

LEGALS

ST. CHARLES PARISH PUBLIC NOTICES



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William "Billy" Woodruff
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Marilyn B. Bellock
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Traci A. Fletcher
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Wendy Benedetto
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Paul J. Hogan
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PUBLIC NOTICE



ST. CHARLES PARISH

LARRY COCHRAN
PARISH PRESIDENT

OFFICE OF THE PARISH PRESIDENT

P. O. BOX 302 - HAHNVILLE, LOUISIANA 70057
(985)783-5000 • Website: www.stcharles-parish-la.gov

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:
11:00 A. M., THURSDAY, February 04, 2016

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3402, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3RD FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: <https://www.centralbidding.com> FOR:

YELLOW FLASHING SOLAR BEACONS

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

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

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

ST. CHARLES PARISH PROCUREMENT OFFICE P. O. BOX 302 HAHNVILLE, LA 70057
BID ADVERTISED: ST. CHARLES HERALD GUIDE January 14, 2016 January 21, 2016

PUBLIC NOTICE

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF LOUISIANA

IN RE: BAYOU FLEET, INC., AS OWNER AND OPERATOR OF THE M/V BAYOU PIQUANT PRAY FOR EXONERATION FROM AND/OR LIMITATION OF LIABILITY

CIVIL ACTION
NUMBER: 15-5464

SECTION: "H"(2)

JUDGE MILAZZO

MAGISTRATE WILKINSON

NOTICE OF COMPLAINT FOR EXONERATION FROM AND/OR LIMITATION OF LIABILITY

NOTICE IS HEREBY GIVEN that Bayou Fleet, Inc., as owner and/or operator of the M/V BAYOU PIQUANT *in rem* has filed a Complaint pursuant to Title 46 of the United States Code, § 30505, *et seq.*, claiming the right to exoneration from and/or limitation of liability with respect to all claims allegedly resulting from an incident which occurred on April 15, 2015 all as is more fully set forth in the *Complaint for Exoneration from and/or Limitation of Liability*.

All persons asserting claims with respect to which the Complainant seeks limitation are admonished to file their respective claims with the Clerk of this Court and to serve a copy on the attorneys for the Complainant, Staines & Eppling, APLC, 3500 North Causeway Boulevard, Suite 820, Metairie, Louisiana 70002, a copy thereof, on or before the 26th day of April, 2016, or be defaulted. Personal attendance is not required.

Any claimant desiring to contest either the right to exoneration from, or the right to limitation of liability shall file and serve an answer and claims to the *Complaint for Exoneration from and/or Limitation of Liability*, unless his claim has included an answer, all as is required by Rule F of the Supplemental Rules of the Federal Rules of Civil Procedure governing certain Admiralty and Maritime claims.

William W. Blevins
Clerk of Court
B. Catalano
Deputy Clerk of Court

Date: Oct 27 2015

Respectfully Submitted:

STAINES & EPPLING

by Corey P. Parenton

ANTHONY J. STAINES, T.A. (12388)
COREY P. PARENTON (32918)
3500 North Causeway Blvd.
Suite 820
Metairie, LA 70002
Telephone: 504/838-0019
Fax: 504/838-0043
Counsel for Bayou Fleet, Inc.
and the M/V BAYOU PIQUANT, *in rem*

PUBLISH: January 21 & 28, February 4 & 11, 2016

PUBLIC NOTICE

The Libertarian Party-St. Charles Parish will hold a caucus election January 25, 2016 6:30pm-9:30pm. Caucus is open to all registered Libertarians who reside within St. Charles Parish. 9 committee members to be elected. Location: 13228 US 90, Boutte, LA 70039. (Zydeco Restaurant - Red Room)

Publish Dates: December 24, 31, 2015, January 14, 17, 21, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of Donna Monroe Breaux and/or William D. Breaux, and heirs, successors or assigns, please contact Attorney Regina E. Cyrus, Attorney at Law, 13762 River Road, Destrehan, Louisiana 70070; 985-240-9773."

Publish January 14 & 21, 2016

PUBLIC NOTICE

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **United Way of St. Charles Bridge Run** at the West Bank Bridge Park in Luling, La. on April 9, 2016 from 8:00 a.m. til 1 p.m., in the parish of St. Charles.

Saturday, April 9th, 2016

Publish on January 21 & 28, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of Terra Mayeaux Jones and/or Jason Earl Jones or theirs or assigns, please contact Attorney Regina E. Cyrus, Attorney at Law, 13762 River Road, Destrehan, Louisiana 70074; 985-764-9911. Important property rights involved.

Publish January 21 & 28, 2016

PUBLIC NOTICE

Monday, December 14, 2015
St. Charles Parish Sheriff's Office
Law Enforcement Complex

BOARD OF COMMISSIONERS OF THE (9-1-1) ST. CHARLES PARISH COMMUNICATIONS DISTRICT

PRESENT:

Major Sam Zinna, Sheriff's Office
Chief Joseph Cardella, Sheriff's Office
Armond Bourque, Firemen's Association
Tommy Barreca, Parish Council Representative
Reggie Gaubert, Firemen's Association
Jean Hill, St. Charles Hospital Representative

ABSENT:

Major (Ret.) John Cornwell, Parish President Representative
Amber Walsh, Minute Clerk

IN ATTENDANCE:

Major Eddy Beckendorf / Sheriff's Office
Ravenel Mixon / 9-1-1 Director
Ken Wright / MS Benbow and Associates

CALL TO ORDER:

Major Zinna called the Monday, December 14, 2015 meeting of the Board of Commissioners of the St. Charles Parish Communications District to order at 5:02 p.m., which was held at the St. Charles Parish Sheriff's Office, Law Enforcement Complex.

SILENT PRAYER & PLEDGE:

Time for a silent prayer was given followed by the Pledge of Allegiance.

Motion was made by Mr. Bourque and seconded by Mr. Barreca approving minutes of the meeting held on Monday, November 9, 2015.

YEAS: ZINNA, CARDELLA, BOURQUE, BARRECA, GAUBERT, HILL
NAYS: NONE
ABSENT: CORNWELL
Motion carried.

REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES:

A. SECRETARY/TREASURER REPORT:

Motion was made by Mr. Bourque and seconded by Chief Cardella approving payment of Herald/Guide Invoice #113800 dated December 1, 2015 in the amount of \$141.60
YEAS: ZINNA, CARDELLA, BOURQUE, BARRECA, GAUBERT, HILL
NAYS: NONE
ABSENT: CORNWELL
Motion carried.

B. 9-1-1 DIRECTOR'S REPORT:

Ravenel Mixon gave a brief overview on personnel, maintenance, etc., for the 9-1-1 Communications Center.

UPDATE ON VHF FIRE PAGING SYSTEM PERFORMANCE ANALYSIS:

Mr. Ken Wright of MS Benbow and Associates gave a brief update on the VHF Fire Paging System Performance Analysis.

UNFINISHED OLD BUSINESS:

NONE

NEW BUSINESS:

A. Motion was made by Mr. Barreca and seconded by Mr. Gaubert to approve the General Liability and Public Entity Management Liability for the St. Charles Parish Communications District in the amount of \$18,841.00 for the 2016 calendar year.
YEAS: ZINNA, CARDELLA, BOURQUE, BARRECA, GAUBERT, HILL
NAYS: NONE
ABSENT: CORNWELL

B. Election of Officers for 2016 to the 9-1-1 Communications District Board of Commissioners.

Nomination for the Position of President:

Mr. Barreca nominated Major Zinna for President.
Major Zinna asked for any other nominations for President three times.
Mr. Bourque made a motion to close the nomination for President seconded by Mr. Gaubert.
YEAS: ZINNA, CARDELLA, BOURQUE, BARRECA, GAUBERT, HILL
NAYS: NONE
ABSENT: CORNWELL

Major Zinna accepts the position of President for 2016.

Nomination for the position of Vice President:

Mr. Gaubert nominated Mr. Barreca for Vice President.
Major Zinna asked for any other nominations for Vice President three times.
Mr. Bourque made a motion to close the nomination for Vice President seconded by Mrs. Hill.
YEAS: ZINNA, CARDELLA, BOURQUE, BARRECA, GAUBERT, HILL
NAYS: NONE
ABSENT: CORNWELL

Mr. Barreca accepts the position of Vice President for 2016.

Nomination for the position of Secretary/Treasurer:

Mr. Barreca nominated Mr. Bourque for the position of Secretary/Treasurer.
Major Zinna asked for any other nominations for Secretary/Treasurer three times.
Mr. Gaubert made a motion to close the nomination for Secretary/Treasurer seconded by Mrs. Hill.
YEAS: ZINNA, CARDELLA, BOURQUE, BARRECA, GAUBERT, HILL
NAYS: NONE
ABSENT: CORNWELL

Mr. Bourque accepts the position of Secretary/Treasurer for 2016.

The next regular meeting will be held Monday, January 11, 2016 at 5:00 p.m. at the St. Charles Sheriff's Office Headquarters Complex.

Motion to adjourn was made by Mr. Bourque and seconded by Mr. Cardella.
YEAS: ZINNA, CARDELLA, BOURQUE, BARRECA, GAUBERT, HILL
NAYS: NONE
ABSENT: CORNWELL
Motion carried.

There being no further business Major Zinna adjourned the meeting at 5:20p.m.

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

ATTEST: SAM ZINNA, PRESIDENT
ST. CHARLES PARISH COMMUNICATIONS DISTRICT (9-1-1)
ATTEST: ARMOND BOURQUE, SECRETARY/TREASURER
ST. CHARLES PARISH COMMUNICATIONS DISTRICT (9-1-1)

PUBLISH: January 21, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of Regina Brooks Hickman or Sarah Hickman (Simoneaux) Bible or theirs or assigns, please contact Attorney Regina E. Cyrus, Attorney at Law, 13762 River Road, Destrehan, Louisiana 70047; 985-764-9911."

Publish January 21 & 28, 2016

PUBLIC NOTICE

PUBLIC NOTICE

Sealed bids will be received by St. Charles Parish Sheriff's Office up to 10:00 A.M., Friday, February 11, 2016 at the St. Charles Parish Sheriff's-Tax Office-1st Floor, 15045 River Road, Parish Courthouse, P.O. Box 426, Hahnville, LA 70057, either by mail, hand delivered or on-line at: <https://www.centralauctionhouse.com> for:

Janitorial & Inmate Supplies

Detailed specifications may be picked up or mailed by contacting Nicole Henry at the Parish Courthouse (Phone 985-783-6237). Bid related documents may be viewed on-line at <https://www.centralauctionhouse.com>.

Bids should be plainly marked on the outside of the envelope: "JANITORIAL & INMATE SUPPLIES".

St. Charles Parish Sheriff's Office reserves the right to reject any and all bids. These bid specifications have been prepared by our office, setting forth those items deemed necessary by our personnel. They are not intended to be restrictive or discriminatory in any manner whatsoever. Please notify us in writing prior to opening bids of any deviation from this policy.

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

/s/ Greg Champagne, Sheriff

PUBLISH: January 21, 28, 2016

PUBLIC NOTICE

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, FEBRUARY 1, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

2016-0026 (1/12/16, Hogan)

An ordinance to amend Ordinance No. 15-6-19 by extending the installation of "NO PARKING" signs on both sides of Ash Street from the Pine Street side of the driveway from the property line at 341 Ash Street to its intersection with Pine Street in Boutte.

2016-0035 (1/12/16, Cochran, Dept. of Public Works)

An ordinance to approve and authorize the Parish President to acquire a 6,770.63 SF perpetual drainage servitude over property identified as Parcel DS6-1 in Section 7, Township 12 South - Range 7 East, Town of MONTZ, St. Charles Parish, Louisiana, which property is more particularly described in the Act of Servitude attached hereto and made a part hereof, from Coleen Perilloux Landry, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080802 Coulee Canal Improvements.

2016-0036 (1/12/16, Cochran)

An ordinance to approve and authorize the execution of a Lease Agreement between St. Charles Parish and Perque Real Estate of LA, LLC., for temporary library location during renovations of the West Regional Library.

2016-0037 (1/12/16, Cochran, Dept. of Public Works)

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P111002-18, Road Maintenance 2015, to balance the contract quantities with actual quantities resulting in an increase of \$111,587.03 and a decrease in time of twenty-five (25) days.

2016-0038 (1/12/16, Cochran)

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement between St. Charles Parish and the District Attorney of the 29th Judicial District for the Director of Legal Services for St. Charles Parish to be an Assistant District Attorney.

2016-0039 (1/12/16, Cochran, M. Albert)

An ordinance to approve the subdivision of Lot BE-2 of the Ciravolo Estate into lots herein designated as Lots BE-2A, BE-2B, BE-2C, BE-2D, BE-2E, BE-2F, BE-2G and Lot BE-2H of the Ciravola Estate, located at 584 Magnolia Ridge Road, Boutte, as requested by Christine and Seth Matherne.

2016-0040 (1/12/16, Cochran, G. Dussom)

An ordinance to amend the 2016 Consolidated Operating and Capital Budget, Amendment No. 2, to add grant revenues and expenses to Fund 112 - Drainage - Account 420210 - Paved Streets for the Ormond Blvd. Project unexpended in 2015; to add construction and engineering expenditures to Fund 316 - Front Foot Assessment, unexpended in 2015 on the Ormond Blvd. Project; and to rollover capital outlay projects for the Department of Recreation not completed in 2015.

PUBLISH: January 14, 21, 28, 2016

PUBLIC NOTICE

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON FEBRUARY 4, 2016 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR THE FOLLOWING CASES: **PZHO-2016-02** requested by **Rene Chevalier, Sr.** for a home occupation - "Phoenix Contractor Services, LLC" - at **502 Rosedale Dr., Destrehan**, Zoning District R-1A, Council District 3 **PZHO-2016-04** requested by **Roger Penunza** for a home occupation - "Pequeno Mechanical Services, LLC" - at **619 Willowdale Blvd., Luling**, Zoning District R-1A, Council District 2, **PZHO-2016-05** requested by **Frank Ferguson** for a home occupation - "Ferguson's Electrical Services, Inc." - at **116 Rue Sydney, St. Rose**, Zoning District OL, Council District 5, **PZR-2016-01** requested by **Tawanda & David Thomas** for a change in zoning classification from R-1A(M) to R-2 at Lot 10-B of "A Portion of Ellington Plantation Along Magnolia Ridge Road," **231 Magnolia Ridge Road, Boutte**, Council District 4, **PZR-2016-02** requested by **DVL Properties III, LLC** for a change in zoning classification from R-1A(M) to C-2 at a portion of Lot 1-A and a portion of Tract 1 (proposed Lot 1-A-1), Elkinsville Subdivision, municipal address **11760 River Road, St. Rose**, Council District 5, **PZS-2016-04** requested by **John Key/Julio Dumas** for subdivision of Lots Z-1-B, Z-2-B and Z-3-B including Parcels 1 & 2 into Lots Z-1-B-1 and Z-1-B-2, John Lambert Tract, **295 I-310 Service Road, St. Rose**, Zoning District C-3, Council District 5, **PZO-2016-01** requested by **Councilman Paul Hogan, Council At Large, Div. B** for an ordinance to amend the Code of Ordinances, Appendix C, Sections I, B, II, C, and II, D to address conflicts between definitions of subdivisions and procedures for subdivisions.

PUBLISH 1/21, 1/28, 2/4

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF DECEMBER 14, 2015, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish Meeting Minutes Parish Council

St. Charles Parish Courthouse 15045 Highway 16 P.O. Box 302 Hahnville, LA 70357 850-733-3000 www.stcharlesparish-la.gov

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

Monday, December 14, 2015 6:00 PM Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President V.J. St. Pierre, Jr., Chief Operations Officer Bobby Donaldson, Chief Administrative Officer Buddy Boe, Legal Director Leon C. Vial, III, Assistant Parish Attorney David Hoyer, Public Works/Wastewater Director Sam Scotto, Planning & Zoning Director Michael Albert, Finance Director Grant Dussom, Public Information Officer Renee Simpson, Emergency Preparedness Director Ronald J. Perry, Executive Assistant/Office Manager Amanda Coleman, Community Services Director Joan Tonglet Diaz, General Government Buildings Facilities Manager Philip Dufrene, Councilwoman-Elect Mary K. Cileus, District II, Councilwoman-Elect Marilyn B. Bellock, District V

CALL TO ORDER

PRAYER / PLEDGE

Silent Prayer
Pledge was led by Chairman Larry Cochran (Councilman, District V).

APPROVAL OF MINUTES

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to approve the minutes from the special meeting of October 29, 2015, the regular meeting of November 2, 2015, the special meeting of November 3, 2015, and the regular meeting of November 16, 2015. The motion carried by the following vote:
Yes: 8 - Schexnaydre, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Lewis

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2015-0451 In Recognition: Councilman Larry Cochran, 2015 Council Chairman

Sponsors: Ms. Fletcher
Read

2015-0452 In Recognition: Councilwoman Traci A. Fletcher, 2015 Council Vice-Chairman
Sponsors: Mr. Cochran
Read

Councilman Lewis arrived in the meeting.

2015-0453 Tribute: Honorable V.J. St. Pierre, Jr., Parish President
Sponsors: Ms. Schexnaydre, Mr. Lewis, Mr. Wilson, Mrs. Tastet, Ms. Benedetto, Mr. Hogan, Mr. Cochran, Ms. Fletcher and Ms. Fisher-Perrier
Read

2015-0454 Tribute: Honorable Carolyn K. Schexnaydre, Councilwoman-At-Large, Division A
Sponsors: Mr. Hogan
Read

2015-0455 Tribute: Honorable Jarvis Lewis, Councilman-At-Large, Division B
Sponsors: Mr. Benedetto
Read

2015-0456 In Recognition: Honorable Mary Tastet, Councilwoman, District II
Sponsors: Mr. Wilson
Read

2015-0457 Tribute: Honorable Larry Cochran, Councilman, District V
Sponsors: Ms. Fisher-Perrier
Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2015-0458 South Louisiana Port Commission
Mr. Paul Aucoin, Executive Director
Reported

2015-0459 Communications District (811)
Major (Retired) Sam M. Zima
Reported

2015-0460 Ms. April Keller, Executive Director, St. Charles Council on Aging, Inc. - Annual Report: about the organization and functions, who benefits and services provided, and how funds received are allocated and spent
Sponsors: Mr. Hogan
Council Discussion
Ms. Keller spoke on the matter.
Reported

Councilwoman Schexnaydre departed the meeting.

2015-0462 Parish President Remarks/Report
Sponsors: Mr. St. Pierre Jr.
Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN COCHRAN AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON TUESDAY, JANUARY 12, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2015-0460 An ordinance to approve and authorize the execution of Department of the Army License No. DACW29-2-15-38 (Easement) to allow the continued use of the access road, up ramp, three bridges, and the parking lot at Fifth Street and the Bonnet Carré Spillway Levee in Norco.
Sponsors: Mr. St. Pierre Jr. and Chief Administrative Officer
Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2016

2015-0467 An ordinance to approve and authorize the execution of a Construction Contract with Fleming Construction Company, LLC for Parish Project No. P130501, Sunset Pump Station Improvements, in the amount of \$862,735.00 which is the Base Bid.
Sponsors: Mr. St. Pierre Jr. and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2016

2015-0468 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from R-1A/OL to R-1M/OL at a portion of Section 3 T12S-R20E and Section 20 T13S-R20E, 16279 River Road, Trft, as requested by Bayou Fleet Partnership, LLP.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2016

2015-0469 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from R-1A to R-3 at Lot GV2X of Gassen Villa, 87 Mimosa Avenue, Luling, as requested by Mimosa Homes, Inc.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2016

2015-0471 An ordinance to approve and authorize the execution of an Intergovernmental Cooperative Endorsement Agreement with the Jefferson Parish Finance Authority to Implement the Home Mortgage Down Payment Assistance Program.
Sponsors: Mr. St. Pierre Jr. and Department of Community Services
Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2016

2015-0472 An ordinance to approve and authorize the execution of a Contract with Covillion Group, LLC, for removal & disposal services associated with Parish Project No. P160101 PRETTY BOY REMOVAL & DISPOSAL.

Sponsors: Mr. St. Pierre Jr. and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2016

2015-0473 An ordinance to approve and authorize the execution of an Intergovernmental Agreement with the Coastal Protection and Restoration Authority Board for the Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRRR) of the Davis Pond Freshwater Diversion Project (State Project No. BA-01).
Sponsors: Mr. St. Pierre Jr. and Grants Office
Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2016

2015-0470 An ordinance to revoke and abandon a portion Rue Landry right of way in front of Lot 49, Riverbend Estates (Phase I) Subdivision (240 Rue Landry) and a resubdivision of Lot 49, Riverbend Estates (Phase I) Subdivision into Lot 49-A, St. Rose, St. Charles Parish, LA in favor of the abutting property owner.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2016

2015-0474 An ordinance to amend the 2016 Consolidated Operating and Capital Budget to add grant revenues to the General Fund - Fund 001, under account 001-400611 Coastal Zone Management in the amount of \$250,000 from the Coalition to Restore Coastal Louisiana and to move \$100,000 from the Professional Services line item under account 001-400611, thus totaling \$350,000 and apply the total amount to Improvements other than Buildings for the LaBranche Salinity Control Structure Project.
Sponsors: Mr. St. Pierre Jr. and Department of Finance
Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2016

2015-0475 An ordinance to approve a resubdivision of Lot 1B, Block J, Ellington Gardens into Lots 1B-1 and 1B-2 in Sections 13, 14, & 15, T13S-R21E, St. Charles Parish, as requested by Ellington Swim Club.
Sponsors: Mr. Hogan
Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2016

2015-0476 An ordinance to approve and authorize the execution of Change Order No. 1 and final for the West Bank "B" Plant Clarifier Refurbishment (Project No. WWSK 72) to increase the contract time by 56 calendar days and to increase the contract amount by \$15,005.93.
Sponsors: Mr. St. Pierre Jr. and Department of Wastewater
Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2016

2015-0477 An ordinance to approve and authorize the execution of a contract with Barriere Construction Co., LLC for the construction of the H.010643 Ormond Boulevard Pavement Rehabilitation in the amount of \$1,948,790.42.
Sponsors: Mr. St. Pierre Jr. and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2016

PLANNING AND ZONING PETITIONS

2015-0431 An ordinance to amend the Zoning Ordinance of 1981, to change the land use zoning classification from R-1A to OL on Lots J-1 and J-2 of a Subdivision of the Heirs of Anatole Filoux, Ama (309 & 311 St. Marks Street), as requested by Ashley Plaisance.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Reported: P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Speakers: Ms. Ashley Plaisance, Ama
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

2015-0432 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from C-2 / R-1A to C-2 on a portion of Lot 1-B, Block B, River Oaks Subdivision (12531 Hwy 90) Luling, as requested by Larry Orgeron.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Reported: P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Speakers: Ms. Larry Orgeron, Ama
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

2015-0433 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from R-1A to R-1AM at 309 West Lawson Street (Lot 11, Sq. 16, New Sarpy Subd.), New Sarpy, as requested by Trevine Lewis.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Reported: P & Z Department Recommended: Denial
Planning Commission Recommended: Denial
Public Hearing Requirements Satisfied
Council Discussion
Planning & Zoning Director Mr. Michael Albert spoke on the matter.
Proposed ordinance failed for lack of a majority by the following vote:

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

2015-0294 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from C-3 to M-1 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack G. Hoover.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Reported: P & Z Department Recommended: Denial
Planning Commission Recommended: Denial
Speakers: Ms. Phoebe Sellers Callos, Boutte
Mr. TuJack G. Hoover, Boutte
Mr. Greg Cellos, Boutte

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Wilson, to extend Mr. Callos' time an additional three minutes. The motion carried by the following vote:

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

Time Extended

Speakers: Mr. John David Fizou, Boutte
Public Hearing Requirements Satisfied

Council Discussion
Mr. Cellos spoke on the matter.
Mr. Hoover spoke on the matter.
Planning & Zoning Director Michael Albert spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yes: 5 - Lewis, Wilson, Tastet, Hogan and Fisher-Perrier
Nay: 3 - Benedetto, Cochran and Fletcher
Absent: 1 - Schexnaydre
Enactment No: 15-12-3

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2015-0255 An ordinance of the Parish of St. Charles, providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 19 Planning and Development, Article I, in General, Section 19-1. Planning and Zoning Commission, (b), to add term limits on Council appointments to the Planning and Zoning Commission.
Sponsors: Mr. Hogan
Reported: Councilman Hogan Recommended: Approval
Public Hearing Requirements Satisfied
Council Discussion

A motion was made by Councilmember Hogan, seconded by Councilmember Cochran, to Postpone Indefinitely File No. 2015-0255. The motion carried by the following vote:

Yes: 5 - Tastet, Benedetto, Hogan, Cochran and Fletcher
Nay: 3 - Lewis, Wilson and Fisher-Perrier
Absent: 1 - Schexnaydre
Postponed Indefinitely

2015-0417 An ordinance to approve and authorize the execution of a Cooperative Endorsement Agreement between St. Charles Parish and the ARC of St. Charles for the provision of services to individuals with intellectual and developmental disabilities.
Sponsors: Mr. St. Pierre Jr., Ms. Schexnaydre, Mr. Lewis, Mr. Wilson, Mrs. Tastet, Ms. Benedetto, Mr. Hogan, Mr. Cochran, Ms. Fletcher and Ms. Fisher-Perrier

Reported: Parish President Recommended: Approval
Councilwoman Schexnaydre Recommended: Approval
Councilman Lewis Recommended: Approval
Councilman Wilson Recommended: Approval
Councilwoman Tastet Recommended: Approval
Councilwoman Benedetto Recommended: Approval
Councilman Hogan Recommended: Approval
Councilman Cochran Recommended: Approval
Councilwoman Fletcher Recommended: Approval
Councilwoman Fisher-Perrier Recommended: Approval
Chief Administrative Officer Buddy Boe spoke on the matter.
Public Hearing Requirements Satisfied

Council Discussion
Mr. Boe spoke on the matter.
Amendment: To amend the proposed Cooperative Endorsement Agreement under "Section V, APPOINTMENT OF AD HOC MEMBER TO THE BOARD OF DIRECTORS" The St. Charles Parish Council shall appoint one ad hoc member, with a health professional background, to the Board of Directors for the Arc of St. Charles, and that appointee shall serve pursuant to the terms and conditions provided for in the governing documents of the Arc of St. Charles. "to read "The St. Charles Parish Council shall appoint one ad hoc member, with a health professional background, and an ex-officio member from the Parish Council, to the Board of Directors for the Arc of St. Charles, and that appointee shall serve pursuant to the terms and conditions provided for in the governing documents of the Arc of St. Charles."

Councilwoman Fisher-Perrier clarified the wording for the motion per Councilman Hogan's suggestion.
Amendment clarification: to amend the proposed Cooperative Endorsement Agreement under "Section V, APPOINTMENT OF AD HOC MEMBER TO THE BOARD OF DIRECTORS" to add "The St. Charles Parish Council shall appoint one ad hoc member, with a health professional background, and a non-voting ex-officio member from the Parish Council, to the Board of Directors for the Arc of St. Charles, and that appointee shall serve pursuant to the terms and conditions provided for in the governing documents of the Arc of St. Charles."

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Lewis, to Amend File No. 2015-0417. The motion carried by the following vote:

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

Further Council Discussion
Legal Services Director Leon C. Vial, III spoke on the matter.
Finance Director Grant Dussom spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

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

2015-0426

An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2016 through 2018 in accordance with the Parish Transportation Act.

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

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Lewis, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Schexnaydre
Enactment No: 15-12-5

2015-0427

An ordinance to amend the 2015 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

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

Chief Administrative Officer Buddy Boe spoke on the matter.

Amendment: to amend the 2015 Budget to remove \$30,000.00 from Special Revenue Funds - Road & Drainage - Drainage - Account Number 112-420206 - Operating Services - Professional Services to raise the sunken vessel Pretty Boy.

A motion was made by Councilmember Hogan, seconded by Councilmember Fletcher, to Amend File No. 2015-0427. The motion carried by the following vote:

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

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yes: 8 - Lewis, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Schexnaydre
Enactment No: 15-12-6

2015-0429

An ordinance to approve and authorize the execution of Change Order 1 for Parish Project No. P130101, Cousins Pump Station Discharge Pipe Replacement to increase the contract amount by \$54,000 and increase the time by forty (40) days.

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

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Lewis, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Schexnaydre
Enactment No: 15-12-7

2015-0430

An ordinance to approve and authorize the execution of an Engineering Services Contract with Design Engineering, Inc. for the design of Parish Project No. P140803, Easy Street Extension, Luling.

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

Council Discussion
Mr. Boe spoke on the matter.

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Hogan, to Table File No. 2015-0430. The motion carried by the following vote:

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

2015-0434

An ordinance to approve the resubdivision of two portions of Parcel H-1, Lots 1, 2, 3, 4, 5, 6, a portion of Lot 7, a portion of Lot 8 of Parcel G-1 of a subdivision of a portion of Tract No. 1 of Ormond Plantation Subdivision into lots herein designated as Lots 1-H, 2-H, 3-H, 4-H, 1-G, 2-G, 3-G & 4-G of a subdivision of a portion of Tract No. 1 of the Ormond Plantation Subdivision, Destrehan, Zoning District R-3, Council District 3, as requested by Jack Call III.

Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Reported: P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Speakers: Mr. Jack Call, III, Destrehan
Ms. Lynette Tamplin, Hahnville
Public Hearing Requirements Satisfied

Council Discussion
Mr. Call spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

2015-0435

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix A, Zoning Ordinance of 1981, Section III, Definitions, to eliminate a conflicting diagram and correct a typographical error.

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

VOTE ON THE PROPOSED ORDINANCE
Yes: 8 - Lewis, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Schexnaydre
Enactment No: 15-12-9

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

2015-0438

An ordinance to amend the St. Charles Parish Code of Ordinances Appendix A, Zoning Ordinance of 1981, Section VIII, A.5.c to clarify a 19' length for handicap parking stalls and Section VIII B and to delete a typographical error.

2015-0437
An ordinance to amend the St. Charles Parish Code of Ordinances Appendix A, Zoning Ordinance of 1981, Section VIII, C 1., Off-Street Loading Facilities, to clarify the applicability of the standards.

2015-0438
An ordinance to amend the St. Charles Parish Code of Ordinances Appendix A, Zoning Ordinance of 1981, Section XIV, Amendments item B, 1-3, to correct typographical errors and item C 1. to delete a conflicting sentence.

2015-0439
An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No. P140311, Killona Community Center to increase the contract amount by \$20,172.00.

2015-0440
An ordinance to approve and authorize the execution of Agreement between St. Charles Parish and Murray Architects, Inc. to provide design services for the District Attorney's Annex to be located on the Courthouse grounds.

2015-0441
An ordinance to approve and authorize the execution of Agreement between St. Charles Parish and Civil & Environmental Consulting Engineers, Danny J. Habert, P.E., LLC, to provide design services for the Veterans Memorial and Community Park Development in Luling.

2015-0442
An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No. FEMA-1603-DR-LA-0079, St. Charles Parish Animal Shelter Emergency Stand-By Generator to increase the contract time by fifty-six (56) days.

2015-0443
An ordinance to approve and authorize the Parish President to execute a perpetual Right-of-Way and Servitude Agreement on behalf of the Gravity Drainage District # 2 of St. Charles Parish as Grantor, in favor of Maurepas Pipeline, LLC as Grantee, across two (2) separate tracts of land in Section 6, Township 12 South, Range 8 East for the construction of one 12" VGO pipeline. Said tracts are more particularly described as Exhibit "A", and Exhibit "B" in the Right-of-Way and Servitude Agreement attached hereto and made a part hereof, from the Gravity Drainage District #2 of St. Charles Parish, as Grantor, to Maurepas Pipeline, LLC, as Grantee.

2015-0444
An ordinance to approve and authorize the execution of Lease Agreement between St. Charles Parish and the Sewerage & Water Board of New Orleans for the development of the St. Rose Community Park.

2015-0446
An ordinance approving and authorizing the execution of a Memorandum of Understanding and Donation by and between St. Charles Parish and Burge North America, Inc. (Burge).

2015-0447
An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix A, Section VI, Zoning District Criteria and Regulations, by adding Section K, Paul Mallard Road Overlay Zone.

2015-0447
An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix A, Section VI, Zoning District Criteria and Regulations, by adding Section K, Paul Mallard Road Overlay Zone.

2015-0448
An ordinance to approve and authorize the execution of Lease Agreement between St. Charles Parish and Marsh Investments LLC, to for the Westbank Boat Launch.

2015-0449
An ordinance to approve and authorize the execution of Agreement between St. Charles Parish and Linfield, Hunter, & Junius, Inc. to provide design services for the Westbank Boat Launch.

2015-0450
An ordinance approving and authorizing the execution of Change Order No. 1 (final) for the Renovations to the 3rd floor of the Courthouse Project to add ninety-two (92) additional days to the contract and increase the contract amount by \$53,230.10.

2015-0450
An ordinance approving and authorizing the execution of Change Order No. 1 (final) for the Renovations to the 3rd floor of the Courthouse Project to add ninety-two (92) additional days to the contract and increase the contract amount by \$53,230.10.

2015-0450
An ordinance approving and authorizing the execution of Change Order No. 1 (final) for the Renovations to the 3rd floor of the Courthouse Project to add ninety-two (92) additional days to the contract and increase the contract amount by \$53,230.10.

2015-0376
A resolution to authorize the Council Chairman to immediately take the steps needed to employ Special Legal Counsel to represent the St. Charles Parish Council in having a court of competent jurisdiction compel the Parish President to perform his legal obligation to enter into a contract, prior to December 31, 2015, to perform a budgeted task which he is legally obligated to do, to raise and dispose the sunken vessel "Pretty Boy" from the Scenic Waterway Bayou Des Allemands 1) immediately following the passing of two (2) working days after the receipt of an AG opinion if it is received prior to the end of the day on November 16, 2015 and it confirms that the spending of the budgeted funds is not gratuitous spending of public funds, since the Parish President has advised the Council at the October 19, 2015 council meeting that he will not lift the vessel even if the AG opines that the expenditure of the budgeted funds is legal, or 2) upon not receiving a fully executed contract by 4:00 pm, November 16, 2015 should the AG opinion not be received prior to 4:00 pm, November 16, 2015, whichever occurs sooner.

PERSONS TO ADDRESS THE COUNCIL
2015-0463
Mr. Abdul Rahim Kaplan: Taxi Cab permit live in Parish 13 years non-citizenship permanent resident of USA

RESOLUTIONS
2015-0424
A resolution to amend the Parish Council Rules by adding Rule 40: Resolution of Censure of the Parish President, so as to provide a means of censure.

2015-0461
A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for LA0073539 A139862 - Destrehan Wastewater Treatment Plant, and set forth the required action.

2015-0464
A resolution authorizing the St. Charles Parish President to sign annual applications for the Low Income Home Energy Assistance Program (LIHEAP) Contract with the Louisiana Housing Corporation (LHC).

2015-0465
Accept resignation of Mr. Thomas D. Lorio - St. Charles Parish Hospital Service District Board of Commissioners

2015-0466
A resolution to appoint a member to the Hospital Service District

ADJOURNMENT
A motion was made by Councilmember Benedetto, seconded by Councilmember Lewis, to adjourn the meeting at approximately 9:38 pm. The motion carried by the following vote:

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS
THE FOLLOWING ORDINANCES AND RESOLUTION ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD TUESDAY, JANUARY 12, 2016, 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.

2015-0468
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 16-1-1
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from R-1A/OL to R-1M/OL at a portion of Section 3 T12S-R20E and Section 20 T13S-R20E, 16279 River Road, Taft, as requested by Bayou Fleet Partnership, LLP.

2015-0469
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 16-1-2
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from R-1A to R-3 at Lot GV2X of Gassen Villa, 87 Mimosa Avenue, Luling, as requested by Mimosa Homes, Inc.

2015-0469
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 16-1-2
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change in land use zoning classification from R-1A to R-3 at Lot GV2X of Gassen Villa, 87 Mimosa Avenue, Luling, as requested by Mimosa Homes, Inc.

CHAIRMAN: Benedetto
SECRETARY: Fletcher
DLVO/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVES: [Signature]
PARISH PRESIDENT: [Signature]
RETUSECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

2015-0469
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 16-1-2
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from R-1A to R-3 at Lot GV2X of Gassen Villa, 87 Mimosa Avenue, Luling, as requested by Mimosa Homes, Inc.

reclassification from R-1A to R-3 at Lot GV2X of Gassen Villa, 87 Mimosa Avenue, Luling, as requested by Mimosa Homes, Inc.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE
ABSTAIN: GIBBS

And the ordinance was declared adopted this 12th day of January, 2016 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLERK/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: [Signature] REC'D BY: [Signature]

2015-0460
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(CHIEF ADMINISTRATIVE OFFICER)

ORDINANCE NO. 16-1-3

An ordinance to approve and authorize the execution of Department of the Army License No. DACW29-2-15-38 (Easement) to allow the continued use of the access road, up ramp, three bridges, and the parking lot at Fifth Street and the Bonnet Carre' Spillway Levee in Norco.

WHEREAS, said License was for a period of five (5) years which expired on November 20, 2013, and it is the intent of the Parish Council to approve said License for a term of 25 (twenty-five) years; and,
WHEREAS, it is the desire of the Parish Council to approve said License.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That License No. DACW29-2-15-38 for the access road, up ramp, single lane vehicle carrying bridge, two (2) pedestrian bridges and a parking area Fifth Street and the Bonnet Carre' Spillway in Norco is hereby approved.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 12th day of January, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLERK/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: [Signature] REC'D BY: [Signature]

DEPARTMENT OF THE ARMY
EASEMENT FOR ACCESS ROAD, UPRAMP, SINGLE LANE VEHICLE CARRYING BRIDGE, TWO (2) PEDESTRIAN BRIDGES AND PARKING AREA LOCATED IN BONNET CARRE SPILLWAY PROJECT TRACT NO. 120, SECTION 4, TOWNSHIP 12 SOUTH, RANGE 8 EAST ST CHARLES PARISH, LOUISIANA

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10, United States Code Section 2688, having found that the granting of this easement will not be against the public interest, hereby grants to ST. CHARLES PARISH DEPARTMENT OF PUBLIC WORKS, hereinafter referred to as the grantee, an easement for an access road, upramp, single lane vehicle carrying bridge, two (2) pedestrian bridges and parking area (approximately 20' X 600'), hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified in Exhibits A & B, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM
This easement is granted for a term of 25 years, beginning same date subject Easement No. DACW29-2-15-38 is executed, signed, and completed by the District Chief of Real Estate, New Orleans, Real Estate Region South Division, Real Estate Contracting Officer, but revocable at will by the Secretary.

2. CONSIDERATION
The consideration of this easement shall be the construction, operation and maintenance of the access road, upramp, single lane vehicle carrying bridge, two (2) pedestrian bridges and parking area for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. NOTICES
All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to ST. CHARLES PARISH DEPARTMENT OF PUBLIC WORKS, P. O. BOX 302, HAHNVILLE, LOUISIANA 70057, and if to the United States, to the District Engineer, Attention: New Orleans District Chief, Real Estate, US ARMY CORPS OF ENGINEERS, P.O. BOX 60287, NEW ORLEANS, LOUISIANA 70160-0287, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES
Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER
The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, New Orleans District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS
The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES
The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS
The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY
The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

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

11. TRANSFERS AND ASSIGNMENTS
Without the prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to benefit of the representatives, successors and assigns of the grantee.

12. OTHER AGENCY AGREEMENTS
It is understood that the provisions of the conditions on SUPERVISION BY THE DISTRICT ENGINEER and RIGHT TO ENTER above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

13. INDEMNITY
That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee, or the persons of grantee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of one of them arising from governmental activities on or in the vicinity of the said premises, and the grantee shall hold the United States harmless from any and all such claims.

14. SUBJECT TO EASEMENTS
This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

15. REQUIRED SERVICES
The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

16. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

17. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

18. SOIL AND WATER CONSERVATION

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

19. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

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

20. HISTORIC PRESERVATION

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

21. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d), the Age Discrimination Act of 1975 (42 U.S.C. § 6102), the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

22. RESTORATION

On or before the termination or revocation of this easement, the grantee shall, without expense to the United States and within such time as said officer may indicate, restore the premises to the satisfaction of said officer. In the event the grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

24. ENVIRONMENTAL CONDITION OF PROPERTY (added)

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

25. EXECUTIVE ORDER 13658

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions:

26. HOLD HARMLESS AND INDEMNIFICATION

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

THIS EASEMENT is not subject to Title 10, United States Code, Section 2652, as amended.
IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this ___ day of ___.

Witness: LINDA C. LABURE, New Orleans District Chief, Real Estate Region South Division, Real Estate Contracting Officer, U.S. Army Corps of Engineers, New Orleans District.
APPROVED AS TO LEGAL SUFFICIENCY: MARCO ROSAMONIO, ATTORNEY ADVISOR, U. S. Army Engineer District, New Orleans.

THIS EASEMENT is also executed by the grantee this ___ day of ___.

Witness: V. J. ST. PIERRE, JR., LARRY COCHRAN, Parish President.

2015-0467
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 16-1-4

An ordinance to approve and authorize the execution of a Construction Contract with Fleming Construction Company, LLC for Parish Project No. P130601, Sunset Pump Station Improvements, in the amount of \$862,735.00 which is the Base Bid.

WHEREAS, sealed bids were received by St Charles Parish November 16, 2015 in Project No. P130601, Sunset Pump Station Improvements, and;
WHEREAS, Evans-Graves Engineers Inc., the Engineer for the Project, has reviewed the bids and recommended that the contract be awarded to the low bidder Fleming Construction Company, LLC in the amount of \$862,735.00 which is the Base Bid; and,

WHEREAS, installation of this project generally comprises furnishing and installing two (2)-30" fresh water hydraulic pumps, drive units, and fuel tank or platforms in the intake of the Sunset Drainage Pumping Station, will associated piping. The Contract Work will be located generally in Bayou Gauche on the West Bank of St. Charles Parish, at the Sunset Pump Station located at coordinates 29° 47' 18.88" N and 90° 25' 45.72" W.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Fleming Construction Company, LLC for the construction of St. Charles Parish Project No. P130601, Sunset Pump Station Improvements, is hereby approved and accepted, in the amount of \$862,735.00.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 12th day of January, 2016 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLERK/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: [Signature] REC'D BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this ___ day of ___, 20___ by Fleming Construction Co., L.L.C. hereinafter called the "Contractor", whose business address is 23 E. Acadian Dr., Kenner, LA 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 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner.
1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Evans-Graves Engineers, Inc.
1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated October 2015, Addenda number(s) 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable) any Addenda thereto, impose duties and obligations upon the parties hereto, 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 abovementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
1.04 The Work is generally described as follows: furnishing and installing two (2)-30" fresh water hydraulic pumps, drive units, and fuel tank on platforms in the intake of the Sunset Drainage Pumping Station, with associated piping. The drive unit platform will be an elevated structure with structural steel on a concrete slab. The pump discharge will be under an existing roadway, over an existing levee, and over the discharge basin wall of the Sunset Pump Station. Other associated work involves excavation and backfill, hydro-seeding, installing riprap, and removing an existing damaged timber bulkhead.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within two hundred forty (240) 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 One Thousand Five 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 (even facts 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: Eight hundred sixty two thousand seven hundred thirty a) (\$862,735.00) five dollars & no cents 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, 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 1 inclusive)
h) Contract documents bearing the general title "Sunset Pump Station Improvements (St. Charles Parish Project P130601)" dated October 2015.
i) Drawings, consisting of a cover sheet dated October 2015 and the sheets listed on Drawing (see 1); each sheet bearing the following general title: "Sunset Pump Station Improvements (St. Charles Parish Project P130601)".
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, money that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

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

OWNER: Parish of St. Charles
CONTRACTOR:
By: [Signature]
Title: [Blank]
ATTEST:
By: [Signature]
Title: Human Resources

2015-0471
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF COMMUNITY SERVICES)

ORDINANCE NO. 16-1-6
An ordinance to approve and authorize the execution of an Intergovernmental Cooperative Endeavor Agreement with the Jefferson Parish Finance Authority to Implement the Home Mortgage Down Payment Assistance Program.

WHEREAS, Jefferson Parish Finance Authority provides home mortgage down payment assistance to qualified home buyers to make home ownership affordable; and,
WHEREAS, the St. Charles Parish Department of Community Services works to provide support to families throughout St. Charles Parish; and,

WHEREAS, St. Charles Parish recognizes Consortia as a vehicle for funding access in small communities; and,
WHEREAS, the Jefferson Parish Finance Authority is a public trust established for public purposes for the benefit of the State of Louisiana; and,

WHEREAS, it is in the best interest of St. Charles Parish to take advantage of this program for the benefit of the citizens of the parish.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Home Mortgage Down Payment Assistance program partnership between the Jefferson Parish Finance Authority and the Parish of St. Charles is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement and any and all documents necessary to continue said program on behalf of the Parish of St. Charles.

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

And the ordinance was declared adopted this 12th day of January, 2016 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 8:00p RECD BY: [Signature]

INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE JEFFERSON PARISH FINANCE AUTHORITY
AND
THE PARISH OF ST. CHARLES

This Cooperative Endeavor Agreement (the "Agreement") is entered into by and between the Jefferson Parish Finance Authority (the "Authority"), herein represented by Terry McCarthy, its Executive Director, duly authorized, and the Parish of St. Charles ("St. Charles Parish"), herein represented by Larry Cochran, its Parish President, who, in order to serve the public for purposes herein stated, declared.

WHEREAS, the Authority is a public trust established for public purposes for the benefit of the Parish of Jefferson, State of Louisiana (the "Beneficiary"), created pursuant to the provisions of the Louisiana Public Trust Act, Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 9:2341-2347, inclusive (the "Act"), and other constitutional and statutory authority supplemental thereto and by that certain Trust Indenture dated the 9th day of February, 1979 and all amendments thereto (the "Indenture"); and

WHEREAS, the Indenture empowers the Authority to promote, encourage and further the accomplishment of all activities which are or may have a public purpose, including, but not limited to, the development of safe, sanitary single family housing for the low and moderate income families of the Beneficiary, for projects authorized under the Act and the Indenture which shall be deemed an authorized public function under the provisions of the Act; and

WHEREAS, St. Charles Parish, a political subdivision of the State of Louisiana, is a home rule charter government, having all powers not denied by its charter or by general law or inconsistent with the constitution, including but not limited to the specific authority to exercise general police power, as well as to pass ordinances to promote, protect and preserve the general welfare, safety, health, peace and good order of the Parish of St. Charles; and

WHEREAS, St. Charles Parish is authorized by its home rule charter to enter into cooperative efforts with other governmental agencies for a public purpose; and

WHEREAS, St. Charles Parish also desires to promote and encourage safe, sanitary single family housing for its low and moderate income families; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 and Sections 9020 through 9037, inclusive, of Title 33 of the Louisiana Revised Statutes of 1950, as amended, authorize the State of Louisiana and its various local governmental subdivisions, political corporations, and public benefit corporations, to enter into cooperative endeavors for the purpose of engaging in or encouraging economic development; and

WHEREAS, the Authority and St. Charles Parish desire to enter into this Intergovernmental Cooperative Endeavor Agreement for the benefit of the citizens of both St. Charles Parish and the Beneficiary, for the purposes of allowing low to moderate income borrowers of St. Charles Parish to participate in the Authority's Southern Mortgage Assistance Program (the "Program") and for the Authority to earn an administrative fee in accordance with the terms of this Agreement; and

WHEREAS, the Program will be administered by the Authority on behalf of St. Charles Parish in accordance with the terms of this Agreement.

IT IS AGREED by and between the Jefferson Parish Finance Authority and the Parish President, acting as governing authority of the Parish of St. Charles, that the following Intergovernmental Cooperative Endeavor Agreement be and the same is hereby entered into:

1. TERM: The term of this Agreement shall commence on the date first above written, and shall continue on an ongoing basis. This Agreement may however, be terminated earlier by either party by providing thirty (30) days written notice to the other party of its desire to terminate.

2. PROGRAM TERMS:
(a) The Program shall be administered by the Authority on behalf of St. Charles Parish pursuant to the terms and conditions of that certain Mortgage Origination, Sale and Servicing Agreement by and among the Authority, Standard Mortgage Corporation ("Standard") and the various lenders approved for participation in the Program (as amended) (the "Origination Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit A, and that certain Mortgage Assistance Program Purchase Agreement by and among the Authority, Standard and GKB Mortgage Markets, LLC (as amended) (the "Purchase Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit B (the "Origination Agreement and the Purchase Agreement are hereafter collectively referred to as the "Program Documents").

(b) The Authority and St. Charles Parish will equally split any and all revenues generated by the Program upon settlement of the sale of the qualified GNMA Mortgage Backed Securities, all as more further described in the Program Documents (the "Revenues"). Any and all Revenues due to St. Charles Parish shall be remitted by the Authority to St. Charles Parish in the calendar month following settlement of the sale of the qualified GNMA Mortgage Backed Securities.

(c) The Authority will forward a report monthly to St. Charles Parish showing the status of all loans and, upon the sale of each loan in a mortgage certificate, the amount earned.

3. ADVERTISING AND MARKETING: In connection with its administration of the Program, the Authority shall actively market the Program in coordination with the designated representative(s) of St. Charles Parish. St. Charles Parish shall be responsible for and pay directly any and all costs associated with the advertising and/or marketing of the Program.

4. MUTUAL AND RECIPROCAL BENEFIT: The Authority and the Parish of St. Charles acknowledge and agree that the obligations and agreements of each are in consideration of the obligations and agreements of each other and are of mutual value.

5. ASSIGNMENT: Neither the Authority nor the Parish of St. Charles shall assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the other party.

6. AMENDMENT IN WRITING: Any alteration, variation, modification or waiver of provision of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

7. AUDIT CLAUSE: It is hereby agreed that the Legislative auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data records and accounts of the Authority which relate to this Agreement, upon request.

8. NOTICE: All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipt for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Jefferson Parish Finance Authority:
Terry McCarthy
Executive Director
Jefferson Parish Finance Authority
1221 Elmwood Park Blvd.
Suite 505
Harahan, LA 70123

Parish of St. Charles, State of Louisiana:
THUS DONE AND PASSED at Jefferson, Louisiana, on this _____ day of _____, 2016

JEFFERSON PARISH FINANCE AUTHORITY
By: Terry McCarthy, Executive Director

THUS DONE AND PASSED at St. Charles Parish, Louisiana, on this 14th day of January, 2016.

PARISH OF ST. CHARLES, STATE OF LOUISIANA
By: Larry Cochran, Parish President

2015-0473
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(GRANTS OFFICE)

ORDINANCE NO. 16-1-6
An ordinance to approve and authorize the execution of an Intergovernmental Agreement with the Coastal Protection and Restoration Authority Board for the Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project (State Project No. BA-01).

WHEREAS, St. Charles Parish executed DNR Cooperative Agreement No. 2512-99-0 with the Louisiana Department of Natural Resources for the Interim Operation and Maintenance of the Davis Pond Pump Station for the period of December 17, 1998, through May 31, 1999; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 99-4-4 on April 5 1999, which approved DNR Cooperative Agreement No. 2512-99-05 for the OMRR&R of the Davis Pond Freshwater Diversion Project and said Ordinance was amended via Ordinance No. 99-4-4 to extend the Agreement through January 31, 2006; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 05-12-9 which approved DNR Cooperative Agreement No. 2512-06-04 for the OMRR&R of the Davis Pond Freshwater Diversion Project for the period of February 1, 2006, through January 31, 2011; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 10-4-13 which approved DNR Cooperative Agreement No. 2512-10-03 for the continuation of the OMRR&R of said project for the period of February 1 2011, through January 31, 2016; and,

WHEREAS, it is the desire of the Parish and the Coastal Protection and Restoration Authority Board to enter into a new Agreement for the OMRR&R of said project for the period of February 1, 2016, through January 31, 2021.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Intergovernmental Agreement for State Project No. BA-01 between the Coastal Protection and Restoration Authority Board and St. Charles Parish is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Cooperative Agreement on behalf of St. Charles Parish.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 12th day of January, 2016 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 8:00p RECD BY: [Signature]

INTERGOVERNMENTAL AGREEMENT
BETWEEN
STATE OF LOUISIANA,
THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD
AND
ST. CHARLES PARISH
REGARDING

THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION OF THE DAVIS POND FRESHWATER DIVERSION PROJECT (BA-01)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is entered into and effective on February 1, 2016 by and between the State of Louisiana through the Coastal Protection and Restoration Authority Board, (hereinafter referred to as the "STATE") acting by and through the Chairman of the Board, Kyle R. "Chip" Kline, and the St. Charles Parish (hereinafter referred to as the "PARISH") represented by its duly authorized President, Lawrence H. Cochran, Jr.

WHEREAS, Article VIII, Section 14 of the Louisiana Constitution provides, in part, that "(f)or a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors with each other;" and

WHEREAS, pursuant to La. R.S. 49:214.5.2(A)(1), the Coastal Protection and Restoration Authority Board (the "Board") represents the State of Louisiana's position relative to the protection, conservation, enhancement, and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs and at La. R.S. 49:214.5.2(A)(7) the Board has the power and authority to enter into any contract with any political subdivision of the state for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal protection project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching the grants in whole or part, which may be necessary; and

WHEREAS, pursuant to La. R.S. 49:214.6.1, the Coastal Protection and Restoration Authority ("CPRA") is the implementation and enforcement arm of the Board and is directed by the policy set by the Board, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, CPRA shall administer the programs of the Board and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1, and, where appropriate, CPRA shall administer and implement the obligations undertaken by the Board pursuant to this Agreement; and

WHEREAS, the PARISH has the authority of a local political subdivision to enter into agreements with governmental bodies, such as the STATE, for the public welfare, health, safety and good order of its jurisdiction by virtue of the specific authority granted in its Ordinance annexed hereto and Article VII, Section 14 of the Louisiana Constitution; and

WHEREAS, the Parties desire to enter into this cooperative agreement for the purpose of performing the operations, maintenance, repair, replacement, and rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project in the vicinity of Luling, Louisiana ("Project"); and

WHEREAS, this Agreement will be mutually beneficial to the parties in the furtherance of their respective statutory purposes, duties, and authorities, and each party expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto; and

WHEREAS, the STATE and PARISH, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the parties through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the parties, and to facilitate the successful implementation of the Project as described herein; and

NOW, THEREFORE, in consideration of the parties' mutual undertakings herein and the purposes, duties, and authorities granted under La. R.S. 49:214.1 et seq., the constitution and general laws of the STATE of Louisiana, the parties hereto do hereby agree as follows:

ARTICLE I
PURPOSE AND IDENTIFICATION
A. Purpose:
The Purpose of this Agreement is to set forth the terms, conditions, and responsibilities to be performed by the PARISH and the STATE in the continuing operation, maintenance, repair, replacement, and rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project. An Operation Manual and a Water Control Plan have been prepared by the United States Army Corps of Engineers (USACE), which shall serve as the primary OMRR&R guidance for the Project.

B. Identification:
For the purpose of administration, identification and record keeping, State Project Number BA-01 is assigned to this Project. This number will be used to identify all project costs.

ARTICLE II
PROJECT DESCRIPTION
The Davis Pond Freshwater Diversion Project became operational in 2001. It is designed to introduce freshwater, nutrients, and generally fine sediments into the marshes of the Barataria Basin in St. Charles, Jefferson, Lafourche and Plaquemines Parishes. The Project is located at Mile 118.4 Above Head of Passes on the right descending bank of the Mississippi River. The Project consists of four 14 foot x 14 foot box culverts with corresponding inflow and outflow channels, guide levees, a 570 cubic foot per second pumping station and a ponding area of approximately 9,311 acres, bounded along the north shore of Lake Cataouatche by a gabion shoreline protection approximately 9,425 feet long. The inflow channel has a length of approximately 535 feet and a bottom width of approximately 85 feet. The outflow channel has a length of approximately 11,043 feet, a bottom width of approximately 120 feet, and a water depth of approximately 20 feet at maximum flow.

The STATE and the U.S. Army Corps of Engineers (USACE) have entered into the Davis Pond Project Cooperative Agreement (DPPCA) for the Davis Pond Freshwater Diversion Feature, and are providing financial and technical support for operating the Davis Pond Project. While the STATE is the local, non-federal sponsor responsible for OMRR&R for the Project pursuant to the DPPCA with USACE, the STATE is contracting with the PARISH, through this Agreement, to perform the Project OMRR&R in accordance with the terms and conditions set forth herein. The proper operation, maintenance, and monitoring associated with the Project is essential in achieving the long-term benefits envisioned and prescribed in the Davis Pond General Design Memorandum (GDM) No. 1, prepared by the USACE.

The scope of the work for the project is provided in Article IV, and shall include:

- 1. OMRR&R of the Davis Pond Freshwater Diversion Structure;
2. OMRR&R of the Davis Pond Drainage Pump Station; and
3. OMRR&R of the East and West Guide Levees which bound the Davis Pond Freshwater Diversion Project outflow channel and ponding area.

ARTICLE III
PROJECT FUNDING

This Project includes a total maximum cost of \$3,602,738.00 for the term of this Agreement, but shall be cost-shared between the parties and administered as follows:

A. The STATE, through CPRA, shall provide to the PARISH, a maximum of \$3,602,738.00 from its Trust fund. The funding will be provided on a Time and Materials basis to the PARISH as a reimbursement based upon submittal and approval of invoices and deliverables as set forth more fully in Articles III, IV, and V herein, and in accordance with all other terms and conditions of this Agreement. The Project budget estimate is provided in Attachment A, which is attached hereto and incorporated herein. This is intended to be an estimate; actual quantities shall be billed as incurred not to exceed the maximum Project cost as specified herein.

B. If at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds 100% cost of that particular funding category as set forth in this Paragraph and in Attachment A, all work in that particular category shall cease. The Parties may agree to increase the cost of completing that particular category by transferring funds from one category to the other but only if such increase does not cause any funding to exceed the maximum Project cost. Such agreement regarding transferring funds from one category to another shall be made by letter agreement confirmed by the mutual written approval of the Parties. Work on that particular category shall thereafter resume.

C. All funding expended for this Project shall be used for the purposes stated herein, in accordance with constitutional and statutory restrictions on the use of State funds for public purposes, and shall be used in strict accord with all applicable state statutes, laws, rules and regulations. The use of Project funding shall at all times be consistent with sound engineering principles and practices as may be directed and defined by the CPRA Engineering Division. All funding shall be subject to Article XVI, entitled, "Fiscal Funding Clause."

D. The PARISH acknowledges that any State funds not used in accordance with the terms and conditions of this Agreement and state and federal law shall be reimbursed to the STATE and/or the State Treasury, and that any cost and expense in excess of the total maximum Project cost, as agreed to by the STATE and set forth herein, shall be the sole responsibility of the PARISH.

ARTICLE IV
SCOPE AND PROJECT RESPONSIBILITY

A. Project Tasks
The STATE, through CPRA, or its agent will perform the following:

- 1. Develop the Intergovernmental Agreement for reimbursement to the PARISH (\$3,602,738.00 total maximum Project cost).
2. Provide funding on a reimbursable basis for OMRR&R of the Project.
3. Provide appropriate personnel for consultation as required.
4. Provide access to relevant materials required in the performance of the work.
5. Provide any progress schedules/work directives as may be necessary to facilitate the Project.

The PARISH, or its agent, will perform the following:

- 1. Maintenance and operation of the Project in accordance with the instructions stipulated by the OMRR&R Manual, the Water Control Plan, the Annual Project Operations Plan, and the CPRA Structure Operations Coordinator (Project Manager).
2. Provide all necessary supplies, personnel and equipment to ensure that the outflow channel and guide levees are regularly maintained to as-built specifications. Major repairs, replacement and rehabilitation of the outflow channel and guide levees may be performed provided funding is allocated and work is mutually agreed upon by the STATE and the PARISH.
3. Perform maintenance continually and on an as-needed basis throughout the term of this Agreement, in accordance with all manufacturer-recommended maintenance schedules, and as may be dictated by the growing seasons, or as may be directed by any progress/work schedules set by CPRA. This shall include but not be limited to:
- Grass cutting;
- Weed and aquatic weed control;
- Painting of equipment and metal elements;
- Lubrication and routine mechanical upkeep of all moving parts on the structure and emergency gate closure panels;
- Maintenance and operation of the drainage pumping station;
- Keeping all equipment in regularly maintained and in working order;
- Storage, transportation, and utilization of portable generating equipment maintained in an emergency-ready mode.
- Keeping all signs at the Freshwater Diversion Structure, the Drainage Pump Station, and the East and West Guide Levees in readable condition and replacing any signage destroyed, defaced, or removed by vandals.

- 4. In accordance with the Water Control Plan, the PARISH shall check the diversion structure gauges twice daily, operate the structure as may be directed by CPRA, and provide no less than a one (1) hour response time in the case of an emergency closure.
5. Oversight of contracted work to perform maintenance tasks listed above.
6. Receive, approve, and pay invoices from consultants/vendors on a timely basis and in accordance with all applicable state, federal, and local laws.
7. Submit invoices, certified, to CPRA for reimbursement.
8. Deliverables - The PARISH shall provide to the STATE, through CPRA, the following:

- n. Copies of all detailed monthly invoices;
b. Monthly Monitoring reports (attached hereto and incorporated herein as Attachment B) which documents monthly and total costs for the Project, along with the following:
i. Operational and Maintenance Summary Report (the format of this report shall be mutually agreed upon by the STATE and the PARISH), and any other documents, photographs, plans, drawings, maps, schematics, reports or any other materials relating to the Project;
ii. Monthly On-site Project equipment inventory, usage, and maintenance report (the format of this report shall be mutually agreed upon by the STATE and the PARISH);
iii. Monthly contracted services summary;
iv. PARISH owned equipment usage summary;
v. Purchase Request Approval Form for all Equipment Acquisitions and Equipment Contractual Services over \$5,000.00 (the format of this report shall be mutually agreed upon by the STATE and the PARISH).

9. The PARISH shall adhere to all applicable State funding guidelines, as well as to all terms and conditions of this Agreement.

B. Public Bid
When an OMRR&R work item/task is of a scope and magnitude that is beyond the capabilities of the PARISH, the work may be procured in accordance with state law. In such a case, the PARISH shall advertise and receive bids for such work in accordance with the Public Bid Laws of the State of Louisiana, and generally as follows:

- 1. Written authorization must be obtained from the STATE, through CPRA prior to advertising the Project or any phase thereof for bids. The PARISH shall submit a copy of the complete package of bid documents with its written request for authority to advertise.
2. The PARISH will solicit bids for the services, labor and materials needed to construct the Project in accordance with the Public Bid Laws of the State, including, but not limited to La. R.S. 38:2211, et seq. and as applicable to political subdivisions of the State.
3. The PARISH shall solicit bids utilizing the Louisiana Uniform Public Work Bid Form applicable to most state agencies and all political subdivisions as mandated by La. R.S. 38:2211, et seq. and as promulgated by the Louisiana Division of Administration and located in Title 34 of the Louisiana Administrative Code.
4. After receipt of bids and before award of the contract, the PARISH shall submit to the STATE, through CPRA, copies of the three (3) lowest bidder's proposals and proof of advertising. The PARISH's submittal shall include: proof of publication of advertisement for bids; bid tabulation form certified by the engineer and the contracting agency; bid proposals and bid bonds of the three (3) lowest bidders and proposed notice of Award of Contract.
5. After receiving comments from the CPRA, the PARISH may then award and execute the construction contract and will submit to the CPRA copies of the notice of Award of Contract, executed Contract and Performance/Payment bond(s).
6. The Contract and bonds shall be recorded in Clerk of Court office(s) for the parish or parishes where the work is to be performed. Proof of recordation of the Contract and bonds shall be submitted to the STATE, through CPRA, along with a copy of the Notice to Proceed. Once those items have been submitted to the CPRA, the PARISH shall adopt a Resolution Certifying Compliance with the Public Bid Law and the requirements of La. R.S. 38:2211, et seq. and send a certified copy of the resolution to the CPRA.

During the construction period, the PARISH or its agent will document Project construction with monthly status reports that summarize the progress of construction, identify any potential or actual problems associated with compliance with the construction contract, and describe any field changes or change orders. The BOARD, through CPRA shall receive copies of these reports by the 10th calendar day of each month and be invited to construction meetings. The PARISH will immediately notify CPRA of any construction delays or specific environmental concerns.

The PARISH or its agent will arrange for and conduct final inspection of the completed works or improvement. Such inspection shall be made in conjunction with CPRA, if requested to do so. The PARISH will provide CPRA with a certified engineer's approval of the final project inspection upon project completion, as well as a Construction Completion Report, including as-built drawings, within two months of final inspection, if requested.

The work for this Project shall be performed in accordance with Attachment A and all Engineering Design Documents, Plans, and Specifications shall be prepared according to sound engineering principles and practices as directed and defined by the STATE, through the CPRA Engineering Division. These documents shall be prepared by or under the direct supervision of a professional engineer licensed in the discipline of civil engineering and registered in the State of Louisiana in accordance with Louisiana Revised Statutes Titles 37 and 46, regarding Professional and Occupational Standards, as governed by the Louisiana Professional Engineering and Land Surveying Board.

ARTICLE V
DELIVERABLES
The PARISH shall provide to the STATE, a copy of an Ordinance passed by its Board authorizing its execution of this Agreement.

The STATE shall submit to the PARISH a copy of any final documents produced in connection with the performance of the work outlined herein, including but not limited to, surveys, test results, land rights documents, design documents, plans, and specifications generated for the Project and cost shared by the PARISH in accordance with this Agreement.

The PARISH shall also submit to the STATE all other deliverables as are specified in Article IV, Section 8.

ARTICLE VI PAYMENT

All costs incurred by the PARISH on or after February 1, 2016, which are directly related to implementation of the work described herein, will be eligible for reimbursement in accordance with established guidelines.

The PARISH will be reimbursed 100%, subject to the terms and conditions set forth herein and in accordance with Article XII of the DPPCA. The estimated personnel rates are included in the attached rate schedule provided in the Project Budget Estimate (Attachment A).

The PARISH shall pay all consultant/contractor/vendor invoices and the STATE through CPRA, shall reimburse the PARISH for its payments to the consultant/contractor/vendor as follows:

- A. Prior to reimbursement, the PARISH shall render detailed monthly invoices for payment of work performed, including a summary of the type of work, total value of the work performed, and the costs incurred.
B. Invoices shall be certified by the PARISH's consultant/contractor and another properly designated official representing the PARISH as being correct and in compliance with the plans and specifications.
C. All invoices shall be subject to verification, adjustment and/or settlement as a result of any audit referenced in Articles VI or XVII of this Agreement.
D. Subject to any other terms of this Agreement, in no case shall the sum total of payments made by the BOARD to the PARISH exceed \$3,602,738.00 for the initial term of this AGREEMENT.

The costs of all necessary personnel needed to properly maintain and operate the project shall be paid based on actual rates, which will be adjusted annually. The adjusted annual rates shall be submitted in accordance with Article XIII. The estimated personnel rates are included in the attached rate schedule provided in the Project Budget Estimate (Attachment A).

The PARISH shall implement and adhere to accounting procedures to assure that reimbursable costs are allowable, reasonable, allocable, and in compliance with USACE standards for in-kind project expense credit.

Reimbursement will be limited to satisfactory verification that these OMRR&R costs are allowable, reasonable, and allocable. Methods of verification are as stipulated in Articles VIII and XII of the DPPCA (Attachment C). All payments shall be subject to verification, adjustment and/or settlement as a result of any audit referenced herein.

The participation by the STATE in the Project shall in no way be construed to make the STATE a party to any contract between the PARISH and its contractor(s).

ARTICLE VII RECORD KEEPING, REPORTING AND AUDITS

The contract monitor for this Agreement is the Project Manager designated for the Project by the STATE. The Project Manager for this Project shall be Mr. David Chambers, P.E., P.L.S., or his designee. The STATE shall provide the PARISH notice of any changes to the designated Project Manager within seven (7) days of any such change.

The Project Manager shall maintain a file relative to the necessary acquisition of services, labor and materials needed to complete the Project. Likewise, the PARISH shall maintain a procurement file relative to the necessary acquisition of services, labor, and materials needed to complete the Project that will be subject to review by the STATE at any time and upon request.

The PARISH shall maintain all documents, papers, field books, accounting records, appropriate financial records and other evidence pertaining to costs incurred for the Project and shall make such materials available for inspection at all reasonable times during the contract period and for a five (5) year period from the date of reimbursement under the Project for inspection by the STATE, the Inspector General, and/or the Legislative Auditor, however, prior to disposal of any project data for the Project, the PARISH shall obtain prior written approval from the STATE, through CPRA.

Each party acknowledges and agrees that the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor, Division of Administration, and the Office of the Inspector General shall have the authority to audit all records and accounts of the STATE and the PARISH which relate to this Agreement, and those of any subcontractors which relate to this Agreement. Any audit shall be performed in accordance with R.S. 24:513 et seq.

The STATE and the PARISH, and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement.

The purpose of submission of documentation by STATE to the PARISH, or by the PARISH to the STATE as required by this Agreement is to verify that such documentation is being produced, to provide evidence of the progress of the Project, and to verify that the expenditure of Project funds occurs in accordance with the terms of this Agreement. The STATE assumes no responsibility to provide extensive document review for any documents received by PARISH or to determine the completeness or accuracy of any such documentation.

ARTICLE VIII TERMINATION FOR CAUSE

The STATE may terminate this Agreement for cause based upon the failure of PARISH to comply with the terms and/or conditions of the Agreement; provided that the STATE shall give the PARISH written notice specifying the PARISH'S failure. If within thirty (30) days after receipt of such notice, the PARISH shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the STATE may, at its option, place the PARISH in default and the Agreement may terminate on the date specified in such notice.

The PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the STATE to comply with the terms and conditions of this Agreement; provided that the PARISH shall give the STATE written notice specifying the STATE'S failure and providing a reasonable opportunity for the STATE to cure the defect.

In the event that either party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

ARTICLE IX TERMINATION FOR CONVENIENCE

The STATE may terminate this Agreement at any time by giving thirty (30) days written notice to the PARISH. The PARISH may likewise terminate this Agreement at any time by giving thirty (30) days written notice to the STATE. The PARISH shall be entitled to reimbursement for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination and any costs or expenses the PARISH incurs which are directly associated with the termination, modification, or change of any underlying engineering and/or consultant contracts for the Project.

In the event that either party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

ARTICLE X NON-DISCRIMINATION CLAUSE

The Parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and the requirements of the Americans with Disabilities Act of 1990, the Davis-Bacon Act (40 USC 276a et seq.), and the Federal Funding Accountability and Transparency (FFATA) (https://www.ffata.gov).

The Parties agree not to discriminate in employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by either Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

ARTICLE XI COMPLIANCE WITH FEDERAL LAW

The Parties agree to comply with any applicable federal labor laws covering non-Federal construction, which may include but are not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a et seq.). The Parties further agree, in the case of any equipment and/or product authorized to be purchased under this Agreement, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c), if and as applicable.

ARTICLE XII HOLD HARMLESS AND INDEMNITY

The PARISH shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, subcontractors, and other persons under its control, and shall fully indemnify and hold the STATE and its successors, officers, directors,

assigns, agents, representatives, employees, partners, subcontractors, and other persons under its control, harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by the negligence, failure to act or legal fault of the PARISH, its successors, officers, directors, assigns, agents, representatives, employees, partners, subcontractors, and other persons under its control, without limitation, except that the PARISH shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of the STATE, and its successors, officers, directors, assigns, agents, representatives, employees, partners, subcontractors, and other persons under its control.

No Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties herein.

The obligations under this Section shall survive termination or expiration of this Agreement for any reason.

ARTICLE XIII AMENDMENTS

Notwithstanding any other provision herein, the Parties agree that any change to this Agreement shall require a written amendment, mutually agreed upon and signed by both Parties. The terms and conditions contained in this Agreement may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all parties hereto and, if applicable, approved by the Division of Administration, Office of State Procurement.

ARTICLE XIV OWNERSHIP

All records, reports, documents and other material delivered or transmitted to the PARISH by the STATE shall remain the property of the STATE and shall be returned by the PARISH to the STATE at the PARISH'S expense at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the PARISH in connection with performance of the services contracted for herein shall be the property of the PARISH, and shall be retained in accordance with the terms of this Agreement.

ARTICLE XV ASSIGNMENT

The PARISH shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, subrogation or novation), without prior written consent of the STATE, provided however, that claims for money due or to become due to the PARISH from the STATE may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the STATE.

ARTICLE XVI FISCAL FUNDING CLAUSE

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Louisiana Legislature. If the Louisiana Legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if the allocation is rescinded or reduced by the State or the Federal government in case of an emergency, or the appropriation is reduced by veto of the Governor or by any other means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are rescinded, reduced, or not appropriated.

ARTICLE XVII CERTIFICATION OF DEBARMENT / SUSPENSION STATUS

All Parties certify with their execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the Federal Government, or in receipt of notice of proposed debarment or suspension. PARISH further certifies with its execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All Parties agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. The Parties further agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All Parties agree to provide immediate notice to the other party in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) associated with the Project being suspended, debarred or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement. The PARISH further agrees to provide immediate notice to the STATE in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement.

Upon notice of suspension, debarment, or declaration that either party and/or its consultant(s), contractor(s) and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government, either prior to or after execution of this Agreement, each party reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article VIII in this Agreement, or take such other action it deems appropriate under this Agreement. Upon notice of suspension, debarment, or declaration that the PARISH and/or its consultant(s), contractor(s), and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the State of Louisiana, either prior to or after execution of this Agreement, the STATE further reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article VIII in this Agreement, or to take such other action it deems appropriate under this Agreement.

ARTICLE XVIII NO THIRD PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement as indicated herein or by operation of law.

ARTICLE XIX RELATIONSHIP OF PARTIES

- A. In the exercise of their respective rights and obligations under this Agreement, the PARISH and the STATE each act in an independent capacity, and no party is to be considered the officer, agent, or employee of the other, unless otherwise provided by law.
B. In the exercise of its rights and obligations under this Agreement, no party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.
C. The participation by STATE in the Project shall in no way be construed to make the STATE a party to any contract between the PARISH, its consultant(s), contractor(s) and/or subcontractor(s) or between the STATE and any third party. The participation by the PARISH in the Project shall in no way be construed to make PARISH a party to any contract between the STATE and/or either's consultant(s), contractor(s) and/or subcontractor(s), or any third party.

ARTICLE XX DISPUTES

Before any party to this Agreement may bring suit in any court concerning any issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

ARTICLE XXI DESIGNATION OF POINTS OF CONTACT

The parties designate the following persons to be their official contacts in relation to this Agreement. Any party may change its contact person upon written notice to the other party. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given, if in writing and delivered personally or sent by registered or certified mail as follows:

If to ST. CHARLES PARISH:

Lawrence H. Cochran, Jr.
St. Charles Parish President
Post Office Box 302
Hahnville, LA 70057
Phone: (985) 783-5000
Fax: 337-369-7424

If to the CPRA BOARD:

Kyle R. "Chip" Kline
Chairman
Capitol Annex - State of Louisiana
P.O. Box 44027
Baton Rouge, LA 70804-4027
225-342-7669

If to CPRA:

Kyle Graham
Executive Director

Coastal Protection and Restoration Authority
Post Office Box 44027
Baton Rouge, LA 70804-4027
225-342-4683

ARTICLE XXII EFFECTIVE DATE / DURATION

This Agreement shall be effective for a period of five (5) years, commencing on February 1, 2016 and terminating on January 31, 2021, unless otherwise terminated or amended by written mutual agreement of all parties or in accordance with the terms herein.

This Agreement may be executed in multiple originals.

THUS DONE, PASSED, AND SIGNED on the dates indicated below before the below-named notary and competent witnesses.

ST CHARLES PARISH COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD

BY: Lawrence H. Cochran, Jr., President BY: Kyle R. "Chip" Kline, Jr., Chairman

DATE: DATE:

72-6001208
(Parish's Federal Identification Number)

WITNESSES: WITNESSES:

Signature Signature

Print Name Print Name

Signature Signature

Print Name Print Name

Davis Pond Freshwater Diversion OMRR&R Budget Estimate
Feb. 1, 2016 - Jan. 31, 2021

Table with columns: YEAR (2017, 2018, 2019, 2020, 2021), BUDGET CATEGORY (ADMINISTRATIVE CONTINGENCY, EQUIPMENT, OPERATIONS & MAINTENANCE PERSONNEL, SUPPLIES & MATERIALS), and AGREEMENT TOTAL. Total amount: \$3,602,738.

2015-0470
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)

ORDINANCE NO. 16-1-7
An ordinance to revoke and abandon a portion Rue Landry right of way in front of Lot 49, Riverbend Estates (Phase I) Subdivision (240 Rue Landry) and a resubdivision of Lot 49, Riverbend Estates (Phase I) Subdivision into Lot 49-A, St. Rose, St. Charles Parish, LA in favor of the abutting property owner.

- WHEREAS, Riverbend Estates (Phase I) was approved in 2002 with the right-of-way for Rue Landry ending at a cul-de-sac in front of Lot 49, and,
WHEREAS, a 10-foot wide utility servitude was aligned beside said right-of-way, and,
WHEREAS, in 2005, as part of the construction of Riverbend Estates Phase II, the cul-de-sac curve was changed to a street corner to intersect an extension of Wagon Train Lane to Riverbend Estates Phase II, and,
WHEREAS, the parish right-of-way, 10-foot utility servitude, and underground installations were not relocated accordingly; and,
WHEREAS, the owner of Lot 49 desires St. Charles Parish to revoke the current cul-de-sac right-of-way and relocate it as indicated on a survey by Lucien C Gassen PLS, dated November 12, 2015; and,
WHEREAS, the 10-foot utility servitude is indicated on said survey to align and abut with said right-of-way; and,
WHEREAS, the St. Charles Parish Council wishes to revoke said property pursuant to Chapter 2 Section 2-4 of the Code of Ordinances; and,
WHEREAS, said revoked right-of-way will be subdivided with Lot 49, Riverbend Estates (Phase I) Subdivision to create Lot 49-A, Riverbend Estates (Phase I) Subdivision; and,
WHEREAS, the St. Charles Parish Council has approved the Act of Revocation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the portion of right-of-way fronting Lot 49, originally shown on the plat titled "Final Plat Riverbend Estates" by Krebs, LaSalle, LeMieux Consultants, Inc., dated April 8, 2003 is hereby revoked.
SECTION II. That portion of ground on which said right-of-way portion is situated is subdivided with Lot 49, Riverbend Estates (Phase I) Subdivision to create Lot 49-A, as indicated on a survey by Lucien C Gassen PLS, dated November 12, 2015
SECTION III. That the Parish President is hereby authorized to execute the attached Act of Revocation in favor of adjacent property owners as further shown a said survey by Lucien Gassen, PLS.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE
ABSTAIN: GIBBS
And the ordinance was declared adopted this 12th day of January, 2016, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature]
RETROSECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

ACT OF PARTIAL REVOCATION UNITED STATES OF AMERICA
BY: ST. CHARLES PARISH STATE OF LOUISIANA
OF: A PORTION OF RIGHT-OF-WAY OF RUE LANDRY CUL-DU-SAC PARISH OF ST. CHARLES

BE IT KNOWN, that on this ___ day of _____, in the year of Our Lord Two Thousand and Sixteen (2016),

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

ST. CHARLES PARISH, herein appearing by and through Larry Cochran, Parish President, duly authorized by virtue of Ordinance No. 16-1-7 of the St. Charles Parish Council adopted on January 12, 2016, a certified copy of which is annexed hereto and made part hereof,

APPEARER declared unto me, Notary, as follows: that by Ordinance No. 03-4-25 recorded on April 21, 2003, in COB 295, Folio 618, Entry No. 279252 of the official records of St. Charles Parish, the residential development by R Bend Estates, LLC (the "Developer"), known as RIVERBEND ESTATES, PHASE I was approved and the streets and public servitudes associated therewith were dedicated to the Parish of St. Charles.

Included within said dedication was a portion of ground forming a right-of-way for a temporary cul-du-sac for Rue Landry and utilities and fronting at Lot 49, Riverbend Estates, Phase I as shown on the approved Final Plat, dated April 8, 2003. The Property was dedicated by the Developer to St. Charles Parish as Rue Landry as a portion of the cul-du-sac turned in a southwestward direction to an extension of Wagon Train Lane in Bar None Ranch Estates Subdivision.

The Developer subsequently developed Riverbend Estates Phase II that is accessed by a northeastward extension of Wagon Train Lane along the side lot line of Lot 49 Riverbend Estates and reconfigured the cul-du-sac at Rue Landry into a "T"-intersection without Parish approval. Because the Property serves no public function whatsoever, the current owners of Lot 49 have requested the Parish of St. Charles to revoke the dedication of the portion of Parish Right-of-way as denoted on survey of resubdivision entitled "Resubdivision of Lot 49 and a Portion of Parish Right-Of-Way to Be Revoked Riverbend Estates into Lot 49-A in Section 43, T12S-R9E & Section 38, T13S-R9E, St. Charles Parish, Louisiana" by Lucien C. Gassen, PLS, dated November 12, 2015 (attached hereto). Because it has been determined by the St. Charles Parish Council that the Property in question serves no public purposes whatsoever and that it is in the best interest of St. Charles Parish to revoke the dedication of the Property from the defined boundaries of Rue Landry in accordance with La. R. S. 48:701:

NOW THEREFORE, ST. CHARLES PARISH, herein appearing by and through Larry Cochran, Parish President, duly authorized by virtue of Ordinance No. 16-1-7

of the St. Charles Parish Council adopted on Jan. 12, 2016, a certified copy of which is annexed hereto and made part hereof, does hereby revoke the dedication of the portion of Right-of-way from the defined boundaries of Rue Landry without any warranty whatsoever, but with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have, the said St. Charles Parish does hereby convey, transfer, assign, set over, abandon and quitclaim all of its rights, title and interests in and to the following described portion of the Right-of-Way as denoted on survey of resubdivision entitled "Resubdivision of Lot 49 and a Portion of Parish Right-Of-Way to Be Revoked Riverbend Estates into Lot 49-A in Section 43, T12S-R9E & Section 38, T13S-R9E, St. Charles Parish, Louisiana" by Lucien C. Gassen, PLS, dated November 12, 2015 to Troy Raymond Waguespack and Toni Lynn Migliore Waguespack as the current owners of Lot 49 Riverbend Estates Phase I, all in accordance with and as directed by the provisions of La. R. S. 48:701:

TO HAVE AND TO HOLD the above described property unto the said Troy Raymond Waguespack and Toni Lynn Migliore Waguespack as the current owners of Lot 49 Riverbend Estates Phase I, appearing herein to accept the transfer to them of their respective interest in the Property for themselves, their heirs, successors, and assigns forever, and to acknowledge due delivery and possession thereof. The Property is currently tax exempt. Troy Raymond Waguespack and Toni Lynn Migliore Waguespack as the current owners of Lot 49 Riverbend Estates Phase I assume any taxes to be levied on that portion of the Property conveyed to them pursuant to this Act of Revocation.

ST. CHARLES PARISH, herein further appearing by and through Larry Cochran, Parish President, duly authorized by virtue of Ordinance No. 16-1-7 of the St. Charles Parish Council adopted on Jan. 12, 2016, a certified copy of which is annexed hereto and made part hereof, does hereby also revoke the dedication of that certain Right-of-Way as denoted on survey of resubdivision entitled "Resubdivision of Lot 49 and a Portion of Parish Right-Of-Way to Be Revoked Riverbend Estates into Lot 49-A in Section 43, T12S-R9E & Section 38, T13S-R9E, St. Charles Parish, Louisiana" by Lucien C. Gassen, PLS, dated November 12, 2015, because said portion of Right-of-way serves no public function whatsoever.

THUS DONE AND PASSED, in multiple originals, in my office, the undersigned Notary Public in and for the State of Louisiana, Parish of St. Charles, on the day, month and year herein first above written in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

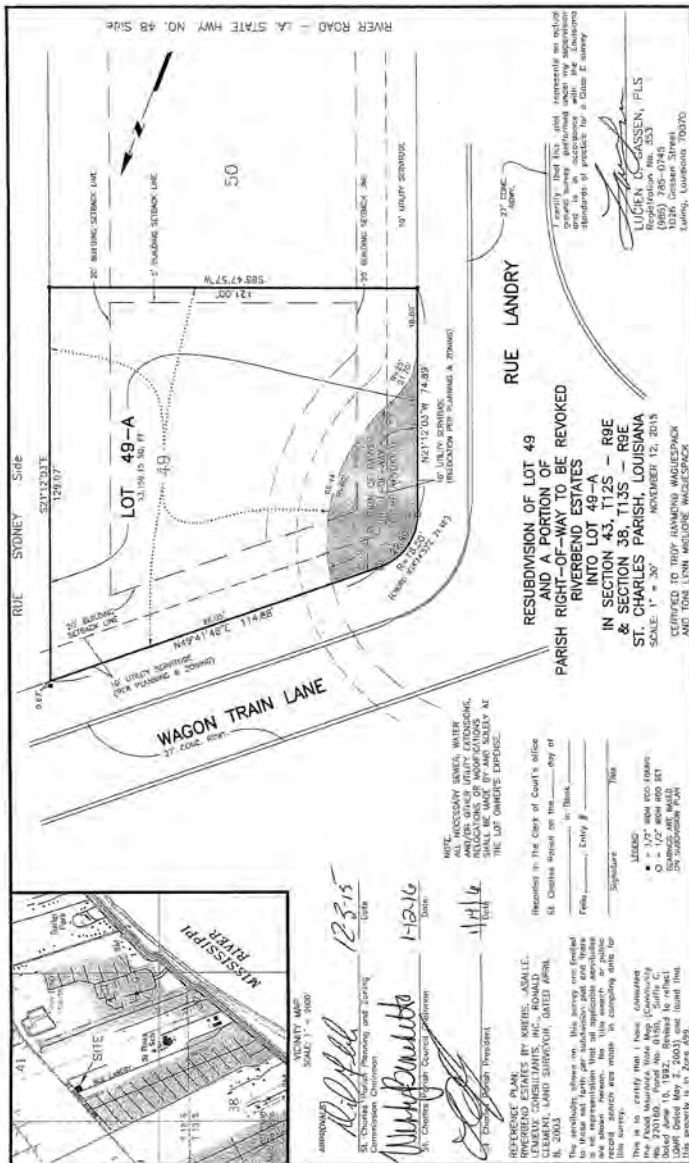
WITNESSES: ST. CHARLES PARISH
Printed Name: BY: LARRY COCHRAN ITS: PRESIDENT

NOTARY PUBLIC
Printed name: Notary/Bar No.

THUS DONE AND PASSED, in multiple originals, in my office, the undersigned Notary Public in and for the State of Louisiana, Parish of St. Charles, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES: OWNERS OF LOT 49
Printed Name: Troy Raymond Waguespack
Printed Name: Toni Lynn Migliore Waguespack

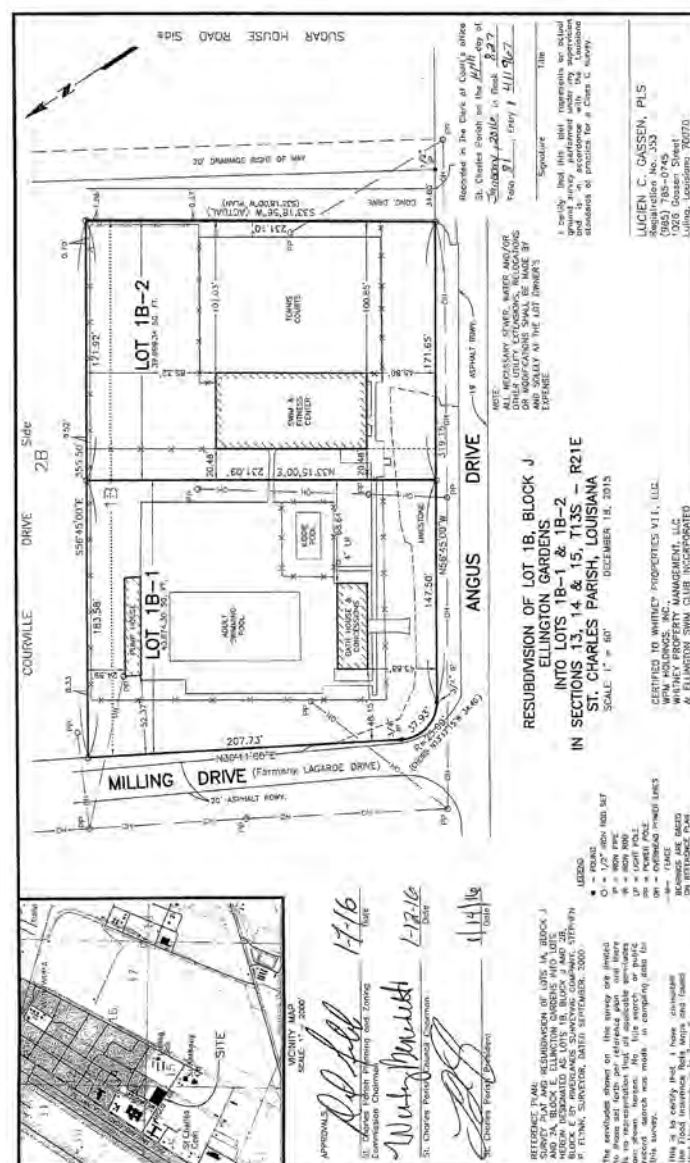
NOTARY PUBLIC
Printed name: Notary/Bar No.



2015-0474
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF FINANCE)
ORDINANCE NO. 16-1-8
An ordinance to amend the 2016 Consolidated Operating and Capital Budget to add grant revenues to the General Fund - Fund 001, under account 001-400611 Coastal Zone Management in the amount of \$250,000 from the Coalition to Restore Coastal Louisiana and to move \$100,000 from the Professional Services line item under account 001-400611, thus totaling \$350,000 and apply the total amount to Improvements other than Buildings for the LaBranche Salinity Control Structure Project.

Table with columns: Exhibit A, ST. CHARLES PARISH GOVERNMENTAL FUNDS, CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT, FISCAL YEAR ENDING DECEMBER 31, 2016. Rows include: REVENUES, EXPENDITURES, NET CHANGE IN CURRENT REVENUES & OTHER SOURCES OVER EXPENDITURES & OTHER USES, ENDING FUND BALANCE.

2015-0475
INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
ORDINANCE NO. 16-1-9
An ordinance to approve a resubdivision of Lot 1B, Block J, Ellington Gardens into Lots 1B-1 and 1B-2 in Sections 13, 14, & 15, T13S-R21E, St. Charles Parish, as requested by Ellington Swim Club; and,
WHEREAS, At their January 7, 2016 meeting, the Planning Commission recommended approval of PZS-2016-02, a resubdivision of Lot 1B, Block J, Ellington Gardens into Lots 1B-1 and 1B-2 in Sections 13, 14, & 15, T13S-R21E, St. Charles Parish, Council District 2, as requested by Ellington Swim Club; and,
WHEREAS, The St. Charles Parish Subdivision Ordinance of 1981 (as amended) stipulates that consideration of a minor resubdivision by the Planning and Zoning Commission also requires approval by the St. Charles Parish Council.



2015-0476
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF WATERWORKS)
ORDINANCE NO. 16-1-10
An ordinance to approve and authorize the execution of Change Order No. 1 and final for the West Bank "B" Plant Clarifier Refurbishment (Project No. WWKS 72) to increase the contract time by 56 calendar days and to increase the contract amount by \$13,005.93.
WHEREAS, Ordinance No. 15-4-14 adopted April 20, 2015, by the St. Charles Parish Council, approved and authorized the execution of a contract with Pintail Contracting Services, LLC for the West Bank "B" Plant Clarifier Refurbishment (Project No. WWKS 72) in the amount of \$205,499.96; and,
WHEREAS, it is now necessary to increase the contract time by 56 calendar days and to increase the contract amount by \$13,005.93.

Table with columns: CHANGE IN CONTRACT PRICE, CHANGE IN CONTRACT TIMES. Rows include: Original Contract Price, Net Increase (Decrease) from previous Change Orders, Contract Price prior to this Change Order, Net increase (decrease) of this Change Order, Contract Price with all approved Change Orders.

2015-0477
INTRODUCED BY: V.J. ST. PIERRE, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 16-1-11
An ordinance to approve and authorize the execution of a contract with Barriere Construction Co., LLC for the construction of the H.010843 Ormond Boulevard Pavement Rehabilitation in the amount of \$1,648,790.42.
WHEREAS, sealed bids were received by Louisiana Department of Transportation and Development (LaDOTD) on October 14, 2015 for the H.010843 Ormond Boulevard Pavement Rehabilitation; and,
WHEREAS, the low bidder, Barriere Construction Co., LLC submitted a bid of \$1,648,790.42 and has been accepted by St. Charles Parish; and,
WHEREAS, it is necessary that the St. Charles Parish Council by virtue of this ordinance give authority to execute this contract to the Parish President.

STATE OF LOUISIANA
PARISH OF ST. CHARLES
CONTRACT

This agreement is made and executed in two (2) originals, between the Parish of St. Charles, acting through the Parish President, hereafter designated as the "Contracting Agency," and Barriere Construction Co., L.L.C., hereafter designated as the "Contractor."

The Louisiana Department of Transportation and Development, hereafter designated as "Department" did advertise for, receive and accept a bid from the Contractor for work on a construction project for the Contracting Agency identified as:

DPE GOAL PROJECT
STATE PROJECT NO. H.010843
FEDERAL AID PROJECT NO. H.010843
DESCRIPTION: ORMOND BLVD. PAVEMENT REHAB
PARISH: ST. CHARLES
LENGTH: 3,000 miles
TYPE: COLD PLACING ASPHALTIC CONCRETE, PAVEMENT PATCHING, FULL DEPTH PATCHING OF JOINTED CONCRETE PAVEMENT, SUPERPAVE ASPHALTIC CONCRETE OVERLAY AND RELATED WORK
LIMITS: State Project No. H.010843: LOCATED ON ORMOND BOULEVARD FROM ITS JUNCTION WITH ROUTE LA 48 TO ITS JUNCTION WITH ROUTE US 61.

The Contractor's submission is evidenced by a copy of the "Vendor's Bid Information Sheet" incorporated herein as part of the Contract Documents defined hereafter.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

CONTRACT DOCUMENTS
The contract consists of the "Contract Documents" including but not limited to the following:
a. Agreement (This Instrument)
b. Vendor's Bid Information Sheet
c. Louisiana Standard Specifications for Roads and Bridges, 2006 Edition (hereafter referred to as "2006 Standard Specifications")
d. Construction Proposal (Notice to Contractors, Required Federal Aid Construction Contract Provisions, Required Federal Aid DPE Participation Contract Provisions, Special Provisions, Supplemental Specifications, Schedule of Items)
e. Plans
f. Plan revisions
g. Three (3) Addenda made or issued prior to receipt of bids
h. Payment, Performance, and Retainage Bonds or Retainage Agreement.

For these purposes, all of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full. The Contract Documents are kept in the official file at the Contracting Agency together with the acknowledgment of receipt correspondence signed by the Contractor.

STATE OF LOUISIANA
PARISH OF ST. CHARLES
CONTRACT

INTENT OF CONTRACT
In accordance with the 2006 Standard Specifications and the Contract Documents, the Contractor agrees to the terms and requirements for the intent of this contract to provide all materials, equipment and labor and perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the Contracting Agency.

CONTRACT AMOUNT
The Contractor did submit as advertised with his (her) bid, a dollar value amount for each of the items designated in the construction proposal on the "Schedule of Items" and that the "Schedule of Items," attached hereto and incorporated herein as part of the Contract Documents, submitted by the contractor, establish that the total contract amount for this project is ONE MILLION SIX HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED NINETY AND 42/100 DOLLARS (\$1,648,790.42) as obtained by a summation of the product of the unit bid price submitted by the contractor for each item multiplied by the item quantity as estimated by the Department. The Contractor agrees to accept and the Contracting Agency agrees to pay for the work at the prices stipulated in this contract in lawful money of the United States in a timely manner as set forth in the 2006 Standard Specifications.

PARTICIPATION IN PAYMENT ADJUSTMENT (ASPHALT CEMENT AND FUELS) STATEMENT
In accordance with electronic bid documents, the contractor has elected to be subject to the Payment Adjustment Provision (Asphalt Cement and Fuels) as contained in the construction proposal.

CONTRACT TIME
The entire contract shall be completed in all details and ready for final acceptance within seventy (70) working days. Performance of work on this contract shall begin on the date stipulated in the "Notice to Proceed" and shall be completed within the time specified in the Contract Documents, subject to such extensions as may be authorized.

ALTERATION OF CONTRACT
In accordance with the 2006 Standard Specifications and the Contract Documents, the Contractor agrees to the terms and requirements for alteration of the contract.

STIPULATED DAMAGES
Contractor agrees to the assessment of Stipulated Damages as provided in the Subsection 108.08 of the 2006 Standard Specifications as amended by the Contract Documents.

DAMAGE CLAIMS
Contractor acknowledges that he/she has reviewed and understands Subsection 107.7 of the 2006 Standard Specifications and specifically agrees to be bound by the terms and conditions thereof.

JOINT EFFORT
This Agreement shall be deemed for all purposes prepared by the joint efforts of the parties hereto and shall not be construed against one party or the other as a result of the preparation, drafting, submission or other event of negotiation, drafting or execution of the Agreement.

STATE OF LOUISIANA
PARISH OF ST. CHARLES
CONTRACT FOR STATE PROJECT NO. H.010843

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

In witness whereof, the Contracting Agency, and the Contractor, has also hereto subscribed their names.

Barriere Construction Co., L.L.C.
CONTRACTOR
61-0624047
(Federal Identification Number)
By: James M. Breland Jr. - Division Manager
Typed or Printed Name and Title
11-23-15
(Date)

STATE OF LOUISIANA
PARISH OF ST. CHARLES
By: Parish President
1/14/16
(Date)

Vendor 1 of 5: Barriere Construction Co., LLC (06276002)
Call Order 002 (Proposal: H.010843.6)

Bid Information table with columns: Proposal County, Vendor Address, Signature Check, Time Bid Received, Amendment Count, Bid Checklist, Bid Total, Items Total, Time Total.

2015-0440
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. 16-1-12
An ordinance to approve and authorize the execution of Agreement between St. Charles Parish and Murray Architects, Inc. to provide design services for the District Attorney's Annex to be located on the Courthouse grounds.

WHEREAS, the Parish desires to engage Murray Architects, Inc. to provide design services for the construction of a courthouse annex to house the District Attorney's office on the ground of the Parish Courthouse complex; and,
WHEREAS, it is the desire of the Parish and Murray Architects, Inc. to enter into an agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Agreement between Murray Architects, Inc. and St. Charles Parish for the District Attorney's Annex is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

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

And the ordinance was declared adopted this 12th day of January, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLO/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETROSECRETARY: [Signature]
AT: [Signature]

AIA Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 14th day of January in the year 2016

BETWEEN the Architect's client (identified as the Owner: Name, legal status, address and other information)

St. Charles Parish
15045 River Road
P.O. Box 302
Hahnville, LA 70057

and the Architect: (Name, legal status, address and other information)

Murray Architects, Inc.
13760 River Road
Dreher, LA 70047

for the following Project: (Name, location and detailed description)

St. Charles Parish District Attorney's Office
15567 River Road
Hahnville, LA 70057

The Owner and Architect agree as follows:

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION
1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information.

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractor and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Design and construction administration of a 10,685 square foot two-story office building with a sky bridge connection to the existing courthouse.

1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- 1. Commencement of construction date: To Be Determined
2. Substantial Completion date: To Be Determined

1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

2.1 The Architect shall provide the professional services as set forth in this Agreement.

2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost. (Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

INSURANCE REQUIREMENTS

- GENERAL
1. Certificate of Insurance must be provided and it must be issued by Agent or Insurer
2. The Owner must be listed as Certificate Holder
3. 30 day notice required for cancellation (other than non-payment), non-renewal, material change
4. Insurance carrier to have Best rating of "A" or above or be a qualified self-insured with "A" rated reinsurance; preference will be given to admitted (LIGA) insurers

LIABILITY

- 1. Commercial General Liability on Occurrence Form
2. Limits
a. \$2,000,000 General Aggregate, if aggregate applies per policy-or
b. \$1,000,000 General Aggregate if aggregate applies per project;
c. \$1,000,000 CSL Each Occurrence
d. \$1,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal Injury
e. \$100,000 Fire Damage Legal (subject to review based on specific job and/or location)

AUTOMOBILE

- 1. \$1,000,000 CSL for any Owner, Non-owned or Hired Automobiles

WORKERS COMPENSATION

- 1. Louisiana Statutory Benefits
2. \$1,000,000/1,000,000/1,000,000 Employers Liability

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

3.1 The Architect's Basic Services consist of those set forth in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

3.1.1 The Architect shall manage the Architect's services, consult with the Owner, render applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's contractor. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's contractor. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

3.1.5 The Architect shall, at appropriate times, consult the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.2 SCHEMATIC DESIGN PHASE SERVICES

3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

3.2.6 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

3.2.7 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

3.2.8 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

3.2.9 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

3.3 DESIGN DEVELOPMENT PHASE SERVICES

3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fit and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

3.3.2 The Architect shall update the estimate of the Cost of the Work.

3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submissions, which the Architect shall review in accordance with Section 3.6.4.

3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

ADDITIONS AND DELETIONS:

The author of this document has advised information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report (this report) notes added information as well as revisions to the standard form text as advised from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

3.3.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal form; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include technical requirements and sample forms.

3.3.4 The Architect shall update the estimate for the Cost of the Work.

3.3.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

3.5 BIDDING OR NEGOTIATION PHASE SERVICES

3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) analyzing responses of the bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

3.5.2 COMPETITIVE BIDDING

3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- 1. preparing the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;
4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
5. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3.5.3 NEGOTIATED PROPOSALS

3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- 1. preparing the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the response process;
2. organizing and participating in selection interviews with prospective contractors; and
3. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

3.6 CONSTRUCTION PHASE SERVICES

3.6.1 GENERAL

3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction, if the Owner and Contractor modify AIA Document A201™-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have no control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

3.6.2 EVALUATION OF THE WORK

3.6.2.1 The Architect shall visit the site as intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portions of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limit agreed upon or otherwise with reasonable promptness.

3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations or decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201™-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

3.6.3.1 The Architect shall review and certify that amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Contractor's work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent test or inspection, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

3.6.4 SUBMITTALS

3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples; but only for the limited purposes and to the extent comprising the Contractor's submittal schedule. The Architect shall be expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limit agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

3.6.5 CHANGES IN THE WORK

3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

3.6.5.2 The Architect shall maintain records relative to changes in the Work.

3.6.6 PROJECT COMPLETION

3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Describe the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Table with 3 columns: Additional Services, Responsibility (Architect, Owner, Not Provided), Location of Service Description (Section 4.2, Drawn or in an exhibit attached to this document and identified below).

4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Not Applicable

4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services requested below and the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to

- 4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance by the Owner or the Owner's consultants or contractors.
5. Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients.
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner.
7. Preparation for, and attendance at, a public presentation, meeting or hearing.
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto.
9. Evaluation of qualifications of bidders or persons providing proposals.
10. Consultation concerning replacement of Work resulting from fire or other cause during construction, or
11. Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable progress, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Architect shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- 1. Reviewing a Contractor's substantial out of schedule from the substantial schedule agreed to by the Architect.
2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.
3. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service.
4. Evaluating an extensive number of Claims as the Initial Decision Maker.
5. Evaluating substitution proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service as resulting therefrom, or
6. To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1. Two (2) reviews of each Shop Drawing, Product Data Item, sample and similar submittal of the Contractor.
2. 1 x Month (1 x Month) visits to the site by the Architect over the duration of the Project during construction.
3. Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
4. Two (2) inspections for any portion of the Work to determine final completion.

§ 4.3.4 If the services covered by this Agreement have not been completed within Three (3) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which sets forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of those costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and successful progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and elevations, adjoins, easements and adjoining property, designated wetlands, adjacent drainage, rights-of-way, restrictions, encroachments, zoning, deed restrictions, boundary and contours of the site, locations, dimensions and easements data with respect to existing buildings, other improvements and trees, and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish surveys of geotechnical engineering, which may include but are not limited to test borings, test pits, determinations of soil bearing values, penetration tests, evaluation of hazardous materials, seismic evaluation, ground water conditions, and other surveys, including necessary operations for anticipated subsurface conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities and give written notice to the Architect of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the cost of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 2.3, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation, and other materials, equipment, component systems and types of construction to be included in the Contract Documents to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- 1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENCES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication or derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums due under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultants (and all claims and causes of action arising from such uses). The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by third parties in the event such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL
§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION - Not Applicable

(Paragraphs deleted)
§ 8.3 ARBITRATION - Not Applicable

(Paragraphs deleted)
ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due and expenses arising from the suspension incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to the Architect for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the 29th Judicial District court in and for the Parish of St. Charles, except that if the parties have, by agreement, selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.5.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested date of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representation of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION
§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

In accordance with the State of Louisiana Fee Schedule, Louisiana Capital Improvement Projects Procedure Manual for Design and Construction, 2006 Edition, Article 5 - Compensation.

1. The fee for Basic Services shall be calculated as the product of the fee percentage and the amount of the contract award, including any awarded alternates. The fee percentage shall be computed by the 2015 State formula 46.1 divided by the Log Contract Award times BCI-1975 divided by BCI-2014 which is charted as follows:

Table with columns for BCI and CPI values for 2015 and 2014. BCI 2015: 1196, 5388; CPI 2015: 53.8, 236.7.

2. Until a contract award is made, an interim fee will be used to make progress payments to the Architect to be calculated on the construction cost estimate.

3. When the Contract Award has been made and fee adjusted as described above, payments to the Architect shall also be adjusted either upward or downward, as appropriate.

4. The construction cost estimate for this project is \$23,313,715.95.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly rate as stipulated in Section 11.7

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Hourly rate as stipulated in Section 11.7

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus One and one-tenth percent (1.10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Table showing compensation percentages for various phases: Schematic Design Phase (20%), Design Development Phase (20%), Construction Documents Phase (60%), Bidding or Negotiation Phase (5%), Construction Phase (15%), Total Basic Compensation (100%).

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Table with columns for Employee or Category and Rate. Includes Principal (\$200 per hour), Project Director/Manager (\$160 per hour), Senior Architect/Engineer (\$150 per hour), Engineer (\$130 per hour), CAD/Computer Technician (\$85 per hour), Office Technician (\$75 per hour), Senior Inspector (\$75 per hour), Clerical (\$60 per hour).

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Rentals, models, mock-ups, professional photography, and presentation materials requested by the Owner;
8. Architect's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses; and
11. Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus One and one-tenth percent (1.10%) of the expenses incurred.

§ 11.8.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE
If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Payment equal to the fee through Construction Documents Phase

§ 11.10 PAYMENTS TO THE ARCHITECT
§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)
0.00 %

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset amounts requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:
1. AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
2. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

3. Other documents: (List other documents, if any, including Exhibits A, Initial Information, and additional copies of services, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER: Larry Cochran, Parish President
ARCHITECT: Michael J. Tabb, AIA, Architect

2016-0011
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GRANTS OFFICE)
RESOLUTION NO. 5200

A resolution supporting the application to the Louisiana Office of Community Development Local Government Assistance Program for FY 2015-2016 funding in the amount of \$103,800.00 to construct an essential government building adjacent to the St. Charles Parish Courthouse located at 15045 River Road in Hahnville to house the St. Charles Parish District Attorney's Office.

WHEREAS, Louisiana Legislature House Bill 2 (Act 28) allocated \$5 million for the Local Government Assistance Program for fiscal year 2015-2016; and,

WHEREAS, the amount available to each parish for the fiscal year is \$103,800.00; and,

WHEREAS, the construction of an essential government building adjacent to the St. Charles Parish Courthouse located at 15045 River Road in Hahnville to house the St. Charles Parish District Attorney's Office will centralize operations, alleviate the need for additional space, and reduce operating costs and is an activity that is eligible for assistance under the program; and,

WHEREAS, the Parish Council's support for the application to have said project included in the Louisiana Office of Community Development Local Government Assistance Program is required.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, hereby provide this resolution in support of the application for the inclusion of the construction of an essential government building adjacent to the St. Charles Parish Courthouse located at 15045 River Road in Hahnville to house the St. Charles Parish District Attorney's Office in the Louisiana Office of Community Development Local Government Assistance Program for FY 2015-2016.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLUIE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 12th day of January, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVOP/ PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/ SECRETARY: [Signature]
AT: [Signature] RECD: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

TIFFANY K. CLARK
COUNCIL SECRETARY

Publish January 21, 2016

PUBLIC NOTICE

This names of the following persons were drawn to serve as Petit Jurors for Jury Number 15-B, for the session of said Court beginning Wednesday, February 16, 2016, at 9:00 a.m. - Division "E":

- 1 ADAMS, LUCINDA MITCHELL
2 ALFRED, MISSIE ABADIE
3 ANDERSON, KODY KRISTOPHER
4 ARJULST, TRAVON THRESEA
5 BARBAY, DAWN MARIE
6 BARTOLO, ANGELA CAPEDEBOSCO
7 BELL, ADELINE PAYNE
8 BERRETT, ANNETTE CLAY
9 BILLINGSLEY, SHAWN WARD
10 BRADFORD, LARON DESHAVIN
11 BRASHER, JAY ANTHONY
12 CAMPBELL, LUTHER C.
13 BROWN, CAROLYNETTE
14 BROWN, GARRIE ALBAIR
15 BROWN, SOPHIA
16 BURKENS, BILLY LLOYD
17 CAULLOUET, SAMMI SMITH
18 CALONGNE, MICHELLE GILBEAUX
19 CALUDA, MICHELLE MORISE
20 CAMPBELL, LUTHER C.
21 CANDLES, OTTO JAMES
22 CANTELLI, LOGAN JAMES
23 CARAWAY, CHERYL R.
24 CEDRO, JEFFREY PAUL
25 CHAMPAGNE, GREGORY CHARLES JR.
26 CHATELAIN, SANDRA BRASSETTE
27 CHRISTEN, KELSIE ELIZABETH
28 CLUIE, DOUGLAS CHARLES
29 CRAVIN, LAKEISHA BRINKMAN
30 DAIGLE, CLARA IRENE
31 DAMPIER, DEREK ANTHONY
32 DANIN, VICTORIA LYNN
33 DARENSBOURG, MICHAEL ALBERTO
34 DARENSBOURG, SARPA PATRICIA
35 DEMPTER, ANTHONY WILSON
36 DISTEFANO, PATSY FRILOUX
37 DUBOIS, MICHAEL ALBERTO
38 DUFRENE, BODIE CLAUDE
39 DUFRENE, ELVIN J.
40 DUFRENE, SANDRA B.
41 DUFRENE, WARD CHARLES SR.
42 DUNKELBERGER, SASHA FULLER
43 DUNN, MICHAEL JAMES
44 DUVOIG, RUTH CHRISTINE
45 DYESS, WILLIAM RAY
46 EBBLING, JUDY HOAR
47 FAUCHEUX, DONNETTE BARBIN
48 FAUCHEUX, TAMMER ANTHONY
49 FEIGE, BRUCE WALDO
50 FOLSE, NICOLE ANN
51 FOREST, MICHELLE ELIZABETH
52 GASSEN, DAREN LUCIEN
53 GASSEN, MONA J.
54 GAULEAU, RYAN ANTHONY LEAH
55 GAUTREAUX, ROY JOSEPH JR.
56 GELPI, MARGEL DAVID
57 GINN, RITA LYLE
58 GOENSBURG, SANDRA W.
59 GRAS, JOHNNY WILLIAM
60 GREEN, NICHELLE A.
61 GREEN, SHIRLEY
62 GREER, RONALD TYRONE
63 GRIMALDI, JAMES WILSON
64 GUIROY, NOAH J.
65 GUSIS, JACQUELINE S.
66 HANLAUER, GERARD JOSEPH JR.
67 HAUG, DIANE MARIE
68 HILAIRE, BERTRAND JAMES
69 HILLSTROM, CHAD ASHLEY SR.
70 HOLLINS, PAMELA DENISE
71 HONG, ELTON O.
72 HONG, WESLEY EDWARD
73 HUBBARD, BRADLY WAYNE
74 HYMEL, DANIELLE WISE
75 JACK, KENYA PILLETTE
76 JACKSON, BRYAN OREN REHME
77 JACKSON, PATRICK BRYAN
78 JACKSON, SYLVIA WILLIAMS
79 JAMES, CHRISTOPHER MICHAEL
80 JEFFERSON, DONALD LEE JR.
81 JENKINS, MAJIA JOHANY
82 JOHNSON, EDWARD JOHNATHA JR.
83 JOHNSON, ERICA DENISE
84 JOHNSON, WEE BROOKS
85 JOHNSON, IRINA ZERLINGUE
86 JOHNSON, LORETTA JACOBS
87 JOHNSON, MARTHA CAMPBELL
88 JOHNSON, WALTER JOHNANNE
89 JONES, J. L.
90 JONES, TERRION MAJANIQUE
91 JORDAN, GEORGE B.
92 JUNKER, CLAUDE MICHAEL
93 KEVIN, JOHN
94 KELLER, CASSIE MARIE
95 KELLER, TERRY REYNOLDS
96 LADREY, SEAN MICHAEL
97 LACHE, SANDRA JOHNSON
98 LAMBERT, LINDA MARIE
99 LAMONTE, ALAINE RENAY
100 LANDECHE, MARY ANN
101 LANE, LYNETTE FELICIA
102 LAVIOLETTE, MISSIE ABADIE
103 LEASER, MISS JOSEPH D.
104 LEBLANC, ADRIAN CARL
105 LEE COZART, JASMINE MICHELLE
106 LEMOINE, KENDRA LUMPKIN
107 LIZARDO, DOLORES SAGRARIO
108 LOCKETT, KETHA J.
109 LOWRY, LINDA BAGBY
110 MACLEERY, MYRTHID R.
111 MAGGIORE, BRANDON ROSS
112 MARINO, MISS RUCHE JOSEPH
113 MARSHALL, KENDALL CHRISTIAN
114 MARULLO, MICHAEL A.
115 MATHERNE, RICHARD F.
116 MAYOL, DARY
117 MCCLAIN, THOMAS RICHARD
118 MCPHAIL, BARBARA CAPPS
119 MCWILLIAMS, GREER ROBERTS
120 MONTEJO, DESSIE HYMEL
121 MORRIS, TONYAN KARE
122 NICKLAS, JENNIFER CLAIRE
123 NORMAND, DONNA ADOERHOLD
124 NORTH, DENISE HEBERT
125 RUBIE, BRADLEY ROSS
126 CUBRE, DENIS TYNDALL
127 OLIFNAO, JONATHAN MICHAEL
128 PALMISANO, HILLARY MARIE
129 PEALY, MARY J.
130 PERRET, KANDY LEE
131 PETT, HEATHER JUNKER
132 PHILLIPS, HELEN S.
133 PIER, EARLY WAYNE
134 PIERCE, NICHOLAS R.
135 PIERRE, GREGORY ALVIN
136 PILE, SHELLEY DONALDSON
137 PITTMAN, DAVID JAMES
138 PLANSANCE, TERRY SMITH
139 PRADO RIOS, DANIEL E.
140 PRETLOVE, J

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
 Suit No: (45) 80056-X
Date: Tuesday, October 27, 2015
FIRST NATIONAL BANK USA
 VS
JUAN A. BYRD, ETAL
GREG CHAMPAGNE, SHERIFF
 P.O. Box 426
HAHNVILLE, LA 70057
 Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, JULY 21, 2015, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JANUARY 27, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
 1) ONE CERTAIN LOT OR PORTION OF GROUND, situated in Section 40, Township 14 South, Range 21 East, in what is known as Willowdale Country Club S/D, aka WILLOWDALE SUBDIVISION, at Boutte, St. Charles Parish, Louisiana, all in accordance with Plat of Survey prepared by Surveys, Inc., dated January 13, 1967, and revised February 21, 1968, copy of which is recorded in the Office of the Clerk of Court for the Parish of St. Charles for reference; according to said plat of survey, the lot herein conveyed measures as follows: LOT NO. 73 measures 86.20 feet front on Patricia Court, by a depth along the line of Lot 74 of 122.98 feet, by a width in the rear of 155 feet and by a depth along the line of Lot 72 of 120 feet;
 2) ONE CERTAIN LOT OR PORTION OF GROUND, located in Willowdale Country Club S/D aka Willowdale Subdivision, Section 40, Township 14 South, Range 21 East, and Section 43, Township 13 South, Range 21 East, near Boutte, St. Charles Parish, Louisiana, more particularly described as follows:
 A portion of Parcel 73-A; commence at the intersection of the Westerly line of Michael Drive into the Southerly part of Patricia Court; thence along the Southerly line of the Southerly part of Patricia Court a distance of 582.14 feet to a point; thence run South 54° West, a distance of 122.98 feet to the Southwesterly corner of Lot 73; and the Point of Beginning; thence continue South 54° West, a distance 6.45 feet to a point; thence run North 18°01'36" West, a distance of 158.74 feet to a point; thence run North 87°44'40" East a distance of 6.45 feet to the Northwesterly corner of Lot 73 thence along the Westerly line of the lot South 18° East, a distance of 155 feet to the Point of Beginning, containing 1000 square feet, all as more fully shown on survey by Lucien C. Gassen, Land Surveyor, dated October 15, 1990.
 Being the same property acquired by Carlene Peters wife of and Juan A. Byrd from Primacy Closing Corporation by act o Cash Sale duly recorded in the records of St. Charles Parish, State of Louisiana.
 The above described property is subject to the following:
 1. Any outstanding mineral conveyances, mineral reservations, mineral leases, mineral servitudes and any existing easements, servitudes, rights of ways, and leases of any nature or kind whatsoever, of record and in existence.
 2. Encroachments, boundary disputes, overlaps, rights of parties in possession, servitudes and other adverse matters, if any, as would be disclosed on a current, accurate survey and inspection of the subject property.
 Covenants, conditions or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that such covenants, conditions or restrictions (a) are exempt under Chapter 42, Section 3607 of the United States Code or (b) relate to handicap but do not discriminate against handicapped persons.
 The parties hereto declare that they do not hereby intend, by the execution of these presents, to interrupt, or suspend, the running of any prescription or preemption which has run or may run in connection with the foregoing, nor do the parties intend to revive, establish or initiate any one or more of the foregoing which may not now or hereafter be binding upon the property and/or the parties hereto.
 And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWO HUNDRED SEVENTY THOUSAND EIGHT HUNDRED NINETY AND 12 / 100 (\$270,890.12) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: December 24, 2015
January 21, 2016
ATTORNEY FOR PLAINTIFF:
Mark C Landry
 212 Veterans Memorial Blvd, Suite 100
 Metairie, LA 70005
 504-837-9040

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
 Suit No: (45) 80559-C
Date: Thursday, November 19, 2015
VANDERBILT MORTGAGE AND FINANCE, INC.
 VS
JAMES ROBERT HARRISON, ET AL
GREG CHAMPAGNE, SHERIFF
 P.O. Box 426
HAHNVILLE, LA 70057
 Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, OCTOBER 13, 2015, in the above entitled and numbered cause, I shall proceed to sell at public auction at the front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JANUARY 6, 2016, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:
 ONE (1) 2013 CMH MANUFACTURED HOME, MODEL 37FAC16723BH13, BEARING SERIAL NUMBER CS2014511TN
 And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of FORTY-NINE THOUSAND ONE HUNDRED EIGHTY-NINE AND 65/100 (\$49,189.65) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE, SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: December 24, 2015
ATTORNEY FOR PLAINTIFF:
Mary C. Call
 628 St. Louis St., P.O. Drawer 4425
 Baton Rouge, LA 70821
 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
 Suit No: (45) 80564-E
Date: Thursday, October 22, 2015
WELLS FARGO BANK, N.A.
 VS
KADRINA E. TAPPAN A/K/A KADRINA ELIZABETH TAPPAN
GREG CHAMPAGNE, SHERIFF
 P.O. Box 426
HAHNVILLE, LA 70057
 Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, OCTOBER 15, 2015, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JANUARY 27, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
 ONE CERTAIN LOT OR PORTION OF GROUND, together with all of the buildings and improvements thereon and all of the rights, ways, means, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining situated in the Town of Paradis, Parish of St. Charles, State of Louisiana, on the right descending bank of the Mississippi River, as shown on survey of the Town of Paradis, and designated on plan of survey of Blocks "B" and "M" prepared by E. M. Collier, Surveyor, dated January 8, 1953, duly recorded in the Clerk of Court's office, St. Charles Parish, as Lot Five (5) of Block "M", which said lot is more fully described thereon as follows:
 Lot 5 of Block "M" measures 50 feet front on Early Street, by a depth between equal and parallel lines of 150 feet, by a width in the rear of 50 feet each; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.
 Being the same property acquired by Kadrina E. Tappan a/k/a Kadrina Elizabeth Tappan from Jessie J. Louviere, Joseph J. Louviere Jr, Peggy Louviere Sanchez, Mary Elizabeth Louviere Gros, David J. Louviere and Naomi Louviere Griffin by an act before Jamie Haydel Mancuso, Notary Public, dated on September 16, 2003, recorded at COB 626 page 501 in the official records of the Parish of St. Charles, State of Louisiana.
 That certain manufactured home/mobile situated on the above described property, being a 2012 CLAYTON BONHAM, Serial No. CBH023708TXP, Model No. 35XT-M16723XH12, 18 X 80 which said manufactured home/mobile home was immobilized pursuant to Act of Immobilization dated June 1, 2012 and filed for record as Instrument No. 379625 of the records of St. Charles Parish, Louisiana.
 And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **SEVENTY-THREE THOUSAND SIX HUNDRED SEVEN AND 50/100 (\$73,607.50) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF

SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: December 24, 2015
January 21, 2016
ATTORNEY FOR PLAINTIFF:
Rachael Williams
 1505orth 19th Street P.O. Box 2867
 Monroe, LA 71207-2867
 318-388-1440

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
 Suit No: (45) 67286-C
Date: Monday, November 30, 2015
U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF MASTER PARTICIPATION TRUST
 VS
WILLIAM J. BOUDREAU AND FRANCES NAZIO BOUDREAU
GREG CHAMPAGNE, SHERIFF
 P.O. Box 426
HAHNVILLE, LA 70057
 Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, MARCH 10, 2008, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, FEBRUARY 24, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
 ONE CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA, and being a portion of LOT 921, of what is known as the "SUNSET DRAINAGE DISTRICT", as per map of said Sunset Drainage District prepared by James S. Webb, Civil Engineer, and John Kruse, which map is recorded in the Clerk of Court's Office, St. Charles Parish, Louisiana.
 The lot conveyed herein is designated as LOT 118, on a plan of survey made by E.M. Collier, Surveyor, dated May 2, 1973, revised September 19, 1974, and again revised October 12, 1974, entitled "R-N-M Subdivision, a Subdivision of Farms Lots 8950920-921-958 & 959 of the "Sunset Drainage District, at Paradis, St. Charles Parish, La. being in Section 3, T 15 S, R 20 E, According to said survey Lot 118 has a width fronting on Matheme Street of 132.0 feet, same width in the rear, by a depth between equal and parallel lines of 330.0 feet; subject to restrictions, servitudes, rights-of-ways and outstanding mineral rights of record affecting the property.
 Being the same property acquired by Frances Nazio wife of and William J. Boudreaux, by act dated this date before the undersigned Notary Public, recorded in the conveyance records of St. Charles Parish, Louisiana.
 And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED THIRTY-NINE AND 26 / 100 (\$177,239.26) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: January 21, 2016
February 18, 2016
ATTORNEY FOR PLAINTIFF:
Candace A Courteau
 1505 North 19th St. P.O. Box 2867
 Monroe, LA 71207-2867
 (318) 388-1440
 SCSO-CIV-209

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
 Suit No: (45) 78545-D
Date: Tuesday, December 8, 2015
JPMORGAN CHASE BANK, N.A. F/K/A JPMORGAN CHASE BANK
 VS
TED A. MELTON A/K/A TED MELTON, ET AL
GREG CHAMPAGNE, SHERIFF
 P.O. Box 426
HAHNVILLE, LA 70057
 Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, JULY 22, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, FEBRUARY 24, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
 ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated

in ST. CHARLES PARISH, STATE OF LOUISIANA, in what is known as BEAU PLACE ESTATES, PHASE 1, said portion of ground is more specifically designated as follows, to-wit: BEAU PLACE ESTATES, PHASE 1, LOT 42 IN ST CHARLES PARISH, BAYOU GAUCHE, LOUISIANA
 And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **THIRTY-FIVE THOUSAND SIX HUNDRED THIRTY-ONE AND 50/100 (\$35,631.50) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
PUBLISH ON: January 21, 2016
February 18, 2016
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF:
Louis G Arceneaux
 601 Poydras St. Suite 1871
 New Orleans, LA 70130
 ((504)522-8256
 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
 Suit No: (45) 79868-C
Date: Monday, December 14, 2015
ADMINISTRATOR, U.S. SMALL BUSINESS ADMINISTRATION, AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA
 VS
ESTATE OF ROCKY M. SINGLETON
GREG CHAMPAGNE, SHERIFF
 P.O. Box 426
HAHNVILLE, LA 70057
 Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, AUGUST 25, 2015, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, FEBRUARY 24, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
 That certain piece or portion of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in Dianne Place Subdivision, in accordance with a plan of subdivision by J.J. Krebs & Sons, Inc., dated July 26, 1979, on file in the Office of the Clerk of Court for the Parish of St. Charles, and according to said plan of subdivision said lot is designated as Lot No. 19 of Square No. 2, which is bounded by Dianne Drive, Gene Drive and Janet Drive and measures as follows:
 Lot No. 19 commences at a distance of 755.96 feet from the corner of Gene Drive and Dianne Drive and measures thence 50.37 feet front on Dianne Drive, 50.00 feet in width in the rear, by a depth on the sideline nearer Gene Drive of 105.08 feet and a depth on the opposite sideline of 111.11 feet. All as more fully shown on survey by Survey Incorporated dated September 17, 1980, improvements located on September 26, 1980.
 PROPERTY WAS ORIGINALLY AUCTIONED WITH APPRAISAL ON DECEMBER 2, 2015. NO BIDS WERE RECEIVED FOR THE MINIMUM SALE PRICE OF \$91,333.34. THEREFORE, PROPERTY WILL BE SOLD TO THE HIGHEST BIDDER FOR COSTS.
 And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of **FORTY-ONE THOUSAND TWO HUNDRED FORTY-NINE AND 51 / 100 (\$41,249.51) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
PUBLISH ON: January 21, 2016
February 18, 2016
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF:
Ray L. Wood
 457 Louisiana Ave
 Baton Rouge, LA 70802
 SCSO-CIV-209-0402

PUBLIC NOTICE



I, Jeffery James Bradley, have been convicted of Sexual Battery. Date of Conviction: 02/26/2002. My address is 713 Vans Lane., Apt. 2, Destrehan, La. 70047.

RACE: Black
 SEX: Male
 DOB: 05/20/1961
 HGT: 5'6"
 WGT: 150
 HAIR COLOR: Black
 EYE COLOR: Brown

PUBLISH: January 14, & 21, 2016

PUBLIC NOTICE



I, Harold Raymond Wall, Jr., have been convicted of Carnal Knowledge of a Juvenile. Date of Conviction: 12/10/2007 and Indecent Behavior with Juveniles -Date of Conviction 12/10/2007. My address is 675 Magnolia Ridge Rd Boutte, LA 70039.

RACE: White
 SEX: Male
 DOB: 05/06/1983
 HGT: 5'9"
 WGT: 238
 HAIR COLOR: Brown
 EYE COLOR: Brown

PUBLISH: January 21 & 28, 2016

PUBLIC NOTICE

ST. CHARLES PARISH SCHOOL BOARD

ADVERTISEMENT FOR BID

Sealed bids will be received by the St. Charles Parish School Board, 13855 River Road, Luling, Louisiana 70070, until 9:00 a. m., February 16, 2016, on **JANITORIAL SUPPLIES.**

Additional information and specifications will be furnished free of charge to prospective bidders upon request by contacting Darrin J. Dube at the St. Charles Parish School Board Office Purchasing Department, 165 School Board Lane, Luling, Louisiana 70070, (985) 785-7212. Information regarding online bidding and bidding documents are also available at www.stcharles.k12.la.us, under "Quick Links," select "Online Bids, RFP's, etc."

Each bid shall be sealed in an envelope with the Bidder's name and address indicated in the upper left-hand corner and clearly marked on the outside as follows:

"BID ON JANITORIAL SUPPLIES, February 16, 2016"

All bids shall be accompanied by a bid bond, performance bond, certified check, cashier's check or money order in an amount equal to five percent (5%) of the total amount of the bid.

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

The St. Charles Parish School Board reserves the right to reject any and all bids, adjust quantities by increasing or decreasing and to waive all informalities.

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

To be published in the ST. CHARLES HERALD-GUIDE two (2) times as follows:

1st Printing January 21, 2016
 2nd Printing January 28, 2016

PUBLIC NOTICE

ST. CHARLES PARISH PUBLIC SCHOOLS

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the St. Charles Parish School Board Transportation Department until Monday February 15, 2016 at 2:30 p.m. for the following:

UNLEADED PLUS GASOLINE (\$9.0 octane)
 With up to 10% Ethanol

Bidding Documents may be obtained by contacting the St. Charles Parish School Board Office, Transportation Department, 13855 River Road, Luling, Louisiana 70070. Call (985) 785-6289 extension 210.

Advertising dates in the St. Charles Herald-Guide, official journal of the St. Charles Parish School Board, shall be as follows:

Jan 21st, Jan 28th, 2016
 Feb 4th, Feb 11th, 2016

Bid specifications are also available on the St. Charles Parish Public School Board website www.stcharles.k12.la.us. It is located under "Quick Links". Select "Online Bids, RFPs, etc."

All bids must be accompanied by bid security, in the form of a bid bond, a cashier's check or certified check, payable to the Owner, in the amount of \$2,000.00, written by a company licensed to do business in Louisiana.

The owner reserves the right to reject any and all bids and to waive any informalities incidental thereto.

ST. CHARLES PARISH SCHOOL BOARD
 FELECIA GOMEZ-WALKER, SUPERINTENDENT
 13855 RIVER ROAD
 LULING, LA 70070

PUBLIC NOTICE

ST. CHARLES PARISH PUBLIC SCHOOLS

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ULTRA LOW SULFUR DIESEL FUEL

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ST. CHARLES PARISH SCHOOL BOARD
 FELECIA GOMEZ-WALKER, SUPERINTENDENT
 13855 RIVER ROAD
 LULING, LA 70070

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

985-758-2795