

# LEGALS

## ST. CHARLES PARISH PUBLIC NOTICES



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### PUBLIC NOTICE

#### ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, OCTOBER 5, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

**2015-0339** (9/21/15, St. Pierre, S. Scholle)  
An ordinance to approve and authorize the execution of a Construction Contract with Volute, Inc. for Parish Project No. P081102-6, Dunleith Canal Bank Stabilization - Phase V, in the amount of \$1,038,206.00 which includes the Base Bid, Alternate No. 1 and Alternate No. 2.

**2015-0340** (9/21/15, St. Pierre, S. Scholle)  
An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Project No. P080905-3C, State Project No. H.009257, Willowridge Levee Improvements - Phase III, Willowdale PS T-Wall and Levee Extension Project, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$7,440,171.00.

**2015-0341** (9/21/15, Hogan)  
An ordinance to amend the Code of Ordinances for St. Charles Parish, Chapter 11 Health & Sanitation, Article III. Open Outdoor Burning, Section 11-29. Exceptions to prohibition against outdoor burning. (2) by revising location of burning.

**2015-0342** (9/21/15, Hogan)  
An ordinance to amend Ordinance No. 15-6-9 to correct the error in Section I. thereof.

**2015-0343** (9/21/15, St. Pierre, B. Boe)  
An ordinance to approve and authorize the execution of a Lease with the Secretary of the Army for the twenty-six acre Bonnet Carre' Spillway Recreation Site. (Lease No. DACW29-1-15-39).

**2015-0344** (9/21/15, St. Pierre, S. Scholle)  
An ordinance to amend the Code of Ordinances by revising Chapter 21, Article I, removing Section (e), and amending Section (f) regarding the installation of culverts on streets containing open swale drainage.

**2015-0316** (9/8/15, St. Pierre, R. Perry)  
An ordinance to approve and authorize the execution of a Contract with Tasch Electric LLC., for construction of R56 standard electrical grounding and an uninterruptible power supply at the St. Charles Parish Emergency Operations Center at 15026 River Road in Hahnville, Base bid in the amount of \$350,000.00, Parish Project No. P150701.

**PUBLISH: September 24, 2015  
October 1, 2015**

### PUBLIC NOTICE

#### SECTION 00010

#### ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Ellington Levee- Phase I as follows:

Owner: St. Charles Parish

Project Title: Ellington Levee- Phase I

Project No.: P080905-5B

Principal Work Location: The contract work will be located generally south of the Minosia Park and Holder Estates communities of Luling and Boutte, St. Charles Parish, LA.

Description of Basic Work: The contract work comprises of an earthen levee via opposite cast borrow, and off-site sources, and placement of compacted embankment, a parallel crushed stone roadway, clearing and grubbing, installation of reinforced concrete box culverts, placing silt fence, constructing ramps, fertilizing, seeding and mulching.

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 October 19, 2015. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Courthouse. 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, Burk-Kleinpetter, Inc. located at 4176 Canal St., New Orleans, LA 70119.

A payment of \$ 200.00 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.38:221(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on **October 5, 2015 at 10:00 a.m.** at St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana.** Attendance of the Pre-Bid Conference is **Mandatory.**

Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond. If the bid is submitted electronically and a certified or cashier's check is used for bid bond, then the actual check shall be delivered to the St. Charles Parish Council 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  
ISQFT

Thursday, September 17, 2015  
Thursday, September 24, 2015  
Thursday, October 01, 2015  
Thursday, October 08, 2015

### PUBLIC NOTICE

#### ST. CHARLES PARISH SCHOOL BOARD

#### ADVERTISEMENT FOR BID

Sealed bids will be received by the St. Charles Parish School Board, 13855 River Road, Luling, Louisiana 70070, online at [www.stcharles.k12.la.us](http://www.stcharles.k12.la.us) under quick links (online bids, RFP's, etc.) until 2:00 P.M., Tuesday October 21, 2015, on a **10 YEAR LEASE - PURCHASE AGREEMENT FOR UP TO FIVE (5) NEW (2016) 65 PASSENGER BODY AIR CONDITIONED SCHOOL BUSES.**

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

Each bid shall be sealed in an envelope with the Bidder's name and address indicated in the upper left-hand corner and clearly marked on the outside as follows, "**10 YEAR LEASE - PURCHASE AGREEMENT FOR UP TO FIVE (5) NEW (2016) 65 PASSENGER BODY AIR CONDITIONED SCHOOL BUSES.**" ALL BIDS SHALL BE EITHER HAND DELIVERED, SENT BY REGISTERED OR CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED OR SUBMITTED ONLINE AT [www.stcharles.k12.la.us](http://www.stcharles.k12.la.us) UNDER QUICK LINKS (ONLINE BIDS, RFP'S, ETC.)

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

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

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

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

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

1<sup>st</sup> Printing - September 17, 2015  
2<sup>nd</sup> Printing - September 24, 2015  
3<sup>rd</sup> Printing - October 1, 2015

### PUBLIC NOTICE

#### SECTION 00010

#### ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Primrose Lift Station and Force Main Upgrades - S091101 as follows:

Owner: St. Charles Parish

Project Title: Primrose Lift Station and Force Main Upgrades

Project No.: SCP No. S091101, EES No. 1213

Principal Work Location: The contract work will be located generally at the existing Primrose Lift Station.

Description of Basic Work: The contract work comprises of the upgrade of Primrose Lift Station.

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 October 13, 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, Environmental Engineering Services, Inc., 610 Belle Terre Boulevard, LaPlace, Louisiana 70068, (985) 653-0185.

A payment of \$175.00 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.38:221(D).

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 **September 29, 2015 at 10:00 a.m.** at 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  
ISQFT

Thursday, September 17, 2015  
Thursday, September 24, 2015  
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### PUBLIC NOTICE

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

The St. Charles Parish, Zoning Board of Adjustment will meet on October 15, 2015 at 7:00 p.m. at the St. Charles Parish Courthouse, Council Chamber to hear the following cases: **ZBA-2015-27** requested by **Eugene Baudoin** to waive the required DFIRM elevation of +5 NAVD to 12" above center line of the street for a detached shed at **118 Hwy 635, Des Allemands**, Zoning District R-1A, Council District 4  
**ZBA-2015-28** requested by **John Q. Harris** to reduce the required side yard setback from 5 ft. to 1 ft. for a detached carport at **241 Turtle Creek Ln, St. Rose**, Zoning District R-1A, Council District 5.  
**Publish 10/1, 10/8, 10/15**

### PUBLIC NOTICE

"Anyone knowing the whereabouts of **Merit Johnson** or his heirs or assigns, please contact Attorney **Regina E. Cyrus** at 13726 River Road, Destrehan, Louisiana 70047; 985-764-9911."

Publish September 24 & October 1, 2015

### PUBLIC NOTICE

"Anyone knowing the whereabouts of **Marcus P. Moliere** or his heirs or assigns, please contact Attorney **Regina E. Cyrus** at 13726 River Road, Destrehan, Louisiana 70047; 985-764-9911."

Publish September 24 & October 1, 2015

### PUBLIC NOTICE

#### ST. CHARLES PARISH SCHOOL BOARD

#### ADVERTISEMENT FOR BID

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

Each bid shall be sealed in an envelope with the Bidder's name and address indicated in the upper left-hand corner and clearly marked on the outside as follows, "**BID ON ONE (1) NEW (2016) 45 PASSENGER BODY AIR CONDITIONED SCHOOL BUS EQUIPPED TO TRANSPORT SPECIAL NEEDS STUDENTS.**" ALL BIDS SHALL BE EITHER HAND DELIVERED, SENT BY REGISTERED OR CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED OR SUBMITTED ONLINE AT [www.stcharles.k12.la.us](http://www.stcharles.k12.la.us) UNDER QUICK LINKS (ONLINE BIDS, RFP'S, ETC.)

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

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

ST. CHARLES PARISH SCHOOL BOARD  
Felecia Gomez-Walker, Superintendent  
13855 River Road  
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2<sup>nd</sup> Printing - September 24, 2015  
3<sup>rd</sup> Printing - October 1, 2015

### PUBLIC NOTICE

#### PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON OCTOBER 8, 2015 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR THE FOLLOWING CASES:

**TABLED CASE: PZR-2015-18** requested by **Houston Energy** for a change in zoning classification from R-1A to OL (Open Land) at approx. 3 acres of property in Section T13S R21E, Sec. 43, Luling, LA. Council District 2.

**PZSPU-2015-16** requested by **Houston Energy** for a Special Permit Use for Mineral Extraction to construct a board road and prospect for gas via conventional rig and drill pad at approx. 3 acres of property in Section T13S R21E, Sec. 43, Luling, LA. Proposed Zoning OL (Open Land) Council District 2.

**PZR-2015-19** requested by **David M. Folse** for a change in zoning classification from C-3 to M-1 at **14199 Hwy 90, Boutte**, Council District 4.

**PZO-2015-04** requested by **Paul J. Hogan, PE, Councilman District IV**, for an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Section VI., Zoning district criteria and regulations., D., [I], I. c. Special Permit Uses in the M-1 Zoning District, by adding "(10) cemeteries upon approval of the Planning Commission and a supporting resolution of the Council."

**PUBLIC HEARING: PZSPU-2015-20** requested by **Coastal Permitting, LLC** for a Special Permit Use for an Accessory Dwelling Unit (ADU) at **320 Wade St., Luling**, Zoning District R-1A, Council District 7.

**PZR-2015-20** requested by **Ashley Plaisance** for a change in zoning classification from R-1A to OL at Lots J-1 and J-2 of a Partition of the Heirs of Anatole Frloux, **309 St. Mark Ave., Ama**, Council District 2.

**PZR-2015-22** requested by **Airlanze Wells** for a zoning reclassification C-2 to R-3 at Lot Z1-A in front of Ormond Meadows Subdivision, **14194 River Rd., Destrehan**, Council District 3

**PZR-2015-23** requested by **DVI Properties, LLC** for a change in zoning classification from R-1A(M) to C-2 on a Portion of Lot 1-A Square 1 of Crespo Subdivision at **11760 River Rd., St. Rose**, Council District 5.

**PZS-2015-24** requested by **Louis Authement on behalf of Justin & Heather Loupe and Elaine Naranjo** for resubdivision of Lots 307, 308 and 60 ft. access to be revoked in Fashion Plantation Estates, Ph. II into Lots 307A & 308A **700 & 702 S. Fashion Blvd.** in Sections 7 & 8, T13S R20E, St. Charles Parish, La. Zoning District R-1A, Council District 1.

**PZR-2015-35** requested by **Jody Fahrig** for resubdivision of the T.C. Dufrene Estate & Lot 21-A-3 into lots herein designated as Lot 21-A-4, Lot 21-A-5 and Lot 1-TCDE of the T.C. Dufrene Estate situated in Section 11, T14S R20E, Boutte, St. Charles Parish, La. Zoning District R-1A, Council District 4.

**PZS-2015-36** requested by **Romeo J. Dufresne** for resubdivision of Lot 25, Good Hope Subdivision, Annex C, into Lots 25A & 25B, Good Hope Subdivision, Annex C, situated in Section 6, T12S R8E, St. Charles Parish, La. Zoning District C-2 & R-1A, Council District 6.

**PUBLISH 9/24, 10/1, 10/8**

### PUBLIC NOTICE

#### NOTICE OF OPPORTUNITY FOR PUBLIC COMMENT ON PROPOSED SETTLEMENT AGREEMENT BETWEEN THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY AND INTERNATIONAL-MATEX TANK TERMINALS/IMTT-GRETTA

The Louisiana Department of Environmental Quality and International-Matex Tank Terminals/IMTT-Gretta, Agency Interest Numbers 4885 and 8100, have entered into a proposed settlement agreement, Settlement Tracking No. SA-AE-13-0022, concerning the State's allegations of environmental violations by Respondent at its facilities in St. Charles Parish, Louisiana, which allegations are set forth in Consolidated Compliance Orders & Notices of Potential Penalties, Enforcement Nos. AE-CN-05-0222 and AE-CN-10-00154; Amended Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. AE-CN-10-00154A; Notices of Potential Penalties, Enforcement Nos. AE-PP-06-0069 and AE-PP-11-00341; and Compliance Order, Enforcement No. AE-C-07-0033; and other violations the Respondent requested the Department of Environmental Quality to include in the settlement and which are not in Consolidated Compliance Orders & Notices of Potential Penalties, Amended Compliance Order & Notice of Potential Penalty, Notices of Potential Penalties, and Compliance Order.

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

Terms and conditions of the proposed settlement agreement may be reviewed on the Department of Environmental Quality's website at [www.deq.louisiana.gov](http://www.deq.louisiana.gov), by selecting *Divisions, Enforcement, and Settlement Agreements*. The document may also be viewed at, and copies obtained from, the Louisiana Department of Environmental Quality, Public Records Center, Room 127, Galvez Building, 602 North Fifth Street, Baton Rouge, Louisiana 70802. To request a copy of the proposed settlement, submit a completed Public Record Request Form (DEQ Form FSD-0095-01). The form and instructions for completion may be found on the DEQ Website at the following address: <http://www.deq.state.la.us/pubRecords/default.htm>, or by calling the Customer Service Center at 1-866-896-5337.

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

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

Publish: October 1, 2015

**Legals deadline is Friday at 3 p.m.**  
for the following issue.

985-758-2795

## ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

**St. Charles Parish School Board Meeting Minutes**  
**Wednesday, September 16, 2015**  
**13855 River Road**  
**Luling, LA. 70070**

*Generated by Priscilla Thibodeaux on Thursday, September 17, 2015*

### Members present

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

### Meeting called to order at 6:30 PM

#### 1. Opening Items

1.01 Call To Order

Board President called the meeting to order.

1.02 Pledge of Allegiance

Mr. Sonny Savoie led in the Pledge of Allegiance

1.03 Roll Call

All Board Members were in attendance.

#### 2. Resolutions/Proclamations

2.01 Resolution in Memory of Ms. Sandra Oubre

WHEREAS, Ms. Sandra Oubre served as a teacher for 10 years and a principal for 11 years in the St. Charles Parish Public School System, now

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

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

The Superintendent's recommendation is to approve adoption of the memory resolution for Ms. Sandra Oubre.

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

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

2.02 Resolution in Memory of Ms. Patricia A. Pitre

WHEREAS, Ms. Patricia A. Pitre served as a librarian for 15 years in the St. Charles Parish Public School System, now

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

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

The Superintendent's recommendation is to approve adoption of the memory resolution for Ms. Patricia A. Pitre.

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

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

Proclamation: 2.03 United Way Month Proclamation

The Superintendent recommends acceptance of the United Way Month Proclamation.

Board President introduced Ms. Tamara Plattsmier, Administrative Assistant at United Way of St. Charles. Ms. Plattsmier thanked the Board and invited everyone to attend the Battle for the Paddle Gumbo Cook-off to be held on October 1, 2015 at the West Bank Bridge Park.

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

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

After asking for moment of personal privilege, Mr. John Smith recognized Ms. Kara Washington, Assistant Principal at Albert Cammon Middle School. Ms. Washington is a candidate in the coming election for the State Board of Education.

#### 3. Recognitions

3.01 AdvancED Accreditation

Superintendent Gomez-Walker introduced Mr. Ray Poplus, Director of AdvancED, who presented the St. Charles Parish School Board with a plaque for continuing AdvancED Accreditation.

3.02 Service Awards

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

#### 4. Business Items

4.01 Minutes, Committee Meetings of August 17, 2015 & Board Meeting of August 19, 2015

The Superintendent recommends approval of the minutes of the August 17, 2015 Committee Meetings and August 19, 2015 Regular Board Meeting as presented to the Board.

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

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.02 Personnel Items

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

Motion by Ellis A Alexander, second by Melinda H Bernard.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.03 Revision to Board Policy 1.10 - Student Records, Second Reading and Adoption

The Superintendent recommends acceptance of revised Board Policy 1.10 - Student Records for a second reading and adoption.

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

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.04 Change Order Number One - Middle School Lighting Fixture Replacement

The Superintendent recommends approving change order number one for the middle school lighting fixture replacement project at a credit of \$18,583.90.

Motion by John W Robichaux, second by Melinda H Bernard.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.05 Substantial Completion - Middle School Lighting Fixture Replacement

The Superintendent recommends accepting substantial completion of the middle school lighting fixture replacement project.

Motion by Alex L Suffrin, second by John L Smith.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.06 Selection of School Board Liability Insurance

The Superintendent recommends approving the renewal of the current School Board liability insurance package, including the rejection of uninsured motorist coverage, directly from the brokerage firm of Arthur J. Gallagher at a cost of \$295,448.

Motion by Dennis J Naquin, second by Melinda H Bernard.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.07 Renewal of Humana Medicare Advantage Plan

The Superintendent recommends approving the renewal of the Medicare Advantage Plan from Humana at a cost of \$1,690,826.

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

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

4.08 Accounts Payable for the month of August 2015

The Superintendent recommends approval of the accounts payable for the month of August 2015 as presented.

#### COST

General Fund	\$2,116,827.05
Special Revenue Funds	229,635.08
Capital Projects	2,107,226.21
Debt Service Fund	983,340.63
TOTAL	\$5,437,028.97

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

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

#### 5. Closing Items

5.01 Standing Committee Reports

Mr. Alexander - Personnel & Policy Committee

Ms. Bernard - Curriculum, Instruction & Assessment Committee

Mr. Naquin - Risk Management & Insurance

Mr. Smith - Capital Improvements Committee

Mr. Suffrin - Finance & Audit Committee

5.02 Superintendent's Report

The Superintendent congratulated and introduced Ms. Paulette Fairchild, Pupil Appraisal/Section 504 Coordinator.

In her oral report, the Superintendent welcomed Ms. Stevie Crovotto, Director of Public Information to provide a presentation on the newly redesigned website for the district. Ms. Crovotto presented the district and schools' new websites.

Ms. Gomez-Walker congratulated Mimosa Park Elementary Principal, Michele deBruler for being selected by her peers as St. Charles Parish Public School's Principal of the Year.

The Superintendent said that the Battle on the River, the rival football game will be on Friday, September 25<sup>th</sup> where the Destrehan Fighting Wildcats will visit the Hahnville Fighting Tigers for the 2015 Battle on the River. She said that kickoff is set for 7:00 p.m. and encouraged everyone to arrive early and carpool. The Superintendent reminded everyone of the bag protocol regarding see-through bags or bags smaller than 8 and half by 11 inches. For more information leading up to the big game, visit the district's website.

5.03 Motion to add an item to the agenda.

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

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

5.04 Motion to go into Executive Session

Motion to go into Executive Session under the provisions of 42:16-17 to discuss Legal Matters.

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

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

Motion to return to regular session.

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

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

5.05 Meeting Adjourn

Motion by John W Robichaux, second by John L Smith.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

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

Publish: October 1, 2015

## ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

**St. Charles Parish Public Schools - Special Board Meeting**  
**Tuesday, September 15, 2015**  
**13855 River Road**  
**Luling, LA 70070**

*Generated by Priscilla Thibodeaux on Tuesday, September 15, 2015*

### Members present

Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Alex L Suffrin and Superintendent Felecia Gomez-Walker

### Members absent

Clarence H. Savoie & John L. Smith

### Meeting called to order at 12:00 PM

#### 1. Opening Items

Procedural: 1.01 Call To Order

Board President called the meeting to order.

Mr. Ellis Alexander led the Pledge of Allegiance

Procedural: 1.02 Roll Call

All Board Members and the Superintendent were in attendance with the exception of Mr. John Smith and Mr. Clarence Savoie.

#### 2. Business Items

Action: 2.01 Resolution Providing for the Opening and Tabulation of Bids Received for Purchase of General Obligation School Bonds

It is recommended to adopt the resolution providing for the opening and tabulation of the sealed and electronic bids received for the purchase of \$42,000,000 of General Obligation School Bonds, Series 2015 of School District No. 1 of the Parish of St. Charles, State of Louisiana.

Motion by John W Robichaux, second by Melinda H Bernard.

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Alex L Suffrin

Action: 2.02 Resolution to Accept the Lowest Bid Received for the Purchase of \$42,000,000 of General Obligation School Bonds from Bank of America Merrill Lynch, of New York, New York

It is recommended to take action with respect to adopting a resolution accepting the lowest bid received for the purchase of \$42,000,000 of General Obligation School Bonds, Series 2015 of School District No. 1 of the Parish of St. Charles, State of Louisiana.

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

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Alex L Suffrin

Action: 2.03 Resolution Authorizing the Incurring of Debt and Issuance of \$42,000,000 of General Obligation School Bonds and Providing for Other Matters in Connection Therewith

It is recommended to take action with respect to adopting a resolution authorizing the incurring of debt and issuance of \$42,000,000 of General Obligation School Bonds, Series 2015 of School District No. 1 of the Parish of St. Charles, State of Louisiana and providing for other matters in connection therewith.

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

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Alex L Suffrin

#### 3. Closing Items

Action: 3.01 Meeting Adjourn

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

Final Resolution: Motion Carries

Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Alex L Suffrin

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

Publish: October 1, 2015

## PUBLIC NOTICE

### NOTICE TO BIDDERS

Sealed bids for the following will be received by the Louisiana Department of Transportation and Development, Procurement Section, 1201 Capitol Access Road, 4<sup>th</sup> Floor, East Wing Room S-447, Headquarters Administration Building, Baton Rouge, LA 70802. Telephone number (225)379-1444 on days(s) shown below, until 10:00 A.M., FRIDAY, OCTOBER 23, 2015. No bids will be accepted after this hour. At 10:00 A.M. of the same day and date, they will be publicly opened and read in Headquarters Administration Building, 4<sup>th</sup> Floor, East Wing S-447. Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212 (A)(1)(c) and/or R.S. 39:1594 (C)(2)(D).

**SOLICITATION/RFX NUMBER 3000004260**  
**ANNUAL CONTRACT FOR FURNISHING LIQUID ASPHALT FOR A PERIOD OF TWELVE (12) MONTHS BEGINNING NOVEMBER 1, 2015 AND ENDING OCTOBER 31, 2016.**

The Department will award the contract to the lowest responsible bidder without discrimination on grounds of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation or disabilities. Minority business enterprises will be afforded full opportunity to submit bids pursuant to this advertisement.

Full information, specifications and Solicitation/RFX forms may be obtained by accessing the bid number in LaPal at [www.prd.doe.louisiana.gov/osp/lapac/pubmain.asp](http://www.prd.doe.louisiana.gov/osp/lapac/pubmain.asp) or the purchasing section listed from the above address.

Bids must be submitted on Solicitation/RFX forms provided by the Department. Evidence of authority to submit the bid shall be required in accordance with R.S. 39:1594.

The Department reserves the right to reject any and all bids and to waive any informalities.

SHERI LEBAS, P.E.,  
 SECRETARY, LADOTT  
 CHARLOTTE GARRISON, CPPB  
 DOTD PROCUREMENT DIRECTOR

Publish: October 1, 2015

## PUBLIC NOTICE

PUBLIC NOTICE  
 LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ)  
 Shell Oil Products US, St. Rose Refinery  
 ADMINISTRATIVE COMPLETENESS DETERMINATION

The LDEQ, Office of Environmental Services, has reviewed a Title V air permit renewal and modification application from Shell Oil Products US, P.O. Box 10, Norco, LA 70079 for the St. Rose Refinery and determined that it is administratively complete. The application was received on September 14, 2015. The facility is located at 11842 River Road in St. Rose, LA, St. Charles Parish.

Shell Oil Products US proposes to renew and modify their air permit.

Inquiries or requests for additional information regarding this application should be directed to Tabitha Tourner, LDEQ, Environmental Assistance Division, P.O. Box 4313, Baton Rouge, LA 70821-4313, phone (225) 219-3286.

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

Permit public notices can be viewed at the LDEQ permits public notice webpage at <http://www.deq.louisiana.gov/apps/pubNotice/default.asp> and general information related to the public participation in permitting activities can be viewed at [www.deq.louisiana.gov/norm/mbid/2198/Default.aspx](http://www.deq.louisiana.gov/norm/mbid/2198/Default.aspx).

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

All correspondence should specify **AI Number 3462, Permit Number 2520-00028-V3, and Activity Number PER20150003**

Publish: October 1, 2015

## PUBLIC NOTICE

Destrehan Sushi, Inc, dba Uchi Sushi & Hibachi, is applying to the Office of Alcohol & Tobacco Control of the state of Louisiana for permit to sell beverages of low and high alcoholic contents at retail in the parish of St. Charles at the following address: 3001 Ormond Blvd, Ste I, Destrehan, LA 70047, Johnny Hoang, President.

Publish: October 1, & October 8, 2015

## PUBLIC NOTICE

PROCEEDINGS OF THE PARISH SCHOOL BOARD OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, TAKEN AT A SPECIAL MEETING HELD ON TUESDAY, SEPTEMBER 15, 2015.

The Parish School Board of the Parish of St. Charles, State of Louisiana, met in special session at its regular meeting place, the Parish School Board Office, 13855 River Road, Luling, Louisiana, on Tuesday, September 15, 2015, at twelve o'clock (12:00) p.m., Louisiana Time (Central Standard Time), pursuant to the following written notice which was given to each and every member thereof and duly posted in the manner required by law:

September 15, 2015  
 Luling, Louisiana

NOTICE IS HEREBY GIVEN that a special meeting of the Parish School Board of the Parish of St. Charles, State of Louisiana, the governing authority of School District No. 1 of the Parish of St. Charles, State of Louisiana, has been ordered and called and will be held at its regular meeting place, the Parish School Board Office, 13855 River Road, Luling, Louisiana, on Tuesday, September 15, 2015, at three (12:00) o'clock p.m., for the following purposes, to-wit:

- To consider and take action with respect to receiving and opening sealed bids for the purchase of Forty Two Million Dollars (\$42,000,000) of General Obligation School Bonds, Series 2015, of School District No. 1 of the Parish of St. Charles, State of Louisiana; and to consider and take action with respect to accepting the lowest and best bid received for the purchase of said Bonds.
- In the event any bid is accepted for the purchase of the Bonds, to consider and take action with respect to adopting a resolution providing for the issuance of the Bonds and other matters in connection therewith.
- To consider and transact any other business which may properly come before the Parish School Board.

PARISH SCHOOL BOARD OF THE  
 PARISH OF ST. CHARLES,  
 STATE OF LOUISIANA

/s/ Felecia Gomez-Walker  
 Secretary

There were present: Dennis J. Naquin, Ellis A. Alexander, John W. "Jay" Robichaux, Alex L. Suffrin, Melinda H. Bernard and Arthur A. Aucoin

There was absent: Clarence H. Savoie and John L. Smith

The Parish School Board of the Parish of St. Charles, State of Louisiana, was duly convened as the governing

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

MEMBERS: YEAS: NAYS: ABSENT: ABSTAINING: Dennis J. Naquin, Ellis A. Alexander, Clarence H. Savoie, John L. Smith, John W. "Jay" Robichaux, Alex L. Sufirin, Melinda H. Bernard, Arthur A. Aucoin

And the resolution was declared adopted on this, 15<sup>th</sup> day of September, 2015.

/s/ Felicia Gomez-Walker Secretary /s/ Arthur A. Aucoin President

The bids received on September 15, 2015, for the purchase of Forty Two Million Dollars (\$42,000,000) of General Obligation School Bonds, Series 2015, of School District No. 1 of the Parish of St. Charles, State of Louisiana, were thereupon read in public session of the Governing Authority, said bids being based upon the maturity schedule set out in the Official Statement and hereinafter set out in these proceedings, said bids being as follows, to-wit:

Bidder: TIC: Bank of America Merrill Lynch 3.2545%, Robert W. Baird & Co., Inc. 3.2732, Wells Fargo Bank, National Association 3.3000, Citigroup Global Markets Inc. 3.3399, Janney Montgomery Scott LLC 3.4577, Mesirow Financial, Inc. 3.5063, Fidelity Capital Markets 3.5183, Hutchinson, Shockey, Erley & Co. 3.5278

The following resolution was offered by Alex L. Sufirin and seconded by Dennis J. Naquin:

RESOLUTION

A resolution accepting the bid of Bank of America Merrill Lynch, of New York, New York, for the purchase of Forty Two Million Dollars (\$42,000,000) of General Obligation School Bonds, Series 2015, of School District No. 1 of the Parish of St. Charles, State of Louisiana.

WHEREAS, pursuant to the provisions of a Notice of Bond Sale dated July 22, 2015, published in the manner required by law, and pursuant to the provisions of a resolution adopted by the Parish School Board of the Parish of St. Charles, State of Louisiana, the governing authority of School District No. 1 of the Parish of St. Charles, State of Louisiana (the "Issuer"), on July 22, 2015, bids were solicited for the purchase of Forty Two Million Dollars (\$42,000,000) of General Obligation School Bonds, Series 2015, of the Issuer (the "Bonds"), on September 15, 2015; and

WHEREAS, eight(8) bids were received for the purchase of the Bonds; and

WHEREAS, this Parish School Board has found and determined and does hereby find and determine that the bid submitted by Bank of America Merrill Lynch, of New York, New York (the "Purchaser"), complies with all terms and conditions prescribed by the Notice of Bond Sale and Official Statement; and

WHEREAS, this Parish School Board desires to accept said bid and to take such action as may be necessary to accomplish the delivery of the Bonds to the Purchaser;

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

SECTION 1. The bid of the Purchaser for the purchase of the Bonds, a copy of which is annexed hereto as Exhibit A, is hereby accepted and the Bonds are hereby awarded in compliance with the terms of the bid.

SECTION 2. In accordance with the provisions of the Preliminary Official Statement, the acceptance and award of each bid is conditioned on the receipt by wire on or before 3:30 p.m. tomorrow of an amount equal to 1% of the principal amount of the Bonds described in such bid. In the event a good faith deposit for the issue of Bonds is not received timely, this acceptance of such bid and award of the sale of such Bonds shall be void. The amount of the good faith deposit shall be deposited and credited towards the purchase price of the Bonds without regard to any interest earnings thereon.

SECTION 3. When the Bonds have been properly prepared, this Governing Authority is hereby authorized to deliver the Bonds to the Purchaser upon the payment of Forty Two Million Dollars (\$42,000,000), plus the stipulated premium, if any, and accrued interest to the date of delivery, less a credit of \$420,000 for the amount of the good faith deposit described above.

SECTION 4. The Governing Authority hereby finds that due diligence has been exercised in preparing the Bonds for sale and in preparing the Official Statement pertaining to the Bonds, and in view of that fact, the President and Secretary of the Governing Authority are hereby authorized and directed to execute and deliver to the successful bidder, as set forth herein, at the time of closing, a certificate which shall be substantially in the form of the certificate annexed hereto as Exhibit B.

SECTION 5. The foregoing resolution shall take effect immediately upon its adoption.

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

MEMBERS: YEAS: NAYS: ABSENT: ABSTAINING: Dennis J. Naquin, Ellis A. Alexander, Clarence H. Savoie, John L. Smith, John W. "Jay" Robichaux, Alex L. Sufirin, Melinda H. Bernard, Arthur A. Aucoin

And the resolution was declared adopted on this, 15<sup>th</sup> day of September, 2015.

/s/ Felicia Gomez-Walker Secretary /s/ Arthur A. Aucoin President

EXHIBIT "A"

(COPY OF SUCCESSFUL BID)

A COPY IS ON FILE WITH THE SCHOOL BOARD.

EXHIBIT "B"

OFFICIAL STATEMENT CERTIFICATE

I, the undersigned Secretary of the Parish School Board of the Parish of St. Charles, State of Louisiana, with respect to the Official Statement (the "Official Statement") issued regarding the sale of Forty Two Million Dollars (\$42,000,000) of General Obligation School Bonds, Series 2015 (the "Bonds"), of School District No. 1 of the Parish of St. Charles, State of Louisiana (the "Issuer"), DO HEREBY CERTIFY:

THAT, at the time of payment for and delivery of the Bonds and at the date hereof, (i) the descriptions and statements, including financial data, of or pertaining to School District No. 1 of the Parish of St. Charles, State of Louisiana (the "Issuer"), on the date of the Preliminary Official Statement, on the date of the Official Statement, on the date of the sale of the Bonds and on the date of the delivery thereof, were and are true in all material respects, and, insofar as such matters are concerned, the Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, (ii) insofar as the descriptions and statements, including financial data, of or pertaining to governmental and/or non-governmental entities other than the Issuer and its activities, contained in the Official Statement are concerned, such descriptions, statements and data have been obtained from sources which the governing authority of the Issuer believes to be reliable and the said governing authority has no reason to believe that they are untrue or incomplete in any material respect, and (iii) there has been no adverse material change in the affairs of the Issuer between the date of the delivery of the Official Statement and the date of delivery of the Bonds.

SCHOOL DISTRICT NO. 1 OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA By: Secretary, Parish School Board

Dated: \_\_\_\_\_, 2015 (Date of Delivery)

The following resolution was offered by Dennis J. Naquin and seconded by Alex L. Sufirin:

RESOLUTION

A resolution authorizing the incurring of debt and issuance of Forty Two Million Dollars (\$42,000,000) of General Obligation School Bonds, Series 2015, of School District No. 1 of the Parish of St. Charles, State of Louisiana; prescribing the form, terms and conditions of said Bonds; designating the date, denomination and place of payment of said Bonds; providing for the payment thereof in principal and interest; and providing for other matters in connection therewith.

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

SECTION 1. Definitions. As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

"Agreement" means the agreement to be entered into between the Issuer and the Paying Agent pursuant to this Resolution.

"Bond" means any Bonds of the Issuer authorized to be issued by this Resolution, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any Bond previously issued.

"Bond Register" means the records kept by the Paying Agent at its principal corporate office in which registration of the Bonds and transfers of the Bonds shall be made as provided herein.

"Bonds" means the Issuer's General Obligation School Bonds, Series 2015, authorized by this Resolution in the total aggregate principal amount of Forty Two Million Dollars (\$42,000,000).

"Code" means the Internal Revenue Code of 1986, as amended.

"Executive Officers" means, collectively, the President and the Secretary of the Governing Authority.

"Governing Authority" means the Parish School Board of the Parish of St. Charles, State of Louisiana.

"Government Securities" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which are non-callable prior to their maturity, may be United States Treasury obligations such as the State and Local Government Series and may be in book-entry form.

"Interest Payment Date" means March 1 and September 1 of each year, commencing March 1, 2016.

"Issuer" means School District No. 1 of the Parish of St. Charles, State of Louisiana.

"Outstanding" when used with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Resolution, except:

- 1. Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
2. Bonds for which payment or redemption sufficient funds have been theretofore deposited in trust for the owners of such Bonds, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Resolution or waived;
3. Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Resolution;
4. Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Resolution or by law; and
5. Bonds for the payment of the principal (or redemption price, if any) of and interest on which money or Government Securities or both are held in trust with the effect specified in this Resolution.

"Owner" or "Owners" when used with respect to any Bond means the Person in whose name such Bond is registered in the Bond Register.

"Paying Agent" means Argent Trust Company, N.A., in Ruston, Louisiana, until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Resolution and thereafter, "Paying Agent" shall mean such successor Paying Agent.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Purchaser" means Bank of America Merrill Lynch, of New York, New York, the original purchaser of the Bonds.

"Record Date" for the interest payable on any Interest Payment Date means the 15th calendar day of the month next preceding such Interest Payment Date.

"Resolution" means this resolution authorizing the issuance of the Bonds, as it may be supplemented and amended.

SECTION 2. Authorization of Bonds: Maturities. In compliance with the terms and provisions of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, Sub-Part A, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and being the Bonds which were authorized at a special election held on May 2, 2015, there is hereby authorized the incurring of an indebtedness of Forty Two Million Dollars (\$42,000,000) for, on behalf of, and in the name of the Issuer, for the purpose of acquiring and/or improving lands for building sites and playgrounds, including construction of necessary sidewalks and streets adjacent thereto; purchasing, erecting and/or improving school buildings and other school related facilities within and for the Issuer, and acquiring the necessary equipment and furnishings therefor, title to which shall be in the public, under the authority conferred by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, Sub-Part A, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and to represent said indebtedness, this Governing Authority does hereby authorize the issuance of Forty Two Million Dollars (\$42,000,000) of General Obligation School Bonds, Series 2015, of the Issuer. The Bonds shall be in fully registered form, shall be dated the date of delivery, shall be issued in the denomination of Five Thousand Dollars (\$5,000) each or any integral multiple thereof within a single maturity and shall be numbered from R-1 upward. The unpaid principal of the Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date, commencing March 1, 2016, at the following rates of interest and shall mature serially on March 1 of each year as follows:

Table with 6 columns: Year (March 1), Principal Maturing, Interest Rate Per Annum, Year (March 1), Principal Maturing, Interest Rate Per Annum. Rows for years 2016 through 2025.

The principal of the Bonds, upon maturity, shall be payable at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof, and interest on the Bonds shall be payable by check mailed by the Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Bond Register. Each Bond delivered under this Resolution upon transfer of, in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond, and each such Bond shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

During any period after the initial delivery of the Bonds in book-entry-only form when the Bonds are delivered in multiple certificates form, upon request of a registered owner of at least \$1,000,000 in principal amount of Bonds outstanding, all payments of principal, premium, if any, and interest on the Bonds will be made by wire transfer in immediately available funds to an account designated by such registered owner; CUSIP number identification with appropriate dollar amounts for each CUSIP number will accompany all payments of principal, premium, and interest, whether by check or by wire transfer.

No Bond shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of registration, substantially in the form provided in this Resolution, executed by the Paying Agent by manual signature.

SECTION 3. Book-Entry Registration of Bonds. The Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), as registered owner of the Bonds, and held in the custody of DTC. The Secretary of the Governing Authority or any other officer of the Governing Authority is authorized to execute and deliver a Letter of Representation to DTC on behalf of the Issuer with respect to the issuance of the Bonds in "book-entry only" format. The Paying Agent is hereby directed to execute said Letter of Representation. The terms and provisions of said Letter of Representation shall govern in the event of any inconsistency between the provisions of this Resolution and said Letter of Representation. Initially, a single certificate will be issued and delivered to DTC for each maturity of the Bonds. The Beneficial Owners will not receive physical delivery of Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so

long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate.

Notwithstanding anything to the contrary herein, while the Bonds are issued in book-entry-only form, the payment of principal of, premium, if any, and interest on the Bonds may be payable by the Paying Agent by wire transfer to DTC in accordance with the Letter of Representation.

For every transfer and exchange of the Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owner's allocable share of any tax, fee or other governmental charge that may be imposed in relation thereto.

Bond certificates are required to be delivered to and registered in the name of the Beneficial Owner under the following circumstances:

(a) DTC determines to discontinue providing its service with respect to the Bonds.

Such a determination may be made at any time by giving 30 days' notice to the Issuer and the Paying Agent and discharging its responsibilities with respect thereto under applicable law; or

(b) The Issuer determines that continuation of the system of book-entry transfer through DTC (or a successor securities depository) is not in the best interests of the Issuer and/or the Beneficial Owners.

The Issuer and the Paying Agent will recognize DTC or its nominee as the Bondholder for all purposes, including notices and voting.

Neither the Issuer or the Paying Agent are responsible for the performance by DTC of any of its obligations, including, without limitation, the payment of moneys received by DTC, the forwarding of notices received by DTC or the giving of any consent or proxy in lieu of consent.

Whenever during the term of the Bonds the beneficial ownership thereof is determined by a book entry at DTC, the requirements of this Resolution of holding, delivering or transferring the Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

If at any time DTC ceases to hold the Bonds, all references herein to DTC shall be of no further force or effect.

SECTION 4. Redemption Provisions. The Bonds maturing on March 1, 2026, and thereafter, will be callable for redemption by the Issuer in full or in part at any time on or after March 1, 2025, and if less than a full maturity, then by lot within such maturity, at the principal amount thereof, plus accrued interest from the most recent Interest Payment Date to which interest has been paid or duly provided for. In the event a Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Bonds are not required to be redeemed in inverse order of maturity. Official notice of such call of any of the Bonds for redemption shall be given by means of first class mail, postage prepaid, by notice deposited in the United States mails not less than thirty (30) days prior to the redemption date addressed to the Owner of each Bond to be redeemed at his address as shown on the Bond Register.

SECTION 5. Registration and Transfer. The Issuer shall cause the Bond Register to be kept by the Paying Agent. The Bonds may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. A Bond may be assigned by the execution of an assignment form on the Bond or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bonds after receipt of the Bonds to be transferred in proper form. Such new Bond or Bonds shall be in the denomination of \$5,000 or any integral multiple thereof within a single maturity. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

SECTION 6. Form of Bonds. The Bonds and the endorsements to appear thereon shall be in substantially the following forms, respectively, to-wit:

(FORM OF BOND)

Unless this Bond is presented by an authorized representative of the Depository Trust Company, a New York corporation ("DTC"), to the Issuer or their agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of CEDE & CO. or in such other name as is requested by an authorized representative of DTC (and any payment is made to CEDE & CO. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, CEDE & CO., has an interest hereon.

As provided in the Resolution referred to herein, until the termination of the system of book-entry-only transfers through DTC and notwithstanding any other provision of the Resolution to the contrary, this Bond may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

No. R-\_\_\_\_\_ Principal Amount \$\_\_\_\_\_

UNITED STATES OF AMERICA STATE OF LOUISIANA PARISH OF ST. CHARLES

GENERAL OBLIGATION SCHOOL BOND, SERIES 2015 OF SCHOOL DISTRICT NO. 1 OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA

Table with 4 columns: Maturity Date, Interest Rate, Bond Date, CUSIP. Row for March 1, 2015.

School District No. 1 of the Parish of St. Charles, State of Louisiana (the "Issuer"), promises to pay to:

REGISTERED OWNER: CEDE & CO. (Tax Identification #13-2555119)

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, payable on March 1, 2016, and semiannually thereafter on March 1 and September 1 of each year (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been made or duly provided for. The principal of this Bond, upon maturity, is payable in lawful money of the United States of America at the principal corporate trust office of Argent Trust Company, N.A., in Ruston, Louisiana, or successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner (determined as of the close of business on the 15th calendar day of the month next preceding the Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

During any period after the initial delivery of the Bonds in book-entry-only form when the Bonds are delivered in multiple certificates form, upon request of a registered owner of at least \$1,000,000 in principal amount of Bonds outstanding, all payment of principal, premium, if any, and interest on the Bonds will be paid by wire transfer in immediately available funds to an account designated by such registered owner; CUSIP number identification with appropriate dollar amounts for each CUSIP number must accompany all payments of principal, premium, and interest, whether by check or by wire transfer.

FOR SO LONG AS THIS BOND IS HELD IN BOOK-ENTRY FORM REGISTERED IN THE NAME OF CEDE & CO. ON THE REGISTRATION BOOKS OF THE ISSUER KEPT BY THE PAYING AGENT, AS BOND REGISTRAR, THIS BOND, IF CALLED FOR PARTIAL REDEMPTION IN ACCORDANCE WITH THE RESOLUTION, SHALL BECOME DUE AND PAYABLE ON THE REDEMPTION DATE DESIGNATED IN THE NOTICE OF REDEMPTION GIVEN IN ACCORDANCE WITH THE RESOLUTION AT, AND ONLY TO THE EXTENT OF, THE REDEMPTION PRICE, PLUS ACCRUED INTEREST TO THE SPECIFIED REDEMPTION DATE; AND THIS BOND SHALL BE PAID, TO THE EXTENT SO REDEEMED, (i) UPON PRESENTATION AND SURRENDER HEREOF AT THE OFFICE SPECIFIED IN SUCH NOTICE OR (ii) AT THE WRITTEN REQUEST OF CEDE & CO. BY CHECK MAILED TO CEDE & CO. BY THE PAYING AGENT OR BY WIRE TRANSFER TO CEDE & CO. BY THE PAYING AGENT IF CEDE & CO. AS BOND OWNER SO ELECTS. IF, ON THE REDEMPTION DATE, MONEYS FOR THE REDEMPTION OF BONDS OF SUCH MATURITY TO BE REDEEMED, TOGETHER WITH INTEREST TO THE REDEMPTION DATE, SHALL BE HELD BY THE PAYING AGENT SO AS TO BE AVAILABLE THEREFOR ON SUCH DATE, AND AFTER NOTICE OF REDEMPTION SHALL HAVE BEEN GIVEN IN ACCORDANCE WITH THE RESOLUTION, THEN, FROM AND AFTER THE REDEMPTION DATE, THE AGGREGATE PRINCIPAL AMOUNT OF THIS BOND SHALL BE IMMEDIATELY REDUCED BY AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT THEREOF SO REDEEMED, NOTWITHSTANDING WHETHER THIS BOND HAS BEEN SUBMITTED TO THE PAYING AGENT FOR CANCELLATION.

This bond is one of an authorized issue aggregating in principal the sum of Forty Two Million Dollars (\$42,000,000) (the "Bonds"), all of like tenor and effect except as to number, denomination, interest rate and maturity, said Bonds having been issued by the Issuer pursuant to a resolution adopted by its governing authority on September 15, 2015 (the "Resolution"), for the purpose of acquiring and/or improving lands for building sites and playgrounds; including construction

of necessary sidewalks and streets adjacent thereto; purchasing, erecting and/or improving school buildings and other school related facilities within and for the Issuer, and acquiring the necessary equipment and furnishings therefor, title to which shall be in the public, under the authority conferred by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, Sub-Part A, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and are the Bonds which were specially authorized at an election held on May 2, 2015, the result of which election has been duly promulgated in accordance with law.

The Bonds are issuable only as fully registered bonds in the denomination of \$5,000 principal amount or any integral multiple thereof, exchangeable for an equal aggregate principal amount of bonds of the same maturity of any other authorized denomination.

Subject to the limitations of and upon payment of the charges provided in the Resolution, the transfer of this Bond may be registered on the registration books of the Paying Agent upon surrender of this Bond at the principal corporate trust office of the Paying Agent as registrar, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new bond or bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee. Prior to due presentation for registration of transfer of this Bond, the Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue and neither the Issuer nor the Paying Agent shall be bound by any notice to the contrary.

The Bonds maturing on March 1, 2026, and thereafter, will be callable for redemption by the Issuer in full or in part at any time on or after March 1, 2025, and if less than a full maturity, then by lot within such maturity, at the principal amount thereof, plus accrued interest from the most recent Interest Payment Date to which interest has been paid or duly provided for. In the event a Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Bonds are not required to be redeemed in inverse order of maturity. Official notice of such call of any of the Bonds for redemption shall be given by means of first class mail, postage prepaid, by notice deposited in the United States mails not less than thirty (30) days prior to the redemption date addressed to the Owner of each Bond to be redeemed at his address as shown on the Bond Register.

The Resolution permits, with certain exceptions as therein provided, the amendment thereof and the modifications of the rights and obligations of the Issuer and the rights of the owners of the Bonds at any time by the Issuer with consent of the owners of two-thirds (2/3) of the aggregate principal amount of all Bonds issued under the Resolution, to be determined in accordance with the Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of registration hereon shall have been signed by the Paying Agent.

This Bond and the issue of which it forms a part constitute general obligations of the Issuer, and the full faith and credit of the Issuer is pledged for the payment of this Bond and the issue of which it forms a part. Said Bonds are secured by a special ad valorem tax to be imposed and collected annually in excess of all other taxes on all the property subject to such taxation within the territorial limits of the Issuer, under the Constitution and laws of Louisiana, sufficient in amount to pay the principal of this Bond and the issue of which it forms a part and the interest thereon as they severally mature.

This Bond and the issue of which it forms a part have been duly registered with the Secretary of State of the State of Louisiana as provided by law.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana. It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State.

IN WITNESS WHEREOF, the Parish School Board of the Parish of St. Charles, State of Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be executed in its name by the facsimile signatures of its President and its Secretary and a facsimile of its corporate seal to be imprinted hereon.

SCHOOL DISTRICT NO. 1 OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA

Secretary, Parish School Board

President, Parish School Board

(SEAL)

(FORM OF SECRETARY OF STATE ENDORSEMENT - TO BE PRINTED ON ALL BONDS)

OFFICE OF SECRETARY OF STATE STATE OF LOUISIANA BATON ROUGE

This Bond secured by a tax, Registered on this, the \_\_\_ day of \_\_\_, 2015.

Secretary of State

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Bond is one of the Bonds referred to in the within-mentioned Resolution.

Argent Trust Company, N.A. Ruston, Louisiana as Paying Agent

Date of Registration: \_\_\_\_\_

BY: \_\_\_\_\_ Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please Insert Social Security or other Identifying Number of Assignee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney or agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(FORM OF LEGAL OPINION CERTIFICATE - TO BE PRINTED ON ALL BONDS)

I, the undersigned Secretary of the Parish School Board of the Parish of St. Charles, State of Louisiana, do hereby certify that the following is a true copy of the complete legal opinion of Foley & Judd, L.L.P., the original of which was manually executed, dated and issued as of the date of payment for and delivery of the original Bonds of the issue described therein and was delivered to Bank of America Merrill Lynch, of New York, New York, the original purchaser thereof:

(Bond Printer Shall Insert Legal Opinion)

I further certify that an executed copy of the above legal opinion is on file in my office, and that an executed copy thereof has been furnished to the Paying Agent for this Bond.

(Facsimile) Secretary

SECTION 7. Execution of Bonds. The Bonds shall be signed by the Executive Officers for, on behalf of, in the name of and under the corporate seal of the Issuer, and the Legal Opinion Certificate shall be signed by the Secretary of the Governing Authority, which signatures and corporate seal may be either manual or facsimile.

SECTION 8. Registration of Bonds. The Bonds shall be registered with the Secretary of State of the State of Louisiana as provided by law and shall bear the endorsement of the Secretary of State in substantially the form set forth herein, provided that such endorsement shall be manually signed only on the Bonds initially delivered to the Purchaser, and Bonds subsequently exchanged therefor as permitted in this Resolution may bear the facsimile signature of said Secretary of State.

SECTION 9. Pledge of Full Faith and Credit. The Bonds shall constitute general obligations of the Issuer, and the full faith and credit of the Issuer is hereby pledged for their payment. This Governing Authority does hereby obligate itself and is bound under the terms and provisions of law and the election authorizing the Bonds to impose and collect annually in excess of all other taxes a tax on all of the property subject to taxation within the territorial limits of the Issuer sufficient to pay the principal of and the interest on the Bonds falling due each year, said tax to be levied and collected by the same officers, in the same manner and at the same time as other taxes are levied and collected within the territorial limits of the Issuer.

SECTION 10. Sinking Fund. For the payment of the principal of and the interest on the Bonds, the Issuer will establish a special fund, to be held by the regularly designated fiscal special tax and no other moneys whatsoever. The depository for the Sinking Fund shall transfer from the Sinking Fund to the Paying Agent at least two (2) days in advance of each Interest Payment Date,

funds fully sufficient to pay promptly the principal and interest falling due on such date.

All moneys deposited with the regularly designated fiscal agent bank or banks of the Issuer or the Paying Agent under the terms of this Resolution shall constitute sacred funds for the benefit of the Owners of the Bonds, and shall be secured by said fiduciaries at all times to the full extent thereof in the manner required by law for the securing of deposits of public funds.

All or any part of the moneys in the Sinking Fund shall, at the written request of the Issuer, be invested in accordance with the provisions of the laws of the State of Louisiana, in which event all income derived from such investments shall be added only to the Sinking Fund.

SECTION 11. Application of Proceeds. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Resolution, to cause the necessary Bonds to be printed, to issue, execute and seal the Bonds, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Bonds, except accrued interest, shall be deposited by the Issuer with its fiscal agent bank or banks to be used only for the purpose for which the Bonds are issued. Accrued interest and the bid premium, if any, derived from the sale of the Bonds shall be deposited in the Sinking Fund to be applied to the first interest payment.

SECTION 12. Bonds Legal Obligations. The Bonds shall constitute legal, binding and valid obligations of the Issuer and shall be the only representations of the indebtedness as herein authorized and created.

SECTION 13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer, or its successor, and the Owner or Owners from time to time of the Bonds and any such Owner or Owners may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by this Governing Authority or the Issuer as a result of issuing the Bonds.

No material modification or amendment of this Resolution, or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two-thirds (2/3) of the aggregate principal amount of the Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity or redemption provisions of the Bonds, or a reduction in the rate of interest thereon, or in the amount of the principal obligation thereof, or affecting the obligation of the Issuer to pay the principal of and the interest on the Bonds as the same shall come due from the taxes pledged and dedicated to the payment thereof by this Resolution, or reduce the percentage of the Owners required to consent to any material modification or amendment of this Resolution, without the consent of all of the Owners of the Bonds.

SECTION 14. Severability; Application of Subsequently Enacted Laws. In case any one or more of the provisions of this Resolution or of the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution or of the Bonds, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provisions enacted after the date of this Resolution which validate or make legal any provision of this Resolution and/or the Bonds which would not otherwise be valid or legal shall be deemed to apply to this Resolution and to the Bonds.

SECTION 15. Recital of Regularity. This Governing Authority having investigated the regularity of the proceedings had in connection with the Bonds herein authorized and having determined the same to be regular, the Bonds shall contain the following recital, to-wit:

"It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State."

SECTION 16. Effect of Registration. The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal (and redemption price) of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 17. Notices to Owners. Whenever this Resolution provides for notice to Owners of Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such Bonds, at the address of such Owner as it appears in the Bond Register. In any case where notice to Owners of Bonds is given by mail, neither the failure to mail such notice to any particular Owner of Bonds, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 18. Cancellation of Bonds. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Bonds previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent. All canceled Bonds held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

SECTION 19. Mutilated, Destroyed, Lost or Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same maturity and of like tenor, interest rate and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds. Any additional procedures set forth in the Agreement, authorized in this Resolution, shall also be available with respect to mutilated, destroyed, lost or stolen Bonds. The provisions of this Section are exclusive and shall preclude (to the extent law ful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 20. Discharge of Resolution; Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal (and redemption price) of the money, securities, and funds pledged under this Resolution and all covenants, agreements, and other obligations of the Issuer to the Owners of the Bonds shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Resolution to the Issuer.

Bonds or interest installments for the payment of which money shall have been set aside and shall be held in trust (through deposit by the Governing Authority of funds for such payment

or otherwise) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section. Bonds shall be deemed to have been paid, prior to their maturity, within the meaning and with the effect expressed above in this Section if they have been defeased pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

SECTION 21. Successor Paying Agent; Paying Agent Agreement. The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Bonds. The designation of the initial Paying Agent in this Resolution is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a resolution or ordinance giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to serve as Paying Agent, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 22. Arbitrage. The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendment thereto (the "Code") in order to establish, maintain and preserve the exclusion from "gross income" of interest on the Bonds under the Code. The Issuer further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be "arbitrage bonds" or would result in the inclusion of the interest on any of the Bonds in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds or (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds".

The Executive Officers are hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Section.

SECTION 23. Post-Issuance Compliance. The Executive Officers and/or their designees are directed to establish written procedures to assist the Issuer in complying with various State and Federal statutes, rules and regulations applicable to the Bonds and are further authorized to take any and all actions as may be required by said written procedures to ensure continued compliance with such statutes, rules and regulations throughout the term of the Bonds.

SECTION 24. Non-Qualified Tax-Exempt Obligations. The Bonds are not designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

SECTION 25. Execution of Documents. In connection with the issuance and sale of the Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the Issuer such documents, certificates and instruments as they may deem necessary, upon the advice of bond counsel, to effect the transactions contemplated by this Resolution, the signatures of such persons on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 26. Publication. A copy of this Resolution shall be published immediately after its adoption in one (1) issue of the official journal of the Issuer.

SECTION 27. Continuing Disclosure. The Executive Officers are hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set forth in Appendix 1 of the Official Statement issued in connection with the sale and issuance of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

SECTION 28. Section Headings. The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 29. Effective Date. This Resolution shall become effective immediately.

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

Table with 5 columns: MEMBERS, YEAS, NAYS, ABSENT, ABSTAINING. Lists names of members and their respective votes.

And the resolution was declared adopted on this, 15<sup>th</sup> day of September, 2015.

/s/ Felicia Gomez-Walker Secretary /s/ Arthur A. Aucoin President

Publish: October 1, 2015

PUBLIC NOTICE box containing succession information for EVA BAILEY, including court details, notice text, and property description.

Publish: October 1 & 22, 2015

PUBLIC NOTICE

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ)
EuroChem Louisiana LLC / Louisiana Fertilizer Plant
ADMINISTRATIVE COMPLETENESS DETERMINATION
The LDEQ, Office of Environmental Services, has reviewed a Title V and PSD (Prevention of Significant Deterioration) permit application from EuroChem Louisiana LLC, 2701 N. Rocky Point Dr, Suite 600 Tampa, FL...

SECTION 00806
CHANGE ORDER

No. Two (2) - FINAL
DATE OF ISSUANCE August 12, 2015 EFFECTIVE DATE August 12, 2015
OWNER St. Charles Parish
CONTRACTOR Circle, LLC
Contract: Duneilth Canal Bank Stabilization, Phase 4
Project: P081102-5
OWNER'S Contract No. P081102-5 ENGINEER'S Contract No. 2008-800
ENGINEER Evans-Graves Engineers, Inc.
You are directed to make the following changes in the Contract Documents:
Description: Final Change Order to balance final measured project quantities.

PUBLIC NOTICE

The St. Charles Parish Coastal Zone Advisory Committee will meet on Thursday October 1, 2015 at 6:30 p.m. The meeting will be held in the Council Chambers on the second floor of the St. Charles Parish Courthouse, 15045 River Road in Hahnville. The following topics will be discussed:

The St. Charles Parish Coastal Zone Advisory Committee will hold a Public Hearing on the Proposed Coastal Zone Management Plan. The document is available at all parish libraries, on the St. Charles Parish Website at: http://scpcdc.org/docs/stcharlesczm.pdf

Or by emailing ematherne@stcharlesgov.net.
Publish: October 1, 2015

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Or by emailing ematherne@stcharlesgov.net.
Publish: October 1, 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, SEPTEMBER 21, 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.

2015-0313
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-9-10
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from R-1A(M) to R-1M on 4.6 acres, Lot BY-1 in Section 90, T13S - R21E - R21E, 316 Canal Street, Luling as requested by Joshua and Mariangelis Billings.

WHEREAS, the property owner requests rezoning the property from R-1A(M) to R-1M.
SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve the change in land use zoning classification from R-1A(M) to R-1M at Lot BY-1 shown on a survey by Lucien Gassen dated October 13, 2004, as requested by Joshua and Mariangelis Billings.

SECTION II. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Zoning Map to reflect this reclassification from R-1A(M) to R-1M at Lot BY-1, shown on a survey by Lucien Gassen dated October 13, 2004, as requested by Joshua and Mariangelis Billings.

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

And the ordinance was declared adopted this 21st day of September, 2015 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLYD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:40 PM RECD BY: [Signature]

2015-0310
INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I
JARVIS LEWIS, COUNCILMAN-AT-LARGE, DIVISION B
ORDINANCE NO. 15-9-11

An ordinance to amend the Code of Ordinances to revise Chapter 15, Section 15-9, to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on Hahn Street in Hahnville to fifteen (15) miles per hour.

WHEREAS, paragraph (a) of Section 15-9 of the Code provides that it is unlawful to operate any motor vehicle at a speed in excess of twenty-five (25) miles per hour on Parish streets; and,

WHEREAS, that Paragraph (a) of Section 15-9 has been amended to provide exceptions; and,

WHEREAS, the Parish Council desires to provide an exception to lower the speed limit on Hahn Street in Hahnville.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That Section 15-9 of the Traffic Code is hereby amended to add No. 82 as follows:

(a) It shall be unlawful for any person to operate any motor vehicle at a speed in excess of twenty-five (25) miles per hour on any of the Parish streets, roads, highways and bridges, EXCEPT:
(82) Hahn Street in Hahnville, speed limit shall be fifteen (15) miles per hour.

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

YEAS: SCHEKNAYDRE, LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 21st day of September, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLYD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:40 PM RECD BY: [Signature]

2015-0311
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 15-9-12

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for Parish Project No P081102-5, Duneilth Canal Stabilization Phase 4, to balance the contract quantities with actual quantities resulting in a decrease of \$50,400.00 and decrease of 13 days.

WHEREAS, Ordinance No. 14-12-12 adopted December 15, 2014 by the St. Charles Parish Council awarded construction of Parish Project No P081102-5, Duneilth Canal Stabilization Phase 4, to Circle Construction LLC in the amount of \$1,427,563.00; and,

WHEREAS, it is necessary to amend the contract resulting in a decrease to the contract amount by \$50,400.00 and decrease contract time by 13 days. Final contract amount will be \$1,392,467.62

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That Change Order No. 2 (Final) for Parish Project No. P081102-5, Duneilth Canal Stabilization Phase 4, to decrease the contract amount by \$50,400.00 and decrease the contract time by 13 days is hereby approved and accepted.

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

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

YEAS: SCHEKNAYDRE, LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: WILSON

And the ordinance was declared adopted this 21st day of September, 2015, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLYD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:40 PM RECD BY: [Signature]

Reasons for Change Order: Final quantity balances.
1. Deleted Work Items
a. N/A.
2. Add Work Items
a. N/A.
3. Revise Work Item Quantities

- a. Fewer pipe penetrations were encountered during the contract work than were anticipated in the bid documents.
b. Fewer pipe penetrations were encountered during the contract work than were anticipated in the bid documents.
c. An additional pipe penetration was encountered during the contract work that was not anticipated in the bid documents.
d. No infrastructure items to be relocated were encountered during the contract work.
e. Fewer pipe penetrations were encountered during the contract work than were anticipated in the bid documents.
f. Fewer pipe penetrations were encountered during the contract work than were anticipated in the bid documents.
g. Fewer pipe penetrations were encountered during the contract work than were anticipated in the bid documents.

Attachments: (1) Tabulation of Project Quantities, dated August 12, 2015.

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TIMES. Includes original contract price, net increase/decrease, and substantial completion dates.

RECOMMENDED: [Signature] APPROVED: [Signature] ACCEPTED: [Signature]
By: [Signature] By: [Signature] By: [Signature]
Date: 8/25/15 Date: 9/22/15 Date: 8/28/15

2015-0312
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 15-9-13

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for Parish Project No. P020902, East Bank Multi-Use Path Phase IV, State Project No. H.007551, Federal Aid Project No. 4508(504) to decrease the contract amount by \$620.64.

WHEREAS, Ordinance No. 12-1-5 adopted January 10, 2012 by the St. Charles Parish Council awarded construction of Parish Project No P020902, East Bank Multi-Use Path Phase IV, State Project No. H.007551, Federal Aid Project No. 4508(504), to Three C's Properties, Inc.; and,

WHEREAS, Ordinance No. 14-11-5 amend the contract to adjust the original contract quantities with construction quantities resulting in an decrease to the contract amount by \$102,718.81 and to increase the time by thirty (30) days; and,

WHEREAS, The Louisiana Department of Transportation and Development Construction Audit section discovered that an incorrect percentage of asphalt was used in calculations related to the Asphalt Price Adjustment; thereby to correct the line item a deduction of \$620.64 is required to the contract.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That Change Order No. 2 (Final) for Parish Project No. P020902, East Bank Multi-Use Path Phase IV, State Project No. H.007551, Federal Aid Project No. 4508(504), to decrease the contract amount by \$620.64 is hereby approved and accepted.

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

SECTION III. St. Charles Parish considers the project complete and accepts all improvements and modifications installed during execution of the project.

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

YEAS: SCHEKNAYDRE, LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 21st day of September, 2015, to become effective five (5) days after publication in the official journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLYD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:40 PM RECD BY: [Signature]

2015-0314
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (GENERAL GOVERNMENT BUILDINGS)
ORDINANCE NO. 15-9-14

An ordinance to approve and authorize the execution of an Engineering Services Contract between Huseman & Associates, LLC, and St. Charles Parish for the design and construction management of an emergency standby generator at the St. Charles Parish Planning & Zoning Building in Hahnville.

WHEREAS, St. Charles Parish intends to install an emergency standby generator at the St. Charles Parish Planning & Zoning Building located at 14986 River Road in Hahnville; and,

WHEREAS, it is the desire of the Parish to engage a qualified firm to provide professional engineering services for the design and construction management of said project for successful completion; and,

WHEREAS, the construction cost of said project is being funded with a FEMA Hazard Mitigation grant, HMPG #1603-022-0003, FEMA-1603-DR-LA, Project #0079, Amendment 26, in the amount of \$235,000.00; and,

WHEREAS, it is the desire of the Parish and Huseman & Associates, LLC, to enter into an Engineering Services Contract for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Engineering Services Contract between Huseman & Associates, LLC, and St. Charles Parish for the design and construction management of an emergency standby generator at the St. Charles Parish Planning & Zoning Building in Hahnville is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Engineering Services Contract on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

YEAS: SCHEKNAYDRE, LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 21st day of September, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLYD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:40 PM RECD BY: [Signature]

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TIMES. Includes original contract price, net increase/decrease, and substantial completion dates.

RECOMMENDED: [Signature] APPROVED: [Signature] ACCEPTED: [Signature]
By: [Signature] By: [Signature] By: [Signature]
Date: 9/19/15 Date: 9/22/15 Date: 8-19-15

2015-0314
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (GENERAL GOVERNMENT BUILDINGS)
ORDINANCE NO. 15-9-14

An ordinance to approve and authorize the execution of an Engineering Services Contract between Huseman & Associates, LLC, and St. Charles Parish for the design and construction management of an emergency standby generator at the St. Charles Parish Planning & Zoning Building in Hahnville.

WHEREAS, St. Charles Parish intends to install an emergency standby generator at the St. Charles Parish Planning & Zoning Building located at 14986 River Road in Hahnville; and,

WHEREAS, it is the desire of the Parish to engage a qualified firm to provide professional engineering services for the design and construction management of said project for successful completion; and,

WHEREAS, the construction cost of said project is being funded with a FEMA Hazard Mitigation grant, HMPG #1603-022-0003, FEMA-1603-DR-LA, Project #0079, Amendment 26, in the amount of \$235,000.00; and,

WHEREAS, it is the desire of the Parish and Huseman & Associates, LLC, to enter into an Engineering Services Contract for said services.

WHEREAS, it is the desire of the Parish to engage a qualified firm to provide professional engineering services for the design and construction management of said project for successful completion; and,

WHEREAS, the construction cost of said project is being funded with a FEMA Hazard Mitigation grant, HMPG #1603-022-0003, FEMA-1603-DR-LA, Project #0079, Amendment 26, in the amount of \$235,000.00; and,

WHEREAS, it is the desire of the Parish and Huseman & Associates, LLC, to enter into an Engineering Services Contract for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Engineering Services Contract between Huseman & Associates, LLC, and St. Charles Parish for the design and construction management of an emergency standby generator at the St. Charles Parish Planning & Zoning Building in Hahnville is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Engineering Services Contract on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

YEAS: SCHEKNAYDRE, LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 21st day of September, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLYD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:40 PM RECD BY: [Signature]

1.0 GENERAL
The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional engineering 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:

an emergency standby generator to maintain operations at the St. Charles Parish Planning and Zoning, 14986 River Road, Hahnville, in the event of a power outage. The generator will be sized to accommodate the planned building expansion.

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 Conceptual Design.

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

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

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

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

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

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

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

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

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

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

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

2.4.4 Meeting with the Owner and presenting the final design.

2.4.5 The Final Design Services shall be completed and Engineer's

- documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization:
- Three(3) copies of the contract/bid document for review.
  - Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
  - Two(2) copies of the drawings – D Size for review.
  - Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format.
  - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.5 Bidding Phase
- 2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.
- 2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.
- 2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.
- 2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 12 attached hereto and make a part hereof, for presentation and execution.
- 2.6 Construction Phase
- 2.6.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as deemed 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 and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.6.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
- 2.6.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.6.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.
- 2.6.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 2.6.11 Project Observation. Engineer shall conduct a project observation to determine if the work is substantially complete and a final project observation to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings".
- 2.6.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.6.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents)
- at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.
- 2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.
- 2.7 Close-out and Operational Phase
- 2.7.1 During this Phase, Engineer shall:
- 2.7.1.1 Specify that the Contractor provide start-up services for the new equipment.
- 2.7.2 Specify that the Contractor provide training for Owner's staff to operate and maintain the new equipment.
- 2.7.3 Specify that the Contractor shall assemble 3 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference within 45 days from Contractor's Substantial Completion date for submission to the Engineer.
- 2.7.4 Specify that the Contractor shall assemble 6 complete sets of approved shop drawings in proper order for Owner's future reference within 45 days from Contractor's Substantial Completion date for submission to the Engineer.
- 2.7.5 Provide technical consultation, if required, when and if the Owner is dealing with a warranty item with the Contractor or manufacturer.
- 2.7.6 Specify that the Contractor shall provide assistance in connection with the refining and adjusting of new equipment or system.
- 2.7.7 Specify that the Contractor shall submit a redline set of "as built" drawings. Engineer shall prepare a final set of stamped project drawings to incorporate the Contractor-provided "as built" set of drawings along with one(1) electronic file copy of these drawings in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "as built".
- 2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 2.7.9 Engineer shall have 45 days after receipt of Contractor's close-out documents to review the Contractor's close-out documents for completeness and submit final close-out documents to the Owner.
- 2.8 Resident Engineer and Inspection
- 2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.
- 2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
- 2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
- 2.8.4 Duties and Responsibilities of RPR.
- 2.8.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
- 2.8.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
- 2.8.4.3 Liaison:
- Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 2.8.4.4 Shop Drawings and Samples:
- Receive 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 saving 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.
- 3.0 SERVICES OF THE OWNER
- 3.1 Provide full information as to the requirements of the Project.
- 3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.
- 4.0 COMPENSATION
- 4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:
- 4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the project or a lump sum estimate by the Engineer (mark the method of compensation with an X)
- X Percentage of construction method is to be used, the fee shall be determined by referring to curve A on page 20 (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 Engineers' Manual No. 45, 1980 Edition.
- N/A Lump Sum amount of \$ \_\_\_\_\_ paid according to section 4.1.1.3
- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.3 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 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
    - Sixty percent (60%) of the total basic engineering services 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 2.7.9 inclusive, the Owner agrees to pay Engineer as follows:
    - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- 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 2.2.3 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 services fee. Said fee shall be payable in partial payments on a monthly basis.
- 4.1.1.5 If the Project, or any portion thereof, is not constructed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per section 7.0.
- 4.1.2 Owner shall pay the engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a net to exceed amount.
- 4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.
- 4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or net to exceed amount.
- 4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- A copy of the Owner's written authorization to perform the service.
  - Timesheets for all hours invoiced.
  - Invoice copies, logs or other substantiation of nonsalary expenses.
- 4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
  - Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.
- 4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.
- 5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING
- 5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.1 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.1 inclusive.
- 5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.
- 5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.
- 5.1.2.1 Providing necessary design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.
- 5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
- 5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.
- 5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident

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

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

5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other cause 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 insureds under the 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 L.A.-RS. 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 contractor and not as employee of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising out of 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. No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

11.6 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.

11.7 The Engineer covenants that he presently has no interest and shall not acquire, 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
[Signatures]
V. J. St. Pierre, Jr.
Parish President

WITNESSES: HUSEMAN & ASSOCIATES, LLC
[Signatures]
Jeffrey Huseman, P.E.
President

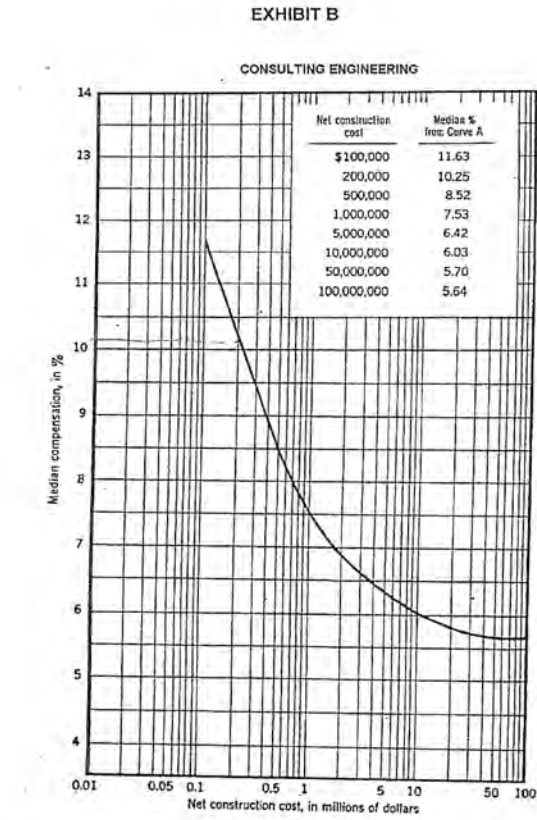


FIG. 1.—CURVE A. MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1989)

EXHIBIT C 2015 H&A Hourly Rates
Principal \$175.00
Principal/Project Manager \$175.00
Senior Professional Engineer \$150.00
Department Head \$150.00
Senior Project Manager \$150.00
Project Manager \$125.00
Professional Engineer \$125.00
Engineer \$100.00
Senior Designer \$100.00
Designer \$ 75.00
CAD Operator \$ 70.00
Administrative Personnel \$ 50.00
Expenses actual cost
Travel (if required) \$ .50 per mile
Mileage \$ .50 per mile
Travel time per hourly rate

2015-0315 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 15-9-15
An ordinance approving and authorizing the execution of Change Order No. 3 (Final) for Project No. P080905-3B, Willowridge Levee - Phase I, State Project No.H.009257, in the amount of \$5,785,551.00; and, Ordinance No. 14-4-1, adopted April 7, 2014, by the St. Charles Parish Council, approved and authorized Change Order No. 1 to the contract with Southern Delta Construction, LLC for Project No. P080905-3B, Willowridge Levee - Phase I, State Project No.H.009257, to increase the contract amount to \$6,000,151.00 and increase the contract days to 455 days; and, Change Order No. 3 (Final) is a result of changes within the scope of the contract to modify quantities to accurately reflect the final balancing of the project line items for the Construction Contract; and, Change Order No. 3 (Final) also includes the removal of the installation of the concrete slabs at the levee gaps. The levee gaps will be filled by the Willowridge Pump Station Project which has been issued Notice to Proceed, and, the decrease in contract amount by \$100,816.68 is a result of the decrease in ten (10) bid line items and an increase in seven (7) bid line items and the deletion of one (1) bid line item; and, WHEREAS, the increase in contract time by one hundred and seven (107) days is a result of increased rainfall throughout the project, resulting in excessive processing and drying time of the material to construct the levee to comply with CORP testing requirements for Levee Certification.

WHEREAS, Ordinance No. 13-11-6, adopted November 18, 2013, by the St. Charles Parish Council, approved and authorized the execution of a contract Southern Delta Construction, LLC for Project No. P080905-3B, Willowridge Levee - Phase I, State Project No.H.009257, in the amount of \$5,785,551.00; and, Ordinance No. 14-4-1, adopted April 7, 2014, by the St. Charles Parish Council, approved and authorized Change Order No. 1 to the contract with Southern Delta Construction, LLC for Project No. P080905-3B, Willowridge Levee - Phase I, State Project No.H.009257, to increase the contract amount to \$6,000,151.00 and increase the contract days to 455 days; and, Ordinance No. 14-9-10, adopted September 15, 2014, by the St. Charles Parish Council, approved and authorized Change Order No. 2 to the contract with Southern Delta Construction, LLC for Project No. P080905-3B, Willowridge Levee - Phase I, State Project No.H.009257, to decrease the contract amount to \$5,714,003.00 and increase the contract days to 457 days; and, Change Order No. 3 (Final) is a result of changes within the scope of the contract to modify quantities to accurately reflect the final balancing of the project line items for the Construction Contract; and, Change Order No. 3 (Final) also includes the removal of the installation of the concrete slabs at the levee gaps. The levee gaps will be filled by the Willowridge Pump Station Project which has been issued Notice to Proceed, and, the decrease in contract amount by \$100,816.68 is a result of the decrease in ten (10) bid line items and an increase in seven (7) bid line items and the deletion of one (1) bid line item; and, WHEREAS, the increase in contract time by one hundred and seven (107) days is a result of increased rainfall throughout the project, resulting in excessive processing and drying time of the material to construct the levee to comply with CORP testing requirements for Levee Certification.

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2015-0335
INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
RESOLUTION NO. 6183

A resolution requesting the Louisiana Department of Transportation and Development to lower the Speed Limit on Highway 90 in St. Charles Parish, approximately 300 feet east of Early Street to Highway 306 from 45 MPH to 35 MPH.
WHEREAS, on March 19, 1990, the St. Charles Parish Council adopted Resolution No. 3438 requesting DOTD to reduce the 45 mph speed limit to 35 mph on Highway 90; and,
WHEREAS, on April 20, 2009, the St. Charles Parish Council adopted Resolution No. 5637 asking DOTD to lower the 45 mph speed limit to 35 mph on Highway 90 approximately 300 feet east of Early Street to Highway 306; and,
WHEREAS, it is the responsibility of the Department of Transportation and Development to provide for the safe and orderly movement of traffic on state highways; and,
WHEREAS, a reduction in highway speed in this area would facilitate a reduction in accidents and near-accidents and the severity of these accidents; and,
WHEREAS, many residents of St. Charles Parish are concerned about the dangerous driving conditions motorists must encounter when driving on Highway 90 in the Paradise area of St. Charles Parish; and,
WHEREAS, with this area being identified as a portion of the I-49 corridor and with increased residential and commercial development in this area, there has been a sufficient increase in motor vehicle traffic; and,
WHEREAS, for the safety of St. Charles Parish residents and all motorists who travel through this area of our community, St. Charles Parish Governing Authority is requesting the implementation of a lower speed limit in this area.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request the Louisiana Department of Transportation and Development to lower the Speed Limit on Highway 90 in St. Charles Parish, approximately 300 feet east of Early Street to Highway 306 from 45 MPH to 35 MPH.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to Governor Bobby Jindal, Department of Transportation and Development Secretary Ms. Sherri H. LeBas, Department of Transportation and Development District Engineer Administrator Chris Morvant, Department of Transportation and Development Assistant District Administrator of Operations Mr. Scott G. Boyle, Senator Gary L. Smith, Jr., Representative Gregory A. Miller.

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

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

And the resolution was declared adopted this 21st day of September 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: 3:40 PM RECD BY: [Signature]

2015-0332
INTRODUCED BY: V.J. ST. PIERRE, JR, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
RESOLUTION NO. 6184

A resolution providing mandatory supporting authorization for approval of a Special Permit Use for an accessory dwelling unit (ADU) on land zoned R-1A with a waiver to the requirement that ADU shall use the electrical service to the primary structure and with the condition that water and sewer installations are extended from the primary structure at 260 Edgewood Lane, Montz as requested by Christal & Don Wetherington.

WHEREAS, the applicants, Christal & Don Wetherington, desires to obtain a Special Permit Use for an accessory dwelling unit on land zoned R-1A at 260 Edgewood Lane, Montz; and,
WHEREAS, the applicants are requesting a waiver to the requirement that the accessory dwelling shall use the electrical service from the primary structure at 260 Edgewood Lane, Montz; and,
WHEREAS, the Planning & Zoning Department recommended approval of the Special Permit Use for an accessory dwelling unit on land zoned R-1A with the condition that water and sewer installations are extended from the primary structure at 260 Edgewood Lane, Montz; and,
WHEREAS, the Planning & Zoning Commission approved the Special Permit Use for an accessory dwelling unit on land zoned R-1A with a waiver that the ADU shall use the electrical service to the primary structure and with the condition that water and sewer installations are extended from the primary structure and at 260 Edgewood Lane, Montz.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL provides this resolution in support of the Planning and Zoning Commission's decision to issue a Special Permit Use for an accessory dwelling unit on land zoned R-1A with a waiver to the requirement that the accessory dwelling shall use the electrical service from the primary structure and with the condition that water and sewer installations are extended from the primary structure at 260 Edgewood Lane Montz, as requested by Christal & Don Wetherington.

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

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

And the resolution was declared adopted this 21st day of September, 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: 3:40 PM RECD BY: [Signature]

2015-0336
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(GRANTS OFFICE)
RESOLUTION NO. 6185

A resolution to approve and authorize the execution of a Contract between the State of Louisiana Division of Administration and St. Charles Parish for the FY 2014-2015 Local Government Assistance Program for funding in the amount of \$94,167.00 for the St. John Sewer Lift Station Access Hatches project, LGAP File# 1415-STC-0001.

WHEREAS, St. Charles Parish submitted an application for funding to install three (3) AASHTO H-20-44 wheel load access hatches at the St. John Sewer Lift Station located at 163 West Heather St. in Luling; and,
WHEREAS, on December 15, 2014, the St. Charles Parish Council adopted Resolution No. 6127 in support of said application; and,
WHEREAS, the Parish was notified by way of a letter from the Governor dated March 27, 2015, that the Parish's application for said project was approved for funding in the amount of \$94,167.00; and,
WHEREAS, the State has prepared a Contract to provide funding for said project and it is the desire of the St. Charles Parish Council to approve said Contract.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby approve and authorize the execution of a Contract between the State of Louisiana Division of Administration and St. Charles Parish for the FY 2014-2015 Local Government Assistance Program for funding in the amount of \$94,167.00 for the St. John Sewer Lift Station Access Hatches project, LGAP File# 1415-STC-0001.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said Contract and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

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

And the resolution was declared adopted this 21st day of September, 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: 3:40 PM RECD BY: [Signature]

2015-0285
RESOLUTION NO. 6186

A resolution to appoint a member to the Planning & Zoning Commission as the District IV Representative.
WHEREAS, There exists a vacancy on the PLANNING & ZONING COMMISSION; due to the resignation of Mr. Stanley Foster on August 7, 2015; and,
WHEREAS, it is the desire of the Parish Council to fill this vacancy; and,
NOW, THEREFORE, BE IT RESOLVED, that Mr. Jason Richard 794 Grand Bayou Road, Des Allemands, LA 70030 is hereby appointed to fill the unexpired term on the PLANNING & ZONING COMMISSION as the District IV Representative; and,
BE IT FURTHER RESOLVED that said appointment shall be effective IMMEDIATELY shall expire MAY 31, 2016.

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

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

And the resolution was declared adopted this 21st day of September, 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: 3:40 PM RECD BY: [Signature]

2015-0286
RESOLUTION NO. 6187
A resolution to appoint a member to the Industrial Development Board.
WHEREAS, There exists a vacancy on the INDUSTRIAL DEVELOPMENT BOARD due to the expiration of the term of Mr. Gary Caston on October 1, 2015; and,
WHEREAS, it is the desire of the Parish Council to fill this vacancy; and,
NOW, THEREFORE, BE IT RESOLVED, that Mr. Ricky Rosco 108 Acadia Lane, Destrehan, LA 70047 is hereby appointed to the INDUSTRIAL DEVELOPMENT BOARD; and,
BE IT FURTHER RESOLVED that said appointment shall be effective OCTOBER 1, 2015 and shall expire OCTOBER 1, 2021.

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

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

And the resolution was declared adopted this 21st day of September 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: 3:40 PM RECD BY: [Signature]

2015-0287
RESOLUTION NO. 6188
A resolution to appoint a member to the Industrial Development Board.

WHEREAS, There exists a vacancy on the INDUSTRIAL DEVELOPMENT BOARD due to the expiration of the term of Mr. Robert A. Colon, Jr. on October 1, 2015; and,
WHEREAS, it is the desire of the Parish Council to fill this vacancy; and,
NOW, THEREFORE, BE IT RESOLVED, that Mr. Robert A. Colon, Jr. 461 Goodhope Street, Norco, LA 70079 is hereby appointed to the INDUSTRIAL DEVELOPMENT BOARD; and,
BE IT FURTHER RESOLVED that said appointment shall be effective OCTOBER 1, 2015 and shall expire OCTOBER 1, 2021.

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

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

And the resolution was declared adopted this 21st day of September 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: 3:40 PM RECD BY: [Signature]

2015-0288
RESOLUTION NO. 6189
A resolution to appoint a member to the Industrial Development Board.

WHEREAS, There exists a vacancy on the INDUSTRIAL DEVELOPMENT BOARD due to the expiration of the term of Mr. Corey Fauchoux on October 1, 2015; and,
WHEREAS, it is the desire of the Parish Council to fill this vacancy; and,
NOW, THEREFORE, BE IT RESOLVED, that Mr. Corey Fauchoux 593 Cypress Drive, Luling, LA 70070 is hereby appointed to the INDUSTRIAL DEVELOPMENT BOARD; and,
BE IT FURTHER RESOLVED that said appointment shall be effective OCTOBER 1, 2015 and shall expire OCTOBER 1, 2021.

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

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

And the resolution was declared adopted this 21st day of September 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: 3:40 PM RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

TIFFANY K. CLARK
COUNCIL SECRETARY
Publish: October 1, 2015

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45)77612-0
Date: Tuesday, August 25, 2015
ADMINISTRATOR, U.S. SMALL BUSINESS ADMINISTRATION, AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA VS JEFFREY T. RYAN, ETAL GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of FIERI FACIAS directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, AUGUST 17, 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, NOVEMBER 4, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to-wit: ONE CERTAIN LOT OR PORTION OF GROUND, situated in the Parish of St. Charles, State of Louisiana, being a resubdivision of a portion of Lot X, in Section 5, Township 13 South, Range 20 East, on the right descending bank of the Mississippi River. Said resubdivision is designated as AVALON SUBDIVISION according to a plan of survey made by the office of Krebs, LaSalle, LeMieux Consultants, Inc. dated December 2, 1996, revised on April 14, 1997, May 13, 1997, July 11, 1997, October 7, 1997 and November 3, 1997, which was approved by Ordinance Number 97-12-5 of the St. Charles Parish Council on December 15, 1997, a copy of which is of record in the official records of St. Charles Parish, Louisiana at COB 530, folio 502; and according to said plan of survey, the lot being described herein is designated as LOT 36, and is more particularly described as follows, to-wit: LOT 36 has a width fronting on Kaylee Drive of 11.77 feet, thence a further front along the arc of a curve having a radius of 25.00 feet, a distance of 21.03 feet, thence a further front along the arc of a curve having a radius of 50.00 feet, a distance of 50.62 feet, with width in the rear of 110.00 feet, and

a depth along the sideline adjacent to Lot 37 of 120.80 feet, and a depth along the sideline adjacent to Lot 35 of 99.70 feet. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: THIRTY-FIVE THOUSAND FIVE HUNDRED NINETY-FIVE AND 43 / 100 (\$35,595.43) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges. TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. PUBLISH ON: October 01, 2015 October 29, 2015 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Ray L. Wood 457 Louisiana Ave Baton Rouge, LA 70802 SCSOCIV-209-0402

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45)79972-D
Date: Friday, August 21, 2015
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION VS REGINAL WILLIAMS GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, JULY 9, 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, NOVEMBER 4, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to-wit: A CERTAIN PORTION OF GROUND, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as the Multi Family Section of ORMOND COUNTRY CLUB ESTATES, being a resubdivision of Parcel A, Square 2, Section 1 of Ormond Country Club Estates, all in accord with a survey thereof by JJ. Krebs

of Sons, Inc., dated June 14, 1977, approved by Ordinance No. 66-3-26Q recorded in COB 267, folio 842, official records of St Charles Parish, Louisiana. Said hereinabove property has been resubdivided into Lotsl-A through 53-A, inclusive Square 2, Ormond Country Club Estates. Said hereinabove property has been further resubdivided into LOTS 36A-1 through 36A-4 and 27A-1 through 37A-4, all in accord with survey thereof by Raymond B. Saucier, Land Surveyor, dated March 14, 1981, approved by Ordinance No. 81-6-9, recorded in COB 266, folio 401, official records of St Charles Parish, Louisiana. The lots conveyed herein is designated as follows: LOTS 37A-4 of SQUARE 2 of ORMOND COUNTRY CLUB ESTATES, bounded by Brandon Hall Drive, Stanton Hall Drive, Dunleith Drive, and Edgewood Drive. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: NINETY-SIX THOUSAND SIX HUNDRED TEN AND 21 / 100 (\$96,610.21) 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: October 01, 2015 and October 29, 2015 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Daniel A Reed 8550 United Plaza Blvd. Baton Rouge, LA 70809 SCSO-CIV-209-0402

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45)80148-E
Date: Wednesday, July 29, 2015
GREEN TREE SERVICING LLC VS BYRON J. TOUPS GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, JULY 20, 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, OCTOBER 7, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to-wit: ONE CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in what is known as BEAU PLACE ESTATES, PHASE I, said portion of ground is more specifically designated as follows, to-wit: BEAU PLACE ESTATES, PHASE 1, LOT 42 IN ST CHARLES PARISH, BAYOU GAUCHE, LOUISIANA And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: THIRTY-FIVE THOUSAND SIX HUNDRED THIRTY-ONE AND 50 / 100 (\$35,631.50) 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: October 01, 2015 and October 29, 2015 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Louis G Arceneaux 601 Poydras St. Suite 1871 New Orleans, LA 70130 ((504)522-8256 SCSO-CIV-209-0402

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45)79965-D
Date: Thursday, July 30, 2015
BANK OF AMERICA, N.A. VS JOSEPH IRWIN WAGUESPACK A/K/A JOSEPHI. WAGUESPACK, 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, JULY 9, 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, NOVEMBER 4, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to-wit: A CERTAIN PORTION OF GROUND, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as the Multi Family Section of ORMOND COUNTRY CLUB ESTATES, being a resubdivision of Parcel A, Square 2, Section 1 of Ormond Country Club Estates, all in accord with a survey thereof by JJ. Krebs

of Sons, Inc., dated June 14, 1977, approved by Ordinance No. 66-3-26Q recorded in COB 267, folio 842, official records of St Charles Parish, Louisiana. Said hereinabove property has been resubdivided into Lotsl-A through 53-A, inclusive Square 2, Ormond Country Club Estates. Said hereinabove property has been further resubdivided into LOTS 36A-1 through 36A-4 and 27A-1 through 37A-4, all in accord with survey thereof by Raymond B. Saucier, Land Surveyor, dated March 14, 1981, approved by Ordinance No. 81-6-9, recorded in COB 266, folio 401, official records of St Charles Parish, Louisiana. The lots conveyed herein is designated as follows: LOTS 37A-4 of SQUARE 2 of ORMOND COUNTRY CLUB ESTATES, bounded by Brandon Hall Drive, Stanton Hall Drive, Dunleith Drive, and Edgewood Drive. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED SEVENTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-THREE AND 39 / 100 (\$175,873.39) 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: September 03, 2015 October 01, 2015 ATTORNEY FOR PLAINTIFF: Rader Jackson 1010 Common St. Suite 1500 New Orleans, LA 70112 504-581-9444 SCSO-CIV-209-0402

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45)79965-D
Date: Thursday, July 30, 2015
BANK OF AMERICA, N.A. VS JOSEPH IRWIN WAGUESPACK A/K/A JOSEPHI. WAGUESPACK, 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, JULY 9, 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, NOVEMBER 4, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to-wit: A CERTAIN PORTION OF GROUND, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as the Multi Family Section of ORMOND COUNTRY CLUB ESTATES, being a resubdivision of Parcel A, Square 2, Section 1 of Ormond Country Club Estates, all in accord with a survey thereof by JJ. Krebs

of Sons, Inc., dated June 14, 1977, approved by Ordinance No. 66-3-26Q recorded in COB 267, folio 842, official records of St Charles Parish, Louisiana. Said hereinabove property has been resubdivided into Lotsl-A through 53-A, inclusive Square 2, Ormond Country Club Estates. Said hereinabove property has been further resubdivided into LOTS 36A-1 through 36A-4 and 27A-1 through 37A-4, all in accord with survey thereof by Raymond B. Saucier, Land Surveyor, dated March 14, 1981, approved by Ordinance No. 81-6-9, recorded in COB 266, folio 401, official records of St Charles Parish, Louisiana. The lots conveyed herein is designated as follows: LOTS 37A-4 of SQUARE 2 of ORMOND COUNTRY CLUB ESTATES, bounded by Brandon Hall Drive, Stanton Hall Drive, Dunleith Drive, and Edgewood Drive. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED SEVENTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-THREE AND 39 / 100 (\$175,873.39) 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: September 03, 2015 October 01, 2015 ATTORNEY FOR PLAINTIFF: Rader Jackson 1010 Common St. Suite 1500 New Orleans, LA 70112 504-581-9444 SCSO-CIV-209-0402

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45)79965-D
Date: Thursday, July 30, 2015
BANK OF AMERICA, N.A. VS JOSEPH IRWIN WAGUESPACK A/K/A JOSEPHI. WAGUESPACK, 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, JULY 9, 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, NOVEMBER 4, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to-wit: A CERTAIN PORTION OF GROUND, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as the Multi Family Section of ORMOND COUNTRY CLUB ESTATES, being a resubdivision of Parcel A, Square 2, Section 1 of Ormond Country Club Estates, all in accord with a survey thereof by JJ. Krebs

of Sons, Inc., dated June 14, 1977, approved by Ordinance No. 66-3-26Q recorded in COB 267, folio 842, official records of St Charles Parish, Louisiana. Said hereinabove property has been resubdivided into Lotsl-A through 53-A, inclusive Square 2, Ormond Country Club Estates. Said hereinabove property has been further resubdivided into LOTS 36A-1 through 36A-4 and 27A-1 through 37A-4, all in accord with survey thereof by Raymond B. Saucier, Land Surveyor, dated March 14, 1981, approved by Ordinance No. 81-6-9, recorded in COB 266, folio 401, official records of St Charles Parish, Louisiana. The lots conveyed herein is designated as follows: LOTS 37A-4 of SQUARE 2 of ORMOND COUNTRY CLUB ESTATES, bounded by Brandon Hall Drive, Stanton Hall Drive, Dunleith Drive, and Edgewood Drive. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED SEVENTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-THREE AND 39 / 100 (\$175,873.39) 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: September 03, 2015 October 01, 2015 ATTORNEY FOR PLAINTIFF: Rader Jackson 1010 Common St. Suite 1500 New Orleans, LA 70112 504-581-9444 SCSO-CIV-209-0402

of Sons, Inc., dated June 14, 1977, approved by Ordinance No. 66-3-26Q recorded in COB 267, folio 842, official records of St Charles Parish, Louisiana. Said hereinabove property has been resubdivided into Lotsl-A through 53-A, inclusive Square 2, Ormond Country Club Estates. Said hereinabove property has been further resubdivided into LOTS 36A-1 through 36A-4 and 27A-1 through 37A-4, all in accord with survey thereof by Raymond B. Saucier, Land Surveyor, dated March 14, 1981, approved by Ordinance No. 81-6-9, recorded in COB 266, folio 401, official records of St Charles Parish, Louisiana. The lots conveyed herein is designated as follows: LOTS 37A-4 of SQUARE 2 of ORMOND COUNTRY CLUB ESTATES, bounded by Brandon Hall Drive, Stanton Hall Drive, Dunleith Drive, and Edgewood Drive. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: NINETY-SIX THOUSAND SIX HUNDRED TEN AND 21 / 100 (\$96,610.21) 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: October 01, 2015 and October 29, 2015 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Daniel A Reed 8550 United Plaza Blvd. Baton Rouge, LA 70809 SCSO-CIV-209-0402

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45)78545-D
Date: Thursday, September 10, 2015
JPMORGAN CHASE BANK, N.A. F/K/A JPMORGAN CHASE BANK VS TED A. MELTON A/K/A TED MELTON, ET AL GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, JULY 22, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, NOVEMBER 4, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to-wit: ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in ST. CHARLES PARISH, STATE OF LOUISIANA, in what is known as BEAU PLACE ESTATES, PHASE I, said portion of ground is more specifically designated as follows, to-wit: BEAU PLACE ESTATES, PHASE 1, LOT 42 IN ST CHARLES PARISH, BAYOU GAUCHE, LOUISIANA And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: THIRTY-FIVE THOUSAND SIX HUNDRED THIRTY-ONE AND 50 / 100 (\$35,631.50) 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: October 01, 2015 and October 29, 2015 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Ray L. Wood 457 Louisiana Ave Baton Rouge, LA 70802 SCSOCIV-209-0402

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45)80148-E
Date: Wednesday, July 29, 2015
GREEN TREE SERVICING LLC VS BYRON J. TOUPS GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, JULY 20, 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, OCTOBER 7, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to-wit: ONE CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances