

LEGAL

ST. CHARLES PARISH PUBLIC NOTICES



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PUBLIC NOTICE

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, OCTOBER 19, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

2015-0352 (10/5/15, Fisher-Perrier)
An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs at the corner of Kinler Street and Hackberry Street in Luling.

2015-0353 (10/5/15, St. Pierre, S.C.P.C.)
An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the St. Charles Community C.A.R.E. Center Foundation, Inc. for the provision of services.

2015-0364 (10/5/15, St. Pierre, S. Scholle)
An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No P120801, Randolph Pump Station Improvements, to increase the contract amount by \$73,305.50 and contract time by 14 days.

2015-0365 (10/5/15, St. Pierre, M. Albert)
An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Chapter 16 Nuisances, Article III, Weeds and Grass, Etc., Section 16-26, Notice to abate, and Section 16-27, Abatement by parish, by amending the abatement procedures related to the required notification period.

2015-0370 (10/5/15, Hogan)
An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 16 Nuisances, Article III, Weeds, Grass, Etc., Section 16-26, Notice to Abate and Section 16-27, Abatement by parish to amend the abatement procedures related to the required notification period.

2015-0366 (10/5/15, St. Pierre, M. Albert)
An ordinance to amend Chapter 22.5 Vehicles For Hire, Article II, Taxicabs to increase the application fee, amend the residence requirement, clarify the vehicle standard, and adopt the regional taxicab rate structure by reference.

2015-0367 (10/5/15, St. Pierre, E. Matherne)
An ordinance to adopt the St. Charles Parish Local Coastal Program.

2015-0368 (10/5/15, St. Pierre, E. Matherne)
An ordinance to amend the St. Charles Parish Code of Ordinances by adding Chapter 26, the St. Charles Parish Local Coastal Program.

2015-0369 (10/5/15, Hogan)
An ordinance instructing the Parish President to enter into a contract to perform a budgeted task, which he is legally obligated to do, and that it be done within fourteen (14) days following the Council's passing of this ordinance, and that the contract be entered into with Couvillion Group, LLC in the amount of \$29,000 which is the amount the Administration received in a bid it had requested and received and that it utilize the \$30,000 allotted in the 2015 Parish budget to perform the budgeted task of raising and disposing the sunken vessel "Pretty Boy" from the Scenic Waterway Bayou Des Allemands, and to authorize the employment of Special Legal Counsel to be selected by the Council Chairman for the purpose of 1) taking any and all legal action required on behalf of the St. Charles Parish Council in order to have a court of competent jurisdiction compel the Parish President to perform his legal obligation related to this matter should the Parish President not provide the Council with an executed contract with Couvillion Group, LLC within the time allotted above, and/or 2) to defend the St. Charles Parish Council should the Parish President elect to file suit against the St. Charles Parish Council as a result of the passing of this ordinance or any legal action required as a result of anything having to do with any of the subject matter noted above or contained within the following whereas', and be it known that the St. Charles Parish Council does hereby deem and declared that any part of this ordinance not found to be invalid by an agency or authority shall not invalidate the remaining portions of this ordinance.

2015-0255 (10/5/15, Hogan)
An ordinance of the Parish of St. Charles, providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 19 Planning and Development, Article I, In General, Section 19-1, Planning and Zoning Commission, (b), to add term limits on Council appointments to the Planning and Zoning Commission.

ORDINANCE TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON TUESDAY, OCTOBER 27, 2015, 8:00 AM; THURSDAY, OCTOBER 29, 2015, 6:00 PM; AND TUESDAY, NOVEMBER 3, 2015, 6:00 PM, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

2015-0197 (10/5/15, St. Pierre, G. Dussou)
An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2016.

PUBLISH: October 8, 15, 2015

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 Boudoin** 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

"The Davis Pond Advisory Committee will have its Annual Meeting for 2015/2016 on Tuesday, November 17, 2015 at 11:00 AM in room 236 at the Lindy Boggs Conference Center, 2045 Lakeshore Drive, New Orleans, La. 70122. Questions concerning this meeting can be directed to David Chambers, Davis Pond Point of Contact, State of Louisiana CPRA, Coastal Protection and Restoration Authority of Louisiana, New Orleans Regional Office, CERM, Suite 309, 2045 Lakeshore Drive, New Orleans, La. 70122, phone (504) 280-4069."
Publish October 15 & 22, 2015

PUBLIC NOTICE



SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:
11:00 A.M., THURSDAY, **October 29, 2015**

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

(NEW) X2-85 STEEL SHEET PILING

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

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

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

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
October 08, 2015
October 15, 2015

PUBLIC NOTICE

"Anyone knowing the whereabouts of Keith J. Landry, please contact Christina N. Lewis, Attorney at Law, 13309 River Road, Luling, Louisiana 70070; 985-785-6812. Important property rights may be affected."

Publish October 8 & 15, 2015

PUBLIC NOTICE

"Anyone knowing the whereabouts of Tamekia Singleton Scales, Rocky Singleton Smith or Nadia Singleton Smith please contact the Law Office of Joseph Rochelle at 110 Avenue Oaks, Destrehan, La. 70047, or by calling 504-451-4885"

Publish October 15 & 22, 2015

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF SEPTEMBER 8, 2015, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.

St. Charles Parish
Meeting Minutes
Parish Council

Final

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

St. Charles Parish
Courthouse
15045 Highway 10
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish-la.gov

Tuesday, September 8, 2015 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present: 7 - Jarvis Lewis, Terrell D. Wilson, Wendy Benedetto, Paul J. Hogan, Larry Cochran, Traci A. Fletcher, and Julia Fisher-Perrier
Absent: 1 - Carolyn K. Schexnaydre

Also Present

Parish President V.J. St. Pierre, Jr., Chief Operations Officer Bobby Drinsliden, Chief Administrative Officer Buddy Box, Legal Director Leon C. Vail, III, Assistant Parish Attorney David Mayer, Public Works/Wastewater Director Sam Scholla, Planning & Zoning Director Michael Albert, Finance Director Grant Quasson, Grant Officer Holly Fossaccia, Public Information Officer Renee Simpson, Emergency Preparedness Director Ronald J. Perry, Economic Development & Tourism Director Corey Fauchoux, Parks and Recreation Director Duane Forest

CALL TO ORDER

PRAYER / PLEDGE

Pastor Chris Heustonlight
Grace Point Church, Destrehan

APPROVAL OF MINUTES

A motion was made by Councilmember Fletcher, seconded by Councilmember Fisher-Perrier, to approve the minutes from the regular meeting of August 17, 2015. The motion carried by the following vote:

Yes: 7 - Lewis, Wilson, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Schexnaydre

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2015-0289

Tribute: Honorable William Billy Woodruff, Councilman, District II
Sponsor: Ms. Schexnaydre, Mr. Lewis, Mr. Wilson, Mr. Benedetto, Mr. Hogan, Mr. Cochran, Ms. Fletcher and Ms. Fisher-Perrier
Read

2015-0300

A resolution to appoint a member to the St. Charles Parish Council to fill the vacancy created by the resignation of District II Councilman William Billy Woodruff.

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

Nominations:
Councilwoman Fisher-Perrier nominated Ms. Mary Tastet
Nominations Accepted

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Hogan, to Close Nominations for File No. 2015-0300. The motion carried by the following vote:

Yes: 7 - Lewis, Wilson, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Schexnaydre

Nominations Closed

2015-0300

A resolution to appoint Ms. Mary Tastet to the St. Charles Parish Council to fill the vacancy created by the resignation of District II Councilman William Billy Woodruff.

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

VOTE ON THE APPOINTMENT OF MS. MARY TASTET

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

Nay: 0

Absent: 1 - Schexnaydre

Enactment No. 8176

INVALID Vote by Chairman on File No. 2015-0300

On September 8, 2015 Chairman Cochran inadvertently voted on the adoption of Resolution No. 8176. In accordance with Article III, Section A, E.C.L. of the Home Rule Charter, the presiding officer of the Council shall not vote on an appointment to fill a vacancy on the Council unless a tie vote occurs thereon. Therefore, his vote on the appointment was invalid, however the Resolution STANDS ADOPTED with a vote of 8 yeas and 1 absent.

Judge Timothy S. Margal administered the Oath of Office to Ms. Mary Tastet as Councilwoman, District II.

ATTENDANCE

Present: 8 - Jarvis Lewis, Terrell D. Wilson, Mary Tastet, Wendy Benedetto, Paul J. Hogan, Larry Cochran, Traci A. Fletcher, and Julia Fisher-Perrier
Absent: 1 - Carolyn K. Schexnaydre

2015-0301

In Recognition: Emily Mae Hymel, Miss St. Charles Parish Festival Queen LVII

Sponsor: Ms. Benedetto and Ms. Fletcher

Read

2015-0302

In Recognition: Lauren Michelle Watson, Teen St. Charles Parish Festival Queen XX

Sponsor: Ms. Fisher-Perrier and Ms. Fletcher

Read

2015-0303

In Recognition: 2015 Girls Babe Ruth 10U State Champions

Sponsor: Ms. Benedetto

Read

2015-0304

In Recognition: 2015 - 9-Year Old Louisiana Cal Ripken State Champions

Sponsor: Mr. Hogan

Read

2015-0305

In Recognition: 2015 - 12-Year Old Louisiana Cal Ripken State Champions

Sponsor: Ms. Schexnaydre

Read

2015-0306

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

Sponsor: Mr. Wilson

Read

2015-0288

Local Board of Review - 2015 Assessment - Regular Meeting, September 21, 2015, 6PM, Council Chambers, Courthouse

Sponsor: Mr. Cochran

September 11 - 25, Parish Council Review Period

Announced

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2015-0286

Department of Finance
Mr. Don Vweat, Cam Riggs & Ingram, LLC

Reported

2015-0297

Parish President Remarks/Report

Sponsor: Mr. St. Pierre Jr.

Council Discussion
Parish President V.J. St. Pierre, Jr. speaks on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN COCHRAN AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, SEPTEMBER 21, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2015-0310

An ordinance to amend the Code of Ordinances to revise Chapter 15, Section 15-5, 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.

Sponsor: Mr. Wilson and Mr. Lewis

Published/Scheduled for Public Hearing to the Parish Council on September 21, 2015

2015-0311

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for Parish Project No P081102-S, Durliehl 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.

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

Published/Scheduled for Public Hearing to the Parish Council on September 21, 2015

2015-0312

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for Parish Project No. P020902, East Stark Multi-Use Path Phase IV, State Project No. H.007551, Federal Aid Project No. 458/504) to decrease the contract amount by \$620.64.

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

Published/Scheduled for Public Hearing to the Parish Council on September 21, 2015

2015-0313

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 4.5 acres, Lot B-Y-1 in Section 90, T13S - R21E, 318 Canal Street, Luling as requested by Joshua and Mariangellis Billings.

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

Published/Scheduled for Public Hearing to the Parish Council on September 21, 2015

2015-0314

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.

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

Published/Scheduled for Public Hearing to the Parish Council on September 21, 2015

2015-0315
An ordinance approving and authorizing the execution of Change Order No. 3 (Final) for Project No. P080505-3B, Willowridge Levee - Phase I, State Project No. H.009257, as part of the West Bank Hurricane Protection Levee Project, to decrease the contract amount by \$100,816.58 and increase the contract time by one hundred and seven (107) days.

Sponsors: Mr. St. Pierre Jr. and Department of Public Works
Published/Scheduled for Public Hearing to the Parish Council on September 21, 2015

2015-0316
An ordinance to approve and authorize the execution of a Contract with Tasc Electric LLC., for construction of R56 standard electrical grounding and an uninterruptible power supply at the St. Charles Parish Emergency Operations Center at 15025 River Road in Hahnville, Base bid in the amount of \$350,000.00, Parrish Project No. P150701.

Sponsors: Mr. St. Pierre Jr. and Department of Emergency Preparedness
Published/Scheduled for Public Hearing to the Parish Council on September 21, 2015

PLANNING AND ZONING PETITIONS

2015-0289
An ordinance approving and authorizing a Home Occupation operated by Roland Salazar - "Roland and Sons Home Improvement, LLC" - a home improvement contractor at 301 St. John Street, Luling.

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

Council Discussion
Planning & Zoning Director Michael Albert spoke on the matter. Parish President V.J. St. Pierre, Jr. spoke on the matter.

Amendment: to amend the proposed ordinance under "SECTION I" by adding at the end "... with the condition upon Roland Salazar obtaining his Louisiana Contractors License," and to amend under "SECTION II" by adding at the end "... subject to the condition."

Councilwoman Fisher-Perrier clarified the wording for the motion. Amendment: to amend the proposed ordinance under "SECTION I" by adding at the end "... with the condition upon Roland Salazar obtaining his Louisiana Contractors License before issuing the permit," and to amend under "SECTION II" by adding at the end "... subject to the condition."

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Lewis, to Amend File No. 2015-0289. The motion carried by the following vote:

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

Amended
2015-0289
An ordinance approving and authorizing a Home Occupation operated by Roland Salazar - "Roland and Sons Home Improvement, LLC" - a home improvement contractor at 301 St. John Street, Luling.

Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Council Discussion
VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yes: 7 - Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 1 - Lewis
Absent: 1 - Schexnaydre

Enactment No. 15-9-1
2015-0284
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from C-3 to M-1 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boute, as requested by T.J. Jack G. Hoover.

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

Speakers: Ms. Phoebe Sellers Colles, Boute
Mr. Greg Colles, Boute
Mr. John Sellers, Arlington, Texas
Mr. T.J. Jack G. Hoover, Boute

Public Hearing Requirements Satisfied
Council Discussion
Planning & Zoning Director Michael Albert spoke on the matter. Mr. Hoover spoke on the matter. Mr. Sellers spoke on the matter. Legal Services Director Leon C. Vial, III, spoke on the matter.

A motion was made by Councilmember Hogan, seconded by Councilmember Fisher-Perrier, to Table File No. 2015-0284. The motion carried by the following vote:

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

Tabled.
Chairman Cochran announced that public hearing was not satisfied on File No. 2015-0284 because public hearing was not closed, therefore, public hearing will take place at the next council meeting.

Parish President V.J. St. Pierre, Jr. requested a Point of Clarity stating that public hearing was closed on File No. 2015-0284.

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

2015-0264
An ordinance setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47:1705(B) for constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; and for the ARC of St. Charles.

Sponsors: Mr. St. Pierre Jr. and Department of Finance
Reported: Finance Department Recommended: Approval
Public Hearing Requirements Satisfied

Councilwoman Fisher-Perrier explained her reason for abstaining. VOTE ON THE PROPOSED ORDINANCE

Yes: 7 - Lewis, Wilson, Tastet, Benedetto, Hogan, Cochran and Fletcher
Nay: 0
Abstain: 1 - Fisher-Perrier
Absent: 1 - Schexnaydre

Enactment No. 15-9-2
2015-0277
An ordinance to amend the Code of Ordinances for St. Charles Parish, Chapter 24, Noise, Section 24-4. Maximum permissible sound limits to add (d), prohibit noise from private garbage collection.

Sponsors: Mr. Hogan
Public Hearing Requirements Not Satisfied
A motion was made by Councilmember Hogan, seconded by Councilmember Lewis, to Postpone Indefinitely File No. 2015-0277. The motion carried by the following vote:

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

Postponed Indefinitely
2015-0278
An ordinance approving and authorizing the execution of a Donation of Servitude acquiring additional width to an existing public right-of-way over property identified as Tract 5A of Elkinsville Subdivision, St. Rose, Louisiana, for adequate access to a recreational playground in that area.

Sponsors: Mr. St. Pierre Jr. and Department of Legal Services
Reported: Legal Services Department Recommended: Approval
Chief Administrative Officer Buddy Boe spoke on the matter. Public Hearing Requirements Satisfied

Council Discussion
VOTE ON THE PROPOSED ORDINANCE

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

Enactment No. 15-9-3
2015-0279
An ordinance to approve and authorize the naming of a right of way in the Elkinsville Subdivision after Palmer Elkins, founder of Elkinsville.

Sponsors: Mr. St. Pierre Jr. and Department of Public Works
Reported: Public Works Department Recommended: Approval
Chief Administrative Officer Buddy Boe spoke on the matter. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Enactment No. 15-9-4
2015-0290
An ordinance to accept the Department of the Army Easement for pipeline right-of-way (8' waterline) in the Bonnet Carré Spillway, No. DACW29-2-94-77.

Sponsors: Mr. St. Pierre Jr., Chief Administrative Officer and Department of Waterworks
Reported: Chief Administrative Officer Recommended: Approval
Waterworks Department Recommended: Approval
Chief Administrative Officer Buddy Boe spoke on the matter. Public Hearing Requirements Satisfied

May: 0
Absent: 1 - Schexnaydre
Enactment No. 15-9-6
2015-0292
An ordinance approving and authorizing the execution of a Donation of Servitude of property bordering Schexnaydre Lane in Destrehan, Louisiana, part of the Destrehan High School Campus facility, for safer foot traffic from Thomas Colby Drive to Destrehan High School.

Sponsors: Mr. St. Pierre Jr. and Department of Public Works
Reported: Public Works Department Recommended: Approval
Public Hearing Requirements Satisfied

Council Discussion
Public Works/Waterworks Director Sam Scholle spoke on the matter. VOTE ON THE PROPOSED ORDINANCE

Yes: 5 - Lewis, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Schexnaydre

Enactment No. 15-9-7
2015-0293
An ordinance requesting authorization for St. Charles Parish to award an Engineering Service Professional Services Agreement for St. Charles Parish to conduct an interior Drainage Study for the east bank of St. Charles Parish, LAMP FEMA Challenge SCP Project # P140501.

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

Chief Administrative Officer Buddy Boe spoke on the matter. Speakers: Mr. Milton Allmand, Hahnville
Mr. Boe spoke on the matter. Public Hearing Requirements Satisfied

A motion was made by Councilmember Benedetto, seconded by Councilmember Hogan, to extend Mr. Allmand's time an additional three minutes. The motion carried by the following vote:

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

Time Extended
Council Discussion
Mr. Boe spoke on the matter. VOTE ON THE PROPOSED ORDINANCE

Yes: 5 - Lewis, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Schexnaydre

Enactment No. 15-9-8
2015-0295
An ordinance authorizing and accepting a Professional Services Agreement for St. Charles Parish to conduct modeling and a flood insurance map appraisal for the west bank of St. Charles Parish, LAMP FEMA Challenge SCP Project # LAMP-001.

Sponsors: Mr. St. Pierre Jr., Coastal Zone Management Section, Ms. Schexnaydre, Mr. Lewis, Mr. Wilson, Mr. Woodruff, Ms. Benedetto, Mr. Hogan, Mr. Cochran, Ms. Fletcher and Ms. Fisher-Perrier
Reported: CZM Section Recommended: Approval
Councilwoman Schexnaydre Recommended: Approval
Councilman Lewis Recommended: Approval
Councilman Wilson Recommended: Approval
Councilwoman Benedetto Recommended: Approval
Councilman Hogan Recommended: Approval
Councilman Cochran Recommended: Approval
Councilwoman Fletcher Recommended: Approval
Councilwoman Fisher-Perrier Recommended: Approval

Chief Administrative Officer Buddy Boe spoke on the matter. Speakers: Mr. Milton Allmand, Hahnville
Mr. Boe spoke on the matter. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Enactment No. 15-9-8
2015-0296
An ordinance authorizing and accepting a Professional Services Agreement for St. Charles Parish to conduct modeling and a flood insurance map appraisal for the west bank of St. Charles Parish, LAMP FEMA Challenge SCP Project # LAMP-001.

Sponsors: Mr. St. Pierre Jr., Coastal Zone Management Section, Ms. Schexnaydre, Mr. Lewis, Mr. Wilson, Mr. Woodruff, Ms. Benedetto, Mr. Hogan, Mr. Cochran, Ms. Fletcher and Ms. Fisher-Perrier
Reported: CZM Section Recommended: Approval
Councilwoman Schexnaydre Recommended: Approval
Councilman Lewis Recommended: Approval
Councilman Wilson Recommended: Approval
Councilwoman Benedetto Recommended: Approval
Councilman Hogan Recommended: Approval
Councilman Cochran Recommended: Approval
Councilwoman Fletcher Recommended: Approval
Councilwoman Fisher-Perrier Recommended: Approval

Chief Administrative Officer Buddy Boe spoke on the matter. Speakers: Mr. Milton Allmand, Hahnville
Mr. Boe spoke on the matter. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Enactment No. 15-9-9
RESOLUTIONS
2015-0308
A resolution certifying that St. Charles Parish has complied with the bidding procedures of Louisiana Revised Statutes 38:2211, et. seq., for the Willowridge Levee Improvements - Phase III State Project No. H.009257.

Sponsors: Mr. St. Pierre Jr., Grants Office, Ms. Schexnaydre, Mr. Lewis, Mr. Wilson, Ms. Benedetto, Mr. Hogan, Mr. Cochran, Ms. Fletcher and Ms. Fisher-Perrier
Reported: Grants Office Recommended: Approval
Councilwoman Schexnaydre Recommended: Approval
Councilman Lewis Recommended: Approval
Councilman Wilson Recommended: Approval
Councilwoman Benedetto Recommended: Approval
Councilman Hogan Recommended: Approval
Councilman Cochran Recommended: Approval
Councilwoman Fletcher Recommended: Approval
Councilwoman Fisher-Perrier Recommended: Approval

Grants Officer Holly Fonseca spoke on the matter. VOTE ON THE PROPOSED RESOLUTION

Yes: 5 - Lewis, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Schexnaydre

Enactment No. 6177
2015-0309
A resolution requesting authorization for St. Charles Parish to award a construction contract for the Willowridge Levee Improvements - Phase III, State Project No. H.009257, through the State of Louisiana Department of Transportation and Development (DOTD) under the Louisiana Statewide Flood Control Program.

Sponsors: Mr. St. Pierre Jr., Grants Office, Ms. Schexnaydre, Mr. Lewis, Mr. Wilson, Ms. Benedetto, Mr. Hogan, Mr. Cochran, Ms. Fletcher and Ms. Fisher-Perrier
Reported: Grants Office Recommended: Approval
Councilwoman Schexnaydre Recommended: Approval
Councilman Lewis Recommended: Approval
Councilman Wilson Recommended: Approval
Councilwoman Benedetto Recommended: Approval
Councilman Hogan Recommended: Approval
Councilman Cochran Recommended: Approval
Councilwoman Fletcher Recommended: Approval
Councilwoman Fisher-Perrier Recommended: Approval

Grants Officer Holly Fonseca spoke on the matter. VOTE ON THE PROPOSED RESOLUTION

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

Enactment No. 6178
2015-0307
A resolution requesting an Attorney General (AG) Opinion as to whether the actions taken by St. Charles Parish President V.J. St. Pierre, Jr. with respect to that which is needed in order to avoid having an audit of La. Const. art. VII, Sec. 14(A) as noted in AG Opinions 13-0171 and 14-0045, were reasonable and requires no more action on his part or to advise on further action required should it be opined that the actions taken were not reasonable.

Sponsors: Mr. Hogan
Reported: Councilman Hogan Recommended: Approval
VOTE ON THE PROPOSED RESOLUTION

Yes: 6 - Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 1 - Benedetto
Absent: 2 - Schexnaydre and Lewis

Enactment No. 6179
2015-0261
A resolution to amend the Parish Council Rules to revise Rule 11 to allow for the author of a proposed ordinance and/or proposed resolution to explain its purpose upon being given the floor after its reading by the Council Chairman and to provide for a second opportunity to speak following the discussion of other members.

Sponsors: Mr. Hogan
Council Rule 19. The rules may be repealed, altered, or amended by concurrence of a majority of all Councilmen, but motion for this purpose must be in writing, and its vote for at least one week after introduction before final passage. Held Over for Final Action on Monday, September 21, 2015

APPOINTMENTS
2015-0280
A resolution to appoint Mr. Brett Terbonne to the Civil Service Board.

VOTE ON THE APPOINTMENT OF MR. BRETT TERBONNE
Yes: 7 - Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Schexnaydre and Lewis

Enactment No. 6180
2015-0281
A resolution to appoint Ms. Sara Champion to the Civil Service Board.

VOTE ON THE APPOINTMENT OF MS. SARA CHAMPION
Yes: 7 - Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Schexnaydre and Lewis

Enactment No. 6181
2015-0285
A resolution to appoint a member to the Planning & Zoning Commission as the District IV Representative.

Nominations Accepted
Councilman Hogan nominated Mr. Jason Richard
Nominations Accepted
Councilman Hogan nominated Mr. Jason Richard
A motion was made by Councilmember Wilson, seconded by Councilmember Fisher-Perrier, Close Nomination(s) for File No. 2015-0285. The motion carried by the following vote:

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

Enactment No. 6181
2015-0286
A resolution to appoint a member to the Industrial Development Board.

Nominations Accepted
Councilman Cochran nominated Mr. Ricky Bosco
Nominations Accepted
Councilman Cochran nominated Mr. Ricky Bosco
A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Hogan, Close Nomination(s) for File No. 2015-0286. The motion carried by the following vote:

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

Enactment No. 6182
2015-0287
A resolution to appoint a member to the Industrial Development Board.

Nominations Accepted
Councilman Fletcher nominated Mr. Robert A. Colon, Jr.
Nominations Accepted
Councilman Fletcher nominated Mr. Robert A. Colon, Jr.
A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Hogan, Close Nomination(s) for File No. 2015-0287. The motion carried by the following vote:

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

2015-0281
A resolution to appoint Ms. Sara Champion to the Civil Service Board.

VOTE ON THE APPOINTMENT OF MS. SARA CHAMPION
Yes: 7 - Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Schexnaydre and Lewis

Enactment No. 6181
2015-0285
A resolution to appoint a member to the Planning & Zoning Commission as the District IV Representative.

Nominations Accepted
Councilman Hogan nominated Mr. Jason Richard
Nominations Accepted
Councilman Hogan nominated Mr. Jason Richard
A motion was made by Councilmember Wilson, seconded by Councilmember Fisher-Perrier, Close Nomination(s) for File No. 2015-0285. The motion carried by the following vote:

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

Enactment No. 6181
2015-0286
A resolution to appoint a member to the Industrial Development Board.

Nominations Accepted
Councilman Cochran nominated Mr. Ricky Bosco
Nominations Accepted
Councilman Cochran nominated Mr. Ricky Bosco
A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Hogan, Close Nomination(s) for File No. 2015-0286. The motion carried by the following vote:

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

Enactment No. 6182
2015-0287
A resolution to appoint a member to the Industrial Development Board.

Nominations Accepted
Councilman Fletcher nominated Mr. Robert A. Colon, Jr.
Nominations Accepted
Councilman Fletcher nominated Mr. Robert A. Colon, Jr.
A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Hogan, Close Nomination(s) for File No. 2015-0287. The motion carried by the following vote:

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

Enactment No. 6182
2015-0288
A resolution to appoint a member to the Industrial Development Board.

Nominations Accepted
Councilwoman Fletcher nominated Mr. Corey Fauchoux
Nominations Accepted
Councilwoman Fletcher nominated Mr. Corey Fauchoux
A motion was made by Councilmember Benedetto, seconded by Councilmember Wilson, Close Nomination(s) for File No. 2015-0288. The motion carried by the following vote:

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

Enactment No. 6183
2015-0293
A resolution to appoint a member to the Industrial Development Board.

Deferred
A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fletcher, to adjourn the meeting at approximately 5:07 pm. The motion carried by the following vote:

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

ADJOURNMENT
I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

15-10-1
Tiffany K. Clark
Council Secretary

Publish October 15, 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, OCTOBER 5, 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.

2015-0338
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 15-10-1

An ordinance to approve and authorize the execution of a Construction Contract with Volute, Inc. for Parish Project No. P081102-6, Duneilh 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.

WHEREAS, sealed bids were received by St. Charles Parish August 11, 2015 for project No. P081102-6, Duneilh Canal Bank Stabilization Phase V; and, WHEREAS, Evans-Graves Engineers, Inc., the Engineer for the Project, has reviewed the bids and recommended that the contract be awarded to the low bidder, Volute, Inc. in the amount of \$1,038,206.00 which includes the Base Bid, Alternate No. 1 and Alternate No. 2; and, WHEREAS, installation of this project will be a contract comprised of furnishing and installing sheet piling, clearing and grubbing, backfilling, sodding, hydro-seeding, and removal of any existing obstructions located in the Duneilh Canal in the Ormond Subdivision of Destrehan, on the East Bank of St. Charles Parish, Louisiana.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the bid of Volute, Inc. for the construction of St. Charles Parish Project No. P081102-6, Duneilh Canal Bank Stabilization Phase V, be hereby approved and accepted, in the amount of \$1,038,206.00. SECTION II. That the Parish President is hereby authorized to execute said contract documents on behalf of St. Charles Parish.

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

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

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETROSECRETARY: [Signature]
AT: 10:00 AM REGD BY: [Signature]

SECTION 06500
CONTRACT

This agreement entered into this 10th day of October, 2015, by Volute, Inc., hereinafter called the "Contractor", whose business address is 313 Venture Blvd at the St. Charles Parish, hereinafter called the "Owner", Houma, LA 70360

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

ARTICLE 1
STATEMENT OF WORK

1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner;

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Evans-Graves Engineers, Inc.

1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated July 2015, Addenda number(s) #1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.04 The Work is generally described as follows: furnishing and installing sheet piling and cap, clearing and grubbing, backfilling, sodding and hydroseeding.

ARTICLE 2
ENGINEER

2.01 The Project has been designed by Evans-Graves Engineers, Inc., who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIME

3.01 The Contractor shall complete all of the Work under the Contract within one hundred eighty (180) calendar days from the date stated in the Notice to Proceed.

ARTICLE 4 LIQUIDATED DAMAGES

Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time.

ARTICLE 5 CONTRACT PRICE

5.01 The amount to be paid to the Contractor by the Owner for completion of all work Owner will pay and the Contractor will accept in full consideration for the completion of all Work is: One Million Thirty-Eight Thousand, Two Hundred and One Million Thirty-Eight Thousand, Two Hundred and One (\$1,038,206.00) Six dollars and no cents per day based on unit prices specified within this contract document.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations: 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

ARTICLE 8 CONTRACT DOCUMENTS

8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full: a) Contract (Section 00500) b) Performance Bond (Section 00611) c) Payment Bond (Section 00610) d) Insurance Certificates e) Advertisement for Bids (Section 00010) f) Louisiana Uniform Public Works Bid Form (Section 00300) g) Addenda (Numbers #1 to inclusive) h) Contract documents bearing the general title "Dunleith Canal Stabilization Phase 5 (St. Charles Parish Project P081102-6)" dated July 2015.

ARTICLE 9 MISCELLANEOUS

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

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

OWNER: Parish of St. Charles By: Dale G. Thompson, Jr. Title: President

ATTEST: By: Title: Purchasing Agent

SECTION 00500 CONTRACT

This agreement is made and executed in Ten (10) original copies, on this day of 20, between St. Charles Parish acting through V.J. St. Pierre, Jr., Parish President Party of the First Part, hereinafter designated as the "Contracting Agency," and Seallevel Construction, Inc., Contractor.

Party of the Second Part, hereinafter designated as "Contractor". In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows: The Contractor will provide all materials, equipment and labor and perform the work required to complete in a thorough and workmanlike manner, to the satisfaction of the Contracting Agency.

State Project Number H.009257-PHASE III entitled WILLOWRIDGE LEVEE-PHASE III located in St. Charles Parish

Parish, consisting of Construction of an earthen levee via on-site borrow and placement of compacted embankments, surfacing, gated structures, clearing and grubbing, installation of drain lines and inlets at specified locations, new concrete T-wall at the existing Willowdale Pump Station, new Pump Station, Bridge, Mechanical and Electrical Improvements, placing silt fence, constructing ramps, fertilizing, seeding, and mulching.

In accordance with the plans and proposal on file at the Contracting Agency's Office, and with the 2006 Louisiana Standard Specifications for Roads and Bridges, and with the proposal, including the supplementary specifications, general provisions and special provisions accompanying said proposal; copy of said plans, specifications and proposal are made a part hereof and hereby become a part of this contract.

The Contractor agrees to accept and the Contracting Agency agrees to pay for the work at the prices stipulated in said Proposal in lawful money of the United States in the time and manner set forth in the Standard Specifications. Performance shall begin on the date stipulated in the "Notice to Proceed" and shall be completed within the time specified in said Proposal, subject to such extensions as may be authorized.

Total cost of State Project Number H.009257-PHASE III is Seven million, four hundred forty thousand, one hundred seventy-one DOLLARS (\$ 7,440,171.00)

This contract shall become effective on the date all parties hereto have signed the same.

In witness whereof, the Parish President has hereunto subscribed his name, and the same has been approved by the St. Charles Parish Council

and Seallevel Construction, Inc., Contractor, has also hereunto subscribed his name.

By: Seallevel Construction, Inc. Contractor 72-1395013 Federal Identification Number By: Amanda R. Soyler Witness V. J. St. Pierre, Jr., Parish President Richard J. Roth, President Name St. Charles Parish Contracting Agency 72-6001208 Federal Identification Number V.J. St. Pierre, Jr., Parish President Name

2015-0342 INTRODUCED BY: PAUL J. HOGAN, COUNCILMAN, DISTRICT IV ORDINANCE NO. 15-10-3 An ordinance to amend Ordinance No. 15-6-9 to correct the error in Section I thereof.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 15-6-9 on June 1, 2015, revising Appendix C, the St. Charles Parish Subdivision Regulations of 1981, I. General, B. Definitions: Planned Industrial Park, and V. Administrative, A. Fees: 1, 2, and 4; and

WHEREAS, an error was made in Section I of said Ordinance; and WHEREAS, it is the desire of the Council to correct said error. THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That Ordinance No. 15-6-9 be amended to correct the error in Section I. to read as follows:

AS WRITTEN: SECTION I. That the Code of Ordinances, Appendix C, the St. Charles Parish Subdivision Regulations of 1981, I. General, B. Definitions: to add Commercial Subdivision, Commercial Development Subdivision, Industrial Area Status, Industrial Subdivision, and Industrial Development Subdivision, and to amend V. Administrative, A. Fees, 1, 2, and 4 is hereby amended as follows:

REVISED: SECTION I. That the Code of Ordinances, Appendix C, the St. Charles Parish Subdivision Regulations of 1981, I. General, B. Definitions: Planned Industrial Park, and V. Administrative, A. Fees, 1, 2, and 4 is hereby amended as follows:

SECTION II. All other provisions of said Ordinance shall remain as first written. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

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

CHAIRMAN: SECRETARY: DIVISION PRESIDENT: APPROVED: DISAPPROVED: PARISH PRESIDENT: RETD/SECRETARY: AT: 10:00 am RECD BY: VJB

2015-0343 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (CHIEF ADMINISTRATIVE OFFICER) ORDINANCE NO. 15-10-4

An ordinance to approve and authorize the execution of a Lease with the Secretary of the Army for the twenty-six acre Bonnet Carré Spillway Recreation Site. (Lease No. DACW29-1-15-39)

WHEREAS, the Parish has operated the Bonnet Carré Spillway Recreational Site since May of 1981; and, WHEREAS, the current lease agreement expired on December 31, 2013, and it is the desire of the Parish and the Corps of Engineers to extend said lease for an additional ten year period.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the Department of the Army Lease to non-state governmental agencies for public park and recreational purposes, Bonnet Carré Spillway Recreation Lease, Bonnet Carré Spillway, St. Charles Parish, Louisiana No. DACW29-1-15-39 is hereby approved.

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

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

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

CHAIRMAN: SECRETARY: DIVISION PRESIDENT: APPROVED: DISAPPROVED: PARISH PRESIDENT: RETD/SECRETARY: AT: 10:00 am RECD BY: VJB

NO DACW29-1-15-39 DEPARTMENT OF THE ARMY LEASE TO NON-STATE GOVERNMENT AGENCIES FOR PUBLIC PARK AND RECREATIONAL PURPOSES BONNET CARRÉ SPILLWAY RECREATION LEASE BONNET CARRÉ SPILLWAY ST. CHARLES PARISH, LOUISIANA

THIS LEASE made on behalf of the United States, between the SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, and ST. CHARLES PARISH DEPARTMENT OF PARKS AND RECREATION, hereinafter referred to as the Lessee.

WITNESSETH: That the Secretary, by the authority of Title 16, United States Code, Section 480d, and for the consideration hereinafter set forth, hereby leases to the Lessee the property identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions: 1. TERM This lease is granted for a term of 10 years, beginning same date subject Lease No. DACW29-1-15-39 is executed, signed, and completed by the District Chief of Real Estate, New Orleans, Real Estate Region South Division, Real Estate Contracting Officer, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the condition herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to ST. CHARLES PARISH DEPARTMENT OF PARKS AND RECREATION, P.O. Box 302, Hahnville, Louisiana 70057, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, P.O. Box 59287, New Orleans, Louisiana 70180-0287, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as Exhibit "B", which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees. No later than January 15, of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the District Engineer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sublessees. b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year. c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year. d. Minor modifications to the development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased premises. e. Budget of the Lessee for carrying out all activities for the upcoming year. f. Personnel to be used in the management of the leased premises. g. Annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the condition on NON-DISCRIMINATION, noting any deficiencies and providing a schedule for correction.

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer.

During the term of the lease, the District Engineer will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. These structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on RESTORATION. However, no structures may be erected or altered upon the premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the District Engineer. The District Engineer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

- a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d. b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the Condition on NON-DISCRIMINATION, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on DEVELOPMENT PLANS either directly or through sublessees or concessionaires that have been reviewed and accepted by the District Engineer. These sublessees or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the District Engineer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sublessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and condition of this lease.

10. TRANSFERS, ASSIGNMENTS, AND SUBLEASES

- a. Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sublessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the District Engineer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the District Engineer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The District Engineer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sublessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants by the state, and furnish the District Engineer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections, to remove timber or other material, except property of the Lessee, to flood the premises, to manipulate the level of the lake or pool in any manner whatsoever and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the District Engineer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

- a. At the commencement of this lease, the Lessee, unless self-insured, and its sublessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, or a minimum combined Single Limit of ONE MILLION DOLLARS (\$1,000,000), whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sublessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies or, if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three years or upon renewal or modification of this lease. b. The insurance policy or policies shall specifically provide protection appropriate for the type of facilities, services and products involved, and shall provide that the District Engineer be given thirty (30) days notice of any cancellation or change in such insurance. c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the District Engineer. The Lessee's insurance status shall not eliminate the requirement for its sublessees and concessionaires to have insurance from a reputable insurance carrier as set out above. d. The District Engineer may require closure of any or all of the premises during any period for which the Lessee and/or its sublessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such time as the said District Engineer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the District Engineer, said property shall either become the property of the United States without compensation therefore, or the District Engineer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 20004); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assigns.

19. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

20. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with developments, present and proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Engineer.

21. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

22. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sublessees are charged at all times with full knowledge of all the limitations and restrictions of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Engineer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sublessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by Lessee by giving one (1) year prior written notice to the District Engineer in the manner prescribed in the Condition on NOTICES.

23. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sublessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the District Engineer, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the District Engineer will have the option to revoke the lease. The Lessee and its assignees or sublessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

24. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sublessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

25. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises. Specifically prohibited are the use of gambling devices, such as slot machines, video gambling machines, or other casino type devices that would detract from the family atmosphere. District Engineers may allow the sale of state lottery tickets, in accordance with state and local laws and regulations, as long as the sale of tickets constitutes a collateral activity, rather than primary activity, of the Lessee. The Lessee shall not install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the District Engineer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily furnished, in accordance with state and local laws and regulations, with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

26. NATURAL RESOURCES

The Lessee shall not conduct no mining operations, remove no sand, gravel, or kindred substances from the premises, or commit any kind of nor in any manner substantially change the contour or condition of the premises except as may be authorized under and pursuant to the Development Plan described in the Condition on DEVELOPMENT PLANS herein. The Lessee may salvage fallen or dead timber, however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

27. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. § 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph c. (2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$50,000, the Lessee shall submit with the claim a certification that—

- (i) the claim is made in good faith; and
(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;
(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual.

(4) If the Lessee is not an individual, the certification shall be executed by—

- (i) a senior company official in charge of the Lessee's location involved; or
(ii) an officer or general partner of the lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$50,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$50,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest or the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on CONSIDERATION.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal or action arising under the lease, and comply with any decision of the District Engineer.

28. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution, conditions, or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the water. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the District Engineer before any pesticides or herbicides are applied to the premises.

29. ENVIRONMENTAL CONDITION OF PROPERTY (added)

An Environmental Condition of Property (ECP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit C. Upon expiration, revocation or termination of this lease, an ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition of RESTORATION.

30. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the District Engineer and protect the site and the material from further disturbance until the District Engineer gives clearance to proceed.

31. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the District Engineer, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the District Engineer.

32. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized by the District Engineer.

33. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental and consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

34. OFFICIALS NOT TO BENEFIT

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease be for the general benefit of such corporation or company.

35. EXECUTIVE ORDER 13658

Any reference in this section to "prime contractor" or "contractor" shall mean the [insert: Lessee/Permittee/Licensee] and any reference to "contract" shall refer to the [insert: Lessee/Permittee/Licensee].

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions:

(b) Minimum Wages. (1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2015. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage rate under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contract Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records. (1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
(ii) The worker's occupation(s) or classification(s)
(iii) The rate or rates of wages paid.
(iv) The number of daily and weekly hours worked by each worker.
(v) Any deductions made; and
(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(6) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may define a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

- (1) The employer must inform the tipped employee in advance of the use of the tip credit.
(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;
(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and
(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed a complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of a labor set forth in 29 CFR part 10. Disputes with respect to the contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on the Davis-Bacon Act, the contractor must also notify workers of the requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

36. HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

37. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

38. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provision of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority/direction of the Secretary of the Army this 7th day of October 2015.

Witness Linda C. Labure, New Orleans District Chief, Real Estate Region South Division, Real Estate Contracting Officer, U.S. Army Corps of Engineers, New Orleans District.

THIS LEASE is also executed by the Lessee this 7th day of October 2015.

Witness Angela Schubert, ST. CHARLES PARISH DEPARTMENT OF PARKS AND RECREATION, BY: [Signature], TITLE: Park President.

APPROVED AND LEGAL SUFFICIENT: MARCO ROSAMANO, ATTORNEY ADVISOR, U.S. Army Engineer District, New Orleans.

2015-0344 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 15-10-5 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.

WHEREAS, an Ordinance was passed to amend the St. Charles Parish Culvert Ordinance to establish procedures for the installation of culverts on streets that have open swale/ditch drainage systems and are not pre-engineered for subsurface culverts; and

WHEREAS, after the amendment to the St. Charles Parish Culvert Ordinance, Section 21-1 (e) still contained language that prohibits installation of subsurface drainage in some subdivisions; and

WHEREAS, no provisions were included in the amendment to the St. Charles Parish Culvert Ordinance for the Director of Public Works to grant an extension to the Subsurface Drainage Permit if the applicant is unable to complete work during the ninety-day period due to weather or the need to relocate utilities; and

WHEREAS, no provisions were included to enforce reinstatement and correction of improperly installed culverts; and

WHEREAS, in order to implement the procedures established by the amendment to the Culvert Ordinance, it is necessary to make modifications to the Culvert Ordinance.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the Code of Ordinances, Chapter 21, Article I is amended as follows:

Section 21-1 (e), including subsections, which prohibits issuance of culvert permits, other than for driveway and walkway crossings, in any subdivision designed and constructed based on an engineering design with an open swale/ditch drainage system that was accepted by St. Charles Parish after January 1, 1992, nor in Davis Plantation Park Subdivision Phase I and II, Lagatulla Estates Subdivision, Willowdale Subdivision, and Willowridge Subdivision, Phase I, unless numerous criteria are met, shall be removed from the Code of Ordinances, Chapter 21, Article I.

Section 21-1 (f) shall be amended to include

- (8) If the property owner is unable to complete work during the ninety-day period due to weather or the need to relocate utilities, the Director of Public Works may grant a one-time forty-five (45) day extension of the permit.
(9) If a culvert is improperly installed, the department of public works shall notify the property owner in writing following the inspection. The property owner must either reinstall the culvert correctly or remove the culvert and restore the drainage to the previous condition within forty-five (45) days of notification. The property owner must notify the department of public works when corrective work is completed. If a property owner fails to reinstall or remove improperly installed culverts forty-five (45) days after notification, personnel from the department of public works are authorized to remove improperly installed culverts and restore the drainage to the previous condition.

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

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

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

PARISH PRESIDENT: [Signature] RET/SECRETARY: 10-7-15 AT: 10:00 AM REC'D BY: [Signature]

2015-0316 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF EMERGENCY PREPAREDNESS)

ORDINANCE NO. 15-10-6 An ordinance to approve and authorize the execution of a Contract with Tasch Electric LLC, for construction of R58 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.

WHEREAS, sealed bids were received by St. Charles Parish on August 20, 2015, for Parish Project No. P150701; and

WHEREAS, Huseman and Associates Consulting Engineers, Jason Chauvin, PE, the Engineer for said project, has reviewed the bids and recommended that the Contract be awarded to the low bidder, Tasch Electric LLC, in the amount of \$350,000.00; and

WHEREAS, it is in the best interest of St. Charles Parish to award the Base Bid (Parish Project No. P150701), for the enhancing the reliability of the Emergency Operations Center.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the bid of Tasch Electric LLC, for the construction of Parish Project No. P150701, is hereby approved and accepted in the amount of \$350,000.00.

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

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

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

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

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

PARISH PRESIDENT: [Signature] RET/SECRETARY: 10-7-15 AT: 10:00 AM REC'D BY: [Signature]

SECTION 00500 CONTRACT

This agreement entered into this 7th day of October, 2015, by Tasch Electric LLC, hereinafter called the "Contractor", whose business address is 15026 River Road, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:
1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Husman and Associates Consulting Engineers
1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated 7-23-15...

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within 90 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of the Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time.

ARTICLE 5

CONTRACT PRICE

- 5.01 The amount to be paid to the Contractor by the Owner for completion of all work Owner will pay and the Contractor will accept in full consideration for the completion of all Work is:
a) (\$320,000.00) three hundred twenty thousand Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
a) Contract (Section 00500)
b) Performance Bond (Section 00611)
c) Payment Bond (Section 00610)
d) Insurance Certificates
e) Advertisement for Bids (Section 00010)
f) Louisiana Uniform Public Works Bid Form (Section 00300)
g) Addenda (Numbers 1 to 1 inclusive)
h) Contract documents bearing the general title "Schedule of Prices" dated 7-23-15.
i) Drawings, consisting of a cover sheet (dated) 7-15-2015 and the sheets listed on Drawing 100; each sheet bearing the following general title:
j) General Conditions (Section 00700)
k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)
There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 9

MISCELLANEOUS

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

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

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

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

OWNER: Parish of St. Charles
By: _____
Title: _____
ATTEST:
By: _____
Title: _____
CONTRACTOR:
By: _____
Title: Grant Husman, president
ATTEST:
By: _____
Title: Treasurer

2015-0359
INTRODUCED BY: LARRY COCHRAN, COUNCILMAN, DISTRICT V
RESOLUTION NO. 6190

A resolution to declare the St. Charles Parish Council's and Parish President's support of and comradery with all fire fighters across these great United States, and to recognize and honor all of the men and women who currently serve or who have served as fire fighters, and in particular those who served or have served in St. Charles Parish and the State of Louisiana.

WHEREAS, from fighting fires and responding to those in need, fire fighters help maintain stability in our community and their presence promotes a sense of peace and order resulting in more safe and secure communities and a safer nation; and,
WHEREAS, fire fighters in the State of Louisiana and those throughout our great nation are routinely called upon to serve and protect their fellow citizens by responding to horrendous events and acting heroically to save the lives of others while putting their own lives and safety at risk; and,
WHEREAS, it is incumbent upon all public officials and every member of our society to proactively support our fire fighters who regularly face threats of violence and danger, and routinely put their lives in jeopardy to defend others potentially resulting in injury, disability, or even death to keep our neighborhoods safe, enforce the rules of law, protect our property, and respond in times of crisis; and,
WHEREAS, a number of residents of St. Charles Parish are volunteers of the fire fighter community who dedicate their lives and well-being to their official duties in order to protect and serve the citizenry of this State; and,
WHEREAS, St. Charles Parish is extremely grateful to all those who currently volunteer and for all those who have volunteered in the past.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby declare the St. Charles Parish Council's and Parish President's support of and comradery with all fire fighters across these great United States, and to recognize and honor all of the men and women who currently serve or who have served as fire fighters, and in particular those who served or have served in St. Charles Parish and the State of Louisiana.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to President Armond Bourque, St. Charles Parish Firemen's Association, Inc., Governor Bobby Jindal, Senate Majority Leader Mitch McConnell, House Speaker John Boehner, and United States President Barack Obama for their distribution to those who they lead as they see fit.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, LEWIS, TASTET, BENEDETTO, HOGAN, COCHRAN, PLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: WILSON
And the resolution was declared adopted this 5th day of October, 2015, to become effective five (5) days after publication in the Official Journal.

2015-0355
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
RESOLUTION NO. 6191

A resolution to approve and authorize the execution of a Contract between the State of Louisiana Division of Administration and St. Charles Parish for funding of the West Bank A Plant Clarifier Refurbishment in Luling through the Louisiana Office of Community Development's FY 2014-2015 Community Water Enrichment Fund, CWEF File #1415-CWEF-STC-0001.

WHEREAS, in the 2014 Regular Legislative Session, House Bill 2 included \$9.3 million for a Community Water Enrichment Fund (CWEF) for local governments; and,
WHEREAS, the amount available to each eligible parish will be \$135,317.00 for the 2014-2015 fiscal year; and,
WHEREAS, the clarifier located at the Waterworks West Bank A Plant in Luling that serves both the East and West Banks of St. Charles Parish is in need of refurbishment to ensure the high standard of water quality is maintained; and,
WHEREAS, sandblasting, minor repair, and repainting of all metal structures within the basin, refinishing the interior of the concrete basin, and replacement of any metal structures beyond repair will assure that the one million gallon per day clarifier continues to operate efficiently and allow the Parish to continue to provide premium water to the residents of St. Charles Parish; and,
WHEREAS, on March 16, 2015, the St. Charles Parish Council adopted Resolution No. 6145 in support of the FY 2014-2015 CWEF application for funding for said project; and,
WHEREAS, by way of a letter dated August 11, 2015, from Louisiana Governor Bobby Jindal, the Parish was informed that the Parish's FY 2014-2015 CWEF application was approved for funding; and,
WHEREAS, the State has prepared a Contract to provide funding for said project and it is the desire of the Parish Council to approve said Contract.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Contract between the State of Louisiana Division of Administration and St. Charles Parish for funding of the West Bank A Plant Clarifier Refurbishment in Luling through the Louisiana Office of Community Development's FY 2014-2015 Community Water Enrichment Fund, CWEF File #1415-CWEF-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, TASTET, BENEDETTO, HOGAN, COCHRAN, PLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: WILSON

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

2015-0357
INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
RESOLUTION NO. 6192

A resolution requesting that the Attorney General provide an Opinion as to what requirements or obligations are there, if any, in regards to the frequency and number of official meetings per year that are to be held by the Sunset Drainage District, of which the St. Charles Parish Council is its governing authority, to conduct Sunset Drainage District business.

WHEREAS, on June 30, 2014 the Attorney General provided Opinion 14-0087 relative to the St. Charles Parish Council having become the newly situated governing authority of the Sunset Drainage District and having assumed all functions of the previous governing authority.

NOW, THEREFORE, BE IT RESOLVED, THAT WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request that the Attorney General provide an Opinion as to what requirements or obligations are there, if any, in regards to the frequency and number of official meetings per year that are to be held by the Sunset Drainage District, of which the St. Charles Parish Council is its governing authority, to conduct Sunset Drainage District business.

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

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

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

THIFANY K. CLARK
COUNCIL SECRETARY
Publish October 15, 2015

PUBLIC NOTICE

REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER
If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28. (as amended). The fee for performing these services shall be at a rate of 0.035 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of .028 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$56.11 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanupes per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc. a fee of forty two dollars and eight cents (\$42.08) per cubic yard will be assessed. An administration fee of \$35.07 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CIP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve month period ending each November. The change shall become effective beginning with the period ending November 30, 2006. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees.
The following lots are in violation of parish ordinance Chapter 16, Article III Sec. 16-24 through Sec. 16-33:

- Robert Dublin, Jr. & Misty Bohon (Ormond Village)
Lot 7 (122 Ormond Village Drive)
Nature of violation: grass cutting & removal of debris
Leona Hill (Ama Heights)
Lot 6A (310 Kennedy Street)
Nature of violation: grass cutting & removal of debris
Betsy Kirkland (Boutte)
Lot 5 (128 Myrtle Street)
Nature of violation: grass cutting & removal of debris
Jerry & Jennifer Todoco (Ashton Plantation Estates)
Lot 34 (407 Lac Calcasieu Drive)
Nature of violation: grass cutting & removal of debris
Ellis Vinnett c/o Elser Mc Knight (Elkinsville)
Lot 6 of tract 8-10 (140 1st Street)
Nature of violation: grass cutting & removal of debris

PUBLISH: October 15, 2015

PUBLIC NOTICE

St. Charles Parish School Board Meeting Minutes
13855 River Road
Luling, LA 70070
Wednesday, October 7, 2015
Generated by Procella Thibodeaux on Thursday, October 8, 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

Meeting called to order at 5:23 PM

- 1. Opening Items
Procedural: 1.01 Call To Order
Procedural: 1.02 Pledge of Allegiance
Mr. Suffrin led the Pledge of Allegiance.
Procedural: 1.03 Roll Call

2. Resolutions/Proclamations

Action, Resolution: 2.01 Resolution in Memory of Ms. Traci L. Stanley
The Superintendent's recommendation is to approve adoption of the memory resolution for Ms. Traci L. Stanley.

Resolution in Memory of Ms. Traci L. Stanley

WHEREAS, Ms. Traci Stanley was a teacher for one year 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 Traci L. Stanley its 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. Stanley's family.

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

Action, Proclamation: 2.02 National School Lunch Week Proclamation
The Superintendent recommends acceptance of the National School Lunch Week Proclamation.

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

Ms. Gomez-Walker recognized Ms. Theresa Brown, Director of Child Nutrition Program. Ms. Brown introduced Ms. Monique Romero, Area Manager for West Bank schools and Ms. Deborah Constant, Area Manager for East Bank Schools.

Action, Proclamation: 2.03 Red Ribbon Week Proclamation
The Superintendent recommends acceptance of the Red Ribbon Week Proclamation.

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

Ms. Gomez-Walker introduced Ms. Jerry Smith, Administrator of Student Services. Ms. Smith introduced Carla Price, Drestrehan student and president of S.A.D.D.

Action, Proclamation: 2.04 National Principals Month Proclamation
The Superintendent recommends acceptance of the National Principals Month Proclamation.

Motion by Alex L Suffrin, 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

Ms. Gomez-Walker recognized and thanked the Principals that were in the audience. The Superintendent introduced Ms. Merlyna Valentine, Executive Director of Elementary Schools and Mr. AJ Pette, Executive Director of Secondary Schools. Ms. Valentine and Mr. Pette introduced those Principals that were in attendance.

Action, Proclamation: 2.05 Educational Diagnosticians Month Proclamation
The Superintendent recommends acceptance of the Educational Diagnosticians Month Proclamation.

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

Ms. Gomez-Walker introduced Ms. Rachel Allemard, Assistant Superintendent of Curriculum, Instruction and Assessment who recognized Ms. Paulette Fairchild, Coordinator of Pupil Appraisal and 504 Programs, Ms. Curliena Guillory, Director of Special Education.

Action, Proclamation: 2.06 National School Bus Safety Week Proclamation
The Superintendent recommends acceptance of the National School Bus Safety Week Proclamation.

Motion by Ellis A Alexander, 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, Clarence H Savoie, John L Smith, Alex L Suffrin

Ms. Gomez-Walker recognized all bus drivers and the entire transportation department. The Superintendent introduced Mr. Pat O'Malley, Director of Ancillary Services. Mr. O'Malley recognized Ms. Kelly McCray, Transportation Manager, and Mr. Wayne Gassen, Transportation Service Manager and Mr. Lawrence Taylor, Lead Mechanic.

Mr. O'Malley also introduced and recognized Brook Babin, first grader at Allernands Elementary School and Evan Bartolo, third grader at Lakeswood Elementary School. These students were the winners who participated in the School Bus Safety Poster Contest.

3. Recognitions

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

4. Business Items

Action: 4.01 Minutes, September 14, 2015, September 15, 2015 and September 16, 2015
The Superintendent recommends approval of the minutes of the September 14, 2015 Board Committee Meetings, September 15, 2015 Special Board Meeting and September 16, 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

Action: 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 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

Action: 4.03 Proposed 2016-2017 School Session Calendar - First Reading
The Superintendent recommends approving the proposed 2016-2017 school session calendar for the first reading.

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

Action: 4.04 Naming of the Performing Arts Center

The Superintendent recommends that the Performing Arts Center be named in honor of Dr. Rodney R. Lafon.

Motion by Alex L. Sufferin, 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. Sufferin

Action: 4.05 Bid Acceptance - St. Charles Parish Public Schools Performing Arts Center Phase II Drainage

The Superintendent recommends accepting the lowest bid for Phase II drainage for the St. Charles Parish Public Schools Performing Arts Center at a cost of \$1,142,948.00.

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. Sufferin

Action: 4.06 Change Order Number Two - Destrehan High School Field House Expansion and Renovation

The Superintendent recommends approving change order number two for expansion and renovation of the Destrehan High School field house at a credit of \$3,004.69.

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

Action: 4.07 Substantial Completion - Destrehan High School Field House Expansion and Renovation

The Superintendent recommends accepting substantial completion of expansion and renovation of the Destrehan High School field house.

Motion by Alex L. Sufferin, 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. Sufferin

In closing the Superintendent said that recently the District hosted visitors from across the country for the Eastern States Consortium Conference. She said that guests visited some of our schools, the Satellite Center, the PLC and experienced a little southern hospitality. She said that the visit was a great success.

Action: 5.03 Meeting Adjourn

Motion to adjourn.

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

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

Publish October 15, 2015

PUBLIC NOTICE

This is to give notice that the Housing Authority of the City of St. Charles Parish (SCPHA) will be accepting written comments regarding 2014 and 2015 Environmental Reviews and Capital Fund Budgets being submitted to HUD. Comments must be received by the SCPHA at the following address before November 15, 2015: St. Charles Parish Housing Authority, P.O. Box 448, Boutte, LA 70039, lbell@scpha.nco.com Attention: Mr. Benjamin Bell, Executive Director.

The St. Charles Parish Housing Authority and units are located within the 100 year floodplain area. All structures are existing structures and are located at: 200 Boutte Estates Drive, Boutte, LA 70039, 200 Sunset Court, Hahnville, LA 70057, 174 Norman Lane, Des Allemands, LA 70030

This notice is required by Section 2(a)(4) of Executive Order 11988 for Floodplain Management, and by Section 2(b) of Executive Order 11990 for the Protection of Wetlands, and is implemented by HUD Regulations found at 24 CFR 55.20(b) for the HUD action that is within and/or affects a floodplain or wetland.

Publish October 15 & 22, 2015

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 79031-E
Date: Friday, August 14, 2015
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R10 VS MALCOLM CLARK JR GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, DECEMBER 3, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 21, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, TOGETHER WITH ALL THE RIGHTS, WAYS, PRIVILEGES, SERVITUDES, APPURTENANCES AND ADVANTAGES THEREUNTO, SITUATED IN THE LULING ST. CHARLES PARISH, LOUISIANA, BEING LOCATED IN PORTIONS OF SECTIONS 10,11,53 AND 54, TOWNSHIP 13 SOUTH, RANGE 21 EAST AND PORTIONS OF SECTIONS 88,89 AND 90, TOWNSHIP 13 SOUTH, RANGE 20 EAST, IN WHAT IS KNOWN AS LULING ESTATES SUBDIVISION, AND ACCORDING TO SURVEY PREPARED BY CHARLES E. MEYER DATED 9/1/70, REVISED 4/5/71, COPIES OF WHICH ARE ON FILE IN THE OFFICE OF THE CLERK OF COURT AND EX-OFFICIO, RECORDER OF THE PARISH OF ST. CHARLES, FOR REFERENCE, AND ACCORDING TO SAID SURVEY SAID LOT IS DESIGNATED AS LOT NO. 3 OF SQUARE "C" AND SAID LOT 3 MEASURES THENCE 60 FEET FRONT ON LULING ESTATES DRIVE, THE SAME WIDTH IN THE REAR, WITH A DEPTH OF 101.43 FEET ALONG THE SIDE LINE NEAREST SECOND STREET, AND 101.535 FEET ALONG THE SIDE LINE NEAREST HACKBERRY LANE. ACCORDING TO A SURVEY BY DON A. GARLAND, C.E., DATED APRIL 10, 1976, A COPY OF WHICH IS ANNEXED HERETO, THE ABOVE DESCRIBED PROPERTY HAS THE SAME MEASUREMENTS, DESIGNATION AND LOCATION AS HEREIN ABOVE SET FORTH, AND SAID PROPERTY IS BOUNDED BY LULING ESTATES DRIVE, SECOND STREET, HACKBERRY LANE AND PAUL MAILLARD ROAD (EASTERN BOUNDARY

OF SUBDIVISION) AND COMMENCES AT A DISTANCE OF 67.01 FEET FROM THE CORNER OF HACKBERRY LAND AND LULING ESTATES DRIVE.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of SIXTY THOUSAND TWO HUNDRED FIFTY-EIGHT AND 19 / 100 (\$60,258.19) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. PUBLISH ON: September 17, 2015 October 15, 2015 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Mark C. Garrison 8550 United Plaza Blvd. Suite 200 Baton Rouge, LA 70809 225-924-1600 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 79683-D
Date: Thursday, August 6, 2015
FEDERAL NATIONAL MORTGAGE ASSOCIATION VS JAMES L. MCKINNEY GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, MARCH 27, 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 21, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all of the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of ST. CHARLES, State of Louisiana, designated as Lots 9, 10, 11 and 12, Square No. 17, New Sarpy, bounded by West Easy Street, Fourth Street, Easterly Boundary of Subdivision and Fifth Street (side). Said lots adjoin each other and measure each 20 feet front on West Easy Street, same in width in the rear, by a depth of 80 feet between equal and parallel lines. Said lot 9 lies nearer to and commences at a distance of 160 feet from the intersection of Fourth Street and West Easy Street. All as more fully shown on survey by Gilbert, Kelly & Couturie, Inc., dated May 17, 2005; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. And from the proceeds of said sale to

pay petitioner by preference over all other claims, the sum of EIGHTY-SEVEN THOUSAND EIGHT HUNDRED FORTY-SEVEN AND 93 / 100 (\$87,847.93) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: September 17, 2015 October 15, 2015 ATTORNEY FOR PLAINTIFF: Ethan Hunt 1505 North 19th Street P.O. Box 2867 Monroe, LA 71207-2867 318-388-1440 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45)80341-0
Date: Wednesday, September 2, 2015
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REPERFORMING LOAN REMIC TRUST CERTIFICATES, SERIES 2002-2 VS CHARLES E. JOUGLARD, III, ET AL GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, AUGUST 25, 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 18, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of ST. CHARLES, State of LOUISIANA, being a portion of Ormond Plantation, Section 11, Township 12 South, Range 8 East, designated as a portion of what was formerly Lot No. 3, and more fully described on a plan of subdivision designated as River Point Subdivision by J.J. Krebs & Sons, Inc., C.E. & S., approved by the St. Charles Parish Police Jury in June of 1979, said lot is further described as follows:

LOT 63 is bounded by River Point Drive, Cedar Lane, now or formerly A.A. Schexnaydre and Y. & M.V. R.R. R/W side, and commences at a distance of 960.00 feet from the intersection of River Point Drive and Cedar Lane and measures thence 60.00 feet front on River Point Drive, same width in the rear, by a depth of 118.55 feet on Cedar Lane sideline and 118.87 feet or the opposite sideline. All in accordance with a survey by Dading, Marques & Associates, Inc. dated September 28, 1989. All is further in accordance with a survey by Gilbert, Kelly & Couturie, Inc. dated December 19, 1993; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FORTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-THREE AND 12 / 100 (\$47,283.12) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: October 15, 2015 November 12, 2015 ATTORNEY FOR PLAINTIFF: Ethan Hunt 1505 North 19th Street P.O. Box 2867 Monroe, LA 71207-2867 318-388-1440 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 80372-E
Date: Wednesday, September 16, 2015
U.S. BANK NATIONAL ASSOCIATION VS WARREN GAUTREAUX, 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, SEPTEMBER 1, 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, DECEMBER 2, 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 and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River and located in what is known as LONE STAR PARK SUBDIVISION, which is a subdivision of part of Lone Star Plantation in Luling, Louisiana, in Sections 23 1 24 and 64, Township 13 South, Range 21 East, as per plan of subdivision by E. M. Collier, Surveyor, dated July 20, 1954, revised May 18, 1955, a copy of which is on file in the office of the Clerk of Court of St. Charles Parish for reference, more fully described as follows:

LOT 3, BLOCK 5, measuring SO feet front on Badalamenti Drive, same width in the rear, to a depth of 100 feet between equal and parallel lines. Improvements thereon bear the Municipal Number 123 Badalamenti Drive, Luling, LA 70070.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: THIRTY-EIGHT THOUSAND TWO HUNDRED FORTY-THREE AND 57/100 (\$38,243.57) 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 29, 2015 November 26, 2015 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Rader Jackson 1010 Common St. Suite 1500 New Orleans, LA 70112 504-581-9444 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 79758-E
Date: Wednesday, September 2, 2015
HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR MASTR REPERFORMING LOAN TRUST 2005-2 VS JOHN BRADLEY, III GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, APRIL 10, 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 18, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, designated on a plan of the Good Hope Subdivision made by J. A. Carmena, C.E., dated February 14, 1921, as LOT NUMBER FOURTEEN 914) in Block "a" of said subdivision. According to said plan, the lot herein conveyed has a width or front on Good Hope Street of thirty feet, eleven inches (3'-11") by a depth of one hundred thirty-seven feet, five inches (137'5").

A CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, being Lot Number FIFTEEN (15) in Block "A" of the Good Hope Subdivision as per plan of subdivision made by J. A. Carmena, C.E., dated Good Hope, Louisiana, February 14, 1921, a blue print of which is filed in the office of the Clerk of Court and recorded in this Parish for reference. Said lot measures thirty feet, eleven inches (30'11") front on Good Hope Street by a depth of one hundred thirty-seven feet five inches (137'5") between equal and parallel lines; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: SIXTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-NINE AND 46 / 100 (\$61,879.46) 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 15, 2015 November 12, 2015 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Ethan Hunt 1505 North 19th Street P.O. Box 2867 Monroe, LA 71207-2867 318-388-1440 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 80211-C
Date: Wednesday, September 2, 2015
SAM JOSEPH CELINO & BARBARA KATICICH CELINO VS FAMILY RESOURCES OF NEW ORLEANS, INC. GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, JULY 24, 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 18, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 119, T13S, R20E, Section 57, R21E; Section 1, T14S, R20E; Boutte Street St. Charles Parish, Louisiana, in what is known as Addition to Holder Estates, and according to survey prepared by Lucien C. Gassen, Surveyor, dated April 16, 1978, that certain portion of ground is described as follows: Commencing at a point 120 feet north of the northwest corner of Lot 75, that point being on the west line of Lot 76; thence proceeding easterly in a straight line through Lots 76, across Terry Land and through Lots 152 and 122 to a point on the line dividing Farm Lots 30 and 31; thence running South 27 degrees 00 minutes West for a distance of 471.15 feet to a point; thence north 27 degrees 00 East to a point on the West line of Lot 76, the point of beginning. Being the same property acquired by Barbara Katicich, wife of and Sam Celino, from American Bank, in an act of Sale dated August 26, 1993, recorded in St. Charles Parish COB 470, folio 50, September 2, 1993.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: NINETY-FIVE THOUSAND FIVE HUNDRED THIRTY-SEVEN AND 73/100 (\$95,537.73) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: October 15, 2015 November 12, 2015 ATTORNEY FOR PLAINTIFF: DAVID MOYER 13551 RIVER ROAD LULING, LA 70031 985-308-1509 SCSO-CIV-209-0402

PUBLIC NOTICE



I, Mardi Tyler Brown, have been convicted of Carnal Knowledge of a Juvenile. Date of Conviction: 10/12/2000. My address is 529 S. Kinler St., Boutte, La. 70039

RACE: Black
SEX: Male
DOB: 03/03/81
HGT: 5'4"
WGT: 150
HAIR COLOR: Black
EYE COLOR: Black

PUBLISH: October 15, & October 22, 2015

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