

LEGALS

ST. CHARLES PARISH PUBLIC NOTICES



Larry Cochran
Parish President
985-783-5000
lcochran@stcharlesgov.net



Terrell D. Wilson
Councilman, District I
985-308-0866
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Mary K. Clulue
Councilwoman, District II
985-308-1690
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Dick Gibbs
Councilman, District III
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William "Billy" Woodruff
Councilman, District IV
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Marilyn B. Bellock
Councilwoman, District V
504-360-2025
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Traci A. Fletcher
Councilwoman, District VI
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Julia Fisher-Perrier
Councilwoman, District VII
985-308-0366
jperrier@stcharlesgov.net



Wendy Benedetto
Councilwoman-At-Large,
Division A
985-307-0350
wbenedetto@stcharlesgov.net



Paul J. Hogan
Councilman-At-Large, Division B
985-306-0085
phogan@stcharlesgov.net

PUBLIC NOTICE

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON FEBRUARY 2, 2017 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE. **PZH0-2017-02** requested by **Gay Lynn S. Rankin** for a home occupation "Stritz Enterprise, LLC" - general contracting at **73 St. Anthony Dr., Luling**, Zoning District R-1A, Council District 7.
PZS-2017-02 requested by **Norris Revader** for resubdivision of Lots 18 & 81, Parcels A & B of Hidden Oaks Subdivision Ph. 2A into Lots 18A, 81A, Parcels 1-A and 1-B, Hidden Oaks Ph. 2A, **200 & 201 Allie Ln., Luling**, with a waiver from the required 60' width and 6,000 sq area for Lot 81A, Zoning District R-1A, Council District 7.
PZS-2017-03 requested by **Monique Gros/Glenn & Brenda Gros** for resubdivision of Lot 1112B, Townsite of Paradis into four lots: GL-1, GL-2, GL-3 and GL-4 at **822 Barber Rd., Paradis**, Zoning District R-1AM, Council District 4.
PZS-2017-06 requested by **Debra Ann Breau** for resubdivision of Lot 850A Sunset Ridge into two lots: 850A-1 and 850A-2. **430 Grand Bayou Road, Des Allemands**, Zoning District OL, Council District 4.
PZR-2017-03 requested by **Joseph A. Attardo, Jr.** for a change in zoning classification from C-2 to M-1 at Lot K-2A3, **221 Alameda Road, St. Rose**, Council District 5.
PZR-2017-04 requested by **Pat Greaud** for a change in zoning classification from R-1A to C-2 at N 3/4 of Lot 37 & S 1/2 of Lot 36 of the Subdivision of Lot F of Good Hope Plantation, **141 St. Charles St., Noreca**, Council District 6.
PZR-2017-05 requested by **Destrehan Plantation Development, LLC**, on behalf of **P & I Investments IX, LLC**, for a change in zoning classification from M-1 and C-2 to R-1B at Tract 4-11-A-2A, a portion of undesignated Tract C, and a portion of Whirlpool Property 1-II all in Plantation Business Campus approximately 200 ft. west of E. Campus Drive, Destrehan, Council District 2.
PZS-2017-07 requested by **Destrehan Plantation Development, LLC**, on behalf of **P & I Investments IX, LLC**, for preliminary plat approval for Destrehan Plantation Estates Subdivision, 30 residential lots and a median parcel, to be located approximately 200 ft. west of E. Campus Drive, Destrehan, Zoning District M-1 (proposed R-1B), Council District 2.
PZR-2017-06 requested by **Paul J. Hogan, PE, Councilman At-Large, Division B** for an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from M-1 to C-3 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, Council District 4.
PZO-2017-01 requested by **Larry Cochran, Parish President** for an ordinance to amend the St. Charles Parish Code of Ordinances Appendix A, Zoning Ordinance of 1981 and Appendix C, Subdivision Regulations of 1981 to allow for garden home developments as a Special Permit Use with approval from the Planning Commission and supporting resolution from the Parish Council.

ALTERNATE DATE: February 9, 2017
PUBLISH 1/19, 1/26, 2/2

PUBLIC NOTICE

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, FEBRUARY 6, 2017, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

(no ordinances/resolutions)
PUBLISH: January 26, 2017
February 2, 2017

PUBLIC NOTICE

PUBLIC NOTICE

Sealed bids will be received by St. Charles Parish Sheriff's Office up to 10:00 A.M., Friday, February 13, 2017 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 for 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 26, 2017 & February 2, 2017

PUBLIC NOTICE

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of St. Charles Parish West Bank "A" Plant Clarifier Refurbishment (WWK590) as follows:

Owner: **St. Charles Parish**

Project Title: **St. Charles Parish West Bank "A" Plant Clarifier Refurbishment**

Project No.: **WWK590**

Principal Work Location: **West Bank Water Treatment Plant, 301 3rd St., Luling, LA**

Description of Basic Work: The Contract Work is generally comprised but not necessarily limited to, the refurbishment of one (1) MGD up-flow clarifier, sandblast and repaint all steel appurtenances, resurface of concrete and refurbish any mechanical devices as necessary. For exact details, refer to Plans and Specifications for full scope.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, no later than 10:00 a.m. local time on **March 7, 2017**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, **Piccola & Associates, Inc. Consulting Engineers & Surveyors, 1904 Ormond Blvd., Ste. 201, Destrehan, LA 70047/P.O. Box 687, Cut Off, LA 70345, (985) 632-5786**.

A payment of \$ 75.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the L.A.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on February 1, 2017 at 10:00 a.m. the St. Charles Parish Department of Waterworks, 403 Milling Avenue, Luling, Louisiana. Attendance of the Pre-Bid Conference is highly recommended.

Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond. If the bid is submitted electronically and a certified or cashier's check is used for bid bond, then the actual check shall be delivered to the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057. Electronic bids shall contain all the same documents that are required in a physically delivered bid.

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

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

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

St. Charles Parish Council
Larry Cochran, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
St. Charles Parish Website
Central Auction House

Thursday, January 26, 2017
Thursday, February 02, 2017
Thursday, February 09, 2017
Thursday, February 16, 2017

PUBLIC NOTICE

ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT

The St. Charles Parish, Zoning Board of Adjustment scheduled for February 16, 2017 at 7:00 p.m. at the St. Charles Parish Courthouse, Council Chamber has been cancelled.
PUBLISH 2/2, 2/9, 2/16

PUBLIC NOTICE



LARRY COCHRAN
PARISH PRESIDENT

ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT
P.O. BOX 302 - HAHNVILLE, LOUISIANA 70057
(985) 783-5000 * Website: www.stcharlesparish-la.gov

ONLINE AUCTION

STARTS: February 10, 2017
ENDS: February 24, 2017

ST. CHARLES PARISH PROCUREMENT OFFICE WILL HOST AN ONLINE AUCTION TO SELL MISC SURPLUS. FOLLOW THE LINK BELOW TO THE ONLINE SITE TO REVIEW THE LISTED ITEMS AND PLACE YOUR BIDS: <http://www.bid4surplus.com/terms/stcharlesgov.la/trove/auction>

ALL TERMS AND CONDITIONS WILL BE LISTED ON THE SITE.

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
January 26, 2017
February 2, 2017

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 23, 2017** on **JANITORIAL SUPPLIES**.

Additional information and specifications will be furnished free of charge to prospective bidders upon request by contacting George Dummlies, Jr., 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.la.us, under "Resources", 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 23, 2017"

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 three (3) times as follows:

1st Printing - February 2, 2017
2nd Printing - February 9, 2017
3rd Printing - February 16, 2017

PUBLIC NOTICE



I, **Joseph McDuffie Phillips**, have been convicted of **Carnal Knowledge of a Juvenile**. Date of Conviction: 05/17/2010; **Indecent Behavior with Juveniles**; Date of Conviction 5/19/2012; **Failure to Register/Notify as a Sex Offender**; Date of Conviction 9/19/2012. My address is 14663 Old Spanish Trail, **Paradis, LA 70080**.

RACE: White
SEX: Male
DOB: 01/21/1983
HGT: 5'8"
WGT: 165
HAIR COLOR: Brown
EYE COLOR: Blue

PUBLISH: February 2 & 9, 2017

PUBLIC NOTICE



I, **Earl Dorsey**, have been convicted of **Forcible Rape (Attempted)**. Date of Conviction: 11/29/1994. My address is 353 S. **Kinler St., Boutte, LA 70039**.

RACE: Afr Amer
SEX: Male
DOB: 09/2/1964
HGT: 5'9"
WGT: 165
HAIR COLOR: Black
EYE COLOR: Black

PUBLISH: February 2 & 9, 2017

PUBLIC NOTICE

TWENTYNINTH JUDICIAL DISTRICT COURT

PARISH OF ST. CHARLES

STATE OF LOUISIANA

NO. 11521

DIV. "D"

SUCCESSION

OF

PEGGY JOY SANCHEZ

FILED: DY. CLERK

NOTICE OF APPLICATION FOR AUTHORITY TO SELL IMMOVABLE PROPERTY AT PRIVATE SALE

NOTICE IS GIVEN that **SUSAN SANCHEZ ALDRIDGE**, Administratrix of the **SUCCESSION OF PEGGY JOY SANCHEZ**, has, pursuant to the provisions of the LA. C.C.P. Art. 3281, petitioned this Honorable Court for authority to sell at private sale, for the price of **\$77,000.00**, the Succession's following described property:

The home, land, and all improvements situated thereon, located at municipal address: 103 Baker Street, Paradis, LA 70080, more particularly described as follows:

"One certain lot or portion of ground, together with all buildings and improvements thereon, and all rights, ways, 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 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 Courts Office, St. Charles Parish, as LOT SIX (6) of Block "M" which said lot is more fully described thereon as follows:

LOT 6 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. LOT 6 BLOCK "M" is situated at the corner of Early and Baker Streets. Being a portion of the same property acquired by Jessie J. Louviere, et al by Judgment of Possession in the Succession of Mrs. Alice Laughlin wife of Jessie Louviere, No. P-1362 of the docket of the 29th Judicial District Court in and for the Parish of St. Charles, State of Louisiana, dated May 3, 1979, and duly registered in the conveyance records of St. Charles Parish. No mortgage, tax or conveyance certificates have been requested or secured. The parties agree to hold the notary

Succession of Peggy Joy Sanchez
No. 11521, Div. D
29th JDC, Parish of St. Charles

Notice of Application for Authority to Sell Immovable Property at Private Sale harmless in connection therewith and declare that they are satisfied with the title and with the description and require no attorney's opinion as its merchantability.

Being the same property acquired by Act of Donation recorded in COB 682 Follo 349, Entry #325352.

This property is subject to a Collateral Mortgage recorded in MOB 1118, Follo 734, Entry #325352."

NOW THEREFORE, in accordance with law, notice is hereby given that **SUSAN SANCHEZ ALDRIDGE**, Administratrix, proposes to sell the aforesaid immovable property, at private sale, for the price and upon the terms aforesaid, and the heirs, legatees, and creditors are required to make opposition, if any they have or can, to such sale, within seven (7) days, including Sundays and holidays, from date whereon the last publication of this notice appears.

Dulcia C. Francis, Deputy Clerk

CLERK OF COURT
29TH JDC
PARISH OF ST. CHARLES

| | |
|--------------|---|
| ATTORNEY: | AMBER L. CAEN |
| ADDRESS: | 318 HARRISON AVENUE NEW ORLEANS, LA 70124 |
| TELEPHONE: | (504) 302-0416 |
| PUBLICATION: | ST. CHARLES HERALD-GUIDE once, then again 21 days later |

Succession of Peggy Joy Sanchez
No. 11521, Div. D
29th JDC, Parish of St. Charles

Notice of Application for Authority to Sell Immovable Property at Private Sale

PUBLISH: January 12 & February 2, 2017

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

985-758-2795

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF DECEMBER 12, 2016 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 1945 Highway 18 P.O. Box 322 Metairie, LA 70007 504-793-5000 www.stcharlesparish.gov

Final Council Chairman Wendy Benedetto Councilmembers Paul J. Hogan, Terrell D. Wilson, Mary K. Clute, Dick Gibbs, William Billy Woodruff, Marilyn B. Bellock, Traci A. Fletcher, Julia Fisher-Perrier

Monday, December 12, 2016 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present: Wendy Benedetto, Paul J. Hogan, Terrell D. Wilson, Mary K. Clute, John R. Dick, Dick Gibbs, William Woodruff, Marilyn B. Bellock, and Traci A. Fletcher. Absent: Julia Fisher-Perrier

Also Present

Parish President Lary Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director of Procurement, Personnel, and Government Buildings Daniel Duhe, Executive Director of Community Affairs Dwayne LaGrange, Executive Director of Technology and Communications Anthony Ayo, Finance Director Grant Dussan, Public Works/Wastewater Director Clayton Fauchaux, Planning & Zoning Director Michael Albert, Grants Officer Carla Chasson, Public Information Officer Trianne Stabin, Wastewater Director Robbie Brou, Community Services Director Jean Torgler Diaz, Parks and Recreation Director Dwayne Foret, WIOA Director Tommy Scott

CALL TO ORDER

PRAYER / PLEDGE

Pastor Kirby Day, Covenant Church, Deshaire

APPROVAL OF MINUTES

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to approve the minutes from the special meeting of October 27, 2016, the special meeting of November 1, 2016, and the regular meeting of November 14, 2016. The motion carried by the following vote: Yes: Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2016-0422

In Recognition: Carl Montel, St. Charles Parish Library

Sponsor: Ms. Fisher-Perrier. Read

2016-0423

In Recognition: Coach Stephen Robicheaux, Destrehan High School

Sponsor: Mr. Cochran. Read

2016-0424

In Recognition: Arkenia, Inc., 2016 Manufacturer of the Year

Sponsor: Mr. Wilson. Read

2016-0426

In Recognition: Trash Bash Awards 2016 Fall Trash Bash Photo Contest Winner: New Life Community Church. 2016 Fall Trash Bash Photo Contest Winner: Claire Picou

Sponsor: Mr. Cochran. Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2016-0361

South Louisiana Port Commission. Mr. Paul Austin, Executive Director. Councilman Wilson spoke on the matter. Mr. Austin spoke on the matter. Councilwoman Clute spoke on the matter. Reported

2016-0428

Workforce Innovations and Opportunity Act (WIOA). Workforce Innovation and Opportunity Act Program Director Tommy Scott. Reported

2016-0429

Department of Legal Services. Legal Services Director Robert Raymond. Councilman Hogan spoke on the matter. Mr. Raymond spoke on the matter. Reported

2016-0430

Parish President Remarks/Report. Sponsor: Mr. Cochran. Parish President Lary Cochran presented Finance Director Grant Dussan with the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for 2016. Finance Director Grant Dussan spoke on the matter. Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BENEDETTO AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, JANUARY 9, 2017, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2016-0432

An ordinance approving and authorizing the execution of Change Order No. 1 (for Parish Project No P160302-1, Road Maintenance 2016, to balance the contract quantities with actual quantities resulting in an increase of \$218,700.12 and a decrease in time of twenty one (21) days.

Sponsor: Mr. Cochran and Department of Public Works. Public Hearing Scheduled for Public Hearing to the Parish Council on January 9, 2017

2016-0433

An ordinance to approve and authorize the execution of Change Order No. 3 for the West Regional Library Renovation located at 105 Lakewood Drive in Luling, to increase the contract amount by \$4,860.78 and to increase the contract time by eight (8) days.

Sponsor: Mr. Cochran. Public Hearing Scheduled for Public Hearing to the Parish Council on January 9, 2017

2016-0370

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

Sponsor: Mr. Hogan. Public Hearing Scheduled for Public Hearing to the Parish Council on January 9, 2017

2016-0434

An ordinance to amend the Code of Ordinances for St. Charles Parish, Chapter 11 Health & Sanitation, Article III, Open Outdoor Burning, to revise Section 11-31, Enforcement.

Sponsor: Mr. Hogan. Public Hearing Scheduled for Public Hearing to the Parish Council on January 9, 2017

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2016-0341

An ordinance to amend the Code of Ordinances for St. Charles Parish, Chapter 11 Health & Sanitation, Article III, Open Outdoor Burning, Section 11-29. Exceptions to prohibition against outdoor burning, (b) to provide specific restrictions for campfires, bonfires, and other fires and to amend Section 11-30, Violations and penalties, (b) to increase the fine for violations and penalties.

Sponsor: Mr. Hogan. A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to accept the second revised version of File No. 2016-0341 that was handed out to councilmembers. The motion carried by the following vote: Yes: Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier

Amended

2016-0341

An ordinance to amend the Code of Ordinances for St. Charles Parish, Chapter 11 Health & Sanitation, Article III, Open Outdoor Burning, Section 11-29. Exceptions to prohibition against outdoor burning, (b) to provide specific restrictions for campfires, bonfires, and other fires and to amend Section 11-30, Violations and penalties, (b) to increase the fine for violations and penalties.

Sponsor: Mr. Hogan. Reported: Councilman Hogan Recommended: Approval. Speaker: Mr. Stephen Hartsprung, St. Rose. Ms. Anna Hafkesing, St. Rose. Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Enactment No: 16-12-1

2016-0400

An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2017 through 2019 in accordance with the Parish Transportation Act.

Sponsor: Mr. Cochran and Department of Finance. Reported: Finance Department Recommended: Approval. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Enactment No: 16-12-2

2016-0402

An ordinance to approve and authorize the execution of a Cooperative Endorsement Agreement with the St. Charles Community C.A.R.E. Center Foundation, Inc. for the provision of services.

Sponsor: Mr. Cochran, Ms. Benedetto, Mr. Hogan, Mr. Wilson, Ms. Clute, Mr. Gibbs, Mr. Woodruff, Ms. Bellock, Ms. Fletcher and Ms. Fisher-Perrier. Reported: Parish President Recommended: Approval. Councilwoman Benedetto Recommended: Approval. Councilman Hogan Recommended: Approval. Councilwoman Wilson Recommended: Approval. Councilwoman Clute Recommended: Approval. Councilman Gibbs Recommended: Approval. Councilman Woodruff Recommended: Approval. Councilwoman Bellock Recommended: Approval. Councilwoman Fletcher Recommended: Approval. Councilwoman Fisher-Perrier Recommended: Approval

Chief Administrative Officer Billy Raymond spoke on the matter. Public Hearing Requirements Satisfied

Council Discussion. Mr. Raymond spoke on the matter. Councilman Hogan motioned to amend the proposed ordinance in the Agreement in "Section 2-Duration" to change "...ending September 31, 2017, but may be renewed..." to read "...ending December 31, 2017, but shall be renewed..." Motion failed for lack of a second.

VOTE ON THE PROPOSED ORDINANCE

Yes: 7 - Benedetto, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 1 - Hogan. Absent: Fisher-Perrier. Enactment No: 16-12-3

2016-0403

An ordinance approving the re-establishment of a Regional Planning Commission to include the Parishes of St. Charles and St. John the Baptist jointly with the Parishes of Jefferson, Orleans, Plaquemine, St. Bernard, St. Tammany, and Tangipahoa.

Sponsor: Mr. Cochran. A motion was made by Councilmember Fletcher, seconded by Councilmember Clute, to accept the revised version of File No. 2016-0403. The motion carried by the following vote:

Yes: 6 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Amended

2016-0403

An ordinance approving the re-establishment of a Regional Planning Commission to include the Parishes of St. Charles and St. John the Baptist jointly with the Parishes of Jefferson, Orleans, Plaquemine, St. Bernard, St. Tammany, and Tangipahoa.

Sponsor: Mr. Cochran. Reported: Parish President Recommended: Approval. Chief Administrative Officer Billy Raymond spoke on the matter. Public Hearing Requirements Satisfied

Council Discussion. Mr. Raymond spoke on the matter. Councilman Hogan motioned to postpone indefinitely File No. 2016-0403 and send to the Legislative Committee for review. Motion failed for lack of a second.

Further Council Discussion. Parish President Lary Cochran spoke on the matter. Mr. Raymond spoke on the matter. Public Works/Wastewater Director Clayton Fauchaux spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yes: 7 - Benedetto, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 1 - Hogan. Absent: Fisher-Perrier. Enactment No: 16-12-4

2016-0407

An ordinance to approve and authorize the execution of a Construction Contract with Frickey Brothers Construction, LLC, for the construction of Federal Project No. 22-00929, Rathbone Park Development, Phase II in the amount of \$647,070.55.

Sponsor: Mr. Cochran and Department of Parks and Recreation. Reported: Parks & Recreation Department Recommended: Approval. Speaker: Mr. Cory Savoia, Luling. Public Hearing Requirements Satisfied

Council Discussion. Parks & Recreation Director Dwayne Foret spoke on the matter. Councilwoman Benedetto spoke on Councilwoman Fisher-Perrier's behalf.

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Enactment No: 16-12-5

2016-0418

An ordinance to amend the 2016 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

Sponsor: Mr. Cochran and Department of Finance. Reported: Finance Department Recommended: Approval. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Enactment No: 16-12-6

2016-0417

An ordinance to approve and authorize the execution of an Agreement between the State of Louisiana Department of Transportation and Development and St. Charles Parish for the funding of the St. Charles West Bank Levee Multi-Use Path, Phases IV and V, State Project No. H.011801, Federal Aid Project No. HD11801.

Sponsor: Mr. Cochran, Grants Office and Mr. Wilson. Reported: Grants Office Recommended: Approval. Councilman Wilson Recommended: Approval. Grants Officer Carla Chasson spoke on the matter. Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Enactment No: 16-12-7

2016-0416

An ordinance to approve and authorize the execution of Amendment No. 4 to Ordinance No. 06-12-23, which approved a Professional Services Contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish to exercise the extension provision of said contract.

Sponsor: Mr. Cochran and Department of Public Works. Reported: Public Works Department Recommended: Approval. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Enactment No: 16-12-8

2016-0419

An ordinance to amend the Code of Ordinances, Chapter 23, Article I, in General, Section 23-2, Water service charges, III. Charge: to amend No. (3) General fees: by adding Safe Drinking Water Fee \$12.00 annually.

Sponsor: Mr. Cochran and Department of Waterworks. Reported: Waterworks Department Recommended: Approval. Public Hearing Requirements Satisfied

Council Discussion. Waterworks Director Robbie Brou spoke on the matter. Parish President Lary Cochran spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yes: 7 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff and Bellock. Nay: 1 - Fletcher. Absent: Fisher-Perrier. Enactment No: 16-12-9

2016-0420

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 16-10-2 which approved an Intergovernmental Participation Agreement with Terrebonne Parish Consolidated Government for use of the Terrebonne Parish Juvenile Justice Complex.

Sponsor: Mr. Cochran. Reported: Parish President Recommended: Approval. Chief Administrative Officer Billy Raymond spoke on the matter. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Enactment No: 16-12-10

RESOLUTIONS

2016-0427

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).

Sponsor: Mr. Cochran and Department of Community Services. Reported: Community Services Department Recommended: Approval. Public comment opened: no public comment.

VOTE ON THE PROPOSED RESOLUTION

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Enactment No: 6254

APPOINTMENTS

2016-0363

A resolution appointing Ms. Olivia Tate to the Zoning Board of Adjustment as the District I Representative.

VOTE ON THE APPOINTMENT OF MS. OLIVIA TATE

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Enactment No: 6259

2016-0365

A resolution appointing Mr. Cory Savoie to the Zoning Board of Adjustment as the District VII Representative.

VOTE ON THE APPOINTMENT OF MR. CORY SAVOIE

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Enactment No: 6258

2016-0385

A resolution to appoint Ms. LaSandra Gordon to the Planning & Zoning Commission as the District I Representative.

VOTE ON THE APPOINTMENT OF MS. LASANDRA GORDON

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Enactment No: 6257

2016-0408

A resolution appointing a member to the South Central Louisiana Human Services Authority Board.

A motion was made by Councilmember Benedetto, seconded by Councilmember Wilson, to defer File No. 2016-0408. The motion carried by the following vote:

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Deferred

2016-0409

Council Ex-Officio Appointment to the Housing Authority.

Nominee: Councilman Gibbs nominated Councilwoman Fisher-Perrier. Nomination(s) Accepted

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to Close Nomination(s) for File No. 2016-0409. The motion carried by the following vote:

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Nomination(s) Closed

2016-0411

A resolution to appoint a member to the Library Service District Board of Control as the District I Representative.

Nominee: Councilman Wilson nominated Ms. Charlene Alexander-Armstrong. Nomination(s) Accepted

A motion was made by Councilmember Benedetto, seconded by Councilmember Fletcher, to Close Nomination(s) for File No. 2016-0411. The motion carried by the following vote:

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Nomination(s) Closed

2016-0426

A resolution to appoint Mr. Craig Pettit to the St. Charles Parish Communications District representing the St. Charles Parish President's Office.

Sponsor: Mr. Cochran. VOTE ON THE APPOINTMENT OF MR. CRAIG PETTIT

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Nomination(s) Closed

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2016-0401

Adopt 2017 Parish Council Meeting Schedule

Amendment: to amend the proposed Parish Council Meeting Schedule to change November 6th and November 20th Parish Council Meetings to November 13th and November 27th; change December 4th Parish Council Meeting to December 11th and remove December 18th.

A motion was made by Councilmember Benedetto, seconded by Councilmember Fletcher, to amend File No. 2016-0401. The motion carried by the following vote:

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Amended

A motion was made to Adopt the 2017 Parish Council Meeting Schedule as Amended. The motion carried by the following vote:

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier. Adopted

2016-0405

Council Appointment of Councilman Terrell D. Wilson as Presiding Officer for 2017, Chairman, St. Charles Parish Council.

VOTE ON THE APPOINTMENT OF COUNCILMAN TERRELL D. WILSON

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier

2016-0406

Council Appointment of Councilwoman Traci A. Fletcher as Presiding Officer for 2017, Vice-Chairman, St. Charles Parish Council.

VOTE ON THE APPOINTMENT OF COUNCILWOMAN TRACI A. FLETCHER

Yes: 7 - Benedetto, Hogan, Wilson, Clute, Gibbs, Bellock and Fletcher. Nay: 1 - Woodruff. Absent: Fisher-Perrier

ADJOURNMENT

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to adjourn the meeting at approximately 7:48 pm. The motion carried by the following vote:

Yes: 8 - Benedetto, Hogan, Wilson, Clute, Gibbs, Woodruff, Bellock and Fletcher. Nay: 0. Absent: Fisher-Perrier

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Tiffany J. Clark, Council Secretary

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, JANUARY 23, 2017, 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.

2016-0437 INTRODUCED BY: MARILYN B. BELLOCK, COUNCILWOMAN, DISTRICT V ORDINANCE NO. 17-1-3

An ordinance to rename Preston Hollow Road, St. Rose to Rowena Smith Drive. WHEREAS, upon dedication of the Preston Hollow Subdivision the street name Preston Hollow Road was accepted; and, WHEREAS, it is the desire of the residents that the name be changed to Rowena Smith Drive.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the following street name in St. Rose be changed. FROM TO Preston Hollow Road (Public) Rowena Smith Drive (Public) SECTION II. That a copy of this ordinance be sent to the St. Charles Parish Communications District, the St. Charles Parish Planning Department and the U. S. Postal Service.

SECTION III. That the Parish Administration be directed to install all proper street signs on the appropriate street. 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 23rd day of January, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Donald B. Johnson SECRETARY: [Signature] DIVISION PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED: [Signature] PARISH PRESIDENT: [Signature] RET. SECRETARY: [Signature] AT: 4:52a RECD BY: [Signature]

2017-0005 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS) ST. CHARLES PARISH COUNCIL ORDINANCE NO. 17-1-4

An ordinance to approve and authorize the execution of a Contract for Engineering Services with Shread-Kuykendall & Associates, Inc. for necessary professional engineering services associated with Parish Project No. P170101 Improve Storm Water Conveyance Under Airline Highway.

WHEREAS, the St. Charles Parish Council desires to have the following described project undertaken: PROJECT DESCRIPTION: Engineering services for Parish Project No. P170101 Improve Storm Water Conveyance Under Airline Highway. The service will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection; and,

WHEREAS, five storm water culverts crossing under Airline Highway between Almedia Rd. and the Jefferson-St Charles Parish line are too small to adequately convey storm water to the north side of Airline Highway, where it eventually flows to Lake Pontchartrain; and, WHEREAS, the landscape and development in the area has changed considerably and improving drainage under Airline Highway at these five crossings is critical in achieving future flooding improvements in the area bound by River Rd., Almedia Rd., Airline Highway, and the Jefferson-St Charles Parish line; and,

WHEREAS, because of the complexity of the project, it will be implemented in phases so as to better control project timing and cost. Phase I Task Order will include the design and engineering estimated cost of each crossing separately and construction of a selection of the five crossings based on priority and funding.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the contract for Engineering Services between Shread-Kuykendall & Associates, Inc. and the Parish of St. Charles is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Engineering Services Contract 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 23rd day of January, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Donald B. Johnson SECRETARY: [Signature] DIVISION PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED: [Signature] PARISH PRESIDENT: [Signature] RET. SECRETARY: [Signature] AT: 4:52a RECD BY: [Signature]

MULTIPHASE PROJECT CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 26th day of January, 2017, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Shread - Kuykendall & Associates, Inc., a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the P170101 Improve Storm Water Conveyance Under Airline Highway project as described in Ordinance No. 17-1-4 which is attached hereto and made a part hereof.

1.0 GENERAL The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed.

1.1 A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each Task Order shall become an Addendum to and a part of this Contract in accordance with Exhibit A on page 19. The Owner may terminate the Contract or any Task Order by written notification and without cause per Section 7.0. Issuance of a Task Order will serve as the Owner's approval to begin a subsequent phase.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection. 2.1.2 In general, the Project consists of the Design and Construction Management of the following major elements or phases. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.

Five storm water culverts crossing under Airline Highway between Almedia Rd. and the Jefferson-St Charles Parish line are too small to adequately convey storm water to the north side of Airline Highway, where it eventually flows to Lake Pontchartrain. Improving drainage under Airline Highway at these five crossings is critical in achieving future flooding improvements in the area bound by River Rd., Almedia Rd., Airline Highway, and the Jefferson-St Charles Parish line.

Replacing these culverts will be performed either in sequence or concurrently based on severity of their lack of capacity and available funding. Engineering services include design, bidding, and construction management. Phase I Task Order will include the design and engineering estimated cost of each crossing separately and construction of a selection of the five crossings based on priority and funding.

2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered. 2.1.4 Engineer shall obtain from Owner a task order authorization to proceed for each phase of the Project. 2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

2.2 Task Order Conceptual Design

2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the task order phase of the Project. 2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner. 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements. 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the task order phase of the Project, and participating in consultations with such authorities. 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions. 2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's

findings and recommendations. The Report will contain as a minimum:

- Discussion of project background and need.
• Schematic layouts, sketches, or photographs.
• Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
• Any special material specifications including major equipment specifications.
• A preliminary cost estimate for each alternative.
• Engineer's conceptual opinion of probable costs for the selected alternative.
• Project Master Schedule - If task orders are interrelated.
• Task Order project schedule. Schedule will include all aspects of the project/task order from conceptual design to project closure.
• Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing. Engineer shall also determine if more than one permit will be required for subsequent Task Orders and a cost effective process to minimize multiple permit expenses.
• Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.
2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the task order authorization.
• Five(5) copies of the report for review.
• Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the Master and Task Order project schedules in Microsoft Project format.
• All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.3 Task Order Design Memorandum

2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties. 2.3.2 The Design Memorandum will consist minimally of the following sections:

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

2.3.3 The engineer will deliver to owner within 15 days following task order authorization a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver an estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm. 2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report. 2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the task order authorization.

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

2.4 Task Order Final Design

2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute. 2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications. 2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).

2.4.4 Meeting with the Owner and presenting the final design. 2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the task order authorization.

- Three(3) copies of the contract/bid document for review.
• Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master and Task Order project schedules in Microsoft Project format.
• Two(2) copies of the drawings - D Size for review.
• Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format.
• All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.5 Task Order Bidding

2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for bidding purposes. 2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders. 2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. 2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents. 2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents. 2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as required by the Parish for introduction and Council vote.

2.6 Task Order Construction

2.6.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing. 2.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress. 2.6.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on the information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work. 2.6.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concepts was

reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

2.6.3 Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. 2.6.4 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents. 2.6.5 Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.

2.6.6 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval. 2.6.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

2.6.8 Dispute Between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. 2.6.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules: 2.6.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.6.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.

2.6.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments. 2.6.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).

2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings". 2.6.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project. 2.6.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.

2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws. 2.7 Task Order Close-out and Facility Operation The Engineer shall: 2.7.1 Provide start-up services for the new facility. 2.7.2 Prepare training materials and provide training of Owner's staff to operate and maintain the new equipment if specified in the Task Order. Training will consist of classroom and hands-on training using the installed equipment. 2.7.3 Assemble required sets of equipment manufacturer's operation and maintenance manuals if specified in the Task Order. 2.7.4 Assemble required sets of approved shop drawings in proper order if specified in the Task Order. 2.7.5 Provide technical consultation and assistance in correcting warranty items. 2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system. 2.7.7 Prepare a final set of stamped project drawings reflecting "as built" (along with one(1) electronic file copy of these drawings in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "as built"). 2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work. 2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.

2.8 Resident Engineer and Inspection 2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner. 2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor. 2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2.8.4 Duties and Responsibilities of RPR.

2.8.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

2.8.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

2.8.4.3 Liaison:

- Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- Assist in obtaining from Owner additional details or information when required for proper execution of the Work.

2.8.4.4 Shop Drawings and Samples:

- Record date of receipt of Shop Drawings and samples.
- Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
- Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.

2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.

- Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
- Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
- Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

2.8.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.

2.8.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.

2.8.4.8 Records.

- Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
- Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
- Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- Keep pictorial record of progress of project.

2.8.4.9 Reports:

- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
- Report immediately to Engineer and Owner upon the occurrence of any accident.

2.8.4.10 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

2.8.4.11 Certificates, Maintenance and Operations Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

2.8.4.12 Completion.

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.

2.8.5 Limitation of Authority.

2.8.5.1 Resident Project Representative

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- Shall not authorize Owner to occupy the project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

3.0 SERVICES OF THE OWNER

3.1 Provide full information as to the requirements of the Task Order.

3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.

3.3 Guarantee access to and make all provisions for the Engineer and his sub consultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:

4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the project, a lump sum estimate by the Engineer, or billable hours for a not to exceed amount according to rates in Exhibit C on page 21. Compensation type will be stated in the Task Order. If the percentage of construction method is to be used, the fee shall be determined by referring to curve A on page 20 (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineers' Manual No. 45, 1980 Edition.

4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion

of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.

4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.

4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Task Order Conceptual Design, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Section 2.3 Task Order Design Memorandum, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Task Order Final Design, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
 - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Sections 2.5 Task Order Bidding, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Task Order Construction, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Task Order Close-out and Facility Operation, Paragraphs 2.7.1 through 2.7.9 inclusive, the Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- 4.1.1.4** Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
 - For performing services outlined in Section 2.2, Task Order Conceptual Design, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Section 2.3 Task Order Design Memorandum, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Task Order Final Design, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
 - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
 - 4.1.1.5** If the Task Order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0

4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be billable hours for a not to exceed amount.

4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc., Owner shall pay Engineer based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours for a not to exceed amount or lump sum.

4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

 - A copy of the Owner's written authorization to perform the service.
 - Timesheets for all hours invoiced.
 - Invoice copies, logs or other substantiation of nonsalary expenses.

4.2.3 For Additional Services that Engineer acquires from subcontractors and/or sub consultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

 - A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
 - Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.

4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.

5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.

5.1.2.1 Providing necessary design topographic surveying for the Task Order to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.

5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.

5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

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

5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Task Order or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.

5.1.2.7 Providing renderings or models for Owner's use.

5.1.2.8 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.

5.1.2.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.

5.1.2.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.

5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

6.0 OWNERSHIP OF DOCUMENTS.

6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Task Order and, shall be delivered to the Owner prior to termination or final completion of the Contract.

6.2 Engineer may retain a set of documents for its files.

6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.

6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

7.0 TERMINATION.

7.1 This Agreement or any Task Order may be terminated by either party upon thirty (30) days written notice.

7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.

7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.

7.5 Failure to meet agreed delivery dates or authorized extensions pertaining to Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures.

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

9.0 SUCCESSORS AND ASSIGNS

9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

10.0 INSURANCE

10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

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

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

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

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

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

11.0 GENERAL.

11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property, growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractor and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.

11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.

11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.

11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.

11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

12.0 ACCESS TO SITE.

12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

13.0 WARRANTY.

13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.

13.2 If Engineering Services for a task order designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES: ST. CHARLES PARISH

Bob S. Delahous
Jiffy Kober

Larry Cochran
Larry Cochran
Parish President

WITNESSES: SHREAD-KUYRKENDALL & ASSOCIATES, INC.

R.M. Shread
Richard R. Shread

Richard R. Shread
Richard R. Shread
President

EXHIBIT B

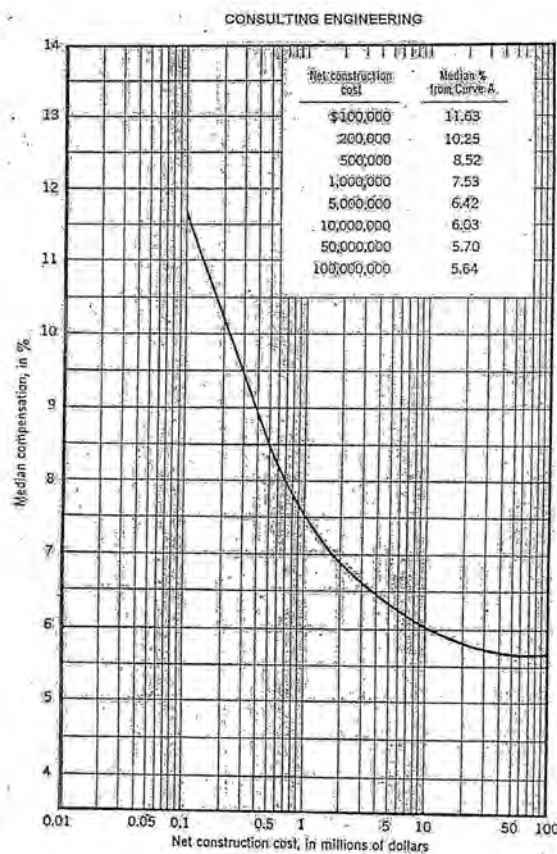


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY [1980]

EXHIBIT C

SHREAD-KUYRKENDALL & ASSOCIATES, INC.

HOURLY RATE SCHEDULE

Effective 1/1/16

| LABOR CATEGORY | RATE |
|---------------------------------|-------------|
| Principal | \$240.00/hr |
| Project/Program Manager | \$230.00/hr |
| Deputy Project/Program Manager | \$200.00/hr |
| Senior Professional Engineer | \$180.00/hr |
| Senior Technical Advisor | \$175.00/hr |
| Professional Engineer | \$150.00/hr |
| Graduate Engineer | \$105.00/hr |
| Technician I/CADD Designer | \$95.00/hr |
| Technician II/CADD Designer | \$85.00/hr |
| Administrative Assistant | \$65.00/hr |
| Construction Manager | \$120.00/hr |
| Resident Project Representative | \$75.00/hr |
| O & M Specialist | \$105.00/hr |
| 3-Man Survey Crew | \$165.00/hr |
| Engineering Technicians | \$105.00/hr |
| Survey Supervisor | \$165.00/hr |

2017-006

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS) JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII

ORDINANCE NO. 17-1-6

An ordinance to approve the creation of an "ALL-WAY STOP" intersection at the intersection of Lac Catahoula Dr. and Lac Calcasieu Dr. in Luling and to allow the installation and maintenance of traffic signs as required.

WHEREAS, a resident of the Ashton Subdivision, through the St. Charles Parish website questioned the traffic signing of the intersection of Lac Catahoula Dr. and Lac Calcasieu Dr.; and,

WHEREAS, upon investigation by the Department of Public Works, it was determined that the current configuration of signs at the intersection could be improved by creating an "ALL-WAY STOP" condition; and,

WHEREAS, the St. Charles Parish Code of Ordinances, Chapter 15 Motor Vehicles and Traffic, provides for the installation of traffic control signs.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That there is hereby established the creation of an "ALL-WAY STOP" intersection at the intersection of Lac Catahoula Dr. and Lac Calcasieu Dr. in Luling.

SECTION II. That the Department of Public Works is hereby authorized to erect and maintain appropriate signage for the intersection.

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 23rd day of January, 2017, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 7:52a RECD BY: [Signature]

2017-009

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF WASTEWATER)

ORDINANCE NO. 17-1-6

An ordinance to approve and authorize the Parish President to execute an Act of Revocation over property identified as Parcel 1-1 and Parcel 1-1C in Hahnville, LA, which property is more particularly described in the Act of Revocation attached hereto and made a part hereof.

WHEREAS, the Parish acquired a sewer servitude by Grant of Servitude from Roswell Weil, Dr. George S. Kantor, Richard L. Weil, John L. Weil, and Maureen Weil Stein dated July 1, 1999 and recorded in St. Charles Parish conveyance records on July 16, 1999 in COB 556, Folio 380, Instrument #234808 for the purposes of constructing, operating, maintaining, repairing, and/or replacing sewerage improvements; and,

WHEREAS, the servitude was acquired to install a sewer force main extending from the Kilona area along LA Highway 3127 towards LA Highway 3160 to the St. Charles Parish Wastewater Treatment Plant due to a history of problems competing with the sewer line extending along LA Highway 3127 coming from the other direction of I-310; and,

WHEREAS, the force main has been redesigned since the granting of the servitude by the landowners and can no longer be utilized for the project; and,

WHEREAS, there is no longer a public purpose for the described servitude and an Act of Revocation attached hereto will release the land from the servitude.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to execute an Act of Revocation with Richard Weil, John Weil, Maureen Weil Stein, Dr. George S. Kantor, and/or all other owners of record, as their interests may appear releasing the Grant of Servitude dated July 1, 1999 and recorded in St. Charles Parish on July 16, 1999 in COB 556, Folio 380, instrument #234808.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said revocation.

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 the 23rd day of January, 2017, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 7:52a RECD BY: [Signature]

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

ACT OF REVOCATION BY AND BETWEEN RICHARD L. WEIL, JOHN L. WEIL, MAUREEN WEIL STEIN & DR. GEORGE S. KANTOR AND ST. CHARLES PARISH

BE IT KNOWN, that on this day of in the year two thousand and seventeen (2017).

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

RICHARD L. WEIL, a person of legal age and resident of Larimer County, Colorado, who declared under the undersigned Notary, that he has been married but and then to whom he currently lives and resides with, and further that his mailing address is 1910 Lakeside Resort Lane, Fort Collins, Colorado 80524; and

JOHN L. WEIL, Louisiana, who declared under the undersigned Notary, that he has been married but and then to whom he currently lives and resides with, and further that his mailing address is 373 Broadway Street, New Orleans, Louisiana 70118; and

MAUREEN WEIL STEIN, a person of legal age and resident of Orleans Parish, Louisiana, who declared under the undersigned Notary, that she has been married but and then to whom she currently lives and resides with, and further that her mailing address is 1505 Calhoun Street, New Orleans, Louisiana 70118; and

DR. GEORGE S. KANTOR, a person of legal age and resident of Palm Beach County, Florida, who declared under the undersigned Notary, that he has been married but and then to whom he currently lives and resides with, and further that his mailing address is 11211 Prosperity Farms Road, Palm Beach Gardens, Florida 33410;

hereinafter collectively designated as "GRANTOR", and;

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by LARRY COCHRAN, its Parish President, whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. 17-1-6, adopted by St. Charles Parish Council on January 23, 2017, a copy of which is attached hereto and made a part hereof.

hereinafter designated as "GRANTEE",

Appearers declare that GRANTOR is successor in interest to Roswell Weil, Dr. George S. Kantor, Richard L. Weil, John L. Weil, and Maureen Weil Stein for the following described property who did grant a certain servitude to St. Charles Parish, that the certain Grant of Servitude, dated July 1, 1999 was recorded in St. Charles Parish on July 16, 1999 in COB 556, Folio 380, Instrument #234808, and that the certain servitude was for the purposes of constructing, operating, maintaining, repairing, and/or replacing sewerage improvements on the following described property situated in St. Charles Parish, to-wit:

HAHNVILLE 3127 TO STP

Parcel 1-1

Commencing at the intersection of the northerly right of way line of LA 3127 and the line common to Section 10 and Section 68, T13S, R20E, the point of commencement, measure thence along the arc of a curve to the left having a radius of 6483.34 feet an arc length of 115.52 feet to a point, the point of beginning. Thence continuing along the arc of a curve to the left having a radius of 6483.34 feet an arc length of 10.55 feet to a point, measure thence N2002447°E a distance of 437.39 feet to a point, measure thence N23°20'46"E a distance of 528.09 feet to a point, measure thence N16°44'37"E a distance of 1485.09 feet to a point, measure thence N55°14'29"W a distance of 105.28 feet to a point, measure thence N17°06'03"E a distance of 929.25 feet to a point, measure thence N31°56'38"E a distance of 226.26 feet to a point, measure thence S57°39'13"E a distance of 1.00 feet, measure thence S31°56'38"W a distance of 223.89 feet, measure thence S17°06'03"W a distance of 920.64 feet, measure thence S55°14'29"E a distance of 105.24 feet to a point, measure thence S16°44'37"W a distance of 1492.93 feet to a point, measure thence S23°20'46"W a distance of 528.41 feet to a point, measure thence S2002447°W a distance of 440.49 feet to a point, the point of beginning. Said Parcel contains 37,109.81 square feet.

AND a temporary Construction Servitude on the following described property situated in St. Charles Parish, to-wit:

Parcel 1-1C

Commencing at the intersection of the northerly right of way line of LA 3127 and the line common Section 10 and Section 68, T13S, R20E, the point of commencement, measure thence along the arc of a curve to the left having a radius of 6483.34 feet an arc length of 115.52 feet, to a point, the point of beginning. Thence continuing along the arc of a curve to the left having a radius of 6483.34 feet an arc length of 21.12 feet to a point, measure thence N2002447°E a distance of 440.49 feet to a point, measure thence N23°20'46"E a distance of 528.41 feet to a point, measure thence N16°44'37"E a distance of 1492.93 feet to a point, measure thence N55°14'29"W a distance of 105.24 feet to a point, measure thence N17°06'03"E a distance of 920.64 feet to a point, measure thence N31°56'38"E a distance of 223.89 feet to a point, measure thence S57°39'13"E a distance of 20.00 feet, measure thence S31°56'38"W a distance of 221.14 feet, measure thence S17°06'03"W a distance of 903.41 feet, measure thence S55°14'29"E a distance of 1.0514 feet to a point, measure thence S16°44'37"W a distance of 1508.62 feet to a point, measure thence S23°20'46"W a distance of 529.05 feet to a point, measure thence S2002447°W a distance of 446.76 feet to a point, the point of beginning. Said Parcel contains 74,257.14 square feet.

NOW THEREFORE, because it has been determined by Ordinance No. 17-1-6, adopted by St. Charles Parish Council on January 23, 2017, a copy of which is attached hereto and made a part hereof, that the above described servitudes serve no public function whatsoever due to the project having never been constructed that GRANTEE does hereby convey, transfer, assign, release, revoke, set over, abandon, and quitclaim to GRANTOR all of its rights, title, and interest in and to that certain servitude recorded in St. Charles Parish on July 16, 1999 in COB 556, Folio 380, Instrument #234808.

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 23rd day of September, 2016, after a due reading of the whole.

WITNESSES: [Signatures] GRANTOR: RICHARD L. WEIL [Signature]

ACKNOWLEDGEMENT

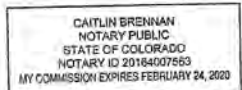
STATE OF Colorado PARISH/COUNTY OF Larimer

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish/County and State, personally came and appeared RICHARD L. WEIL, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that RICHARD L. WEIL, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed and acknowledged said instrument to be his voluntary act and deed.

IN FAITH WHEREOF, Apparer executed this acknowledgment in the aforesaid Parish/County of Larimer, State of Colorado, on this 23rd day of September, 2016, before me, the undersigned Notary Public, duly commissioned and qualified.

[Signature] NOTARY PUBLIC

Printed Name: Caitlin Brennan Notary Identification or Bar Roll No.: 20164007563 My Commission expires: February 24, 2020



IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 19th day of October, 2016, after a due reading of the whole.

WITNESSES: [Signatures] GRANTOR: JOHN L. WEIL [Signature]

ACKNOWLEDGEMENT

STATE OF Louisiana PARISH/COUNTY OF Orleans

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish/County and State, personally came and appeared JOHN L. WEIL, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that JOHN L. WEIL, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed and acknowledged said instrument to be his voluntary act and deed.

IN FAITH WHEREOF, Apparer executed this acknowledgment in the aforesaid Parish/County of Orleans, State of Louisiana, on this 19th day of October, 2016, before me, the undersigned Notary Public, duly commissioned and qualified.

[Signature]

NOTARY PUBLIC

CHARLES A. MARTS Attorney at Law, Bar #34656 Notary Public #133803 Parish of Orleans, State of Louisiana My Commission expires: [Blank]

Printed Name: Notary Identification or Bar Roll No.: My Commission expires:

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as her free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the day of 2016, after a due reading of the whole.

WITNESSES: [Signatures] GRANTOR: MAUREEN WEIL STEIN [Signature]

ACKNOWLEDGEMENT

STATE OF PARISH/COUNTY OF

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish/County and State, personally came and appeared MAUREEN WEIL STEIN, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that MAUREEN WEIL STEIN, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed and acknowledged said instrument to be her voluntary act and deed.

IN FAITH WHEREOF, Apparer executed this acknowledgment in the aforesaid Parish/County of State of Louisiana, on this 25 day of May, 2016, before me, the undersigned Notary Public, duly commissioned and qualified.



Printed Name: Notary Identification or Bar Roll No.: My Commission expires:

In connection with Act of Revocation

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 31 day of October, 2016, after a due reading of the whole.

WITNESSES: [Signatures] GRANTOR: DR. GEORGE S. KANTOR [Signature]

ACKNOWLEDGEMENT

STATE OF Louisiana PARISH/COUNTY OF Orleans

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish/County and State, personally came and appeared DR. GEORGE S. KANTOR, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that DR. GEORGE S. KANTOR, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed and acknowledged said instrument to be his voluntary act and deed.

IN FAITH WHEREOF, Apparer executed this acknowledgment in the aforesaid Parish/County of Orleans, State of Louisiana, on this 31 day of October, 2016, before me, the undersigned Notary Public, duly commissioned and qualified.

NOTARY PUBLIC

Printed Name: Notary Identification or Bar Roll No.: My Commission expires:

DAVID R. RIZZO NOTARY PUBLIC (NOTARY ID 68756) PARISH OF ORLEANS-STATE OF LOUISIANA My Commission Expires is Issued For Life

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the day of 2017, after a due reading of the whole.

WITNESSES: [Signatures] GRANTOR: ST. CHARLES PARISH LARRY COCHRAN [Signature]

ACKNOWLEDGEMENT

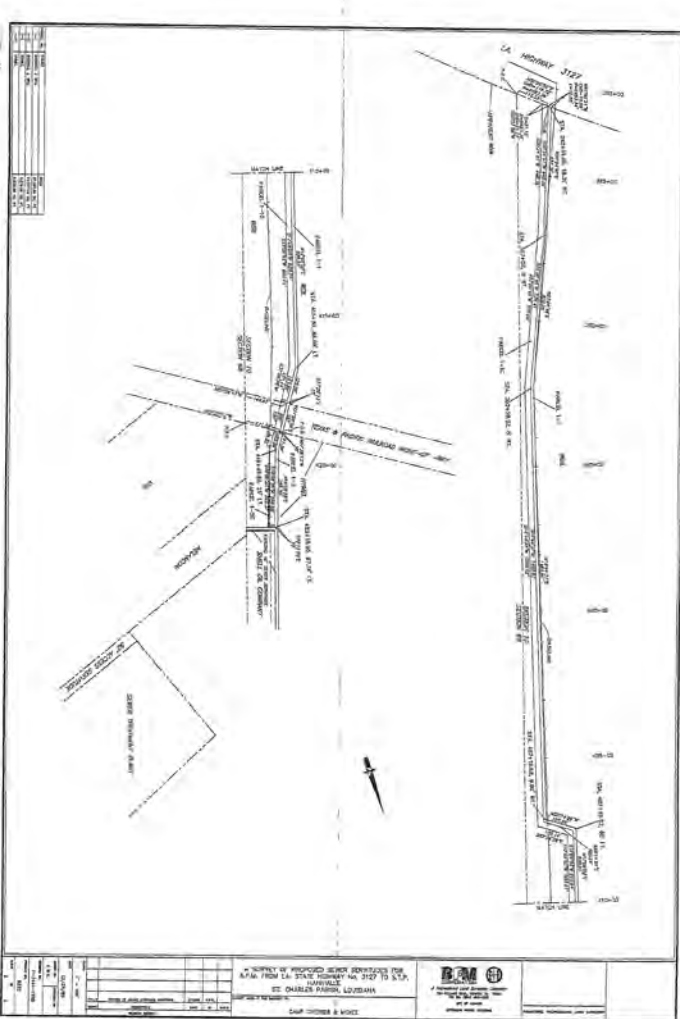
STATE OF LOUISIANA PARISH OF ST. CHARLES

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish and State, personally came and appeared LARRY COCHRAN, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that LARRY COCHRAN, signed the above and foregoing instrument on behalf of ST. CHARLES PARISH on the date thereof for the objects and purposes therein expressed, and acknowledged the same as their voluntary act and deed.

IN FAITH WHEREOF, Apparer executed this acknowledgment in the aforesaid Parish of St. Charles, State of Louisiana, on this day of 2017, before me, the undersigned Notary Public, duly commissioned and qualified.

NOTARY PUBLIC

Printed Name: Notary Identification or Bar Roll No.: My Commission expires:



2017-0010 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF WASTEWATER)

ORDINANCE NO. 17-1-7

An ordinance to approve and authorize the Parish President to acquire a perpetual servitude over, through, along, and across property identified as Parcel 1-1 in Hahnville, LA, which property is more particularly described in the Grant of Servitude attached hereto and made a part hereof, said property to be used for the installation of a 14" sewerage pipeline in connection with Parish Project Killona Force Main Extension (S030101).

WHEREAS, the sewer line extending from the Killona area along LA Highway 3127 towards LA Highway 3180 to the St. Charles Parish Wastewater Treatment Plant in Hahnville, St. Charles Parish, Louisiana has a history of problems competing with the sewer line extending along LA Highway 3127 coming from the other direction of I-310; and,

WHEREAS, a force main was designed to carry sewage conveyed by the line coming from the Killona area directly to the Hahnville Wastewater Treatment Plant to eliminate this competition; and,

WHEREAS, the proposed force main requires the acquisition of a perpetual servitude ten feet (10') in width over, through, along, and across Parcel 1-1 in Section 10, Township 13 South - Range 20 East, Hahnville, St. Charles Parish, Louisiana, described in the Grant of Servitude attached hereto, from Richard Weil, John Weil, Maureen Weil Stein, George Kantor and/or all other owners of record, as their interests may appear; and,

WHEREAS, the force main project and the acquisition of the hereinafter described servitude is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$200.00 the property more particularly described in the Grant of Servitude attached hereto and made a part hereof, from Richard Weil, John Weil, Maureen Weil Stein, George Kantor and/or all other owners of record, as their interests may appear, said property to be used by St. Charles Parish for installation, operation, maintenance, inspection, repair, change, replacement and/or removal of said sewerage improvements.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase.

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 the 23rd day of January, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLD/DPARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 1:52 PM RECD BY: [Signature]

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

GRANT OF SERVITUDE BY AND BETWEEN RICHARD L. WEIL, JOHN L. WEIL, MAUREEN WEIL STEIN & DR. GEORGES. KANTOR AND ST. CHARLES PARISH

BE IT KNOWN, that on this day of the year two thousand and seventeen (2017).

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

RICHARD L. WEIL, a person of legal age and resident of Larimer County, Colorado, who declared unto the undersigned Notary, that he has been married but and then to whom he currently lives and resides with, and further that his mailing address is 1910 Lakeside Resort Lane, Fort Collins, Colorado 80524; and

JOHN L. WEIL, Louisiana, who declared unto the undersigned Notary, that he has been married but and then to whom he currently lives and resides with, and further that his mailing address is 373 Broadway Street, New Orleans, Louisiana 70118; and

MAUREEN WEIL STEIN, a person of legal age and resident of Orleans Parish, Louisiana, who declared unto the undersigned Notary, that she has been married but and then to whom she currently lives and resides with, and further that her mailing address is 1505 Calhoun Street, New Orleans, Louisiana 70118; and

DR. GEORGE S. KANTOR, a person of legal age and resident of Palm Beach County, Florida, who declared unto the undersigned Notary, that he has been married but and then to whom he currently lives and resides with, and further that his mailing address is 11211 Prosperity Farms Road, Palm Beach Gardens, Florida 33410;

hereinafter collectively designated as "GRANTOR", and;

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by LARRY COCHRAN, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. 17-1-7, adopted by St. Charles Parish Council on January 23, 2017 a copy of which is attached hereto and made a part hereof;

hereinafter designated as "GRANTEE".

GRANTOR does hereby grant, present, dedicate, assign, transfer, deliver, and set over a perpetual sewer servitude, easement, and right-of-way unto GRANTEE to locate, construct, maintain, repair, alter, operate, patrol and replace a sewerage pipeline, including all appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the GRANTOR, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitude and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, said property being more particularly described as follows:

KILLONA FORCE MAIN EXTENSION

Parcel 1-1

A right of way and easement ten feet (10') in width extending over, through, along and across a portion of Roswell J. Weil, et al. tract of land being part of Section 10, Township 13 South, Range 20 East, bounded now or formerly as follows: above by property owned by Leon J. Heurtin or assigns and below by Richard J. Keller or assigns; all being in the Southeastern District of Louisiana, West of the Mississippi River, about 31 miles above New Orleans, Louisiana.

Said ten foot (10') right of way and easement, being more particularly described as five feet (5') on either side of the centerline of the pipe and more fully shown on map prepared by Stephen P. Flynn, P.L.S. entitled "Proposed Sewer Force Main Parcel 1-1 Located in Section 10, T-13-S, R-20-E, Hahnville, St. Charles, Louisiana" dated July 27, 2015, attached as Exhibit "A".

TO HAVE AND TO HOLD said servitude, easements, and rights of way unto said GRANTEE, and its successors and assigns forever. The consideration for the herein described servitude is the price and sum of TWO HUNDRED AND 00/100 (\$200.00) DOLLARS, which GRANTEE has paid cash in hand, in current money, to said GRANTOR, who acknowledge the receipt thereof and grant full acquittance and discharge thereof.

GRANTOR grants unto GRANTEE the right of ingress and egress to and from said servitude for the purpose of constructing, installing, operating, maintaining, repairing, and/or replacing sewer improvements. GRANTEE retains the rights to fully use and enjoy the above-described property, except as to the rights here and above granted. GRANTEE agrees to indemnify and hold harmless GRANTOR from any and all damages, which GRANTEE may suffer, caused either wholly or

in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this sewer servitude.

This agreement may be executed in any number of counterparts, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgement pages from the various counterparts may be merged and combined with signature and acknowledgement pages from other counterparts.

(Remainder of page intentionally left blank)

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 23 day of September, 2016, after a due reading of the whole.

WITNESSES:

[Signature] Laila Lambourne
Print Name

[Signature] Mary Blay
Print Name

GRANTOR: RICHARD L. WEIL

[Signature]

ACKNOWLEDGEMENT

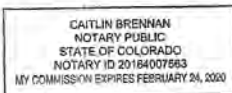
STATE OF Colorado
PARISH/COUNTY OF Larimer

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish/County and State, personally came and appeared RICHARD L. WEIL, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that RICHARD L. WEIL, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed and acknowledged said instrument to be his voluntary act and deed.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish/County of Larimer, State of Colorado, on this 23rd day of September, 2016, before me, the undersigned Notary Public, duly commissioned and qualified.

[Signature] Caitlin Brennan
NOTARY PUBLIC

Printed Name: Caitlin Brennan
Notary Identification or Bar Roll No.: 20164017563
My Commission expires: February 24, 2020



IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 19 day of October, 2016, after a due reading of the whole.

WITNESSES:

[Signature] Craig Colerant
Print Name

[Signature] Tom Setts
Print Name

GRANTOR: JOHN L. WEIL

[Signature]

ACKNOWLEDGEMENT

STATE OF Louisiana
PARISH/COUNTY OF Orleans

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish/County and State, personally came and appeared JOHN L. WEIL, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that JOHN L. WEIL, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed and acknowledged said instrument to be his voluntary act and deed.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish/County of Orleans, State of Louisiana, on this 19 day of October, 2016, before me, the undersigned Notary Public, duly commissioned and qualified.

[Signature] Charles A. Marts
NOTARY PUBLIC

Printed Name: Charles A. Marts
Notary Identification or Bar Roll No.: Attorney at Law, Bar #34686
Notary Public #133805
Parish of Orleans, State of Louisiana
My Commission expires:

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the day of 2016, after a due reading of the whole.

WITNESSES:

[Signature] Peter A. Noss
Print Name

[Signature] Tina Alagdon
Print Name

GRANTOR: MAUREEN WEIL STEIN

[Signature]

ACKNOWLEDGEMENT

STATE OF
PARISH/COUNTY OF

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish/County and State, personally came and appeared MAUREEN WEIL STEIN, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that MAUREEN WEIL STEIN, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed and acknowledged said instrument to be her voluntary act and deed.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish/County of Louisiana, State of LA, on this 25 day of July, 2016, before me, the undersigned Notary Public, duly commissioned and qualified.

[Signature] [Signature]

Printed Name: [Signature]
Notary Identification or Bar Roll No.: [Signature]
My Commission expires:



In connection with Grant of Servitude

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 31 day of October, 2016, after a due reading of the whole.

WITNESSES:

[Signature] J. Barrett Carter
Print Name

[Signature] Jane Dufour
Print Name

GRANTOR: DR. GEORGE S. KANTOR

[Signature]

ACKNOWLEDGEMENT

STATE OF Louisiana
PARISH/COUNTY OF Orleans

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish/County and State, personally came and appeared DR. GEORGE S. KANTOR, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that DR. GEORGE S. KANTOR, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed and acknowledged said instrument to be his voluntary act and deed.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish/County of Orleans, State of Louisiana, on this 31 day of October, 2016, before me, the undersigned Notary Public, duly commissioned and qualified.

[Signature] NOTARY PUBLIC

Printed Name:
Notary Identification or Bar Roll No.:
My Commission expires:

DAVID R. RIZZO
NOTARY PUBLIC
(NOTARY ID 68756)
PARISH OF ORLEANS-STATE OF LOUISIANA
My Commission Expires In Issued For Life

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the day of 2017, after a due reading of the whole.

WITNESSES:

[Signature]
Print Name

[Signature]
Print Name

GRANTEE: ST. CHARLES PARISH

LARRY COCHRAN

ACKNOWLEDGEMENT

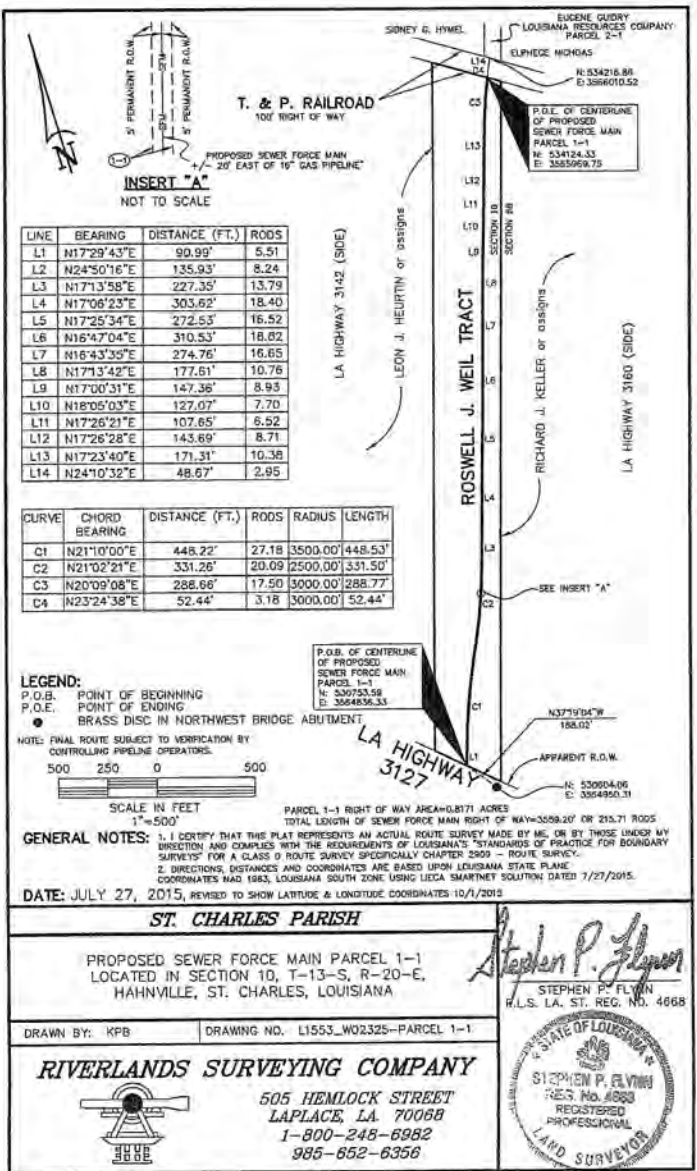
STATE OF LOUISIANA
PARISH OF ST. CHARLES

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish and State, personally came and appeared LARRY COCHRAN, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that LARRY COCHRAN, signed the above and foregoing instrument on behalf of ST. CHARLES PARISH on the date thereof for the objects and purposes therein expressed, and acknowledged the same as their voluntary act and deed.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish of St. Charles, State of Louisiana, on this day of 2017, before me, the undersigned Notary Public, duly commissioned and qualified.

[Signature] NOTARY PUBLIC

Printed Name:
Notary Identification or Bar Roll No.:
My Commission expires:



2017-0011 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (GRANTS OFFICE)

ORDINANCE NO. 17-1-8

An ordinance to approve and authorize the execution of a Federally Funded Agreement with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness for the Hazard Mitigation Grant Program for funding in the amount of \$5,648,301.00 to construct the Magnolia Ridge Pump Station in Boutte.

WHEREAS, in 2013, St. Charles Parish submitted a Hazard Mitigation Grant Program (HMGP) application for funding to construct the Magnolia Ridge Pump Station in Boutte; and,

WHEREAS, the Parish was notified by way of letter dated December 21, 2016, that the Parish's HMGP application for said project was approved for funding in the amount of \$5,648,301.00; and,

WHEREAS, the State has prepared the necessary Federally Funded Agreement to implement said project; and,

WHEREAS, it is the desire of the Parish Council to approve said Agreement. THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement by and between the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for the Hazard Mitigation Grant Program is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to the Hazard Mitigation Grant Program.

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 23rd day of January, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLD/DPARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 1:52 PM RECD BY: [Signature]

A Federally Funded Agreement Between the Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish

1.0 Introduction 1.1 The Federal Emergency Management Agency (hereinafter referred to as "Grantor") has made federal funds available to the State of Louisiana under the Hazard Mitigation Grant Program (HMGP), CFDA #97.039.

1.2 This Agreement addresses the use of those funds and is between the Governor's Office for Homeland Security and Emergency Preparedness (hereinafter referred to as "Grantee") and St. Charles Parish Government (hereinafter referred to as "Sub-Grantee").

2.0 Applicable Laws, Regulations and Policies 2.1 Federal Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 31 United States Code Section 1352 Title 44 Code of Federal Regulations Parts 13, 14 and 206 OMB Circular A-102 (Standard Form 424B (Rev. 7-97)) OMB Circular 110 2.2 State The Louisiana Homeland Security and Emergency Assistance and Disaster Acts, LRS Title 29, Chapter 6 Act 12 of the First Extraordinary Session, 2005 Act 458 of the Regular Session, 2006

Louisiana Revised Statute 40:1730.28
Louisiana Procurement Code, LRS Title 39, Chapter 17
Louisiana Hazard Mitigation Strategy (4 volumes)

3.0 Concept of Agreement

3.1 In order to implement the Magnolia Ridge Pump Station Project, the Grantor has provided funds to the Sub grantee through the Grantor's Hazard Mitigation Grant Program. The Sub grantee shall perform the necessary tasks, meet the required milestones and stay within the budgetary parameters outlined in the application for this project (HMGF #4080-089-0002, FEMA-4080-DR-LA, Project #3).

3.2 The application of the Sub grantee is incorporated into this Agreement as if copied here in its entirety.

3.3 Additional responsibilities of the Grantee and Sub grantee are as follows:

3.3.1 All applicable state and federal laws, regulations and policies shall be adhered during the execution of this project and more specifically:

3.3.2 Any changes to scope or budget shall comply with 44 CFR Part 13.
3.3.3 Sub grantee will comply with the limitation on the use of appropriated funds to influence certain Federal contracting and financial transactions as stated in 31 United States Code Section 1352.

3.3.4 Sub grantee will comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B (Rev. 7-87) as prescribed by OMB Circular A-102.
3.3.5 The Sub grantee will fully cooperate at all times with the Grantor as the project manager and the party accountable for all the funds of this project.

3.3.6 The Sub grantee agrees to meet all program and administrative requirements as dictated by the state and federal laws, regulations and policies related to herein and by any other requirements deemed necessary by the Grantor to carry out the intent of this Agreement, which may not be specifically referred to in this document.

4.0 Summary of Statement of Work

4.1 Pursuant to Hazard Mitigation Grant Program Project #4080-089-0002, FEMA-4080-DR-LA #3, the Sub grantee shall perform the following tasks:

4.1.1 Implement the Magnolia Ridge Pump Station Flood Protection and Capacity Increase.

5.0 Summary of Budget

Table with 2 columns: Item, Amount. Includes 5.1 Costs per task (Total \$11,296,601.00) and 5.3 Funding Sources (Federal share 50% \$5,648,301.00, Non-federal share 50% \$5,648,300.00).

6.0 Liability of Parties

6.1 This Agreement is intended for the benefit of the Grantor, Grantee and Sub grantee and does not confer any rights upon any other third parties.

6.2 All rights by and between the Grantor, Grantee and Sub grantee are limited to the actions outlined in the applicable state and federal laws, regulations and policies.

6.3 Sub grantee hereby holds harmless the Grantor from any actions or claims brought on behalf of any third parties who perform work and/or provides services on this project on behalf of the Sub grantee.

7.0 Legal Authorization

The Sub grantee hereby certifies that it possesses the legal authority to enter into this Agreement and that it is authorized to receive the federal funds outlined herein.

8.0 Notice and Contact

8.1 All notices between the Grantor and Sub grantor provided for pursuant to this Agreement shall be in writing, and sent first class, certified mail, return receipt requested.

8.2 The name and address of the Grantee's contract manager for this Agreement is:

Casey Tingle
Assistant Deputy Director
Governor's Office of Homeland Security and Emergency Preparedness
1500 Main Street
Baton Rouge, Louisiana 70802

The name and address of the designated agent responsible for the administration of this Agreement on behalf of the Sub grantee is:

Mailing and Overnight Address
Honorable Larry Cochran
Parish President
St. Charles Parish
Post Office Box 302
Hahnville, Louisiana 70057

8.3 In the event that the mailing address of the Grantee or Sub grantee changes during the term of this Agreement, or that there is a change in the designated points of contact, the party with this address change or change of contact shall immediately notify the other party of the change.

On behalf of their respective agencies, the Grantee and the Sub grantee have each executed this Agreement.

BY: James B. Waskom, Director
GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS
DATE:
BY: Honorable Larry Cochran, Parish President
St. Charles Parish
DATE: 1-27-17

2017-0001
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (BOND COUNSEL)
RESOLUTION NO. 6262

A resolution giving preliminary approval to the issuance of not to exceed Eight Million Dollars (\$8,000,000) of Taxable Limited Tax Bonds, of the Parish of St. Charles, State of Louisiana; making application to the State Bond Commission for approval of said Bonds; providing for the employment of bond counsel and providing for other matters in connection therewith.

BE IT RESOLVED by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority for the Parish of St. Charles, State of Louisiana, that:
SECTION 1. Preliminary Approval of the Bonds. Preliminary approval is given to the issuance of not exceeding Eight Million Dollars (\$8,000,000) of Taxable Limited Tax Bonds (the "Bonds") of the Parish of St. Charles, State of Louisiana (the "Issuer"), pursuant to Section 2304 of Title 30 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, for the purpose of acquiring, constructing and improving wastewater facilities and systems in the Parish, including those owned and operated by Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana, and paying the cost of issuance, said Bonds to be payable from and secured by an irrevocable pledge and dedication of the funds to be derived by the Issuer from the levy and collection of an (a) two and two-tenths (2.20) mills tax authorized at an election held on May 2, 2015 (such rate being subject to adjustment from time to time due to reassessment), which the Issuer is authorized to impose and collect in the years 2016 through 2044 (the "Tax"), and limited to the extent such levy would cause the combined millage levied to pay debt service on the Parish's General Obligation Refunding Bonds, Series 2012, and the millage from the Tax to total more than 2.20 mills in such year, adjusted as provided in the Louisiana Constitution. The Bonds will bear interest at a rate or rates not to exceed ninety-five hundredths of one percent (.95%) per annum, and will mature no later than March 1, 2039.

SECTION 2. Employment of Bond Counsel. This Governing Authority finds and determines that a real necessity exists for the employment of special counsel in connection with the issuance of the Bonds, and accordingly, Foley & Judell, L.L.P., of New Orleans, Louisiana, as Bond Counsel, is hereby employed to do and perform work of a traditional legal nature as bond counsel with respect to the issuance and sale of said Bonds. Said Bond Counsel shall prepare and submit to this Governing Authority for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of such Bonds, shall counsel and advise this Governing Authority as to the issuance and sale thereof and shall furnish its opinions covering the legality of the issuance of the Bonds. The fee of Bond Counsel for each issue or series of bonds shall be fixed at a sum not exceeding the fee allowed by the Attorney General's fee guidelines for such bond counsel work in connection with the issuance of such series of revenue bonds and based on the amount of said Bonds actually issued, sold, delivered and paid for, plus "out-of-pocket" expenses, said fees to be contingent upon the issuance, sale and delivery of said bonds. The President is hereby authorized and directed to execute, and this Governing Authority hereby agrees to and accepts the terms of, the engagement letter of Bond Counsel appended hereto as Exhibit A. A certified copy of this resolution shall be submitted to the Attorney General of the State of Louisiana for his written approval of said employment and of the fees herein designated, and the Council Secretary is hereby empowered and directed to provide for payment of the work herein specified upon completion thereof and under the conditions herein enumerated.

SECTION 3. State Bond Commission. Application is hereby made to the State Bond Commission, Baton Rouge, Louisiana, for approval of the issuance and sale of the Bonds and for consent and authority to proceed with the issuance and sale of the Bonds as provided above, and Bond Counsel is directed to make application to the State Bond Commission in accordance with the foregoing on behalf of the Issuer. By virtue of applicant/issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.", adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancements covered thereby.

The foregoing resolution 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 resolution was declared adopted this 23rd day of January, 2017, to become effective immediately.

CHAIRMAN: Terrill D. Wilton
SECRETARY:
D/LV/P/ARISH PRESIDENT:
APPROVED:
PARISH PRESIDENT:
RET/SECRETARY:
AT: 1:52 PM REC'D BY:

EXHIBIT A

ENGAGEMENT LETTER

January 23, 2017

Hon. Larry Cochran, President
Parish of St. Charles
Hahnville, Louisiana

Re: Proposed Taxable Limited Tax Bonds of the Parish of St. Charles, State of Louisiana

Dear Larry:

The purpose of this engagement letter is to set forth certain matters concerning the role we will

serve and the legal services we will provide as bond counsel to the Parish of St. Charles, State of Louisiana (the "Issuer") in connection with the issuance of the captioned bonds (the "Bonds"). We understand that the Bonds will be issued for the purpose of acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish, including those owned and operated by Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana, and paying the cost of issuance (the "Project").

As bond counsel, we will prepare and submit to the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Issuer for adoption all of the legal proceedings required for the authorization, issuance, sale and delivery of the Bonds and provide advice of a traditional legal nature as to the issuance and sale of the Bonds. Our job is principally to render certain opinions to the Issuer regarding the validity of the Bonds under applicable Louisiana law, and other matters as may be applicable. The bond opinion will be based on facts and law existing as of its date. In rendering such opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to our firm without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws and other resolutions relating to the Bonds. During the course of this engagement, we will rely upon the staff of the Issuer and the members of the Governing Authority to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds.

In our engagement as bond counsel, we will:

Confer with members of the working group, including you and other officials of the Issuer, relating to the Project and review legal issues relating to the structure of the Bond issue;

Prepare the Issuing Bond Resolution and all related financing documents (collectively, the "Bond Documents");

As requested, attend meetings of the Governing Authority at which the Bond Documents are adopted, including (as applicable) preparation of notices; Prepare the application for approval of the issuance of the Bonds by the State Bond Commission and attend the State Bond Commission meeting at which such approval will be considered;

Prepare the closing index and various closing certificates and supervise the execution of certain closing documents by the various parties thereto;

Prepare the Bonds and supervise their execution and authentication,

Prepare complete transcripts of record covering the issuance of the Bonds and furnishing the transcripts to various parties in connection therewith; and

Submit post-closing reports to the State Bond Commission, if required.

Our fee as bond counsel is based upon the terms, structure, size and schedule of the financing, the services provided, and the responsibilities assumed; however, our fee will not exceed that permitted by guidelines set forth by the Attorney General of the State of Louisiana and is subject to his approval. Our fee as bond counsel is a "contingent fee," meaning you are required to pay for our legal services only in the event the Bonds are actually sold and delivered.

Other vendors or members of the working group may charge additional fees or costs for their services.

We will continue to serve as bond counsel until the delivery of the Bonds; however, the Issuer and our firm each have the right to terminate this engagement at any time after providing reasonable advanced written notice, subject to the applicable rules of professional responsibility. Upon conclusion or termination of our representation of the Issuer, papers and property furnished by the Issuer will be returned promptly upon request.

Please note that we are not municipal advisors, and we do not render financial advice or other financial services to the Issuer; however, in the course of providing traditional legal services, we may provide factual information that is not specifically tailored to the Bonds or that does not rise to the level of a recommendation concerning a course of action. We will, however, analyze, discuss and advise the Issuer regarding the legal ramifications of the structure, timing, terms and other provisions of the Bonds, as these functions are essential to developing a plan of finance.

Applicable ethical rules in Louisiana prohibit us from undertaking this representation if we represent another party that is directly adverse to the Issuer or if there is a significant risk that other considerations will materially limit our representation of the Issuer. As you are aware, our firm represents many political subdivisions, including others in St. Charles Parish. At this time, we do not believe any other current or past engagement of our firm adversely affects our ability to represent the Issuer as provided in this letter; however, we invite you to discuss any concerns you have with us.

If this letter is acceptable to the Issuer, please so indicate by executing where indicated below and returning a copy to us, retaining the original for your files. We appreciate the opportunity to serve the Issuer and look forward to working with you.

FOLEY & JUELLE, L.L.P.

BY: JERRY R. OSBORNE, PARTNER

ACCEPTED AND APPROVED:
PARISH OF ST. CHARLES, STATE OF LOUISIANA

BY:
NAME: LARRY COCHRAN
TITLE: PRESIDENT
DATED: JANUARY 23, 2017

2017-0018
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF WASTEWATER)
RESOLUTION NO. 6263

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.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in Destrehan WWTP's LPDES Permit:

- a. The Department has a Capacity, Management, Operation and Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.
b. The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.
c. Domestic waste from the communities/areas of Destrehan, Montz, Norco, New Sarpy, and St. Rose is treated through the Destrehan WWTP.
d. In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

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

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

And the resolution was declared adopted this 23rd day of January, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Terrill D. Wilton
SECRETARY:
D/LV/P/ARISH PRESIDENT:
APPROVED:
PARISH PRESIDENT:
RET/SECRETARY:
AT: 1:52 PM REC'D BY:

2017-0019
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF WASTEWATER)
RESOLUTION NO. 6264

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 LA0073521 A143357 - Hahnville Wastewater Treatment Plant, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in The Hahnville Wastewater Treatment Plant's LPDES Permit:

- a. The Department has a Capacity, Management, Operation and Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.
b. The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.
c. Domestic waste from the communities/areas of Hahnville, Taft, Killona, Paradis, Bayou Gauche, Des Alemands, Parts of Boutte, and Parts of Luling is treated through the Hahnville Wastewater Treatment Plant.
d. In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

The foregoing resolution 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 resolution was declared adopted this 23rd day of January, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Terrill D. Wilton
SECRETARY:
D/LV/P/ARISH PRESIDENT:
APPROVED:
PARISH PRESIDENT:
RET/SECRETARY:
AT: 1:52 PM REC'D BY:

2017-0020
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF WASTEWATER)
RESOLUTION NO. 6265

A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for LA0032131 A143356 - Luling Oxidation Pond, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in The Luling Oxidation Pond's Permit:

- a. The Department has a Capacity, Management, Operation and Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing, and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.
b. The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.
c. Domestic waste from the communities/areas of Luling, Boutte, Willowdale, Willowidge, Mimosa, Lakewood, Ama, and Davis Plantation is treated through the Luling Oxidation Pond.
d. In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

The foregoing resolution 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 resolution was declared adopted this 23rd day of January, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Terrill D. Wilton
SECRETARY:
D/LV/P/ARISH PRESIDENT:
APPROVED:
PARISH PRESIDENT:
RET/SECRETARY:
AT: 1:52 PM REC'D BY:

2016-0408
RESOLUTION NO. 6266

A resolution appointing a member to the South Central Louisiana Human Services Authority Board.

WHEREAS: there exists a vacancy on the SOUTH CENTRAL LOUISIANA HUMAN SERVICES AUTHORITY BOARD; due to the to the expiration of the term of Ms. Karen E. Lonlin on January 1, 2017; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy; and,

NOW, THEREFORE, BE IT RESOLVED, that Ms. Alvina Matherne, 107 Warren Drive, Des Allemands, LA 70020, is hereby appointed to the SOUTH CENTRAL LOUISIANA HUMAN SERVICES AUTHORITY BOARD; and, BE IT FURTHER RESOLVED, that said appointment shall be effective JANUARY 1, 2017 and shall expire JANUARY 1, 2020.

The foregoing resolution 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 resolution was declared adopted this 23rd day of January, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Terrill D. Wilton
SECRETARY:
D/LV/P/ARISH PRESIDENT:
APPROVED:
PARISH PRESIDENT:
RET/SECRETARY:
AT: 1:52 PM REC'D BY:

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

TIFFANY K. CLARK
COUNCIL SECRETARY

PUBLISH: February 2, 2017

PUBLIC NOTICE

St. Charles Parish School Board Meeting - REVISED
13855 River Road
Luling, LA 70070

Wednesday, January 25, 2017

Generated by Priscilla Thibodeaux on Thursday, January 26, 2017

Members present:

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

Meeting called to order at 6:30 PM

1. Opening Items

1.01 Call to Order

1.02 Pledge of Allegiance

Mr. Alex Suffman led in the Pledge of Allegiance.

1.03 Roll Call

All Board Members including the Superintendent were in attendance.

2. Resolutions/Proclamations

2.01 Resolution in Memory of Ethel Comardelle

Approve adoption of the memory resolution for Ms. Ethel Comardelle.

Whereas, Ms. Ethel Comardelle served as a bus driver for 23 years in the St. Charles Parish Public School System.

Be it resolved, that the St. Charles Parish School Board herein expresses to the family of the late Ethel Comardelle its sincere sympathy in this, their time of sorrow, and

Be it further resolved, that a page in the January 25, 2017 minute book be set aside for the sole purpose of inscribing thereon this resolution and that a copy of this resolution be presented to Ms. Comardelle's family.

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

Final Resolution: Motion Carries

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

2.02 Resolution in Memory of Michelle D. Riley

Approve adoption of the memory resolution for Ms. Michelle D. Riley.

Whereas, Ms. Michelle D. Riley served as a bus and cafeteria monitor for 8.5 years in the St. Charles Parish Public School System.

Be it resolved, that the St. Charles Parish School Board herein expresses to the family of the late Michelle Riley its sincere sympathy in this, their time of sorrow, and

Be it further resolved, that a page in the January 25, 2017 minute book be set aside for the sole purpose of inscribing thereon this resolution and that a copy of this resolution be presented to Ms. Riley's family.

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

Final Resolution: Motion Carries

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

2.03 School Counselors' Week Proclamation

Approval of the School Counselors' Week Proclamation.

Motion by Ellis A Alexander, second by Alex L Suffman.

Final Resolution: Motion Carries

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

The Superintendent introduced Ms. Jerry Smith, Administrator of Student Services who recognized and introduced the counselors that were in attendance.

After asking for a moment of personal privilege, Superintendent Gomez-Walker recognized, congratulated and thanked Mr. Dennis Naquin for his past year of leadership as the 2016 Board President. She presented Mr. Naquin with a framed picture in appreciation for his dedication to the St. Charles Parish Public School System.

2.04 School Board Member Training Resolution

Adopt the School Board Member Training Resolution.

School Board Member Training Resolution

WHEREAS, each member of a city and parish school board shall receive a minimum of six hours of training and instruction, as required by ACT 705 of the 2011 Louisiana Legislature; and

WHEREAS, this training and instruction shall consist of school laws of this state, laws governing

the powers, duties, and responsibilities of city and parish school boards, educational trends, research and policy; and

WHEREAS, such instruction may be received from an institution of higher education in this state, from instruction sponsored by the State Department of Education, or by an in-service training program conducted by a city or parish school board central office or the Louisiana School Boards Association, or sessions provided by the National School Boards Association; and

WHEREAS, each member of a city and parish board shall receive one hour of ethics training, per year, of their tenure as board member;

NOW THEREFORE, BE IT RESOLVED, that it become public record that Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, John L. Smith, Clarence H. Savoie and Alex L. Sufirin, members of the St. Charles Parish School Board, have successfully received and exceeded the six hours of required training as mandated by the Legislature of Louisiana and all board members have fulfilled the mandate of one hour of ethics training for the year 2016.

CERTIFICATE

I, the undersigned Secretary-Treasurer of the St. Charles Parish School Board, do hereby certify that the above and foregoing is a true copy of a resolution adopted at its regular School Board meeting on January 25, 2017.

Felecia Gomez-Walker, Secretary-Treasurer

Motion by Dennis J Naquin, second by Arthur A Aucoin.

Final Resolution: Motion Carries

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

2.05 Louisiana School Board Recognition Month

Adopt the Louisiana School Board Recognition Month Resolution.

Mr. Savoie introduced Mr. Adam Eitmann, Legislative Liaison to the Legislature. Mr. Eitmann presented a framed copy of the Resolution and Proclamation declaring January Louisiana School Board Recognition Month.

**Louisiana School Board Recognition Month
January 2017**

WHEREAS, the education of Louisiana's school-aged children is the foundation upon which the economic, social and intellectual capital of our state is built; and

WHEREAS, locally elected school boards play an important and vital role in a representative democracy, and decisions made by local boards of education directly influence instruction in Louisiana's public schools; and

WHEREAS, these decisions affect the present and future lives of children, and also set direction to prepare all students to be competitive in a local, state, national, and global 21st century economy; and

WHEREAS local school board members work with parents, businesses, education professionals, all elected officials and other community members to create the educational visions we want for our students; and

WHEREAS, this year's theme—**SCHOOL BOARDS MATTER!**—reflects the relevance of local school board members as they advocate for public education with local, state, and federal leaders; and

WHEREAS, School Board Recognition Month provides an opportunity to build stronger relationships between the thousands of people in Louisiana who champion the mission of public education and school board members;

NOW THEREFORE BE IT RESOLVED, the Louisiana School Board Association recognizes the contributions of the state's local school boards to the academic success of its public school students and expresses its sincerest recognition to the local school board members for their focus on the well-being and achievement of children throughout the state; and

BE IT FINALLY RESOLVED, the St. Charles Parish Public School Board declares January 2017 as School Board Member Recognition Month and encourages local school districts and community leaders to appropriately recognize our state's dedicated school board members.

CERTIFICATION

I, the undersigned Secretary-Treasurer of the St. Charles Parish School Board, do hereby certify that the above and foregoing is a true copy of a proclamation accepted at its regular School Board meeting on January 25, 2017.

Felecia Gomez-Walker, Secretary-Treasurer

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

Final Resolution: Motion Carries

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

3. Recognitions

3.01 St. Charles Parish Public Schools' United Way Campaign

Ms. Regina McMillan provided a presentation from the 2016 United Way Campaign.

The Board President and Superintendent introduced and presented Mr. John Dias, Executive Director of United Way of St. Charles a check of \$99,247.06 for the 2016 campaign.

3.02 Board & Superintendent's Recognition

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

4. Business Items

4.01 Minutes, December 14, 2016

Approve the minutes of the December 14, 2016 Regular Board Meeting as presented to the Board.

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

Final Resolution: Motion Carries

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

4.02 Personnel Items

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

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

Final Resolution: Motion Carries

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

4.03 Expulsion Appeal of Student Number One - Board Meeting

Approve the Boards' Ad Hoc Committee's recommendation to uphold the expulsion appeal of Student Number One.

Motion by John W Robichaux, second by Clarence H Savoie.

Final Resolution: Motion Carries

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

4.04 Expulsion Appeal of Student Number Two - Board Meeting

Approve the Boards' Ad Hoc Committee's recommendation to uphold the expulsion appeal of Student Number Two.

Motion by Arthur A Aucoin, second by Alex L Sufirin.

Final Resolution: Motion Carries

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

4.05 Expulsion Appeal of Student Number Three - Board Meeting

Approve the Boards' Ad Hoc Committee's recommendation to uphold the expulsion appeal of Student Number Three.

Motion by Clarence H Savoie, second by John W Robichaux.

Final Resolution: Motion Carries

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

4.06 Bid Authorization Request - Janitorial Supplies

Approve the bid authorization request for janitorial supplies.

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

Final Resolution: Motion Carries

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

4.07 Bid Acceptance - Albert Cammon Middle School Building A Renovation

Accept the lowest bid for renovation of Building A at Albert Cammon Middle School from B.E.T. Construction, Inc. in the amount of \$1,333,085.00.

Motion by Dennis J Naquin, second by John L Smith.

Final Resolution: Motion Carries

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

4.08 Bid Acceptance - Hahnville High School HVAC Replacement Building D - Revised

Accept the lowest base bid including alternate number one for HVAC replacement in Building D at Hahnville High School from Gallo Mechanical, LLC in the amount of \$794,900.00.

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

Final Resolution: Motion Carries

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

4.09 Request for Proposals for an Assessment Data Management System

Approve request for proposals for an Assessment Data Management System.

Motion by Arthur A Aucoin, second by Dennis J Naquin.

Final Resolution: Motion Carries

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

4.10 Selection of Enrolling Firm for Employee Benefits

Approve the recommendation of the Risk Management & Insurance Committee to select Complete Benefits Alliance as the enrollment provider.

Motion by Arthur A Aucoin, second by Dennis J Naquin.

Final Resolution: Motion Carries

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

4.11 Accounts Payable for the month of December 2016

Approve the accounts payable for the month of December 2016 as presented.

| COST | |
|-----------------------|----------------|
| General Fund | \$1,592,204.91 |
| Special Revenue Funds | 364,757.20 |
| Capital Projects | 914,005.91 |
| Debit Service Fund | 1,024,944.40 |
| TOTAL | \$3,895,912.42 |

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

Final Resolution: Motion Carries

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

5. Closing Items

5.01 Standing Committee Reports

D. Naquin - Personnel & Policy Committee

C. Savoie - Capital Improvements Committee

J. Smith - Legislative Committee

J. Robichaux - Risk Management & Insurance Committee

A. Sufirin - Finance Committee

5.02 Superintendent's Report

In her oral report, the Superintendent introduced Mr. Todd Tournillon of Postlettwite and Netterville who provided information regarding the Financial Audit Report for the fiscal year 2016. Mr. Tournillon said that there were no findings in all areas of auditing. He said that the opinions reported were all clean.

The Superintendent said that the district Science Fair will be held at Destrehan High School on Thursday, January 26. She said that student projects that were selected as the best at the school level will compete at the district level. Ms. Gomez-Walker said that winners will be announced during an awards ceremony beginning at 6:00 pm in the Destrehan auditorium.

The Superintendent said the Community Education spring 2017 brochure will be mailed to all parish residents by February 1. Registrations will be taken through February 24th and classes will begin the week of March 13th. The Superintendent said for additional information regarding our Community Education Program please contact the Community Education Department at 985-785-7268.

5.03 Meeting Adjourn

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

Final Resolution: Motion Carries

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

Melinda H. Bernard, Board President

Felecia Gomez-Walker, Secretary/Treasurer

PUBLISH: February 2, 2017

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 81911-C
Date: **Tuesday, January 10, 2017**
DEUTSCHE BANK TRUST COMPANY AMERICAS
FORMERLY KNOWN AS BANKERS TRUST COMPANY, AS TRUSTEE FOR RESIDENTIAL ACCREDIT LOANS, INC., MORTGAGE
ASSET-BACK PASS-THROUGH CERTIFICATES, SERIES 2001-QS18
VS
TODD J. PERILLOUX A/K/A TODD PERILLOUX, 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, SEPTEMBER 13, 2016, 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, MARCH 8, 2017, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: One certain lot piece or portion of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River, being a portion of the tract of land designated by the Letter "B" on a plan of subdivision of the Good Hope Plantation made by H.S. Smith, C.E., dated April 17, 1902, in Section 6, township 12 South, Range 8 East, in what is known as the subdivision of a portion of the East Half (E-1/2) of Lot "B", as per survey of E.M. Collier, Surveyor, dated June 20, 1952, designated as Lot 15-A, in the Square bounded by Marino Street (formerly East B Street), Fifty Street and Clayton Drive. Said Lot 15-A commences 203.00 feet from the corner of Marino Street and Fifth Street, measures thence 60 feet front on Marino Street, the same width in the rear, by a depth between equal and parallel lines of 84.40 feet. All as more fully shown on survey made by E.M. Collier, Surveyor, dated March 15, 1966 and survey by Harold J. Flynn, Civil Engineer & Land Surveyor, Inc., dated December 1, 1994. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: NINETY-FOUR THOUSAND FOUR HUNDRED EIGHTY-FOUR AND 87 /100 (\$94,484.87) 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: **February 02, 2017**
March 02, 2017
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Corey J. Giroir
P.O. Box 87379 13541 Tiger Bend Baton Rouge, LA 70879 225-756-0373 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S OFFICE
Suit No: (45) 82055-D
Date: **Tuesday, January 10, 2017**
FIRST GUARANTY MORTGAGE CORPORATION
VS
DARIN DEWAYNE WILLIAMS, A/K/A DARIN D. WILLIAMS, A/K/A DARIN WILLIAMS
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the

PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, NOVEMBER 15, 2016, 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, MARCH 8, 2017, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN LOT OF GROUND, situated in the Parish of St. Charles, State of Louisiana, located in Section 6, Township 12 South, Range 7 East, in that part thereof known as COUNTRY COTTAGE ESTATES, PHASE 3C-A AND 3C-B, being a portion of that property previously identified as Remainder of Tract 3 of the C.L. Bourgere Estates, said resubdivision is shown on a plan prepared by Mandie Edwards Surveying, Inc., dated August 21, 2006, approved by St. Charles Parish on October 2, 2006 by Ordinance Number 06-10-7 and recorded at COB 679, folio 528, consisting of Lots 71 through 172, Lots 183 and 184, designated as LOT 109, having such width and depth as shown on the above referenced resubdivision plan.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED EIGHTY-FOUR AND 90 / 100 (\$214,584.90) 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: **February 02, 2017**
March 02, 2017
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Corey J. Giroir
P.O. Box 87379 13541 Tiger Bend Baton Rouge, LA 70879 225-756-0373 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 82427-E
Date: **Tuesday, January 17, 2017**
VANDERBILT MORTGAGE AND FINANCE, INC.
VS
LARRY DUNMILES A/K/A LARRY DUNMILES, JR.
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, JANUARY 4, 2017, 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, FEBRUARY 15, 2017, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: 2008 CMH MOBILE HOME BEARING SERIAL NUMBER CLS106967TN
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWENTY-FIVE THOUSAND NINE HUNDRED FIFTY AND 56/100 (\$25,950.56) 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 ATTORNEY FOR PLAINTIFF: KAREN HARTWIG
8235 YMCA PLAZA DRIVE SUITE 400
BATON ROUGE, LA 70810
225-334-9222
SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S OFFICE
Suit No: (45) 82271-0
Date: **Thursday, December 15, 2016**
WELLS FARGO BANK, NA
VS
JOSEPHINE M. BROWN A/K/A JOSEPHINE BROWN
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, DECEMBER 6, 2016, 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 8, 2017, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

One certain lot of ground, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as HIDDEN OAKS SUBDIVISION, PHASE 1, located in Sections 10 and 11, Township 13 South, Range 21 East, being a resubdivision of Tract "LE 1", designated as Lot 11 on the plan of subdivision made by L. Lyles Budden, Professional Land Surveyor, dated July 25, 2005, approved by the St. Charles Parish Council on August 15, 2005 under ordinance No. 05-8-9, registered in COB 656, folio 484, official 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 THIRTEEN THOUSAND THREE HUNDRED NINE AND 63 / 100 (\$113,309.63) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
PUBLISH ON: **January 05, 2017**
February 02, 2017
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Corey J. Giroir
P.O. Box 87379 13541 Tiger Bend Baton Rouge, LA 70879 225-756-0373 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 82428-E
Date: **Wednesday, January 11, 2017**
GMFS LLC
VS
MARKA. AYSEN A/K/A MARK AYSEN
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, JANUARY 4, 2017, 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, MARCH 8, 2017, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA, in or near the Town of Boutte, St. Charles Parish, Louisiana, in what was formerly Ellington Plantation. According to a plan of survey made by Lucien C. Gassen, Surveyor, dated April 16, 1972, a revised plan dated May 1, 1973, entitled Addition to Coronado Park, a resubdivision of portions of Ellington Plantation near Boutte, St. Charles Parish, Louisiana, in Section 49, 57, and 69, Township 13 South, Range 21 East, a copy of which is on file in the office of the Clerk of Court, St. Charles Parish, for reference the lot of ground herein is designated as LOT 20, and is more fully described as follows:

LOT 20 fronts 80.00 feet on Coronado Drive, same width in the rear, by a depth of 104.45 feet between equal and parallel lines; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED THIRTY THOUSAND ONE HUNDRED SIXTY-EIGHT AND 69 / 100 (\$130,168.69) 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 ATTORNEY FOR PLAINTIFF: Anne E Raymond
1010 Common Street Suite 1800 Metairie, LA 70112-2472
SCSO-CIV-209-0402

ATTORNEY FOR PLAINTIFF:
Jason R. Smith
1505 North 19th Street P.O. Box 2867
Monroe, LA 71207-2867
318-388-1440
SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S OFFICE
Suit No: (45) 75278-C
Date: **Tuesday, January 10, 2017**
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO BANK OF AMERICA, NATIONAL ASSOCIATION AS TRUSTEE AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATE-HOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES 2005-HE7
VS
MARLA CAILLET EUSEA, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, SEPTEMBER 25, 2013, 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, MARCH 8, 2017, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT PORTION OF GROUND, situated in the Parish of St. Charles, State of Louisiana, in or near the Town of Luling, the subdivision known as Ellington Gardens, as shown on plan thereof, made by E. M. Collier, Surveyor, dated October, 1953, revised November 8, 1953, on file and of record in the Clerks Office, Parish of St. Charles, Louisiana, and more fully described as follows:

Lot 8, Block "B", Ellington Gardens, measures 60 feet front on Talbot Drive, same in width in the rear, by a depth of 125 feet between equal and parallel lines, and commences at a distance of 420 feet from the corner of Talbot Drive, Sugar House Road, Post Drive and Milling Avenue, all as more fully shown on plat of survey by E. M. Collier, Surveyor, dated August 28, 1954; TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property, (the "Property") And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED SIX THOUSAND FOUR HUNDRED NINETY-FOUR AND

Inc., dated May 12, 1977, approved by Ordinance No. 66-3-248, St. Charles Parish Police Jury, registered in COB 192 folio 75, and according to which said lot is bounded by Edgewood, Dunleith, Stanton Hall and Brandon Hall Drive, and is designated as LOT NO. 451 commences at a distance of 58.34 feet from the corner of Edgewood and Dunleith Drives, and measures thence 58.34 feet front on Edgewood Drive along a curved line with a radius of 150.00 feet, a width in the rear of 101.12 feet, by a depth of 110.00 feet on each side. All in accordance with a survey by Dading, Marques & Associates, Inc., dated April 12, 1991, a copy of which is annexed to the act of sale registered in COB 438 folio 75.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of **ONE HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED SEVENTY-FOUR AND 88 / 100 (\$186,374.88) 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 05, 2017
February 02, 2017
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379 13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

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 on Saturday, April 1, 2017 from 6 a.m. to 1 p.m.** at the West Bank Bridge Park, 13825 River Road, Luling, La. 70070.

The times of the event is Saturday, April 1, 2017
 6:00a.m. till 1:00 pm

Publish on January 26 & February 2, 2017

PUBLIC NOTICE

"Anyone knowing the whereabouts of a certain Promissory Note payable to **AMERICA'S MORTGAGE RESOURCE, A CORPORATION**, executed by **Joseph P. Mancuso**, and dated November 16, 2005, in the principal sum of \$98,800.00, bearing interest at the rate of 8.800% from dated until paid, and providing reasonable attorney fees, and all charges associated with the collection of same. Please contact Herschel C. Adcock, Jr., Attorney at Law, at P.O. Box 87379, Baton Rouge, LA 70879-8379, (225) 756-0373."

Publish January 26 & February 2, 2017

PUBLIC NOTICE

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **River Region Chamber of Commerce Crawfish Boil** at The West Bank Bridge Park in Luling, Louisiana, on April 20, 2017 in the Parish of St. Charles.

Alcohol will be served at this event.
 The times of the festival are:
 Thursday, April 20th 5:30pm till 8:00 pm

Publish on February 2 & 9, 2017

PUBLIC NOTICE

"Anyone knowing the whereabouts of **ERIC M. ALEXANDER**, or his heirs or assigns,, please contact Attorney Regina E. Cyrus at (985) 764-9911, 13726 River Road, Destrehan, Louisiana 70047; Important Property rights involved"

Publish February 2 & 9, 2017

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