

# LEGALS

## ST. CHARLES PARISH PUBLIC NOTICES



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



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



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



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



Wendy Benedetto  
Councilwoman, District III  
(504) 415-4872  
wbenedetto@stcharlesgov.net



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



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



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



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



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

### PUBLIC NOTICE



#### ADVERTISEMENT FOR BIDS

##### A. PROJECT IDENTIFICATION

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

##### HAHNVILLE HIGH SCHOOL MAIN BUILDING FLOOR REPLACEMENT BOULTE, LOUISIANA

Bids will be received at the St. Charles Parish School Board, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at 2:00 P.M., LOCAL TIME, **TUESDAY, DECEMBER 15, 2015**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

##### B. BID DOCUMENTS AND DEPOSITS

Complete Bidding Documents which include the proposed Contract Documents may be obtained from the Engineer - **Danny I. Hebert, P.E., L.L.C., located at 13919 River Road, One American Place, Suite 310, Luling, Louisiana 70070**, (Phone Number 985-785-2380) upon payment of a deposit of \$75.00 cash for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders. Bidding documents are also available at [www.stcharles.k12.la.us](http://www.stcharles.k12.la.us) under Resources, select Online Bids & RFPs.

##### C. BID SECURITY AND PERFORMANCE AND PAYMENT BONDS

Bids must be accompanied by a bid security at least equal to five percent (5%) of the base bid and all additive alternates in the form of a certified check, cashier's check or bid bond. The successful bidder will be required to furnish a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the contract amount.

Contract, if awarded, will be on the basis of the lowest responsive and responsible bidder, if within the budget. No bid may be withdrawn for a period of 45 days after bid opening except as provided by law.

Bidders must meet the requirements of the State of Louisiana Contractor's Licensing Law, R.S. 37:2151 et seq.

##### D. REJECTION OF BIDS

St. Charles Parish School Board reserves the right to award the project on whatever basis is in the interest of the Owner and to accept or reject any or all bids and to waive technicalities and informalities as allowed by law.

##### E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held at the St. Charles Parish School Board Dufresne Conference Room, 13855 River Road, Luling, LA on **Thursday, December 8, 2015, at 10:00 a.m.** Attendance at this pre-bid conference is **Recommended**.

##### F. ADVERTISEMENT DATES

LEGAL AD TO RUN: **Thursday, November 12, 2015**  
**Thursday, November 19, 2015**  
**Thursday, November 26, 2015**  
**Thursday, December 3, 2015**

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

### PUBLIC NOTICE

#### SECTION 000120

#### ADVERTISEMENT FOR BIDS

OWNER: ST. CHARLES PARISH

#### St. Charles West Library Renovation

PARISH PROJECT NO. P151101

Separate sealed bids for the St. Charles West Library Renovation will be received by the St. Charles Parish Council Office at the St. Charles Parish Courthouse, P.O. Box 302, 15045 River Road, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, hand delivered, or electronically submitted at [www.centralauctionhouse.com](http://www.centralauctionhouse.com). Sealed bids will be accepted no later than 2:00 P.M. local time on Thursday, January 14<sup>th</sup>, 2016. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers. The Owner reserves the right to reject any and all bids, and to disregard all non-conforming, nonresponsive, unbalanced or conditional bids.

The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for download at:

Central Auction House  
[www.centralauctionhouse.com](http://www.centralauctionhouse.com) or [www.centralbidding.com](http://www.centralbidding.com)

Download of Contract Documents can be done at the above sites. Registration at Central Bidding is free. This allows users to browse the site for all available bids, as well as submit electronic bids through Central Bidding (at no cost). In order to download the documents from Central Bidding, if not already a member, vendors have 2 options:  
-They can pay a one-time fee of \$49.99 for all bid related material, for the entire project, including all addenda added or any other files added after their payment.  
-They can also purchase a 6-12 Month Unlimited Membership, which gives them full access to all bids listed at Central Bidding. Contractors are responsible for direct payment to Repographics Company if printing is needed. Only electronic download of Contract Documents are available from Parish/Architect, therefore no deposits are required nor refunds available. Plan holders are responsible for their own reproduction costs.

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding Documents will be held on Thursday December 3<sup>rd</sup>, 2015 at 11:00 A.M. at the St. Charles Parish West Library, 105 Lakewood Drive, Luling, LA 70070. Attendance at the Pre-Bid Conference is Non-Mandatory.

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

Electronic Submittals of Bids  
In accordance with LRS 38:2212.1(4)(a), St. Charles Parish offers bidders the ability to respond to this bid electronically. You may go directly to our vendor's website at [www.CentralBidding.com](http://www.CentralBidding.com) and click on "St. Charles Parish West Library".

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

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

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

ST. CHARLES PARISH  
V. J. ST. PIERRE, JR, PARISH PRESIDENT

Advertisement Sources:  
St. Charles Herald Guide  
Times Picayune  
The Advocate  
Daily Journal of Commerce  
St. Charles Parish Website  
Central Auction House

Publication Dates: dates listed below are for St. Charles Herald only - others may vary  
Thursday, November 19<sup>th</sup>, 2015  
Thursday, November 26<sup>th</sup>, 2015 or Holiday Edition  
Thursday, December 3<sup>rd</sup>, 2015  
Thursday, December 10<sup>th</sup>, 2015

### PUBLIC NOTICE

#### PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON DECEMBER 3, 2015 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR THE FOLLOWING CASES:  
**PUBLIC HEARINGS: PZHO-2015-12** requested by **Ingrid Sanchez Cheek** for a home occupation "NOLA Automation & Cabling Solutions" at **317 Mimosa Ave., Luling, Zoning District R-1A, Council District 7.**  
**PZR-2015-27** requested by **Mimosa Homes, Inc.** for a change in zoning classification from R-1A to R-3 at Lot GV2X OF Gassen Villa, **87 Mimosa Avenue, Luling, Council District 7.**  
**PZR-2015-29** requested by **Bayou Fleet Partnership, LLP** for a change in zoning classification from R-1A/O1 to R-1M/O1 at a portion of Section 3 T125-R20E and Section 20 T135-R20E, **16279 River Road, Taft, Council District 1.**  
**PZSPU-2015-22** requested by **Entery** for a 100 ft. self-support tower with a microwave dish at **929 Hwy 306, Paradis, Council District 4.**  
**PZSPU-2015-23** requested by **Entery** for a 100 ft. self-support tower with a microwave dish at **398 Jonathan St., Destrehan, Council District 3.**  
**PZS-2015-40** requested by **Troy Waguespack** for revocation of portion of Rue Landry right of way in front of Lot 49 (**240 Rue Landry**) and a subdivision of Lot 49, Riverbend Estates, Phase I Subdivision into Lot 49-A, St. Rose, St. Charles Parish, LA. Zoning District R-1A, Council District 5.  
**PUBLISH 11/19, 11/26, 12/3**

### PUBLIC NOTICE

#### - 1 - NORTHEAST BOULTE FIELD 16-11

#### LEGAL NOTICE

STATE OF LOUISIANA, OFFICE OF CONSERVATION, BATON ROUGE, LOUISIANA.  
In accordance with the laws of the State of Louisiana, and with particular reference to the provisions of Title 30 of Louisiana Revised Statutes of 1950, a public hearing will be held in the Hearing Room, 1<sup>st</sup> Floor, LaSalle Building, 617 North 3<sup>rd</sup> Street, Baton Rouge, Louisiana, at 9:00 a.m. on **THURSDAY, JANUARY 14, 2016**, upon the application of **HOUSTON ENERGY, LP.**

At such hearing the Commissioner of Conservation will consider evidence relative to the issuance of Orders pertaining to the following matters relating to the **Greens Sand, Reservoir A**, in the Northeast Boule Field, St. Charles Parish, Louisiana.

- To create one (1) single drilling and production unit for the Greens Sand, Reservoir A.
- To establish rules and regulations governing the exploration for and production of oil and gas from said reservoir unit.
- To force pool and integrate all separately owned tracts, mineral leases and other property interests within the proposed unit so created, with each tract within such unit sharing in such unit's production on a surface acreage basis of participation.
- To provide that any future wells drilled to the Greens Sand, Reservoir A, within or outside of the unit created herein, should be located in accordance with the spacing provisions of LAC 43:XXIX.1901 et seq. (Statewide Order No. 29-E).
- To provide that the Commissioner of Conservation is authorized to reclassify the Greens Sand, Reservoir A by Supplemental Order without the necessity of a public hearing should the producing characteristics of such reservoir change and evidence to justify such reclassification is submitted to and accepted by the Commissioner of Conservation.
- To consider such other matters as may be pertinent.

The Greens Sand was identified and defined in Office of Conservation Order No. 971, effective on and after March 5, 1976 for the Joe McHugh Field, Lafourche Parish, and is hereby further identified as correlated to the intervals between the depths of 10,540' and 10,650' (electric log measurements) in the Pel-TeX-Rathborne No. 1 Well (SN 199376), located in Section 10, Township 14 South, Range 21 East.

A plat is available for inspection in the Office of Conservation in **Baton Rouge and Lafayette, Louisiana.**

<http://dnr.louisiana.gov/conshearings>  
All parties having interest therein shall take notice thereof.

#### BY ORDER OF:

JAMES H. WELSH  
COMMISSIONER OF CONSERVATION

Baton Rouge, LA 11/18/15; 11/21/15 L Ick

**IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED ASSISTANCE AT THE HEARING, PLEASE CONTACT THE OFFICE OF CONSERVATION-ENGINEERING DIVISION AT P.O. BOX 94275, BATON ROUGE, LA 70804-9275 IN WRITING WITHIN TEN (10) WORKING DAYS OF THE HEARING DATE.**

This Notice does not constitute a summons to appear, but is merely an invitation to attend the hearing if you so desire. A copy of this Notice is being sent to all known interested and represented parties and interested owners. This Legal Notice has been published in "THE ADVOCATE" Baton Rouge, Louisiana, and will be published in the "ST. CHARLES HERALD-GUIDE", Boule, Louisiana.

Publish November 26, 2015

### PUBLIC NOTICE

St. Charles Parish School Board Meeting  
Wednesday, November 11, 2015  
13855 River Road  
Luling, LA 70070

Generated by Proxima3 This notice on Monday, November 16, 2015

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

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

##### 1. Opening Items

1.01 Call To Order

1.02 Pledge of Allegiance

Mr. Savoie along with several other veterans that were present led in the Pledge of Allegiance.

1.03 Roll Call

All Board Members were present.

##### 2. Resolutions/Proclamations

2.01 Resolution in Memory of Mr. Bobby Stephenson

WHEREAS, Mr. Bobby G. Stephenson served as an educator for 35 years in the St. Charles Parish Public School System, and

WHEREAS, Mr. Bobby G. Stephenson spent the majority of those years as principal of Hahnville High School, now

BE IT RESOLVED, that the St. Charles Parish School Board herein expresses to the family of the late Bobby Stephenson 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 Mr. Stephenson's family;

The Superintendent's recommendation is to approve adoption of the memory resolution for Mr. Bobby Stephenson.

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

2.02 The CARE Center Foundation Resolution

The Superintendent recommends acceptance of the CARE Foundation Resolution.

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

##### 3. Recognitions

Recognition: 3.01 Board & 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

4.01 Minutes, October 5, 2015 Committee Meetings and October 7, 2015 Board Meeting Minutes.

The Superintendent recommends approval of the minutes of the October 5, 2015 Committee Meetings and October 7, 2015 Regular Board Meeting as presented to the Board.

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

##### 4.02 Personnel Items

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

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

##### 4.03 Expulsion Appeal of Student Number One - Board Meeting

The Superintendent recommends approval of the Board's Ad Hoc Committee's recommendation regarding the expulsion appeal of Student Number One. The recommendation is to uphold the recommendation as presented. Mr. Smith abstained from voting.

Motion by Dennis J Naquin, second by Clarence H Savoie.  
Final Resolution: Motion Carries  
Yes: Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, Alex L Suffrin  
No: Ellis A Alexander  
Abstain: John L Smith

##### 4.04 Expulsion Appeal of Student Number Two - Board Meeting

The Superintendent recommends approval of the Board's Ad Hoc Committee's recommendation regarding the expulsion appeal of Student Number Two. The recommendation is to uphold the recommendation as presented. Mr. Smith abstained from voting.

Motion by Dennis J Naquin, second by John W Robichaux.  
Final Resolution: Motion Carries  
Yes: Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, Alex L Suffrin  
No: Ellis A Alexander  
Abstain: John L Smith

##### 4.05 Proposed 2016-2017 School Session Calendar - Second Reading & Adoption

The Superintendent recommends approving the proposed 2016-2017 school session calendar for the second reading and adoption.

#### ST. CHARLES PARISH PUBLIC SCHOOLS School Calendar 2016 - 2017

| First Day for Teachers                     | August 4, 2016 (Thursday)                 |
|--|---|
| Professional Staffing/Teacher Prep Days    | August 4-10, 2016 (One Week)              |
| First Day for Students/Begin First Quarter | August 11, 2016 (Thursday)                |
| First Full Day for Non-Teacher Students    | August 25, 2016 (Thursday)                |
| Late Teacher Release & High Schools        | August 25, 2016 (Thursday)                |
| Lafayette Day Holiday                      | September 5, 2016 (Monday)                |
| Late Teacher Release & High Schools        | September 14, 2016 (Friday)               |
| Late Teacher Release & High Schools        | September 16, 2016 (Friday)               |
| Late Teacher Release & High Schools        | September 22, 2016 (Thursday)             |
| Fall Break                                 | October 3, 2016 (Monday)                  |
| Late Teacher Release & High Schools        | October 12, 2016 (Wednesday)              |
| End First Quarter                          | October 12, 2016 (Wednesday)              |
| Begin Second Quarter                       | October 19, 2016 (Thursday)               |
| Late Teacher Release & High Schools        | October 19, 2016 (Thursday)               |
| Late Teacher Release & High Schools        | October 22, 2016 (Wednesday)              |
| Thanksgiving Holiday                       | November 23, 2016 (Friday)                |
| Thanksgiving Holiday                       | November 24, 2016 (Saturday)              |
| Late Teacher Release & High Schools        | November 21 - 22, 2016 (One Week)         |
| Late Teacher Release & High Schools        | December 1, 2016 (Wednesday)              |
| Late Teacher Release & High Schools        | December 22, 2016 (Thursday)              |
| End Second Quarter                         | December 22, 2016 (Thursday)              |
| Christmas Break/Last Day of School         | Dec. 23, 2016 - January 2, 2017 (11 Days) |
| Christmas Break/First Quarter              | January 5, 2017 (Monday)                  |
| Martin Luther King Holiday                 | January 16, 2017 (Monday)                 |
| Late Teacher Release & High Schools        | January 18, 2017 (Wednesday)              |
| Late Teacher Release & High Schools        | January 19, 2017 (Thursday)               |
| Late Teacher Release & High Schools        | February 1, 2017 (Friday)                 |
| Late Teacher Release & High Schools        | February 15, 2017 (Wednesday)             |
| Late Teacher Release & High Schools        | February 21, 2017 (Friday)                |
| March Break Holiday                        | February 21 - March 1, 2017 (12 Days)     |
| Late Teacher Release & High Schools        | March 3, 2017 (Wednesday)                 |
| End Third Quarter                          | March 10, 2017 (Thursday)                 |
| Begin Fourth Quarter                       | March 13, 2017 (Wednesday)                |
| Late Teacher Release & High Schools        | March 22, 2017 (Wednesday)                |
| Late Teacher Release & High Schools        | March 29, 2017 (Friday)                   |
| Late Teacher Release & High Schools        | March 29, 2017 (Friday)                   |
| Spring Holiday (Spring Break)              | April 14 - 21, 2017 (8 Days)              |
| Late Teacher Release & High Schools        | April 20, 2017 (Wednesday)                |
| Late Teacher Release & High Schools        | April 27, 2017 (Wednesday)                |
| Late Teacher Release & High Schools        | May 11, 2017 (Wednesday)                  |
| Late Teacher Release & High Schools        | May 15, 2017 (Friday)                     |
| Last Day for Students/End Fourth Quarter   | May 27, 2017 (Thursday)                   |
| Last Day for Teachers/End First Day        | May 28, 2017 (Friday)                     |

NOTES  
\* If schools close due to storms in the fall of 2016, make-up days will be taken from the Fall Break under Thanksgiving Holiday.

Motion by Melinda H Bernard, 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

##### 4.06 Ratification of Change Order Number One -Hahnville High School Field House Expansion and Renovation

The Superintendent recommends approving ratification of change order number one for expansion and renovation of the Hahnville High School field house at a credit of \$70,087.50.

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

##### 4.07 Ratification of Substantial Completion - Hahnville High School Field House Expansion and Renovation

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

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

##### 4.08 Change Order Number One - St. Charles Parish Public Schools Performing Arts Center Phase I Site Work

The Superintendent recommends accepting change order number one for Phase I site work at the St. Charles Parish Public Schools Performing Arts Center at a credit of \$34,520.00.

Motion by John W Robichaux, 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

##### 4.09 Substantial Completion - St. Charles Parish Public Schools Performing Arts Center Phase I Site Work

The Superintendent recommends accepting substantial completion of Phase I site work at the St. Charles Parish Public Schools Performing Arts Center.

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

##### 4.10 Bid Authorization Request - Hahnville High School Main Building Floor Replacement

The Superintendent recommends approving the bid authorization request for the main building floor replacement at Hahnville High School.

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

##### 4.11 Bid Authorization Request - Lakewood Elementary School Building A Renovation

The Superintendent recommends approving the bid authorization request for renovation of Building A at Lakewood Elementary School.

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

##### 4.12 Declaration of Surplus Tools, Equipment, and Furniture

The Superintendent recommends that the Board declare outdated tools, equipment, and furniture as surplus and authorize the advertisement for the sale of these items.

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

##### 4.13 Bid Acceptance - Purchase School Bus

The Superintendent recommends accepting the lower bid to purchase one (1) special needs school bus at a cost of \$94,730.00.

Motion by John W Robichaux, 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

##### 4.14 Bid Acceptance - Lease Purchase School Buses

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

4.16 Legal Services Resolution The Superintendent recommends approval of the resolution for legal services.

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

4.17 Accounts Payable for the month of October 2015 The Superintendent recommends approval of the accounts payable for the month of October 2015 as presented.

COST table with columns for General Fund, Special Revenue Funds, Capital Projects, Debt Service Fund, and TOTAL.

Motion by Alex L Sufirin, 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 Sufirin

5. Closing Items 5.01 Standing Committee Reports

- Mr. Ellis Alexander - Personnel & Policy Committee
Ms. Melinda Bernard - Curriculum, Instruction & Assessment Committee
Mr. Dennis Naquin - Risk Management & Insurance Committee
Mr. Al Sufirin - Finance & Audit Committee
Mr. John Smith - Capital Improvements Committee

5.02 Superintendent's Report

In her oral report, the Superintendent recognized Ms. Carol Bowie-Cotton as the new Assistant Principal, Luling Elementary School. The Superintendent said that last spring, students in grades 3-8 completed state tests in English Language Arts and Math.

The Superintendent said that again this year, a report to the community has been prepared focusing on the Board's strategic plan progress made during the 2014-2015 school year.

Ms. Gomez-Walker said that the public is invited to attend the St. Charles Parish Public Schools Honor Choirs Showcase on Tuesday, November 17th beginning at 7:00 at Hahnville High School Auditorium.

The Superintendent said that in regards to athletics the swim teams of the DHS Girl's and HHS Boy's were crowned West District Champions. In addition, Hahnville boys took 2nd place at the Allstate Sugar Bowl Metro Swimming Championship held at UNO.

The Superintendent said in regards to football the Destrehan Fighting Wildcats were crowned District 7-5 A champions with a record of 9-0. Hahnville finished the season strong with 7-3 record.

Ms. Gomez-Walker said that as we promote our learner goals for students she would like to encourage all eligible voters to demonstrate being an involved citizen by voting in the upcoming election, November 21st.

The Superintendent said that in observance of the Thanksgiving Holidays schools will be closed Monday, November 23rd through Friday, November 27th. She said that classes will resume on Monday, November 30th.

Ms. Gomez-Walker said that on behalf of the Board and the entire school system, we would like to express our thanks for your support and encouragement as we continue to experience success.

5.03 Meeting Adjourn

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

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

Publish November 26, 2015

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

St. Charles Parish Meeting Minutes Parish Council Budget - Final Council Chairman Larry Cochran Councilmembers Carolyn K. Schexnaydre, Jarvis Lewis, Terrell D. Wilson, Mary Tastet, Wendy Benedetto, Paul J. Hogan, Traci A. Fletcher, Julia Fisher-Perrier

ATTENDANCE Present: B - 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

Also Present Parish President V.J. St. Pierre, Jr.; Chief Operations Officer Bobby Ossandon; Chief Administrative Officer Buddy Bos; Legal Director Leon C. Vial, III; Public Works/Wastewater Director Sam Scholtz; Planning & Zoning Director Michael Albert; Finance Director Grant Duason; Grant Officer Holly Fosson; Public Information Officer Renee Simpson; Emergency Preparedness Director Ronald J. Perry; CDM Administrator Earl Matheme; Executive Assistant/Office Manager Andrea Coleman; Waterworks Director Robbie Brou; General Superintendent Public Works & Contract Monitoring Stephen Trutt; Community Services Director Joan Tonglet Diaz; Economic Development & Tourism Director Corey Fauchoux; Parks and Recreation Director Diane Font; Animal Control Officer Angie Robert; Risk Management Officer Monique Grant; Personnel Officer Sandy Zimmer; Edward A. Dufresne Community Center Coordinator Edna Mire; R.S.V.P. Director Michelle Higgins; General Government Buildings Facilities Manager Philip Dufrene; Procurement Agent Jill Schmitt; Information Technology Coordinator Erik Dufrene; WQA Director Tommy Scott, L. J. Brady; Wastewater Department, Joel T. Chasson, II, District Attorney; Chandra Sampey; Contract Monitors Officer; Renee Schmitt, Parish Farm Agent; Charles Oubre; Finance Department; Luis Martinez; GIS; Tristan Babin, Public Information Officer; Brian J. Champagne, Registrar of Voters; Bob Dubien, Public Work Department; Brad Berthold; Wastewater Department; Rachel Whitener, Public Works Department; Judge Emile R. St. Pierre; Dawn Higdon, Legal Department; Judge M. Lauren Lemmon; Jason Tastet, Emergency Preparedness Department; Judge Timothy S. Mucoli; Chief Joe Cardella, Sheriff's Office

CALL TO ORDER Meeting called to order at 8:05 am.

PRAYER / PLEDGE Pastor Bluth Clay Des Allemands Monrovia Church

Budget Message - 2015 Consolidated Operating & Capital Budget (President V.J. St. Pierre, Jr.)

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2015-0197 An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2016.

Mr. St. Pierre Jr. and Department of Finance Public Hearing Requirements Satisfied General Fund: District Attorney Reported - Council Discussion District Attorney Joel T. Chasson, II, spoke on the matter.

Registrar of Voters - Deferred District Court - Reported Grand Jury - Reported Council District IV - Reported Council District V - Reported Council District VI - Reported Council District VII - Reported Council Division A - Deferred Council Division B - Reported Parish President - Reported - Council Discussion Chief Administrative Officer Buddy Bos spoke on the matter.

Legal Services - Reported Special Revenue Funds: Parish Transportation - Reported

Public Hearing Requirements Satisfied

Chairman Cochran exited the meeting. In Chairman Cochran's absence, Vice-Chairwoman Fletcher assumed the meeting.

Special Revenue Funds: Retired Senior Volunteer Program - Reported Chairman Cochran assumed the meeting.

Public Hearing Requirements Satisfied

General Fund: Council - Reported Council District I - Reported Council District II - Reported Council District III - Reported Council District IV - Reported Council District V - Reported Council District VI - Reported Council District VII - Reported Council Division A - Deferred Council Division B - Reported Parish President - Reported - Council Discussion Chief Administrative Officer Buddy Bos spoke on the matter.

Legal Services - Reported Special Revenue Funds: Parish Transportation - Reported

Public Hearing Requirements Satisfied

Chairman Cochran exited the meeting. In Chairman Cochran's absence, Vice-Chairwoman Fletcher assumed the meeting.

Special Revenue Funds: Retired Senior Volunteer Program - Reported Chairman Cochran assumed the meeting.

Public Hearing Requirements Satisfied

General Fund: Council - Reported Council District I - Reported Council District II - Reported Council District III - Reported Council District IV - Reported Council District V - Reported Council District VI - Reported Council District VII - Reported Council Division A - Deferred Council Division B - Reported Parish President - Reported - Council Discussion Chief Administrative Officer Buddy Bos spoke on the matter.

Legal Services - Reported Special Revenue Funds: Parish Transportation - Reported

Public Hearing Requirements Satisfied

Chairman Cochran exited the meeting. In Chairman Cochran's absence, Vice-Chairwoman Fletcher assumed the meeting.

Special Revenue Funds: Retired Senior Volunteer Program - Reported Chairman Cochran assumed the meeting.

Public Hearing Requirements Satisfied

General Fund: Council - Reported Council District I - Reported Council District II - Reported Council District III - Reported Council District IV - Reported Council District V - Reported Council District VI - Reported Council District VII - Reported Council Division A - Deferred Council Division B - Reported Parish President - Reported - Council Discussion Chief Administrative Officer Buddy Bos spoke on the matter.

Legal Services - Reported Special Revenue Funds: Parish Transportation - Reported

Public Hearing Requirements Satisfied

Chairman Cochran exited the meeting. In Chairman Cochran's absence, Vice-Chairwoman Fletcher assumed the meeting.

Special Revenue Funds: Retired Senior Volunteer Program - Reported Chairman Cochran assumed the meeting.

Public Hearing Requirements Satisfied

General Fund: Council - Reported Council District I - Reported Council District II - Reported Council District III - Reported Council District IV - Reported Council District V - Reported Council District VI - Reported Council District VII - Reported Council Division A - Deferred Council Division B - Reported Parish President - Reported - Council Discussion Chief Administrative Officer Buddy Bos spoke on the matter.

Legal Services - Reported Special Revenue Funds: Parish Transportation - Reported

Public Hearing Requirements Satisfied

Chairman Cochran exited the meeting. In Chairman Cochran's absence, Vice-Chairwoman Fletcher assumed the meeting.

Special Revenue Funds: Retired Senior Volunteer Program - Reported Chairman Cochran assumed the meeting.

Road Lighting District #1 - Reported Road & Drainage - Reported - Council Discussion Public Works/Wastewater Director Sam Scholtz spoke on the matter. AMENDMENT NO. 1 - Special Revenue Funds - Road & Drainage, Drainage - Fund Number: 112 - Capital Outlay Councilwoman Fisher-Perrier motioned, seconded by Councilman Wilson, to amend the proposed budget under Improvements other than Buildings to rename the detailed description for "Westbank Levee - Ellington" to "Ellington Pump Station" and under Arch/Engineering Fees and Other Fees to rename the detailed description for "Westbank Levee - Ellington" to "Westbank Levee". Motion carried 7 years, Councilmen Schexnaydre and Lewis absent. PASSED

Mosquito Control - Reported Flood Protection - Reported - Council Discussion Grants Officer Holly Fosson spoke on the matter. Chief Administrative Officer Buddy Bos spoke on the matter. Public Works/Wastewater Director Sam Scholtz spoke on the matter. Public Hearing Requirements Satisfied

Capital Projects Funds: West Bank Hurricane Protection Levee - Reported LCDBG - Reported

Enterprise Funds: Wastewater - Reported - Council Discussion Wastewater Assistant Director L.J. Brady spoke on the matter. Finance Director Grant Duason spoke on the matter. Mr. Charles Oubre, Finance Department, spoke on the matter.

Solid Waste Collection & Disposal - Reported - Council Discussion General Superintendent Public Works Steve Trutt spoke on the matter. Consolidated Waterworks District No. 1 - Reported - Council Discussion Waterworks Director Robbie Brou spoke on the matter.

Special Revenue Funds: Recreation - Reported - Council Discussion Parks & Recreation Director Duane Forest spoke on the matter. Parish President V.J. St. Pierre, Jr., spoke on the matter. AMENDMENT NO. 2 - Special Revenue Funds - Recreation - Fund 113 - Capital Outlay - Improvements other than Buildings - Councilman Wilson motioned, seconded by Councilman Lewis, to amend the proposed budget to transfer from the General Fund \$89,000.00 to Fund 113 - Capital Outlay - Recreation - Improvements other than Buildings and add \$89,000.00 to Capital Outlay - Recreation - Improvements other than Buildings (Walking Path) Repairs (EB & WB Bridge Parks) for a new total of \$189,000.00. Motion carried 8 years, Councilwoman Schexnaydre absent. PASSED

Capital Projects Funds: Recreation Facilities Construction - Reported - Council Discussion Parks & Recreation Director Duane Forest spoke on the matter. Public Hearing Requirements Satisfied

General Fund: Public Information - Reported - Council Discussion Public Information Officer Renee Simpson spoke on the matter. Purchasing - Reported Personnel - Reported Planning & Zoning - Reported Coastal Zone Management - Reported - Council Discussion CDM Administrator Earl Matheme spoke on the matter. Chief Administrative Officer Buddy Bos spoke on the matter.

IOC Building Codes - Reported Information Technology - Reported - Council Discussion Computer Systems Supervisor Erik Dufrene spoke on the matter. GIS - Reported - Council Discussion GIS Specialist spoke on the matter. Chief Administrative Officer Buddy Bos spoke on the matter. Mr. Charles Oubre, Finance Department, spoke on the matter.

Cable TV Administration - Reported General Gov't Buildings - Reported - Council Discussion Facilities Manager Phil Dufrene spoke on the matter. Risk Management - Reported Grants Administration - Reported Emergency Preparedness - Reported Emergency Prep. Subod - Reported EOC 24 Hours Coverage - Reported - Council Discussion Emergency Preparedness Director Ron Perry spoke on the matter.

Animal Control - Reported - Council Discussion Animal Control Supervisor Angie Robert spoke on the matter. Health & Safety Rehab - Reported Sanitation - Reported - Council Discussion Community Services - Reported Energy Assistance - Reported Summer Feeding - Reported - Council Discussion Community Services Director Joan Diaz spoke on the matter.

Community Services Center - Reported - Council Discussion Community Services Director Joan Diaz spoke on the matter. Finance Director Grant Duason spoke on the matter. Community Services Subgrants - Reported FEMA - Reported CSBG - Administration - Reported CSBG - Program Activities - Reported Home Program - Reported Community Center - Reported Economic Development - Reported Tourist Information Center - Reported - Council Discussion Economic Development & Tourism Director Corey Fauchoux spoke on the matter.

Special Revenue Funds: Workforce Investment Act - Reported - Council Discussion Workforce Investment and Opportunity Act Director Tommy Scott spoke on the matter. Public Hearing Requirements Satisfied

General Fund: Registrar of Voters - Reported Ordinance & Proceedings - Reported Police Jury Association - Reported Ward Courts - Reported Elections - Reported - Council Discussion Mr. Charles Oubre, Finance Department, spoke on the matter.

Finance - Reported Taxation - Assessor - Reported Taxation - Collector - Reported Data Processing - Reported Research/Investigations - Reported Retirement System Contributions - Reported Refined Employees Group Insurance - Reported Juvenile - Reported Motor Vehicle - Reported Veterans Administration - Reported Public Housing - Reported Debt Services - Reported Transfers - Reported

Public Hearing Requirements Satisfied Special Revenue Funds: Criminal Court Fund - Reported Council on Aging - Reported Fire Protection - Reported Governmental Bldgs. M&O - Reported Health Unit - Reported ARC of St. Charles - Reported

Capital Projects Funds: Front Pool Assessment Capital Projects - Reported Public Hearing Requirements Satisfied

RECAP OF AMENDMENTS 2015-0197 An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2016.

Mr. St. Pierre Jr. and Department of Finance AMENDMENT NO. 1 - Special Revenue Funds - Road & Drainage, Drainage - Fund Number: 112 - Capital Outlay Councilwoman Fisher-Perrier motioned, seconded by Councilman Wilson, to amend the proposed budget under improvements other than Buildings to rename the detailed description for "Westbank Levee - Ellington" to "Ellington Pump Station" and under Arch/Engineering Fees and Other Fees to rename the detailed description for "Westbank Levee - Ellington" to "Westbank Levee". Motion carried 7 years, Councilman Schexnaydre and Lewis absent.

AMENDMENT NO. 2 - Special Revenue Funds - Recreation - Fund 113 - Capital Outlay - Improvements other than Buildings - Councilman Wilson motioned, seconded by Councilman Lewis, to amend the proposed budget to transfer from the General Fund \$89,000.00 to Fund 113 - Capital Outlay - Recreation - Improvements other than Buildings and add \$89,000.00 to Capital Outlay - Recreation - Improvements other than Buildings - Walking Path Repairs (EB & WB Bridge Parks) for a new total of \$189,000.00. Motion carried 8 years, Councilwoman Schexnaydre absent.

Amendments Recorded IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN COCHRAN AUTHORIZED THAT THE ORDINANCE, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, IS TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON THURSDAY, OCTOBER 29, 2015, 6:00 P.M.; AND TUESDAY, NOVEMBER 3, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2015-0197 An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2016.

Mr. St. Pierre Jr. and Department of Finance Public Hearing Requirements Satisfied

General Fund: District Attorney Reported - Council Discussion District Attorney Joel T. Chasson, II, spoke on the matter. Registrar of Voters - Deferred District Court - Reported Grand Jury - Reported Council District IV - Reported Council District V - Reported Council District VI - Reported Council District VII - Reported Council Division A - Deferred Council Division B - Reported Parish President - Reported - Council Discussion Chief Administrative Officer Buddy Bos spoke on the matter.

Legal Services - Reported Special Revenue Funds: Parish Transportation - Reported

Public Hearing Requirements Satisfied

Chairman Cochran exited the meeting. In Chairman Cochran's absence, Vice-Chairwoman Fletcher assumed the meeting.

Special Revenue Funds: Retired Senior Volunteer Program - Reported Chairman Cochran assumed the meeting.

Public Hearing Requirements Satisfied

General Fund: Council - Reported Council District I - Reported Council District II - Reported Council District III - Reported Council District IV - Reported Council District V - Reported Council District VI - Reported Council District VII - Reported Council Division A - Deferred Council Division B - Reported Parish President - Reported - Council Discussion Chief Administrative Officer Buddy Bos spoke on the matter.

Legal Services - Reported Special Revenue Funds: Parish Transportation - Reported

Public Hearing Requirements Satisfied

Chairman Cochran exited the meeting. In Chairman Cochran's absence, Vice-Chairwoman Fletcher assumed the meeting.

Special Revenue Funds: Retired Senior Volunteer Program - Reported Chairman Cochran assumed the meeting.

Public Hearing Requirements Satisfied

General Fund: Council - Reported Council District I - Reported Council District II - Reported Council District III - Reported Council District IV - Reported Council District V - Reported Council District VI - Reported Council District VII - Reported Council Division A - Deferred Council Division B - Reported Parish President - Reported - Council Discussion Chief Administrative Officer Buddy Bos spoke on the matter.

Legal Services - Reported Special Revenue Funds: Parish Transportation - Reported

Public Hearing Requirements Satisfied

Chairman Cochran exited the meeting. In Chairman Cochran's absence, Vice-Chairwoman Fletcher assumed the meeting.

Special Revenue Funds: Retired Senior Volunteer Program - Reported Chairman Cochran assumed the meeting.

Public Hearing Requirements Satisfied

Fiscal Year 2016. WHEREAS, in accordance with Article V, Section B of the St. Charles Parish Home Rule Charter and Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.) the Parish President has submitted the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2016 to the St. Charles Parish Council to wit: Section I General Fund Section II Special Revenue Funds (14) Section III Capital Projects Funds (4) Section IV Debt Service Funds (3) Section V Enterprise Funds (5)

WHEREAS, in accordance with Article V, Section C of the St. Charles Parish Home Rule Charter, the Parish President has submitted a Budget Message to the St. Charles Parish Council, and, WHEREAS, the Parish Council has taken under advisement the study of the Consolidated Operating and Capital Budget:

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That in accordance with Article V, Sections D and E of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby ordain to adopt the 2016 St. Charles Parish Consolidated Operating and Capital Budget attached hereto and make a part hereof and identified herewith as "Exhibit A" and "Exhibit B", to become effective January 1, 2016.

SECTION II. That said budget shall become effective January 1, 2016. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: LEWIS, WILSON, BENEDETTO, COCHRAN, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: SCHEXNAYDRE, TASTET, HOGAN

And the ordinance was declared adopted this 16th day of November, 2015. The provisions of this Ordinance shall become effective January 1, 2016.

CHAIRMAN SECRETARY DIVISIONAL PRESIDENT APPROVED: PARISH PRESIDENT: RETD/SECRETARY: AT: RECD BY:

ST. CHARLES PARISH GOVERNMENTAL FUNDS CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2016

ST. CHARLES PARISH PROPRIETARY FUNDS CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2016

2015-0403 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PARKS & RECREATION) ORDINANCE NO. 15-11-22

An ordinance to approve and authorize the execution of an Contract with Beverly Construction Company, LLC for the Ashton Park Development in the amount of \$267,550.00.

WHEREAS, sealed bids were received by St. Charles Parish on September 17, 2015, for the construction of Ashton Park Development Project at Ashton Park, Ashton Plantation Boulevard, Luling; and, WHEREAS, Danny J. Hebert, P.E., LLC has reviewed the bids and recommends that the project be awarded to the low bidder Beverly Construction Company, LLC in the amount of \$267,550.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the bid of Beverly Construction Company, LLC for the Ashton Park Development is hereby approved and accepted in the amount of \$267,550.00. 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: LEWIS, WILSON, BENEDETTO, COCHRAN, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: SCHEXNAYDRE, TASTET, HOGAN

And the ordinance was declared adopted this 16th day of November, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN SECRETARY DIVISIONAL PRESIDENT APPROVED: PARISH PRESIDENT: RETD/SECRETARY: AT: RECD BY:

SECTION 00500 CONTRACT

This agreement entered into this day of 20 by Beverly Construction Co., LLC, hereinafter called the "Contractor", whose business address is 1215 River Road Bridge City, LA 70099, 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:

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

THE FOLLOWING ORDINANCES ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, NOVEMBER 16, 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.

2015-0197 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF FINANCE) ORDINANCE NO. 15-11-22

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for

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: Danny J. Hebert, P.E.
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 27, 2015, Addenda number(s) 1 & 2, 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.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Danny J. Hebert, P.E., 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 this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner Five Hundred Dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The amount to be paid to the Contractor by the Owner for completion of all work Owner will pay and the Contractor will accept in full consideration for the completion of all Work is:
a) (\$267,550.00) Two Hundred Sixty Seven Thousand, Five Hundred Fifty 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 finishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
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 2 inclusive)
h) Contract documents bearing the general title "Ashton Park Development" dated July 27, 20 15.
i) Drawings, consisting of a cover sheet dated July 27, 20 15 and the sheets listed on Drawing I; each sheet bearing the following general title: Ashton Park Development
j) General Conditions (Section 00700)
k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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 in respect to all covenants, agreements and obligations contained in the Contract Documents.
9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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

OWNER: Parish of St. Charles
By: \_\_\_\_\_
Title: \_\_\_\_\_
CONTRACTOR: Beverly Construction Co., L
By: \_\_\_\_\_
Title: President
ATTEST: \_\_\_\_\_
By: \_\_\_\_\_
Title: Senior Project Manager

2015-0404
INTRODUCED BY: TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI
ORDINANCE NO. 15-11-24

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs on both sides of Fourth Street between West Hoover Street and West Harding Street in New Sarpy.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. Traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9.
SECTION II. In accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto.
NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN THAT "NO PARKING" signs be installed on both sides of Fourth Street between West Hoover Street and West Harding Street in New Sarpy.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: LEWIS, WILSON, BENEDETTO, COCHRAN, FLETCHER, FISHER-PERRI
NAYS: NONE
ABSENT: SCHEXNAYDRE, TASTET, HOGAN

And the ordinance was declared adopted this 16th day of November, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_
SECRETARY: \_\_\_\_\_
DLVD/PARISH PRESIDENT: \_\_\_\_\_
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_
PARISH PRESIDENT: \_\_\_\_\_
RET/SECRETARY: \_\_\_\_\_
AT 10:50 a RECD BY: \_\_\_\_\_

2015-0412
INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I
ORDINANCE NO. 15-11-25

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 OVERNIGHT PARKING" signs on both sides of River Park Drive in Hahnville.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. Traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9.
SECTION II. In accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto.
NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN THAT "NO OVERNIGHT PARKING" signs be installed on both sides of River Park Drive in Hahnville.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: LEWIS, WILSON, BENEDETTO, COCHRAN, FLETCHER, FISHER-PERRI
NAYS: NONE
ABSENT: SCHEXNAYDRE, TASTET, HOGAN

And the ordinance was declared adopted this 16th day of November, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_
SECRETARY: \_\_\_\_\_
DLVD/PARISH PRESIDENT: \_\_\_\_\_
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_
PARISH PRESIDENT: \_\_\_\_\_
RET/SECRETARY: \_\_\_\_\_
AT 10:50 a RECD BY: \_\_\_\_\_

2015-0413
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 15-11-26

An ordinance to approve and authorize the execution of a Construction Contract with Cycle Construction Company, LLC for Project No. P080905-5B, Ellington Levee - Phase I Project, as part of the West Bank Hurricane Protection Levee Project, State Project No. BA-85, in the amount of \$8,478,497.00.

WHEREAS, sealed bids were received by St. Charles Parish on October 19, 2015, for Project No. P080905-5B, Ellington Levee - Phase I Project, as part of the West Bank Hurricane Protection Levee Project, State Project No. BA-85; and,

WHEREAS, Burk-Kleinmeyer, Inc., Mark Roberts, P.E., the Consulting Engineer for the Project, has reviewed the bids and recommended that the Contract be awarded to the lowest responsive bidder, Cycle Construction Company, LLC in the amount of \$8,478,497.00; and,

WHEREAS, the Ellington Levee - Phase I Project, as part of the West Bank Hurricane Protection Levee Project, will provide flood protection to approximately 1,413 acres, 2,438 structures and 49 miles of public streets located in Boutte and Luling south of U.S. Hwy. 90; and,

WHEREAS, the Ellington Levee - Phase I Project includes the construction of an earthen levee via on-site borrow and placement of compacted embankments, surfacing, clearing and grubbing, dewatering, culvert installations, installation of drain line and inlets at specified locations, placing silt fencing, constructing ramps, fertilizing, seeding, and mulching; and,

WHEREAS, Ordinance No. 14-11-1 on November 3, 2014, approved Amendment No. 3 to the Cooperative Endeavor Agreement with the State of Louisiana Coastal Protection and Restoration Authority Board (CPRA) that provides \$8,000,000 in State funding for construction costs for said project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the bid of Cycle Construction Company, LLC, for the construction of Project No. P080905-5B, Ellington Levee - Phase I Project, as part of the West Bank Hurricane Protection Levee Project, State Project No. BA-85, is hereby approved and accepted, in the amount of \$8,478,497.00.

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

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

And the ordinance was declared adopted this 16th day of November, 2015 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_
SECRETARY: \_\_\_\_\_
DLVD/PARISH PRESIDENT: \_\_\_\_\_
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_
PARISH PRESIDENT: \_\_\_\_\_
RET/SECRETARY: \_\_\_\_\_
AT 10:50 a RECD BY: \_\_\_\_\_

SECTION 00500

CONTRACT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Cycle Construction Company, LLC hereinafter called the "Contractor", whose business address is \_\_\_\_\_, 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: Burk-Kleinmeyer, Inc.
1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, 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: The contract work comprises of an earthen levee via opposite cut borrow and placement of compacted embankment, a parallel crushed stone roadway, clearing and grubbing, installation of reinforced concrete box culverts, placing silt fence, constructing ramps, fertilizing, seeding and mulching.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Burk-Kleinmeyer, 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 730 consecutive calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner Fifteen Hundred Dollars \$1,500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The amount to be paid to the Contractor by the Owner for completion of all work Owner will pay and the Contractor will accept in full consideration for the completion of all Work is:
a) (\$8,478,497.00) Eight Million, Four Hundred Seventy Eight Thousand, Four Hundred Ninety Seven 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 finishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
a) Contract (Section 00500)
b) Performance Bond (Section 00611)
c) Payment Bond (Section 00610)
d) Insurance Certificates
e) Advertisement for Bids (Section 00010)
f) Louisiana Uniform Public Works Bid Form (Section 00300)
g) Addenda (Numbers 1 to 2 inclusive)
h) Contract documents bearing the general title "Ellington Levee- Phase I" dated August 2015.
i) Drawings, consisting of a cover sheet dated August 2015 and the sheets listed on Drawing Cover Sheet, DWG. Index; each sheet bearing the following general title: Ellington Levee-Phase I.
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 in respect to all covenants, agreements and obligations contained in the Contract Documents.
9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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

OWNER: Parish of St. Charles
By: \_\_\_\_\_
Title: \_\_\_\_\_
CONTRACTOR: \_\_\_\_\_
By: \_\_\_\_\_
Title: Vice President
ATTEST: \_\_\_\_\_
By: \_\_\_\_\_
Title: Contracts Administrator

2015-0414
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)
ORDINANCE NO. 15-11-27

An ordinance to approve and authorize the execution of a contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$23,550 with an Alternate Bid of \$56,150.
WHEREAS, sealed bids were received by St. Charles Parish on October 13, 2105 for S091101; Primrose Lift Station and Force Main Upgrades; and,
WHEREAS, Environmental Engineering Service, Inc, Consulting Engineers for the Project, have reviewed the bids and recommend that the Base Bid

(\$923,550) and Alternate 1 (\$56,150) of the Contract be awarded to the low bidder, BLD Services, LLC, in the total amount of \$979,700.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of BLD Services, LLC, for the construction of St. Charles Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, is hereby approved and accepted, in the amount of \$979,700.

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

And the ordinance was declared adopted this 16th day of November, 2015, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature]
RETD. SECRETARY: [Signature]
AT 6:50 PM RECD BY: [Signature]

SECTION 00500
CONTRACT

This agreement entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by BLD Services, LLC, hereinafter called the "Contractor", whose business address is 2424 Tyler Street, Kenner, Louisiana 70062, 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 I

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 Environmental Engineering Services, Inc.
1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated January 2015, Addenda number 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.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Environmental Engineering Services, 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 280 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 extension thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner five hundred dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The amount to be paid to the Contractor by the Owner for completion of all work Owner will pay and the Contractor will accept in full consideration for the completion of all Work is:
a) (\$979,700.00) Nine Hundred Seventy-Nine Thousand Seven Hundred Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

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

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available to Bidders and as provided in the General Conditions.
7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or finishing of the Work as Contractor considers necessary for the performance 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 (Number 1) inclusive
h) Contract documents bearing the general title "Primrose Lift Station and Force Main Upgrades" dated January 2015.
i) Drawings, consisting of a cover sheet dated January 2015 and the sheets listed on Drawing C01; each sheet bearing the following general title: "Primrose Lift Station and Force Main Upgrades".
j) General Conditions (Section 00700)
k) Supplementary Conditions (if applicable for compliance purposes) (Section 00800)

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

ARTICLE 9

MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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

OWNER: Parish of St. Charles CONTRACTOR: BLD Services, LLC
By: [Signature] Title: Project Manager
By: [Signature] Title: Controller
ATTEST: [Signature] ATTEST: [Signature]

2015-0415
INTRODUCED BY: JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII
ORDINANCE NO. 15-11-28

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 along both sides of the entrances of Ashton Plantation for approximately 200' between Ashton Boulevard and Lac Calcasieu Drive and Ashton Boulevard and Lac Laurier Drive in Luling.

SECTION I. Traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9.

SECTION II. In accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto. NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN that "NO PARKING" signs be installed along both sides of the entrances of Ashton Plantation for approximately 200' between Ashton Boulevard and Lac Calcasieu Drive and Ashton Boulevard and Lac Laurier Drive in Luling.

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

And the ordinance was declared adopted this 16th day of November, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD. SECRETARY: [Signature]
AT 6:50 PM RECD BY: [Signature]

2015-0416
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 15-11-29

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 a Tract in St. Charles Parish, on the East Bank of the Mississippi River, located in section 11, Township 12 south, Range 8 East being more particularly described in survey by Lucien C. Gassen, PLS, dated June 17, 2015, to improve the drainage in the area.

WHEREAS, St. Charles Parish School Board has agreed to donate property for the purpose of improving the drainage in the Ormond Trace area; and, WHEREAS, the Donation of Servitude and survey referenced above is attached hereto and made a part hereof.

SECTION I. That the Parish President is hereby authorized to execute the Donation of Servitude and any all other documents required to carry out the provisions of this ordinance.

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

And the ordinance was declared adopted this 16th day of November, 2015 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD. SECRETARY: [Signature]
AT 6:50 PM RECD BY: [Signature]

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

DONATION OF SERVITUDE

BE IT KNOWN, that on this \_\_\_ day of \_\_\_\_\_, in the year two thousand and \_\_\_\_\_ (2016).

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified and in the presence of the two competent witnesses hereinafter undersigned, PERSONALLY CAME AND APPEARED:

ST. CHARLES PARISH SCHOOL BOARD, 13855 River Road, Luling, Louisiana, 70070, herein represented by FELECIA GOMEZ-WALKER, Superintendent, duly authorized by resolution of the St. Charles Parish School Board, dated \_\_\_\_\_, a copy of which is attached hereto and made a part hereof.

Herein after referred to as "GRANTOR"
-and-

PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, herein represented by V. J. ST. PIERRE, JR., its Parish President, whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057; authorized pursuant to Ordinance No. 15-11-29, adopted by St. Charles Parish Council on the 16th day of November, 2015, a copy of which is attached hereto and made a part hereof.

Herein after referred to as "GRANTEE"

GRANTOR does hereby donate, grant, present, dedicate, assign, transfer, deliver, and set over a servitude, easement, and right-of-way unto GRANTEE for the purposes of constructing, installing, operating, maintaining, repairing, and/or replacing drainage through, around, under, and/or over the following described property situated in St. Charles Parish, reserving, however, to the GRANTOR, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines, said property being more particularly described as follows:

LEGAL DESCRIPTION

A certain tract of land situated in the Parish of St. Charles, State of Louisiana, on the East Bank of the Mississippi River, located in Section 11, Township 12 South, Range 8 East, and being more particularly described as follows:
From a 1/2 inch iron rod at the southernmost corner of Lot 21 of Ormond Trace Subdivision, the POINT OF BEGINNING, proceed S46°43'03"W a distance of 26.34 feet, thence N24°55'06"W a distance of 344.48 feet, thence N 46°26'12"E a distance of 123.41 feet, thence N24°55'06"W a distance of 870.64 feet, thence

S45°37'14"W a distance of 2.40 feet, thence N 27°32'14"W a distance of 595.37 feet, thence N45°36'23"E a distance of 26.12 feet, thence S27°32'14"E a distance of 595.38 feet, thence N45°37'14"E a distance of 2.79 feet, thence S24°55'06"E a distance of 897.43 feet, thence S46°26'12"W a distance of 123.41 feet, thence S24°55'06"E a distance of 818.23 feet to the point of beginning, containing 48,354.37 square feet or 1.110 acres all in accordance with a plan by Lucien C. Gassen, PLS, dated June 17, 2015 attached hereto and made a part hereof.

TO HAVE AND TO HOLD said servitude, easements, and rights of way unto said GRANTEE, and its successors and assigns forever.

GRANTOR grants unto GRANTEE the right of ingress and egress to and from said servitude for the purpose of constructing, installing, operating, maintaining, repairing, and/or replacing drainage improvements. GRANTOR retains the rights to fully use and enjoy the above-described property, except as to the rights here and above granted. GRANTEE agrees to indemnify and hold harmless GRANTOR from any and all damages, which GRANTOR may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this drainage servitude.

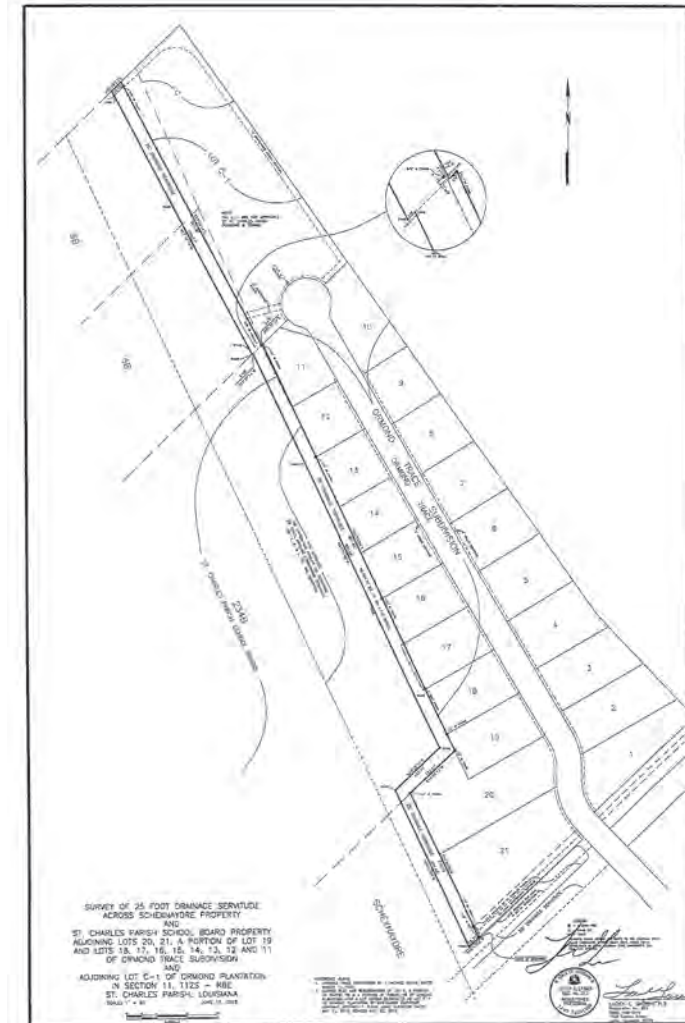
THUS DONE, read and passed at my office in the City of Hahnville, Parish and State aforesaid, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES: GRANTOR: ST. CHARLES PARISH SCHOOL BOARD

BY: FELECIA GOMEZ-WALKER
NOTARY PUBLIC
NAME: [Signature]
BAR NO. [Signature]

WITNESSES: GRANTEE: PARISH OF ST. CHARLES
BY: V. J. ST. PIERRE, JR.
ITS: PARISH PRESIDENT

NOTARY PUBLIC
NAME: [Signature]
BAR NO. [Signature]



I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.
TIFFANY K. CLARK
COUNCIL SECRETARY

Publish November 26, 2015

PUBLIC NOTICE

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of Low alcoholic content at retail in the Parish of St. Charles at the following address: LINDA MARTI, L.L.C. d/b/a LINDA CAFE, 15226 HWY 90 UNIT C, Paradis, LA 70080
Member: Abdellatif N. Shehadeh

PUBLISH: November 23 & November 30, 2015

Advertisement for St. Charles Herald-GUIDE. Features a large 'SUBSCRIBE NOW!' headline, a list of content highlights (LOCAL NEWS, LOCAL LIFESTYLES, LOCAL SPORTS, LOCAL ADVERTISING), and contact information for the publication. Includes a small inset image of a newspaper page with headlines like 'Offense holds edge over defense as Tigers enter Burger Bowl' and 'Beat the Bridge'.

