of the as-built report. The initial release upon the signing of the MBI shall consist of 41.4 Mitigation Acres of Bottomland Hardwood and 49.0 Mitigation Acres of Cypress Swamp. Additionally, the release with the acceptance of the as-built report shall consist of a release of an additional 13.8 Bottomland Hardwood and 15.4 Cypress Swamp Acres.

WHEREAS, pursuant to this Agreement between Permittee and DELTA LAND, DELTA LAND, for the price outlined herein and to be paid by Permittee, will provide compensation for adverse wetland impacts as required by the Permits and further commits to enhance and restore wetland functions and maintain wetland habitats in accordance with the provisions of the Permits. Upon payment of the full purchase price described herein, DELTA LAND will assume the legal responsibility for the compensatory mitigation requirements of the Permits for which it transfers Mitigation Acres to Permittee. Additionally, DELTA LAND will provide to the USACE and OCM the documentation that confirms DELTA LAND has accepted the responsibility for providing the required compensatory mitigation.

NOW THEREFORE, for and in consideration of the premises and the payments hereinafter set forth, Permittee and DELTA LAND hereby agree as follows:

Agreement

- 1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.
- 2. Reservation of Acres from the Mitigation Banks. Subject to the terms and conditions of this Agreement, Permittee and DELTA LAND agree that a total of 18.5 Mitigation Acres (14.3 Cypress Swamp & 4.2 Bottomland Hardwood) shall be reserved from the LVCMB for purchase by Permittee. The Mitigation Acres shall consist of 14.3 Cypress Swamp & 4.2 Bottomland Hardwood Mitigation Acres and are subject to the actual compensatory mitigation requirements in the Permits. Delta Land warrants that at the time of transfer of the Mitigation Acres to Permittee, the Mitigation Bank has been approved by the USACE and that the Mitigation Acres have been released for transfer by the USACE and have not previously been reserved for or transferred to any other party.
- 3. Responsibilities of DELTA LAND.
  - a. DELTA LAND shall assume responsibility for the compensatory mitigation requirements of the Permits, for which it transfers acres, once Permittee has provided the appropriate number and type of acres that have been derived and confirmed by the USACE and OCM. DELTA LAND shall provide to the USACE and OCM documentation which confirms that DELTA LAND, as Sponsor of the LVCMB, has accepted the responsibility for providing the compensatory mitigation as required in the Permits.
  - b. DELTA LAND shall perform all necessary work to restore, enhance and/or preserve wetland functions and maintain wetland habitats in accordance with the provisions of the approved mitigation banking instrument.
- 4. Acceptance of Responsibility. Upon DELTA LAND's receipt of all payments due from Permittee under this Agreement, DELTA LAND agrees to accept sole

responsibility for all wetland mitigation requirements of Permittee under the Permits and in accordance with the terms provided in this Agreement.

- 5. Pricing. The price to be paid by Permittee to DELTA LAND per Mitigation Acre (the "Per Acre Price") shall be Forty Five Thousand and 00/100 (\$45,000.00) Dollars for a total cost to the Permittee of Eight Hundred Thirty Two Thousand Five Hundred and 00/100 (\$832,500.00) Dollars.
6. Deposit. Upon execution and delivery of this Agreement, Permittee shall pay DELTA LAND, by certified check, a cash deposit equal to 50% of the product of the Per Acre Price and the number of Mitigation Acres reserved pursuant to Section 2 hereof (the "Deposit"). This 50% Deposit payment is equal to Four Hundred Sixteen Thousand Two Hundred Fifty and 00/100 (\$416,250.00) Dollars.
7. Deposit Refund. The Deposit is refundable only in the event of one of the following:
a. If the USACE does not release the Mitigation Acres for sale by June 1, 2015, the Deposit shall become refundable at the Permittee's option on June 1, 2015; or
b. If the USACE releases the Mitigation Acres for sale by June 1, 2015, 50% of the Deposit (which equals Two Hundred Eight Thousand One Hundred Twenty Five and 00/100 [208,125.00] Dollars) shall be refundable only if Permittee cancels the Project and provides written evidence of the same to DELTA LAND within fourteen (14) days of doing so.
8. Purchase of Mitigation Acres; Payment. Within two (2) business days following the issuance of the DA Permit, Permittee shall purchase from DELTA LAND, and DELTA LAND shall transfer and sell to Permittee, the Mitigation Acres required by the Permits, and concurrently therewith, Permittee shall pay to DELTA LAND, in cash by certified check, an amount equal to the product of the final Mitigation Acres determined by the Permits times the Per Acre Price.
9. Agreement by DELTA LAND to Maintain Lands. At the time the Mitigation Acres are transferred to Permittee, DELTA LAND will have entered into an agreement with the USACE, which provides that DELTA LAND, and its successors or assigns, shall be the authorized agent responsible for maintaining and protecting lands contained within the LVCM. This responsibility includes, but is not limited to, lands subject to this Agreement, in perpetuity, unless said lands are transferred to a state or federal resource agency or non-profit conservation organization.
10. Termination.
a. This Agreement may be terminated by a mutual written agreement executed by the Parties.
b. In the event: (i) a petition is filed for bankruptcy by or against Permittee, (ii) there is an appointment of a receiver for Permittee or (iii) the insolvency of Permittee prior to Permittee's full performance hereunder, this Agreement shall automatically and immediately terminate without the necessity of any action or notice by or from DELTA LAND.
11. Default by Permittee. In addition to any remedies that DELTA LAND may have in law or at equity and in the event that Permittee does not make the payment specified herein, DELTA LAND shall not be obligated to issue Mitigation Acres to Permittee until such payment due has been received by DELTA LAND.
12. Notices. Except as otherwise provided herein, all notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by reputable overnight delivery service, mailed first-class, postage prepaid, registered or certified mail, as follows:
DELTA LAND: Delta Land Services, L.L.C. Attention: George J. Guerin 1090 Cincinere Drive Port Allen, Louisiana 70767 Email: george@deltaland-services.com
With a copy to: Delta Land Services, L.L.C. Attention: Codi Moore 1090 Cincinere Drive Port Allen, Louisiana 70767 Email: codi@deltaland-services.com
PERMITTEE: St. Charles Parish Attention: V. J. St. Pierre, Jr. P.O. Box 302 Hahnville, LA 70057
13. Specific Performance. The obligations of the parties hereto may be specifically enforced.
14. No Agency. Permittee and DELTA LAND are not partners, agents or joint venturers with each other, and this Agreement is not intended to nor shall it be construed to create a partnership, agency or joint venture relationship between Permittee and DELTA LAND.
15. Indemnification. DELTA LAND shall indemnify and hold Permittee harmless from and against: (i) such claims, damages, litigation and expenses that result from, arise out of or are caused by, and only to the extent of, DELTA LAND'S performance of the specific mitigation services under this Agreement; and (ii) all claims to which Permittee may become subject that result from or arise out of: (a) the inability or failure by DELTA LAND to perform the tasks as described in this Agreement or as required by the USACE or (b) the negligence of DELTA LAND. Any indemnification pursuant to this Section shall be limited to the total purchase price of the Mitigation Acres ultimately transferred to Permittee pursuant to this Agreement.
16. Miscellaneous.
a. Prevailing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without giving effect to conflicts of law principles of such State.
b. Amendment Waiver. This Agreement may not be amended, modified or altered without the written consent of the parties hereto.
c. Entire Agreement. This Agreement sets forth the entire Agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings related to the subject matter hereof.
d. Assignment. This Agreement may not be assigned by any party hereto without the prior written consent of all other parties hereto and such consent will not be unreasonably withheld, conditioned or delayed.
e. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.
f. No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.
g. Counterparts: Electronic Transmissions. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
h. Expenses. Each of the parties will bear its own costs and expenses, including legal fees and expenses, incurred in connection with this Agreement and the transactions contemplated hereby.
i. Attorneys' Fees. If any legal action, arbitration, mediation or other proceeding is brought from the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, then the successful or substantially prevailing party or parties will be entitled to recover reasonable attorneys' fees and other costs, including court costs, incurred in that action or proceeding, in addition to any other relief to which the successful or substantially prevailing party or parties may be entitled.
j. No Consequential or Punitive Damages. Neither party shall be liable to the other for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, whether by statute, in tort or contract or otherwise in respect of this Agreement or otherwise in connection with this transaction.

Agreed to and accepted this 24th day of April, 2015.

ST. CHARLES PARISH

By: [Signature]
Name: V. J. St. Pierre, Jr.
Title: Parish President

Agreed to and accepted this \_\_\_ day of \_\_\_, 2015.

DELTA LAND SERVICES, L.L.C.

By: [Signature]
Name: George J. Guerin
Title: Manager

2015-0110
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)
ORDINANCE NO. 15-4-15

An ordinance to amend the 2015 Consolidated Operating and Capital Budget, Amendment No. 2, to adjust the beginning fund balance and to add expenses for the Roads and Drainage Fund - Fund 112 for construction, architectural/engineering, and other fees in the total amount of \$6,974,585 unexpended in 2014 for various parish projects that were not completed in 2014.

WHEREAS, the 2015 St. Charles Parish Consolidated Operating and Capital Budget was adopted October 28, 2014 by Ordinance No. 14-10-20, and amended February 9, 2015 by Ordinance No. 15-2-3; and,
WHEREAS, the Parish Council has taken under consideration the study of Amendment No. 2 to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2015 to adjust the beginning fund balance of Fund 112 and then to subsequently add from the 2014 Unexpended Fund Balance, construction, architectural/engineering and other fees for: Fund 112 - Roads and Drainage - Drainage, Account No. 112-420260, in the amount of \$6,527,040; Fund 112 - Roads and Drainage - Paved Streets, Account No. 112-420210 in the amount of \$429,123; and Fund 112 - Roads and Drainage - Sidewalks, Account No. 112-420230 in the amount of \$18,422, all of which are for the projects as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2015 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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

And the ordinance was declared adopted this 20th day of April, 2015, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 10:45a RECD BY: [Signature]

DELTA LAND: Delta Land Services, L.L.C. Attention: George J. Guerin 1090 Cincinere Drive Port Allen, Louisiana 70767 Email: george@deltaland-services.com
With a copy to: Delta Land Services, L.L.C. Attention: Codi Moore 1090 Cincinere Drive Port Allen, Louisiana 70767 Email: codi@deltaland-services.com
PERMITTEE: St. Charles Parish Attention: V. J. St. Pierre, Jr. P.O. Box 302 Hahnville, LA 70057

ST. CHARLES PARISH

Agreed to and accepted this 24th day of April, 2015.
By: [Signature]
Name: V. J. St. Pierre, Jr.
Title: Parish President

ST. CHARLES PARISH

By: [Signature]
Name: Wendy Benedetto
Title: Councilwoman

2015-0111
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)
ORDINANCE NO. 15-4-17

An ordinance to amend the 2015 Consolidated Operating and Capital Budget, Amendment No. 3, to add from the 2014 unexpended Roads and Drainage Fund Balance, construction, architectural/engineering, and other fees for Fund 112 - Roads and Drainage - Drainage, Account No. 112-420260, in the amount of \$16,530,922 including Grant Revenues totaling \$4,075,711; Fund 112 - Roads and Drainage - Paved Streets, Account No. 112-420210 in the amount of \$4,851,322, including Grant Revenues totaling \$3,112,000; and Fund 112 - Roads and Drainage - Sidewalks, Account No. 112-420230 in the amount of \$270,288, all of which are for the projects as shown by the Revision Schedule.

WHEREAS, the 2015 St. Charles Parish Consolidated Operating and Capital Budget was adopted October 28, 2014 by Ordinance No. 14-10-20, and amended February 9, 2015 by Ordinance No. 15-2-3, and by Ordinance TBA (Amendment No. 2); and,
WHEREAS, the Parish Council has taken under consideration the study of Amendment No. 3 to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2015 to add from the 2014 Unexpended Fund Balance, construction, architectural/engineering and other fees for: Fund 112 - Roads and Drainage - Drainage, Account No. 112-420260, in the amount of \$16,530,922 including Grant Revenues totaling \$4,075,711; Fund 112 - Roads and Drainage - Paved Streets, Account No. 112-420210 in the amount of \$4,851,322, including Grant Revenues totaling \$3,112,000; and Fund 112 - Roads and Drainage - Sidewalks, Account No. 112-420230 in the amount of \$270,288, all of which are for the projects as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2015 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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

And the ordinance was declared adopted this 20th day of April, 2015, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 10:45a RECD BY: [Signature]

Table with columns: Description, Original, Last Adjusted, Current Year, % Change, and Ending Fund Balance. Rows include: BEGINNING FUND BALANCE, PRIOR PERIOD ADJUSTMENT, FUND BALANCE - RESTATED, CURRENT YEAR REVENUES & OTHER FINANCING SOURCES, TOTAL MEANS OF FINANCING, EXPENDITURES & OTHER FINANCING USES, PERSONAL SERVICES, OPERATING SERVICES, MATERIALS & SUPPLIES, OTHER CHARGES, DEBT SERVICE, CAPITAL OUTLAY, INTERGOVERNMENTAL TRANSFERS, TOTAL, NET CHANGE IN CURRENT REVENUES & OTHER SOURCES OVER EXPENDITURES & OTHER USES, ENDING FUND BALANCE.

2015-0140
INTRODUCED BY: V. J. ST. PIERRE, JR. PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
RESOLUTION NO. 6150

A resolution providing mandatory supporting authorization to endorse a subdivision in an OL zoning district, of Lots B-1 and B-3, Loupe Subdivision into Lots B-1A & B-3A, with a waiver from the required 20,000 square foot area, as requested by Betty Muller and Maurice Loupe.

WHEREAS, The St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive the minimum lot area requirement; and,
WHEREAS, the applicant requested a waiver from the minimum 20,000 square foot lot area for a lot in the OL zoning district to create Lot B-1A at 17,207.45 square feet and Lot B-3A at 10,552.84 square feet; and,
WHEREAS, the Planning and Zoning Commission at their April 9, 2015 meeting recommended approval of the subdivision with the waiver.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, does hereby provide this resolution authorizing the subdivision of Lot B-1 and B-3 of Loupe Subdivision into Lot B-1A at 17,207.45 square feet and Lot B-3A at 10,552.84 square feet in an OL zoning district.
The foregoing resolution 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 resolution was declared adopted this 20th day of April, 2015, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 10:45a RECD BY: [Signature]

2015-0141
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(GRANTS OFFICE)
RESOLUTION NO. 6151

A resolution certifying that St. Charles Parish has complied with the current Public Bid Laws of the State of Louisiana for the East LaBranche Shoreline Protection project, State Project No. PO-43.

WHEREAS, St. Charles Parish has solicited bids for the East LaBranche Shoreline Protection project, State Project No. PO-43, in accordance with the current Public Bid Laws of the State of Louisiana, including, but not limited to R.S. 38:2211 et. seq.; and,
WHEREAS, St. Charles Parish has submitted to CPRA proof of publication of advertisement for bids, a copy of the bid tabulation form certified to be correct by the Engineer, bid proposals and bid bonds as submitted by each of the three (3) lowest bidders, the recorded Ordinance and Notice of Contract, and the Notice to Proceed issued to Bertucci Contracting Company, LLC.

NOW, THEREFORE, BE IT RESOLVED, THAT THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby certify that St. Charles Parish has complied with the current Public Bid Laws of the State of Louisiana for the East LaBranche Shoreline Protection project, State Project No. PO-43.
The foregoing resolution 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 resolution was declared adopted this 20th day of April, 2015, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 10:45a RECD BY: [Signature]

2015-0143
INTRODUCED BY: WENDY BENEDETTO, COUNCILWOMAN, DISTRICT III
TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI
RESOLUTION NO. 6152

A resolution approving the contract renewal with Guidry Associates LLC, as the Legislative Liaison for the River Region Caucus, under a two year Agreement.

WHEREAS, on April 8, 2015, the members of the River Region Caucus voted to approve a two year contract renewal with Guidry Associates LLC as the Legislative Liaison, subject to Resolutions adopted by the Parish Councils of Ascension, St. James, and St. John the Baptist; and,
WHEREAS, the members of the St. Charles Parish Council agree that the services received from a Legislative Liaison have benefited the Parish.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve the contract renewal with Guidry Associates LLC, as the Legislative Liaison for the River Region Caucus, under a two year Agreement.
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 20th day of April, 2015 to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 10:45a RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Wendy Benedetto
COUNCIL SECRETARY

**PUBLIC NOTICE**



I, **Bernell Brudzinski Nedd**, have been convicted of Indecent Behavior with Juvenile. Date of Conviction: 11/05/2010. My address is 14423 Old Spanish Trl, Paradis, LA 70080.

RACE: Black  
SEX: Male  
DOB: 06/11/1985  
HGT: 5'11"  
WGT: 187  
HAIR COLOR: Black  
EYE COLOR: Brown

PUBLISH: April 23 & 30, 2015

**PUBLIC NOTICE**



I, **Ke'Michael J Straughter**, have been convicted of Indecent Behavior with Juveniles. Date of Conviction: 06/13/2011. My address is 528 Mockingbird St., Saint Rose, LA 70087.

RACE: Black  
SEX: Male  
DOB: 03/11/1993  
HGT: 5'10"  
WGT: 192  
HAIR COLOR: Black  
EYE COLOR: Brown

PUBLISH: April 30 & May 7, 2015

**SHERIFF'S SALE**

**SHERIFFS SALE  
SHERIFF'S OFFICE  
Suit No: (45) 79362-C  
Date: Thursday, February 5, 2015  
IBERIABANK  
VS  
TD INDUSTRIES, LLC  
GREG CHAMPAGNE, SHERIFF  
P.O. Box 426  
HAHNVILLE, LA 70057  
Parish of St. Charles  
29th Judicial District Court  
State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, JANUARY 8, 2015, 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, MAY 6, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining/situated in the PARISH OF ST. CHARLES STATE OF LOUISIANA and designated as LOT K-2A3. ALMEDIA OR PATTERSON PLANTATION, being part of original Lot K as shown on the plan of resubdivision by Landmark Surveying, Inc., J. F. Ruello Land Surveyor, dated 7/1/05, approved by the Planning and Zoning Commission of the Parish of St. Charles on 8/17/05 and recorded under Entry No. 311380 and in COB 656, folio 311, resubdivided according to a plan by J.F. Ruello, P.L.S., dated 2/14/07, approved by the Planning & Zoning Commission on 4/5/07 recorded in COB 689, folio 154, and according thereto, said Lot K-2A3 is bounded by Jefferson Highway (Kiver Road) (Louisiana Highway 48), Almedia Road (Louisiana State Highway 50) 1bt J Estate of Frances Verda and a 16 foot Road (not improved), Lot K-2A3 commences 1 159 feet from Jefferson Highway (River Road) (Louisiana Highway 48) and Almedia Road (Louisiana State Highway 50), and measures 248 feet front along Almedia Road (Louisiana Highway 50), same width in the rear by a depth of 104.46 feet between equal and parallel lines.

Being the same property acquired by TD Industries LLC by act passed before Katherine L. Richardson N.P., dated 5/3/07, Jefferson Parish, Louisiana.

The parties hereto take cognizance of the following without the intent of creating, reimposing or extending the same:

- Oil, Gas and Mineral Lease with a waiver of surface rights by Frances Pace, Antonietta Pace, Jacolyn Pace, Andrea Pace and Joseph Pace in favor of Alton C. Schultz dated 1/10/76 recorded in COB 170, folio 755.
- Oil, Gas and Mineral Lease with a waiver of surface rights by

Frances Pace, Antonietta Pace, Jacolyn Pace, Andrea Pace and Joseph Pace in favor of Texoil Company dated 6/14/79 recorded in COB 229, folio 286.

3. Oil, Gas and Mineral Lease with a waiver of surface rights by Frances Pace, Antonietta Pace, Jacolyn Pace, Andrea Pace and Joseph Pace in favor of Texoil Company dated 6/14/82 recorded in COB 281, folio 667.

4. Oil, Gas and Mineral Lease with a waiver of surface rights by Frances Pace, Antonietta Pace, Jacolyn Pace, Andrea Pace and Joseph Pace in favor of Anderson-Young & Associates Inc dated 1/31/84, recorded in COB 325, folio 776.

5. Servitudes in favor of the Parish of St. Charles dated 5/3/1/84, recorded in COB 316, folio 285.

6. Permanent: sewerage servitude in favor of the Parish of St. Charles as provided in a Judgment in Proceedings #36,491 of the 29th Judicial District Court for the Parish of St. Charles dated 6/3/94 recorded in COB 481, folio 423.

7. 16 foot sewerage servitude and sewerage line along Almedia Road (Louisiana State Highway 50); encroachment of ditch along Almedia Road (Louisiana State Highway 50), all as shown on the plan of resubdivision by Landmark Surveying, Inc., J.F. Ruello, Land Surveyor, dated 7/1/05 recorded under Entry No. 311380 and in COB 656, folio 311, and as shown on a survey by Landmark Surveying, Inc., J.F. Ruello, Land Surveyor, dated 12/14/05.

8. For a period of 10 years from the date of Act of Sale, Purchaser/Vendee, their heirs, successors and assigns, covenants and agrees not to lease, rent, occupy, or allow to be occupied, this property for use as either: (a) a discount store; a variety or general merchandise store; a dollar or bargain store; a close out or odd lot store; a Family Dollar Store, Fred's Dollar Tree, Variety Wholesale, \$99 Only, Deals or Dollar Bills; or any store which sells substantially the same type merchandise as sold by a Dollar General Store; (b) a food store or a food department, or for the sale for off-premises consumption of groceries, meats, produce, dairy products, bakery products or any of them; provided, however, that nothing contained in this Lease shall prevent any tenant on the contiguous property from selling such products as an incidental part of its other and principal business so long as the total number of square feet devoted by such tenant to the display for sale of Such products does not exceed five percent (5%) of the total number of square feet of building area leased by such tenant (including one-half (1/2) of the aisle space adjacent to any display area).

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FORTY-NINE THOUSAND ONE HUNDRED THIRTY-FOUR AND 40/100 (\$49,134.40) 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: April 02, 2015**  
**April 30, 2015**  
**GREG CHAMPAGNE-SHERIFF &**

**EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Robert A Mathis 212 Veterans Blvd. Metairie, LA 70005 504-837-9040 SCSO-CIV-209-0402**

**SHERIFF'S SALE**  
**SHERIFFS SALE**  
**SHERIFF'S OFFICE**  
**Suit No: (45) 78585-C**  
**Date: Wednesday, February 4, 2015**  
**BANK OF AMERICA, N.A.**  
**VS**  
**THOMAS TERREL LANGLEY, ET AL**  
**GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, JULY 16, 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, MAY 6, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE (1) CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in what is known as Willowridge Estates, according to a survey entitled Willowridge Estates, Phases I and II, prepared by J. J. Krebs & Sons, Inc., dated September 24, 1980, a copy of said survey being attached to Act of

Dedication, registered in COB 262, folio 148 of the records of St. Charles Parish, Louisiana, said lots transferred herein being more particularly described as follows: Lot 44, Square 6, said Square 6 being bounded by Savanna Drive, Suwannee Drive, Laurel Court and Willowdale Boulevard, said Lot 44 measures 80 feet front on Laurel Court, same width in the rear, by a depth of 120 feet between equal and parallel lines, all as more fully shown on survey by Lucien Gassen, dated January 15, 1992, redated June 26, 1992. Which has the address of 120 Laurel Court, Luling, LA 70070 And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWO HUNDRED FIFTY-NINE THOUSAND ONE HUNDRED THIRTY-EIGHT AND 25 / 100 (\$259,138.25) 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: April 02, 2015**  
**April 30, 2015**  
**GREG CHAMPAGNE-SHERIFF &**

**EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Robert A Mathis 212 Veterans Blvd. Metairie, LA 70005 504-837-9040 SCSO-CIV-209-0402**

**SHERIFF'S SALE**  
**SHERIFFS SALE**  
**SHERIFF'S OFFICE**  
**Suit No: (45) 78236-D**  
**Date: Tuesday, March 10, 2015**  
**JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**  
**VS**  
**CERRY VANDERCOOK BLACKWELL WIFE OF/AND BEN W. BLACKWELL**  
**GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, APRIL 30, 2015, 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, JUNE 3, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, means, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, and is located in SQUARE 15, and is designated as LOT 8. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **THREE HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED FIFTY-FIVE AND 99 / 100 (\$339,355.99) 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: April 02, 2015**  
**April 30, 2015**  
**GREG CHAMPAGNE-SHERIFF &**

**EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Charles K Watts 8550 United Plaza Blvd. Suite 200 Baton Rouge, LA 70809 225-924-1600 SCSO-CIV-209-0402**

**SHERIFF'S SALE**  
**SHERIFF'S OFFICE**  
**Suit No: (45) 79377-D**  
**Date: Wednesday, February 4, 2015**  
**WELLS FARGO BANK, NA**  
**VS**  
**ROBERT ANTHONY BINDER, JR. A/K/A ROBERT A. BINDER, JR. A/K/A ROBERT BINDER, JR., 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: THURSDAY, JANUARY 22, 2015, 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, MAY 6, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: The property described in the Act of Mortgage is described as follows: ALL THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as WILLOWRIDGE ESTATES, PHASE V-A, Section 4, T14S, R21E, recorded in COB 524, folio 73, of the records of St. Charles Parish, Louisiana and is located in SQUARE 15, and is designated as LOT 8.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **THREE HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED FIFTY-FIVE AND 99 / 100 (\$339,355.99) 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: April 02, 2015**  
**April 30, 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**  
**SHERIFF'S OFFICE**  
**Suit No: (45) 78236-D**  
**Date: Tuesday, March 10, 2015**  
**JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**  
**VS**  
**CERRY VANDERCOOK BLACKWELL WIFE OF/AND BEN W. BLACKWELL**  
**GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, APRIL 30, 2015, 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, JUNE 3, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, and according to which said lot is designated and measures as follows:

Lot 277, which measures 28.76 feet front on Evergreen Drive, 109.77 feet in the rear, 30.38 feet along the arc at the corner of Evergreen Drive and Longwood Drive, 102.30 feet along the Longwood Drive side, and 100 feet along the southerlymost side, all in accordance with a survey by J. J. Krebs & Sons, Inc., dated September 22, 1988, which shows said property bounded by Evergreen Drive, Longwood Drive, Rosedale Drive (side) and San Francisco Drive (side). Which has the address of 472 Evergreen Drive, Destrehan, Louisiana 70047.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED THIRTY-TWO THOUSAND SEVEN HUNDRED FIFTEEN AND 31 / 100 (\$132,715.31) 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: April 30, 2015**  
**May 28, 2015**  
**ATTORNEY FOR PLAINTIFF: Stacy C Wheat 601 POYDRAS ST., STE. 2080 NEW ORLEANS, LA 70130 504-522-8256**

**SHERIFF'S SALE**  
**SHERIFF'S OFFICE**  
**Suit No: (45) 78507-D**  
**Date: Thursday, March 12, 2015**  
**BANK OF AMERICA, NA**  
**VS**  
**JOYCELYN S. BRISBOIS A/K/A JOYCELYN SANCHEZ BRISBOIS**  
**GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, DECEMBER 10, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JUNE 3, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: Plaintiffs mortgage and/or privilege affects (he following described property, to-wit:

A certain lot of ground, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as Section Six, Ormond County Club Estates and more particularly described in Lot 1069, Square 28, therein on a plan of survey by J. J. Krebs & Sons, Inc., dated 2/16/78, recorded in COB 210, Folio 245, St. Charles Parish, Louisiana; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED SIXTY-ONE THOUSAND THIRTEEN AND 50/100 (\$161,013.50) 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: April 30, 2015**  
**May 28, 2015**  
**GREG CHAMPAGNE-SHERIFF &**

**EX-OFFICIO TAX COLLECTOR**

**SHERIFF'S SALE**  
**SHERIFF'S OFFICE**  
**Suit No: (45) 78236-D**  
**Date: Tuesday, March 10, 2015**  
**JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**  
**VS**  
**CERRY VANDERCOOK BLACKWELL WIFE OF/AND BEN W. BLACKWELL**  
**GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, APRIL 30, 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, JUNE 3, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, and according to which said lot is designated and measures as follows:

Lot 277, which measures 28.76 feet front on Evergreen Drive, 109.77 feet in the rear, 30.38 feet along the arc at the corner of Evergreen Drive and Longwood Drive, 102.30 feet along the Longwood Drive side, and 100 feet along the southerlymost side, all in accordance with a survey by J. J. Krebs & Sons, Inc., dated September 22, 1988, which shows said property bounded by Evergreen Drive, Longwood Drive, Rosedale Drive (side) and San Francisco Drive (side). Which has the address of 472 Evergreen Drive, Destrehan, Louisiana 70047.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED THIRTY-TWO THOUSAND SEVEN HUNDRED FIFTEEN AND 31 / 100 (\$132,715.31) 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: April 30, 2015**  
**May 28, 2015**  
**ATTORNEY FOR PLAINTIFF: Stacy C Wheat 601 POYDRAS ST., STE. 2080 NEW ORLEANS, LA 70130 504-522-8256**

**SHERIFF'S SALE**  
**SHERIFF'S OFFICE**  
**Suit No: (45) 78507-D**  
**Date: Thursday, March 12, 2015**  
**BANK OF AMERICA, NA**  
**VS**  
**JOYCELYN S. BRISBOIS A/K/A JOYCELYN SANCHEZ BRISBOIS**  
**GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, DECEMBER 10, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JUNE 3, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: Plaintiffs mortgage and/or privilege affects (he following described property, to-wit:

A certain lot of ground, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, and according to which said lot is designated and measures as follows:

Lot 277, which measures 28.76 feet front on Evergreen Drive, 109.77 feet in the rear, 30.38 feet along the arc at the corner of Evergreen Drive and Longwood Drive, 102.30 feet along the Longwood Drive side, and 100 feet along the southerlymost side, all in accordance with a survey by J. J. Krebs & Sons, Inc., dated September 22, 1988, which shows said property bounded by Evergreen Drive, Longwood Drive, Rosedale Drive (side) and San Francisco Drive (side). Which has the address of 472 Evergreen Drive, Destrehan, Louisiana 70047.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 63 / 100 (\$149,885.63) 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: April 30, 2015**  
**May 28, 2015**  
**ATTORNEY FOR PLAINTIFF: Ethan Hunt 1505 North 19th Street P.O. Box 2867 Monroe, LA 71207-2867 318-388-1440 SCSO-CIV-209-0402**

**SHERIFF'S SALE**  
**SHERIFFS SALE**  
**SHERIFF'S OFFICE**  
**Suit No: (45) 79014-D**  
**Date: Tuesday, March 3, 2015**  
**WELLS FARGO BANK, N.A.**  
**VS**  
**TROY TUSA, ET AL**  
**GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, OCTOBER 15, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JUNE 3, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, situated in Section 119, Township 13 South, Range 20 East, and Section 1, Township 14 South Range 20 East, and being a portion of what was formerly known as the Ellington Plantation, and Lots 87B through 116B and 94A of the "Extension of Subdivision of Portion of Ellington Plantation, along Magnolia Ridge Road", in that portion of ground that has been resubdivided and is designated as Magnolia Manor Subdivision, Phase 1-B, according to a plan of subdivision made by the office of Michael D. Bernard, P.L.S., dated November 3, 2004, revised on February 9, 2005, and further revised on February 10, 2005, which was approved by Ordinance No. 05-3-9 of the St. Charles Parish Council on March 21, 2005, a copy of which is recorded in the official records of St. Charles Parish, Louisiana at COB 649, folio 176, and further amended by Act of Amendment and Correction to Act of Dedication for Magnolia Manor Subdivision Plan 1-B, dated June 6, 2005, and according to said plan of subdivision and amendment, the lot described herein is designated as Lot 27 and more fully described as follows:

Lot 27 measures a distance of 62.25 feet front on Magnolia Manor Boulevard, has a width in the rear of 63.35 feet, a depth of 134.80 feet on the sideline adjacent to Lot 26, and a depth of 123.07 feet along the opposite sideline; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 63 / 100 (\$149,885.63) 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: April 30, 2015**  
**May 28, 2015**  
**ATTORNEY FOR PLAINTIFF: Ethan Hunt 1505 North 19th Street P.O. Box 2867 Monroe, LA 71207-2867 318-388-1440 SCSO-CIV-209-0402**

**SHERIFF'S SALE**  
**SHERIFFS SALE**  
**SHERIFF'S OFFICE**  
**Suit No: (45) 78507-D**  
**Date: Thursday, March 12, 2015**  
**BANK OF AMERICA, NA**  
**VS**  
**JOYCELYN S. BRISBOIS A/K/A JOYCELYN SANCHEZ BRISBOIS**  
**GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, APRIL 30, 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, JUNE 3, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, and according to which said lot is designated and measures as follows:

Lot 277, which measures 28.76 feet front on Evergreen Drive, 109.77 feet in the rear, 30.38 feet along the arc at the corner of Evergreen Drive and Longwood Drive, 102.30 feet along the Longwood Drive side, and 100 feet along the southerlymost side, all in accordance with a survey by J. J. Krebs & Sons, Inc., dated September 22, 1988, which shows said property bounded by Evergreen Drive, Longwood Drive, Rosedale Drive (side) and San Francisco Drive (side). Which has the address of 472 Evergreen Drive, Destrehan, Louisiana 70047.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED THIRTY-TWO THOUSAND SEVEN HUNDRED FIFTEEN AND 31 / 100 (\$132,715.31) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

**ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: David W. Hugenbruch 1505 North 19th Street P.O. Box 2867 Monroe, LA 71207-2867 318-388-1440 SCSO-CIV-209-0402**

**SHERIFF'S SALE**

**SHERIFFS SALE**  
**SHERIFFS OFFICE**  
**Suit No: (45) 79014-D**  
**Date: Tuesday, March 3, 2015**  
**WELLS FARGO BANK, N.A.**  
**VS**  
**TROY TUSA, ET AL**  
**GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St**