

CROWLEY, LOUISIANA

AUGUST 13, 2013

THE ACADIA PARISH POLICE JURY met on the above date at 6:30 p.m., in the Police Jury Meeting Room, Courthouse Building, Crowley, Louisiana, in regular session with the President, A. J. Broussard, presiding. At the request of the President, a prayer was offered and the Pledge to the Flag was recited in unison. The roll was called and final attendance was recorded as follows:

ALTON STEVENSON
A J BROUSSARD
JULIE BORILL
DALE TRAHAN
JIMMIE PELLERIN
A. J. CREDEUR
DAVID SAVOY
ROBERT GUIDRY

A motion was offered by Mr. Jimmie Pellerin, seconded by Mrs. Julie Borill and carried, to dispense with the reading of the Minutes of the regular meeting held July 9, 2013 and the Special Meeting held August 6, 2013 and approve them as written.

A motion was offered by Mr. Dale Trahan, seconded by Mr. Robert Guidry and carried unanimously, to make the following revisions to the agenda:

1. Addition- Consider acceptance of the 2012 LCDBG Street Improvements Midland-North as Substantially Complete as item 25e.
2. Addition- Consider acceptance of the 2012 LCDBG Street Improvements Midland-South as Substantially Complete as item 25f.
3. Addition- Accept bid for Schultz Road Bulkhead Project contingent upon Attorney Review as item 25g.

Mr. Robert Miller with C. H. Fenstermaker & Associates, Inc. gave a presentation regarding Flood risk in Acadia Parish.

The following resolution was offered for adoption by Mr. A. J. Credeur and seconded by Mr. David Savoy.

RESOLUTION

A resolution providing for the incurring of debt and issuance of Nine Hundred Thirty-Eight Thousand Dollars (\$938,000) of Correctional Center Refunding Bonds, Series 2013, of the Parish of Acadia, State of Louisiana; prescribing the form, terms and conditions of said Bonds; designating the date, denomination and place of payment of said Bonds; providing for the payment thereof in principal and interest; providing for the refunding of certain outstanding bonds; authorizing an agreement with the Paying Agent; providing for the acceptance of an offer for the purchase of said Bonds; and providing for other matters in connection therewith.

WHEREAS, the Parish of Acadia, State of Louisiana (the "Issuer"), presently has outstanding \$1,020,000 principal amount of its outstanding Correctional Center Bonds, Series 2006, maturing October 1 of the years 2013 through 2021 and bearing interest at the rate of 4.24% per annum, final maturity October 1, 2021, issued pursuant to a resolution adopted by the this Police Jury on February 21, 2006 (the

“2006 Bonds”) and with the 2014 to 2021 maturities being callable for redemption on October 1, 2013 (the “Refunded Bonds”); and

WHEREAS, Chapter 14-A of Title 39 of The Louisiana Revised Statutes of 1950, as amended (the “Act”), authorizes the Issuer to issue bonds for the purpose of refunding outstanding securities in an amount to effectuate the purposes for which the refunding bonds are being issued and in the manner provided by the Act; and

WHEREAS, the Issuer wishes to obtain annual debt service savings through the refunding of the Refunded Bonds; and

WHEREAS, the Budget of the Issuer for the fiscal year ending December 31, 2013, shows an aggregate excess of revenues over statutory, necessary and usual charges and all other expenses for such fiscal year (including balances brought forward) greater than the maximum principal and interest payable in any year on the Bonds authorized herein and hereinafter defined Outstanding Parity Bonds; and

WHEREAS, the Issuer is not now a party to any contract pledging or dedicating its excess annual revenues above statutory, necessary and usual charges except for the 2006 Bonds, its Taxable Public Building Bonds, Series 2005, outstanding in the principal amount of \$353,000, issued pursuant to a resolution adopted on September 20, 2005, as amended by a resolution adopted on May 8, 2012, and its Correctional Center Refunding Bonds, Series 2012, outstanding in the principal amount of \$1,465,000 and issued pursuant to a resolution adopted on October 9, 2012; and

WHEREAS, the Issuer now desires to incur debt and issue Nine Hundred Thirty-Eight Thousand Dollars (\$938,000) of its Correctional Center Refunding Bonds, Series 2013, in the manner authorized and provided by the Act;

NOW, THEREFORE, BE IT RESOLVED by the Police Jury of the Parish of Acadia, State of Louisiana, acting as the governing authority thereof, that:

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

“**Act**” means Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

“**Additional Parity Obligations**” means any indebtedness issued on a parity with the Bonds in accordance with the provisions of Section 8 hereof.

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

“**Bond**” means any bonds issued by this Resolution, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any bond previously issued.

“**Bonds**” means the Bonds authorized by this Resolution in the aggregate principal amount of Nine Hundred Thirty-Eight Thousand Dollars (\$938,000).

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

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Executive Officers**” means the President and the Secretary-Treasurer of the Police Jury of the Parish of Acadia, State of Louisiana.

“**Fiscal Year**” means the one-year accounting period beginning January 1 of each year, or such other period as may be designated by the Governing Authority as the fiscal year of the Issuer.

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

"Interest Payment Date" means April 1 and October 1 of each year in which the Bonds are outstanding, commencing April 1, 2014.

"Issuer" means the Parish of Acadia, State of Louisiana.

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

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

"Outstanding Parity Bonds" means the Issuer's (i) Taxable Public Building Bonds, Series 2005 and (ii) Correctional Center Refunding Bonds, Series 2012, more fully described in the preamble hereto.

"Outstanding Parity Bond Resolutions" means, collectively, the resolutions adopted by the Governing Authority on September 20, 2005, as amended by a resolution adopted on May 8, 2012, and October 9, 2012, authorizing the issuance of the Outstanding Parity Bonds.

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

"Paying Agent" means IBERIABANK, in the City of Lafayette, Louisiana, until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Resolution and thereafter "Paying Agent" shall mean such successor Paying Agent.

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

"Purchaser" means IBERIABANK in the City of Lafayette, Louisiana, the original purchaser of the Bonds.

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

"Refunded Bonds" shall mean the Issuer's Correctional Center Bonds, Series 2006, maturing on October 1, 2014 to 2021, inclusive, which are being refunded by the Bonds, as more fully described in Exhibit A hereto.

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

SECTION 2. Authorization of Bonds; Maturities; Refunding of Refunded Bonds. Subject to the approval of the State Bond Commission and in compliance with the terms and provisions of the Act and other constitutional and statutory authority, there is hereby authorized the incurring of an indebtedness of Nine Hundred Thirty-Eight Thousand Dollars (\$938,000) for, on behalf of, and in the name of the Issuer, for the purpose of refunding the Issuer's outstanding Correctional Center Bonds, Series 2006, maturing October 1 of the years 2014 to 2021, and to represent said indebtedness, this Governing Authority does hereby authorize the issuance of Nine Hundred Thirty-Eight Thousand Dollars (\$938,000) of Correctional Center Refunding Bonds, Series 2013, of the Issuer. The Bonds shall be in fully registered form, without coupons, in the denominations corresponding to the principal amount of each maturity (one Bond per maturity) and shall be dated the date of delivery thereof. The Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date, commencing April 1, 2014, at the following rate of interest per annum and shall become due and payable and mature serially on October 1 of the years and in the amounts, as follows:

<u>Year</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u> <u>Per Annum</u>
2014	\$108,000	2.55%
2015	111,000	2.55
2016	109,000	2.55
2017	113,000	2.55
2018	116,000	2.55
2019	124,000	2.55
2020	127,000	2.55
2021	130,000	2.55

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

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

The Bonds issued under this Resolution shall be issued for the purpose of refunding the Refunded Bonds through the application of a portion of the proceeds of the Bonds to provide for the payment of the principal of and accrued interest, if any, on the Refunded Bonds upon redemption as provided for herein and to pay the costs of issuance.

SECTION 3. Redemption Provisions. The Bonds are not callable for redemption prior to their stated dates of maturity.

SECTION 4. Registration and Transfer. The Issuer shall cause the Bond Register to be kept by the Paying Agent. The Bonds may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. A Bond may be assigned by the execution of an assignment form on the Bond or by other instruments of transfer and assignment acceptable to the Paying Agent. A

new Bond will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bond after receipt of the Bond to be transferred in proper form. Such new Bond shall be in an authorized denomination. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

SECTION 5. Form of Bonds. The Bonds and the endorsements to appear thereon shall be in substantially the following forms:

(FORM OF FACE OF BOND)

No. R-_____

Principal Amount \$_____

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ACADIA

CORRECTIONAL CENTER REFUNDING BOND, SERIES 2013
OF THE
PARISH OF ACADIA,
STATE OF LOUISIANA

<u>Bond Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
October 1, 2013	October 1, _____	2.55%

The Parish of Acadia, State of Louisiana (the "Issuer"), promises to pay, but solely from the source and as hereinafter provided, to IBERIABANK, in the City of Lafayette, Louisiana, or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, payable on April 1 and October 1 of each year, commencing April 1, 2014 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid. The principal of this Bond, upon maturity, is payable in lawful money of the United States of America at the principal office of IBERIABANK, in the City of Lafayette, Louisiana, or successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner (determined as of the close of business on the 15th calendar day of the month next preceding each Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

This Bond is one of an authorized issue aggregating in principal the sum of Nine Hundred Thirty-Eight Thousand Dollars (\$938,000) of Correctional Center Refunding Bonds, Series 2013, of the Issuer (the "Bonds"), all of like tenor and effect except as to number, denomination and maturity, the Bonds having been issued by the Issuer pursuant to a resolution adopted by its governing authority on August 13, 2013 (the "Resolution"), for the purpose of refunding the Issuer's outstanding Correctional Center Bonds, Series 2006, maturing October 1 of the years 2014 to 2021, under the authority conferred by Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Bonds are not callable for redemption prior to their stated dates of maturity.

The Issuer shall cause to be kept at the principal office of the Paying Agent a register (the "Bond Register") in which registration of the Bonds and of transfers of the Bonds shall be made as provided in the Resolution. This Bond may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. This Bond may be assigned by the execution of the assignment form hereon or by other instrument of transfer and assignment acceptable to the Paying Agent. A new Bond will be delivered by the Paying Agent to

the last assignee (the new registered owner) in exchange for this transferred and assigned Bond after receipt of this Bond to be transferred in proper form. Such new Bond shall be in authorized denomination. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning at the opening of business on the 15th calendar day of the month next preceding an Interest Payment Date and ending at the close of business on the Interest Payment Date.

The Bonds, equally with the hereinafter defined Outstanding Parity Bonds, are secured by and payable solely from a pledge and dedication of the excess of annual revenues of the Issuer above statutory, necessary and usual charges in each of the fiscal years during which the Bonds are outstanding until the Bonds have been paid in full in principal and interest. The Issuer has covenanted and agreed and does hereby covenant and agree to budget annually a sufficient sum of money to pay the Bonds, and the interest thereon, as they respectively mature, including any principal and/or interest theretofore matured and then unpaid, and to levy and collect in each year taxes and to collect other revenues within the limits prescribed by law, sufficient to pay the principal of and interest on the Bonds. The Issuer, in the Resolution, has also entered into certain other covenants and agreements with the registered owners of the Bonds for the terms of which reference is made to the Resolution.

The Bonds are issued on a complete parity with the Issuer's outstanding (i) Taxable Public Building Bonds, Series 2005 and (ii) Correctional Center Refunding Bonds, Series 2012 (collectively, the "Outstanding Parity Bonds").

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

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

IN WITNESS WHEREOF, the Police Jury of the Parish of Acadia, State of Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be executed in its name by the signatures of its President and its Secretary-Treasurer and the corporate seal to be impressed hereon.

PARISH OF ACADIA, STATE OF
LOUISIANA

Secretary-Treasurer, Police Jury

President, Police Jury

(SEAL)

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

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

IBERIABANK
Lafayette, Louisiana

Date of Registration:

By:

Authorized Officer

* * * * *

(FORM OF ASSIGNMENT)

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

Please Insert Social Security or other Identifying Number of Assignee

[Empty rectangular box for Social Security Number]

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

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

Dated: _____

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

SECTION 6. Execution of Bonds. The Bonds shall be signed by the Executive Officers for, on behalf of, in the name of and under the corporate seal of the Issuer, which signatures and corporate seal may be either manual or facsimile.

SECTION 7. Pledge and Dedication of Revenues, Parity. The Bonds, equally with the Outstanding Parity Bonds, shall be secured by and payable solely from a pledge and dedication of the excess of annual revenues of the Issuer above statutory, necessary and usual charges in each of the Fiscal Years during which the Bonds are outstanding. There is hereby irrevocably pledged and dedicated to the payment of the Bonds an amount of such excess of annual revenues sufficient to pay same in principal and interest as they respectively mature. Until the Bonds shall have been paid in full in principal and interest, the Governing Authority does hereby obligate the Issuer, itself and its successors in office, to budget annually a sum of money sufficient to pay the Bonds and the Outstanding Parity Bonds and the interest thereon as they respectively mature, including any principal and/or interest theretofore matured and then unpaid, and to levy and collect in each year taxes and to collect other revenues within the limits prescribed by law sufficient to pay the principal of and interest on the Bonds and the Outstanding Parity Bonds after payment in such years of all statutory, necessary and usual charges.

The Bonds are hereby issued on a parity with the Outstanding Parity Bonds and the Bonds shall rank equally with and enjoy complete parity of lien with the Outstanding Parity Bonds on the excess of annual revenues of the Issuer above statutory, necessary and usual charges in each of the Fiscal Years during which the Bonds and the Outstanding Parity Bonds are outstanding. The Issuer has complied with or will comply with prior to the issuance of the Bonds, all the terms and conditions for the issuance of additional parity bonds as set forth in the Outstanding Parity Bond Resolutions.

SECTION 8. Additional Parity Obligations. The Issuer shall issue no other certificates, bonds or any other debt obligations of any kind or nature payable from or enjoying a lien on the excess of annual revenues having priority over or parity with the Bonds, except that Additional Parity Obligations may hereafter be issued on a parity with the Bonds under the following conditions:

(1) The Bonds or any part thereof, including the interest thereon, may be refunded, and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Bonds refunded; provided, however, that if only a portion of the Bonds outstanding is so refunded and the refunding bonds require total principal and interest payments during any year in excess of the principal and interest which would have been required in such year to pay the Bonds refunded thereby, then such Bonds may not be refunded without the consent of the Owners of the unrefunded portion of the Bonds issued hereunder (provided such consent shall not be required if such refunding bonds meet the requirements set forth in clause 2 of this Section).

(2) Additional Parity Obligations may be issued on and enjoy a full and complete parity with the Bonds with respect to the excess of annual revenues, provided that the anticipated excess of annual revenues (including fund balances) in the year in which the Additional Parity Obligations are to be issued, as reflected in the budget adopted by the Governing Authority, must at least 1.35 times the combined principal and interest requirements for any calendar year on the Bonds, the Outstanding Parity Bonds, any such Additional Parity Bonds and the proposed Additional Parity Obligations.

(3) The Issuer must be in full compliance with all covenants and undertakings in connection with the Bonds and the Outstanding Parity Bonds and there must be no delinquencies in payments required to be made in connection therewith.

(4) Junior and subordinate debt obligations may be issued without restriction.

(5) The existence of the facts required by paragraph (2) and (3) must be determined and certified by the Secretary-Treasurer of the Governing Authority.

(6) The Additional Parity Obligations must be payable as to principal on October 1st of each year in which the principal falls due, and payable as to interest on April 1 and October 1 of each year.

SECTION 9. Sinking Fund. For the payment of the principal of and the interest on the Bonds, there shall be maintained a special fund known as the "Excess Revenue Debt Sinking Fund", said Sinking Fund having been heretofore maintained with the regularly designated fiscal agent bank of the Issuer pursuant to the provisions of the Outstanding Parity Bond Resolutions. The Issuer shall deposit in the Sinking Fund at least three (3) days in advance of the date on which each payment of principal and/or interest on the Bonds falls due, funds fully sufficient to promptly pay the maturing principal and/or interest so falling due on such date. The depository for the Sinking Fund shall transfer from the Sinking Fund to the Paying Agent funds fully sufficient to pay promptly the principal and interest falling due on such date.

It shall be specifically understood and agreed, however, and this provision shall be a part of this contract, that after the funds have actually been budgeted out of the revenues of any Fiscal Year sufficient to pay the principal and interest on the Bonds and the Outstanding Parity Bonds for that Fiscal Year, then any excess of annual

revenues remaining in that Fiscal Year shall be free for expenditure by the Issuer for any other lawful corporate purpose.

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

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

SECTION 10. Budget; Audit. As long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall prepare and adopt a budget prior to the beginning of each Fiscal Year and shall furnish a copy of such budget within thirty (30) days after its adoption to the Paying Agent and the Purchaser; the Issuer shall also furnish a copy of such budget to the Owners of any of the Bonds who request the same. Not later than six (6) months after the close of each Fiscal Year, the Issuer shall cause an audit of its books and accounts to be made by the Legislative Auditor or an independent firm of certified public accountants showing the receipts and disbursements made by the Issuer during the previous Fiscal Year. Such audit shall be available for inspection by any Owner, and a copy of such audit shall be furnished to the Purchaser.

SECTION 11. Application of Proceeds. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Resolution, to cause the necessary Bonds to be prepared, to issue, execute and seal the Bonds, and to effect delivery thereof as hereinafter provided.

As a condition of the issuance of the Bonds, the Issuer hereby binds and obligates itself to apply an amount of the proceeds derived from the issuance and sale of the Bonds (exclusive of accrued interest, if any), together with additional moneys provided by the Issuer, including moneys in the sinking fund maintained for the Refunded Bonds and the Outstanding Parity Bonds, as will enable the Issuer to fully prepay the Refunded Bonds in the sum outstanding as of the delivery of the Bonds, which Refunded Bonds are hereby called for redemption on the delivery date of the Bonds.

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

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

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

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

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

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

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

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

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

SECTION 19. Discharge of Resolution; Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owner, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Resolution, then the money and Government Securities funds pledged under this Resolution and all covenants, agreements, and other obligations of the Issuer to the Owner shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Resolution to the Issuer.

Bonds or interest installments for the payment of which money or Government Securities shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect

expressed above in this Section if they are defeased in the manner provided by Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

SECTION 20. Successor Paying Agent; Paying Agent Agreement. The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Bonds. The designation of the initial Paying Agent in this Resolution is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a resolution or ordinance giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 21. Disclosure Under SEC Rule 15c2-12. The Issuer will not be required to comply with the continuing disclosure requirements described in the Rule 15c2-12(b) of the Securities and Exchange Commission [17 CFR §240.15c2-12(b)], because, among other reasons, the principal amount of the Bonds is less than \$1,000,000.

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

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

SECTION 23. Qualified Tax Exempt Obligations. The Bonds are designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that:

- (a) the Bonds are not "private activity bonds" within the meaning of the Code; and
- (b) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in the calendar year 2013 will not exceed \$10,000,000.

SECTION 24. Publication. A copy of this Resolution shall be published immediately after its adoption in one issue of the official journal of the Issuer.

SECTION 25. Award of Bonds. The Issuer hereby accepts the offer to purchase the Bonds submitted by the Purchaser pursuant to the terms and conditions set forth in the offer attached hereto as Exhibit B hereto, and after their execution and authentication by the Paying Agent, the Bonds shall be delivered to the Purchaser upon receipt by the Issuer of the agreed purchase price.

SECTION 26. Call for Redemption. The Issuer's outstanding Correctional Center Bonds, Series 2006, maturing October 1, 2014 to October 1, 2021, inclusive, as more fully described in Exhibit A hereto, and which are being refunded by the Bonds, are hereby called for redemption on the date of delivery the Bonds, at the outstanding principal amount of the Refunded Bonds, together with accrued interest to the call date, in compliance with the resolution authorizing their issuance.

SECTION 27. Notice of Redemption. The registered owner of the Refunded Bonds is also the purchaser of the Bonds and has waived any formal notice of redemption.

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

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

The final adoption of the foregoing resolution having been duly moved and seconded, the roll was called and the following vote was taken and recorded:

<u>Police Jurors</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstaining</u>
Alton Stevenson	<u>X</u>	_____	_____	_____
A.J. Broussard	_____	_____	_____	<u>X</u>
Julie Borill	<u>X</u>	_____	_____	_____
Dale Trahan	<u>X</u>	_____	_____	_____
Jimmie Pellerin	<u>X</u>	_____	_____	_____
A.J. Credeur	<u>X</u>	_____	_____	_____
David Savoy	<u>X</u>	_____	_____	_____
Robert Guidry	X	_____	_____	_____

And the resolution was adopted on this, the 13th day of August, 2013.

/s/ Richard Latiolais

/s/ A.J. Broussard

Secretary-Treasurer

President

A motion was offered by Mrs. Julie Borill, seconded by Mr. Jimmie Pellerin and carried, to authorize the transfer of excess funds from the Parish Road Reserve Fund to the original Solid Waste Fund as per the request of the auditor.

A motion was offered by Mr. A. J. Credeur, seconded by Mr. Robert Guidry and carried, to authorize the closure of the 1% Sales Tax District #2 Certificate of Indebtedness Sinking Fund '97 and transferring remaining funds to Sales Tax District #2 Fund.

A motion was offered by Mr. A. J. Credeur, seconded by Mrs. Julie Borill and carried, to authorize the Advertisement for Request for Qualification Statements for Engineering Consulting Services for the application for a grant under the FY 2014 - FY 2015 Louisiana Community Development Block Grant (LCDBG) Program for Public Facilities.

RESOLUTION

BY MESSRS: A. J. CREDEUR AND DAVID SAVOY

BE IT RESOLVED by the Acadia Parish Police Jury in regular session duly convened this 13th day of August, 2013, does hereby authorize the President to execute a contract with the State Of Louisiana for the FY 2012-2013 Louisiana Local Government Assistance Program's (LGAP) Funds for Fire Protection District #2, Egan in the amount of \$2,745.00.

BE IT FURTHER RESOLVED that the President be authorized to sign and all documents in conjunction with this project.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A. J. BROUSSARD
PRESIDENT

RESOLUTION

BY MESSRS: A. J. CREDEUR AND DAVID SAVOY

BE IT RESOLVED by the Acadia Parish Police Jury in regular session duly convened this 13th day of August, 2013, does hereby authorize the President to execute a contract with the State of Louisiana for the FY 2012-2013 Louisiana Local Government Assistance Program's (LGAP) Funds for Fire Protection District #5, Morse, Estherwood, and Mermentau in the amount of \$6,865.00.

BE IT FURTHER RESOLVED that the President be authorized to sign and all documents in conjunction with this project.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A. J. BROUSSARD
PRESIDENT

RESOLUTION

BY MESSRS: A. J. CREDEUR AND DAVID SAVOY

BE IT RESOLVED by the Acadia Parish Police Jury in regular session duly convened this 13th day of August, 2013, does hereby authorize the President to execute a contract with the State of Louisiana for the FY 2012-2013 Louisiana Local Government Assistance Program's (LGAP) Funds for Fire Protection District #6, Branch in the amount of \$9,155.00.

BE IT FURTHER RESOLVED that the President be authorized to sign and all documents in conjunction with this project.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A. J. BROUSSARD
PRESIDENT

RESOLUTION

BY MESSRS: A. J. CREDEUR AND DAVID SAVOY

BE IT RESOLVED by the Acadia Parish Police Jury in regular session duly convened this 13th day of August, 2013, does hereby authorize the President to execute a contract with the State of Louisiana for the FY 2012-2013 Louisiana Local Government Assistance Program's (LGAP) Funds for Fire Protection District #7, Mire in the amount of \$9,155.00.

BE IT FURTHER RESOLVED that the President be authorized to sign and all documents in conjunction with this project.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A. J. BROUSSARD
PRESIDENT

RESOLUTION

BY MESSRS: A. J. CREDEUR AND DAVID SAVOY

BE IT RESOLVED by the Acadia Parish Police Jury in regular session duly convened this 13th day of August, 2013, does hereby authorize the President to execute a contract with the State of Louisiana for the FY 2012-2013 Louisiana Local Government Assistance Program's (LGAP) Funds for Fire Protection District #10, Church Point in the amount of \$4,575.00.

BE IT FURTHER RESOLVED that the President be authorized to sign and all documents in conjunction with this project.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A. J. BROUSSARD
PRESIDENT

RESOLUTION

BY MESSRS: A. J. CREDEUR AND DAVID SAVOY

BE IT RESOLVED by the Acadia Parish Police Jury in regular session duly convened this 13th day of August, 2013, does hereby authorize the President to execute a contract with the State of Louisiana for the FY 2012-2013 Louisiana Local Government Assistance Program's (LGAP) Funds for the Acadia Parish Rice Arena in the amount of \$6,865.00.

BE IT FURTHER RESOLVED that the President be authorized to sign and all documents in conjunction with this project.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A. J. BROUSSARD
PRESIDENT

A motion was offered by Mrs. Julie Borill, seconded by Mr. A. J. Credeur and carried, to approve the request of the Village of Mermentau for a waiver of fees for the Water Line Extension along 4th Street, Mermentau, Louisiana.

RESOLUTION

BY MESSRS: ROBERT GUIDRY AND A. J. CREDEUR

BE IT RESOLVED by the Acadia Parish Police Jury in regular session duly convened this 13th day of August, 2013 does hereby authorize the Secretary-Treasurer to advertise for bids for the leasing of the oil, gas and mineral rights in and under the following described property, to-wit:

All of the rights, titles and interest in lands owned by and not under mineral lease from the Acadia Parish Police Jury situated in Section 31, Township 7 South-Range 2 West, Acadia Parish, Louisiana, estimated to contain 11 acres, more or less; as shown outlined in the plat attached hereto.

All bids offer a cash bonus for a lease having a primary term which shall not exceed three (3) years. Minimum royalties shall be one-quarter (1/4) of all oil, including condensate or other liquid minerals, produced and saved; one-quarter (1/4) of the value of all gas, including casing head gas, produced and saved or utilized by methods of considered as ordinary production methods at the time of production; one-quarter (1/4) of any and all other liquid or gaseous materials in solution and produced without or gas or saved or utilized, which are not specifically mention herein.

Should lessee fail to begin operations for the drilling of a well on the leased premises within one (1) year from the date of the lease, the lease shall terminate as to both parties to the lease, unless on or before the anniversary date Lessee shall pay a delay rental (which shall in no event be less than one-half (1/2) of the bonus offered), which shall cover the privilege of deferring drilling operations for the period of one (1) Year. Upon like payments annually, drilling operations may be further deferred for successive periods of one (1) year each during the primary term. The primary term of the lease shall be three (3) years.

Certified check, cashier's check or bank money order, payable to the Acadia Parish Police Jury for the full amount of the cash bonus shall accompany and be deposited with each bid, and no bid when deposited may be thereafter withdrawn or cancelled and the cash bonus thus deposited shall be forfeited to the Acadia Parish Police Jury by the successful bidder in the event said bidder does not enter into a written contact within twenty (20) days after the written lease is submitted to him for execution. All bids to be submitted on Louisiana State Mineral Board bid from. Any lease awarded on the above lands shall be subject to the approval of the Louisiana State Mineral Board.

The Acadia Parish Police Jury reserves the right to reject any and all bids and to grant a lease on any portion of the tracts advertised for a price not less than proportionate to the best bid offered for the lease of the entire tract.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A. J. BROUSSARD
PRESIDENT

A motion was offered by Mrs. Julie Borill, seconded by Mr. Dale Trahan and carried to authorize the President to sign a letter of support for the ASSIST Agency regarding housing development project.

RESOLUTION

BY MRS. JULIE BORILL AND MR. DAVID SAVOY

BE IT RESOLVED by the Acadia Parish Police Jury in regular session duly convened this 13th day of August, 2013 does hereby authorize the President to enter into agreements with the following municipalities: the City of Crowley, the City of Rayne, the Town of Church Point, the Town of Iota, the Village of Morse, the Village of Mermentau, and the Village of Estherwood for the placement of roll-off containers on their rights-of-way for the collection of debris generated by the ASSIST Agency's housing development project

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A. J. BROUSSARD
PRESIDENT

RESOLUTION

BY MESSRS: DAVID SAVOY AND A. J. CREDEUR

BE IT RESOLVED by the Acadia Parish Police Jury in regular session duly convened this 13th day of August, 2013 does hereby re-appoint Mr. Jeff Fontenot to Fire Protection District #6 for a two year term effective August, 2013.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A. J. BROUSSARD
PRESIDENT

*** * * PROCLAMATION * * ***

WHEREAS, the American Payroll Association and its more than 21,000 members have launched a nationwide public awareness campaign that pays tribute to the more than 156 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes, and

WHEREAS, payroll professionals in Acadia Parish play a key role in maintaining the economic health of Acadia Parish, carrying out such diverse tasks as paying into the unemployment insurance system,, providing information for child support enforcement, and carrying out tax withholding, reporting, and depositing, and

WHEREAS, payroll departments collectively spend more than \$15 billion annually complying with federal and state wage and tax laws, and

WHEREAS, payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates, and

WHEREAS, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems, and

WHEREAS, payroll professionals meet regularly with federal and state officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and business.

THEREFORE, I, A. J. Broussard, President of the Acadia Parish Police Jury, do hereby proclaim September 2, 2013 through September 6, 2013 as

NATIONAL PAYROLL WEEK

in the Parish of Acadia and do hereby encourage all citizens to abide by the letter and spirit of National Payroll Week.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the Parish of Acadia, LA on this 14th day of August, 2013.

/s/ A. J. Broussard
PRESIDENT

ATTEST:

/s/ Richard Latiolais
SECRETARY-TREASURER
ACADIA PARISH POLICE JURY

RESOLUTION

BY MRS. JULIE BORILL AND MR. JIMMIE PELLERIN

BE IT RESOLVED by the Acadia Parish Police Jury in regular session duly convened this 13th day of August, 2013, does hereby authorize the President to execute Supplemental Agreement No. 1 to the contract for Engineering Services between the Acadia Parish Police Jury and Aucoin & Associates, Inc. for Proposed Aircraft Hangars and Modifications to Mosquito Control Program OCD-DR Disaster Recovery Program.

BE IT FURTHER RESOLVED that the President be authorized to sign and all documents in conjunction with this contract.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A. J. BROUSSARD
PRESIDENT

RESOLUTION

BY MESSRS: ROBERT GUIDRY AND DAVID SAVOY

BE IT RESOLVED by the Acadia Parish Police Jury in regular session duly convened this 13th day of August, 2013, does hereby empower, authorize & direct the President to execute Partial Payment Request No. 4 for the Hurricanes Gustav/Ike Disaster Recovery Program-Emergency Generators Project in the amount of Ninety Five Thousand Ninety-Five and 00/100 (\$95,095.00) Dollars.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A. J. BROUSSARD
PRESIDENT

RESOLUTION

BY MESSRS: ROBERT GUIDRY AND DAVID SAVOY

BE IT RESOLVED by the Acadia Parish Police Jury in regular session duly convened this 13th day of August, 2013, does hereby empower, authorize & direct the President to execute Change Order No. 1 for the Hurricanes Gustav/Ike Disaster Recovery Program-Emergency Generators Project in the amount of Zero and 00/100 (\$0.00) Dollars and an increase in Contract Time by 60 calendar days.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A. J. BROUSSARD
PRESIDENT

A motion was offered by Mr. Robert Guidry, seconded by Mr. David Savoy and carried, to accept the recommendation of the Building and Grounds Committee to instruct the Secretary-Treasurer to invite supervisors at the Acadia Parish Courthouse to attend a meeting regarding the enforcement of the use of the designated smoking area at the Acadia Parish Courthouse.

A motion was offered by Mr. A. J. Credeur, seconded by Mr. David Savoy and carried, to accept the recommendation of the Legislative Committee to authorize the Police Jury to hold a public hearing to amend the Animal Control Ordinance to reflect that livestock will be considered at-large on private property and to introduce that amended ordinance as follows:

ORDINANCE #

An ordinance correcting and amending Acadia Parish Animal Control Ordinance #1018. The Animal Control Ordinance is hereby amended as follows.

For the purpose of identifying changes to the Animal Control Ordinance all deletions from the original ordinance or indicated by ~~dashed lines through such words~~ and all additions ~~or~~ are indicated by underlining such additions.

ACADIA PARISH ANIMAL CONTROL ORDINANCE

ARTICLE I. IN GENERAL

ARTICLE II. STOCK LAW

Sec 4-16 Running at large prohibited.

It shall be unlawful for any person owning livestock, consisting of horses, mules, ass, cattle, swine, sheep or goat, to knowingly, willfully or negligently permit his livestock to go at large upon the public highways of any ward of the parish and private property not belonging to the person owning livestock.

Sec 4-17 Impoundment--Generally.

- (1) The sheriff, deputy sheriffs, constables, justices of the peace and state police shall, and any other person may, take possession of and impound any livestock found at large upon any public highways of any ward in the parish whether it be

state, parish and/or ward and private property not belonging to the person owning livestock. Any livestock so taken and impounded shall be impounded by the sheriff, deputy sheriff, constable, justice of the peace or state police. The owner thereof shall be notified personally or by leaving written notice at the place of his residence within twenty-four (24) hours after taking possession of such livestock. Any person other than a sheriff, deputy sheriff, constable, justice of the peace or state policeman taking possession of and impounding livestock shall immediately notify the sheriff and he shall within twenty-four (24) hours of such notification, notify the owner in the manner hereinabove provided.

(2) The owner of livestock so taken shall have the right to secure his livestock upon the payment to the office or person taking up the livestock all fees and penalties as outlined in Section 5-50.

(3) In addition to the fees due under Sec 5-50, there shall be a fee of \$50.00 per head captured and \$25.00 per day for maintenance of said stock.

Sec 4-18 Same--Notice of sale.

(1) If the owner of any livestock found at large on any public highway of any ward of the parish and private property not belonging to the person owning livestock is

unknown or if the owner has no residence in the parish, a statement shall be filed with the sheriff setting forth:

- (a) The name and address of the person taking up the livestock;
 - (b) A description of the livestock as to kind, sex, marks, brand, color and apparent age;
 - (c) The place of taking up and the place where the livestock is impounded;
 - (d) The amount of the charges due for feeding and caring for the livestock; and
 - (e) The amount of the fee for taking the livestock.
- (2) The sheriff shall then give notice by advertising in a newspaper of general circulation in the parish, setting forth the fact of the taking of possession, a description of the livestock, that the owner is unknown or if known cannot be located. This advertisement shall notify any person claiming to be the owner of such livestock to appear before the sheriff at a place named and at a time not less than three (3) days or more than six (6) days from the date of notice to prove such claim or ownership. If the owner appears and proves to the satisfaction of the sheriff that he is the owner of the stock impounded, the sheriff shall require the owner to pay the fee of the person taking the stock, the cost of feeding and caring for the stock at the rates hereinabove specified and the cost of advertisement.

Sec 4-19 Same--Sale.

If after the notice provided in section 4-18 the owner does not appear at the time specified, the sheriff shall proceed to sell such impounded livestock in the following manner:

- (1) The sheriff shall advertise in a newspaper of general circulation in the parish, the date and place of the sale. The place of the sale shall be at the courthouse or at some other public place in the vicinity of the courthouse and the sale shall be made not less than ten (10) days not more than twenty (20) days after publication of one notice of said sale.
- (2) Said sale shall be by auction to the last and highest bidder for cash.
- (3) From the price of said sale, the sheriff shall deduct the fee of the person impounding the livestock at the rates hereinabove specified and all expenses incurred in the sale. He shall pay the person taking up the livestock the fee due him and the person feeding and caring for the livestock the fees provided for such services and the remainder shall be paid into the state treasury.

ARTICLE III. DOMESTIC ANIMALS AND RABIES CONTROL

Sec 4-31 Definitions.

For the purpose of this article, the following terms, phrases, words and derivations shall have the meaning given in this section.

Abandonment shall mean the act of relinquishment of the custody of an animal without making arrangements for its care, or leaving the animal confined without providing adequate shelter, water and feed.

Adequate feed shall mean the provisions at certain intervals, not to exceed twenty-four (24) hours, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain an adequate level of nutrition in each animal.

Adequate shelter shall mean a structurally sound enclosure made with such materials so as to provide the animal with shade and protection from extreme temperatures or elements.

Adequate water shall mean a constant access to a supply of clean, fresh water provided in a sanitary manner or provided at certain intervals for the species, not to exceed twenty-four (24) hours at any interval.

Animal shall mean mammals, birds, fowl, reptile, amphibian, and fish, except when referring specifically to the control of rabies when the word "animal" shall mean only mammal. For the purposes of this article, animal shall not include homo sapiens.

Animal control officer shall be the police jury employee or employees charged with the responsibility of enforcing this article.

Animal control shelter shall mean the Acadia Parish Animal Control Shelter operated by the City of Crowley pursuant to an intergovernmental agreement with the Acadia Parish Police Jury.

At-large shall mean an animal shall be deemed at large if, while unaccompanied by its owner or keeper, it is unrestrained on any road, street, public place, or trespasses on the premises of any person other than its owner. Hunting and stock dogs while being worked by a responsible person shall not be defined as at large.

Attack shall mean aggressive, unprovoked behavior by an animal that would involve biting and/or shaking of its victim.

Bird shall mean any of a class (Aves) of warm-blooded vertebrates distinguished by having the body more or less completely covered with feathers and the forelimb modified as wings. For the purposes of this article, fowl, poultry, or ratites are not defined as birds.

Bite shall mean any puncture, tear, or abrasion of the skin inflicted by an animal.

Canine shall mean of or relating to dogs, the family canidae, not including wolves, jackals, foxes and/or coyotes.

Cat shall mean a feline or the family thereof, either domestic or feral.

Collar shall mean a band, chain, harness, or other device worn around the neck of an animal to which a vaccination tag may be affixed.

Confinement devices shall mean an electronic or signal system designed to act as a boundary or enclosure.

Confinement requirements shall mean a securely enclosed yard, premises, pen, structure, or device, with adequate shelter, on the owner's property, suitable to prevent a dog from leaving the owner's property. Any dog confined within a fenced yard must have an adequate space for exercise having dimensions not less than one hundred (100) square feet. Where dogs are kept or housed on property without a fenced yard, the enclosure for such dogs shall be constructed of chain link or other material that permits adequate ventilation with all sides enclosed and shall contain an area of not less than one hundred (100) square feet. The enclosure shall be of sufficient height to prevent the dog from escaping. The area shall have a top, a dog house, or other area constructed with such materials so as to provide the dog with shade and protection from the elements.

Cruelty shall mean an act inflicted upon an animal with malicious intent to cause pain and or suffering to the animal.

Euthanasia shall mean the humane destruction of any animal accomplished by a method that involves the use of an agent which produces painless loss of consciousness and subsequent death during such loss of consciousness.

Health unit shall mean the Acadia Parish Health Unit operated by the police jury for disease control.

License shall mean a license given at the time the animal is vaccinated against rabies identifying the animal as residing in the parish.

License fee shall mean a fee as set by the parish police jury for the licensing of any animal as defined by this article within the parish.

Micro-chip shall mean an identification device approved by the animal services and adoption center which is intended to be implanted within an animal for identification purposes.

Mutilating shall mean a physical alteration of any domesticated animal by anyone not trained to do so.

Owner shall mean any person, business, corporation, or other legal entity who keeps in his care, harbors, acts as custodian or guardian, permits an animal to remain on his premises, or feeds the animal for more than three (3) days.

Provoke shall mean any action which arouses, tempts, stimulates, or stirs an animal to action.

Restraint shall mean any method of humane animal confinement such as leashing, tying, staking, fencing or housing so as to adequately keep an animal restricted to the owner's property where it cannot leave at will without the animal being defined as "at-large."

Unsanitary conditions shall mean any conditions which encourage the breeding of parasites, insects, and flies and causes odors offensive to a reasonable person.

Vaccination against rabies shall mean an inoculation by a veterinarian or other qualified person under the direct supervision of a veterinarian of a recognized antirabies vaccine.

Vaccination license certificate shall mean a numbered certificate, countersigned by a veterinarian, giving the name of the animal *owner*, description of animal, year issued, and certifying the animal was vaccinated against rabies.

Vaccination license tag shall mean a suitable tag bearing the same number as the vaccination license certificate and the year issued.

Veterinarian shall mean any person duly licensed to practice veterinary medicine by the Louisiana Board of Veterinary Medical Examiners.

Veterinary hospital shall mean a place where medical and surgical treatment is administered to the animals by or under the direct supervision of a veterinarian.

Vicious animal shall mean an animal that has bitten or attacked humans without provocation either on or off the premises of the owner.

Wildlife/wild animal shall mean any animal which occurs naturally, either presently or historically, in a wild state within the boundaries of the United States, including, but not limited to, animals indigenous to Louisiana. This includes any animal which is part wildlife (hybrids) as classified in the Compendium of Animal Rabies Control and the National Association of State Public Health Veterinarians.

Sec 4-32 Enforcement by animal control officers.

The provisions of this article shall be enforced by an Acadia Parish Animal Control Officer with the assistance of parish or municipal law enforcement officials and the parish health unit.

Sec 4-33 Interference with animal control officers.

No person shall interfere with, hinder, or molest an Acadia Parish Animal Control Officer in the performance of any duty of such agent or seek to release any animal in the custody of an Acadia Parish Animal Control Officer or animal control shelter.

Sec 4-34 Citations.

It shall be unlawful for any person to ignore a written citation or ticket from an Acadia Parish Animal Control Officer directing that such person appear in parish or municipal court on the date designated on the citation or ticket according to the instructions set forth on the citation or ticket issued to him.

Sec 4-35 Cruelty.

It shall be unlawful to be cruel or inhumane to any animal. Such cruelty or inhumanness shall include, but not be limited to, beating, torturing, overloading, overdriving, mutilating, failure to provide adequate feed, adequate water, shelter, medical care, abandoning an animal, poisoning an animal, or cruelly killing an animal.

Sec 4-36 Animals in heat.

Any owner of any female dog or cat who allows the animal to roam at large as defined in this article during its mating season shall be in violation of this article. Such animal may be seized by an Acadia Parish Animal Control Officer and impounded at the animal control shelter. Further, the owner of the animal may be penalized as provided for in section 4-50 of this article.

Sec 4-37 Nuisance animal.

(1) Any animal which:

- (a) Molests passersby or passing vehicles;
- (b) Attacks other animals;
- (c) Trespasses on school grounds while not under the direct control of the responsible

(2) owner;

- (a) Damages private or public property;
- (b) Barks, whines, or howls in an excessive, continuous or untimely manner;
or
- (c) Causes unsanitary conditions or odors about the premises of the owner through urination or defecation is deemed and declared a public nuisance. Upon the sworn statement of two (2) witnesses, not in the same household, in the immediate neighborhood and upon investigation by an Acadia Parish Animal Control Officer, and upon conviction of keeping an animal declared a public nuisance by this section, the owner of the animal may be penalized as provided for in section 4-50 of this article. The animal may be seized by an Acadia Parish Animal Control Officer and impounded at the animal control shelter.

(3) Provided further, upon the third offense by the owner of the animal, the owner shall be served written notice that upon the further offense the animal will be

impounded by an Acadia Parish Animal Control Officer and destroyed by euthanasia or placed with a suitable person upon proof that person shall prevent the animal from further nuisance offenses.

Sec 4-38 *Areas, school grounds, and cemeteries.*

- (1) No dog shall be permitted to run at large as defined by this article in any parish park whether owned or leased by the parish.
- (2) Notwithstanding the provisions of subsection (1) above, owners shall not permit dogs on public park and recreation areas, school grounds, and cemeteries, if specific restrictions prohibit such presence. If allowed, said dog must be controlled by a leash or similar device to prevent the dog from biting any person or animal.
- (3) If any person or owner violates the provisions of this section, the dog may be seized and impounded at the animal control shelter. Further, the owner of the dog may be penalized as provided for in this article.

Sec 4-39 *Dogs running at-large prohibited.*

No person shall suffer or permit any dog in his possession, or kept by him about his premises, to run at large on any unenclosed land, or trespass upon any enclosed or unenclosed lands of another. Any law enforcement officer may seize any dog found unaccompanied by its owner or keeper and running at-large on any road, street, or other public place, or trespassing on any premises other than the owner.

For purposes of this section, any person, business, corporation, or other legal entity that keeps in his care, harbors, acts as custodian, or permits an animal to remain on or about his premises, or is the registered owner of such animal, shall be deemed the owner or keeper of said animal.

Any owner permitting his dog to run at-large shall be in violation of this section and shall be penalized as provided in section 4-50.

Sec 4-40 *Vaccination-Required.*

It shall be unlawful to own, keep, harbor, or maintain an animal over the age of four (4) months in this parish without having the animal vaccinated against rabies and has attached to its collar the metal tag described below.

Sec 4-41 *Same-Frequency.*

The owners of any animal over the age of four (4) months shall, on or before April first of each year, cause such animal to be immunized or vaccinated against rabies by a duly licensed veterinarian who shall, at the time of such immunization, furnish such owner with a certificate signed by said veterinarian, showing the date of immunization, the name and description of the animal, and the name and address of the owner, and shall furnish the owner a metal tag, which shall be attached to the animal's collar and shall be numbered and shall indicate the calendar year during which such inoculation has been made. The owner shall keep and maintain such metal tag on the animal at all times.

Sec 4-42 *Who administers.*

The owner may take his animal to a veterinarian of his choice for all required vaccinations by the parish or may avail himself of any clinics sponsored by the parish health unit or police jury.

Sec 4-43 *Confinement of rabies and suspect animals.*

No animal that has rabies or symptoms thereof, or has been suspected of having rabies or symptoms thereof, shall be allowed at large as defined in this article within the parish. The owner of any animal that has rabies or symptoms thereof or has been exposed to rabies or has bitten anyone, whether the animal be on or off the owner's private property, whether vaccinated or not, shall hereby notify an Acadia Parish Animal Control Officer, and on demand, turn and convey the animal to him for the purposes of observation. However, if the owner chooses, and upon sufficient evidence thereto, the owner may convey the animal to a veterinary clinic for observation for a period not less than ten (10) days.

Sec 4-44 Impoundment required of untagged animals.

Any animal not wearing a collar with a current vaccination tag shall be taken up by the animal control authority, whether said animal is on or off the premises of its owner, and impounded at the animal shelter, and thereafter returned to its owner or humanely euthanized, as the circumstances may require. The owner of the animal may be penalized as provided for in section 4-50.

Sec 4-45 Additional reasons for impoundment.

Whenever animals are kept within any building or on any premises without food, water, or proper care and attention, are kept in violation of the provisions of this article, are infected with disease, or when animals are kept under conditions which could endanger the public health or create a nuisance, it shall be the duty of the animal control authority to enter said building or premises and impound said animals.

Animals so impounded shall not be released before the reason for causing said impoundment has been corrected in the opinion of the animal control authority.

Any animal captured off the owner's property or trespassing on the property of another may be seized or restrained by any citizen through use of a humane box trap or other means as defined herein. Further, the owner or keeper of the animal may be penalized as provided herein.

Any animal which bites a person shall be impounded and quarantined for ten (10) days. During quarantine, the animal shall be securely confined and kept from contact with any other animal. The owner shall surrender the animal for the quarantine period to an Acadia Parish Animal Control Officer who shall quarantine such animal at the animal shelter or, at the owner's request, the animal shall be placed in a veterinary hospital, at the owner's expense.

The owner of any animal which shall be impounded and quarantined under the provisions hereof in the animal shelter shall pay a fee of fifteen dollars (\$15.00) per day for the cost of housing the animal.

Sec 4-46 Holding period.

An animal impounded at the animal control shelter shall be kept for a period of five (5) days, and unless claimed by its owner within said time, all rights of the animal held by the owner shall be forfeited and title to the animal shall pass to the animal control shelter.

Sec 4-47 Reclaiming fees, costs and expenses.

The owner, upon producing satisfactory proof of ownership, and within thirty (30) days, may reclaim his animal upon complying with the vaccination requirements, collar tag, and violation penalties, as provided for in this ordinance, together with the payment of impoundment fee of twenty dollars (\$20.00) per animal and board expenses at the rate of fifteen dollars (\$15.00) per day. All animals adopted or redeemed which do not

already have implanted in them a micro-chip, shall have the same implanted in them prior to release at the owner's expense.

Sec 4-48 Sale.

Any animal held by the shelter in an effort to place it in a home may be sold to a new owner provided the prospective owner agrees to an adoption procedure set by the Acadia Parish Police Jury and makes payment of impoundment and board expenses.

Sec 4-49 Disposition of unclaimed or diseased animals.

When an animal has been impounded for five (5) full days, excluding weekends and holidays, and its owner has not appeared to reclaim it, it shall be disposed of by euthanasia unless the prospects of finding it a home or any other reason justifies detention for a longer period of time, all of which shall be at the discretion of the Acadia Parish Animal Control Officer. However, a diseased or injured animal may be destroyed immediately and prior to the expiration of five (5) days, if in the opinion of the Acadia Parish Animal Control Officer and a licensed veterinarian, if possible, its condition is such that imminent destruction is necessary as a humane gesture and for the protection of other animals with which the dog may come in contact. A licensed veterinarian need not be contacted in the case of an animal without collar and vaccination tags.

Sec 4-50 Fines and penalties.

Except where otherwise specifically declared, no violation of any of the provisions of this chapter shall constitute a criminal offense. Instead, the violation of any of the provisions in this chapter shall be declared a civil offense with a penalty as outlined below. In addition to the assessment of a civil penalty, where appropriate, the director or his designated agents may assess a charge for reimbursement of overhead and expenses incurred in the enforcement of the provisions of this chapter and other appropriate fees.

The charge which may be assessed for all infractions of any provision shall be in accordance with the fee schedule as set by the parish police jury.

All penalties shall be paid directly to the Acadia Parish Police Jury at such location as periodically designated.

Civil penalties which may be assessed are as follows:

- a. Section 4-35 Cruelty/neglect : \$250.00
 - Second offense : \$500.00
- b. Sections 4-16 Livestock at large : \$100.00
 - Second offense : \$250.00
 - Third offense : \$500.00
- c. Section 4-33 Interference with agents : \$500.00
- d. Section 4-37 Nuisance animal : \$100.00
 - Second offense : \$200.00
 - Third offense : \$500.00
 - Fourth offense : impoundment
- e. Section 4-56 Dangerous animals-confinement : \$500.00
- f. Section 4-53 Dogs in public parks, etc : \$ 25.00
 - Second offense : \$ 50.00
 - Third offense : \$100.00
- g. Section 4-54 Dogs in tenement yards : \$ 25.00
 - Second offense : \$ 50.00
 - Third offense : \$100.00
- h. Section 4-55 Dogs running at large : \$ 40.00
 - Second offense : \$ 60.00
 - Third offense : \$100.00
 - Fourth offense : \$500.00

i. Section 4-40 Mandatory vaccination	: \$ 50.00
j. Section 4-44 and 4-45 Impoundment	: \$ 30.00
Second offense	: \$ 50.00
Third offense	: \$ 70.00

Sec 4-51 Citation.

The director or his designated agent shall have the authority to issue a citation for violation of the provisions of any section of this article assessing a charge for reimbursement of expenses and, where appropriate, a civil penalty as provided in section 4-50. The citation will contain the following information:

- (1) The amount of the charge and, where appropriate, the civil penalty;
- (2) A declared time period for payment of the charge and civil penalty at the Acadia Parish Animal Shelter, located at, Crowley Louisiana;
- (3) A notice that if the recipient wishes to contest the citation or the sums assessed, the recipient must give notice in writing within the specified time period of ten (10) days as noted on the citation to the animal services and adoption center of a desire to contest the issuance of the citation or the sums assessed therein;
- (4) A notice that upon receipt of a notice to contest, the director or his designated agent shall convene a three (3) person hearing panel which will send out a notice to the recipient and all involved parties notifying them of the time, date and place of the hearing; and
- (5) A notice that shall advise that upon failure either to pay the charge and civil penalty within the specified time period or file a written request to contest the citation that legal proceedings will be instituted in the appropriate parish or municipal court seeking a judgment on open/pending account in the amount of the charge and penalty.

Sec 4-52 Hearing and appeal.

The procedure to contest a citation, the amount of the penalty assessed, or an appeal, is established as follows:

- (1) Upon issuance of a citation, the recipient shall have the specified time as stated on the citation to pay the charge and civil penalty, if assessed, at the Acadia Parish Animal Shelter and adoption center located at Crowley, Louisiana;
- (2) Should a recipient desire to contest the issuance of the citation or the amount of the charge and civil penalty, if assessed, he must give notice in writing to the animal services and adoption center within the specified time period as stated on the citation of the desire to contest the citation or the amount assessed therein.
- (3) Upon receipt of a notice of contest, the director or his designated agent shall convene the three (3) member panel. The Director will then advise the person desiring to contest the citation or the amounts therein of the time, date, and place of a hearing which shall be no later than thirty (30) days from the date of receipt of the notice of contest.
- (4) At the hearing of the contest to the issuance of the citation and the amounts assessed, the Director and three (3) member panel shall have the authority to uphold, alter, or recall the citation or the amounts of the charges or civil penalties specified therein. The Director may render the decisions either orally or in writing immediately or after private consideration. The decision issued in writing shall be mailed to all interested parties within seven (7) days of the panel hearing.

- (5) If the recipient is dissatisfied with the result of the panel hearing, he can appeal the decision by filing a civil suit in the 15th judicial District Court not more than fifteen (15) days from the rendition of an oral decision on the date of the hearing, or fifteen (15) days from receipt of the written decision of the panel.

Sec 4-53 Dogs in public parks and recreation areas, school grounds, or cemeteries.

All dogs permitted in any public park, recreation area, school grounds, and cemeteries shall be on a leash, unless otherwise permitted by specific policy or parish ordinance.

Sec 4-54 Dogs in tenement yards.

It shall be unlawful for the owner or keeper of any dog to allow such dog to be unrestrained on the property of any multi-family dwellings.

Sec 4-55 Dogs running at large--Prohibited.

No person shall allow any dog in his possession, or kept by him about his premises, to run at-large on any unenclosed land or trespass upon any enclosed or unenclosed lands of another.

Any citizen may, or law enforcement officer shall, seize any dog found unaccompanied by its owner or keeper and running at-large on any road, street, or other public place or trespassing on any premises other than the owners'. Citizen must contact animal services and adoption center to provide details regarding the animal.

For purposes of this section, any person, business, corporation, or other legal entity that keeps in his care, harbors, acts as custodian, or permits an animal to remain on or about his premises, or is the registered owner of such animal shall be deemed the owner or keeper of said animal.

Any person owning, harboring, or controlling a dog, whether vaccinated or unvaccinated, licensed or unlicensed, shall always keep such animal from running at-large by either:

- (1) Securely confining such animal within an appropriate fence, enclosure, or confinement device as prescribed herein or within a house, garage or other building or by accompanying the animal at all times or where otherwise required, on a leash;
- (2) For the purpose of this section, "secure confinement" means securing the dog in an area from which the dog cannot escape based on the size and breed of the dog while providing for appropriate and humane care of the animal while in such confinement; and Sec.4-60. Dogs running at large-Penalty.

In addition to the charges and civil penalties specified herein, the owner, harborer or possessor of a dog who is found at-large must have the dog micro-chipped in accordance with section 4-47. If the dog has not already been rendered sterile, the owner shall be encouraged to have the animal spayed or neutered within seven (7) days of redemption or return. If the impoundment for said animal is a second offense, the provisions of this section will be mandatory. Verification from the veterinarian performing surgery for sterilization shall be provided by the animal's owner to the animal services and adoption center in writing within seven (7) days of the procedure. The provisions of this section do not apply to a dog owned by and working for a governmental or law enforcement agency.

Sec 4-56 Dangerous animals.

The owner of any animal deemed dangerous as defined in this chapter, shall be subject to the following:

- (1) Shall effectively confine and control the animal at all times in accordance with the dangerous confinement requirements;
- (2) Shall be issued a written notice of confinement requirements (dangerous) stating the animal shall not be in violation of said requirements as defined by this section. Confinement shall be immediate. If confinement requirements (dangerous) as defined herein are not immediately available, the animal must be confined at the animal services and adoption center, a veterinarian clinic, or some other location as approved by the director, at the expense of the owner;
- (3) Any owner seeking to reclaim a dangerous animal impounded shall be notified in writing of confinement requirements (dangerous);
- (4) Shall have the animal micro-chipped and two (2) color photographs will be provided for 10 purposes, and the information shall be turned over to the animal services and adoption center, and the permanent confinement area shall be inspected before the release of the animal to the owner;
- (5) Shall not permit a "dangerous" animal to go beyond said confinement unless such animal is securely leashed and muzzled or otherwise securely restrained and muzzled. Said muzzle must be made in a manner that will not cause injury to the animal or interfere with its vision or respiration, but must prevent it from biting any person or animal;
- (6) Any person found In violation of the confinement requirements (dangerous) shall have his animal impounded and shall receive a citation with a specified time period during which to respond. Failure to respond to the citation shall cause said animal to become property of the animal services and adoption center and further cause disposal of the animal by euthanasia in accordance with this article and shelter policies as ordered by the director or his designated agent without further notice to its owner who will be assumed to have abandoned the animal; and
- (7) The owner shall notify the animal services and adoption center upon animal ownership changes. These stated requirements will remain the same as stated herein throughout the life of the animal.

Sec 4-57 Dangerous Animal Definition.

- (1) Any animal which when unprovoked, on two separate occasions within the prior thirty-six-month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the animal are off the property of the owner of the animal; or
- (2) Any animal which, when unprovoked, bites a person causing an injury; or
- (3) Any animal which, when unprovoked, on two separate occasions within the prior thirty-six-month period, has killed, seriously bitten, inflicted injury, or otherwise caused injury to a domestic animal off the property of the owner of the animal.

Sec 4-58 Exemptions.

The provisions of this Section shall not apply to:

- (1) Any animal which is owned, or the service of which is employed, by any state or local law enforcement agency for the principal purpose of aiding in the detection of criminal activity, enforcement of laws, or apprehension of offenders.
- (2) Any animal trained in accordance with the standards of a national or regional

search and rescue association to respond to instructions from its handler in the search and rescue of lost or missing individuals and which animal, together with its handler, is prepared to render search and rescue services at the request of law enforcement.

- (3) Nothing in this Part shall prevent any citizen of this state from lawfully hunting with a dog, provided the dog is accompanied by the owner or keeper.

ARTICLE IV DANGEROUS DOGS

Sec. 4-76. Dangerous dogs.

This article is adopted to promote the public health, safety and general welfare of the citizens of Acadia Parish. It is intended to be applicable to "dangerous dogs" as defined herein, by ensuring responsible handling by their owners through registration, confinement, and liability insurance.

Sec. 4-77. Definitions.

When used in the article, the following words, terms and phrases, and their derivations shall have the meanings ascribed to them in this section, except where the content clearly indicates a different meaning:

Animal control officer means any person employed or appointed by the parish (including duly commissioned police officers), who is authorized to investigate and enforce violations relating to animal control or cruelty under the provision of this article.

At large means that a dog is not under the direct control of the owner.

Dangerous dog means any dog that, because of its aggressive nature, training or characteristic behavior, presents a risk of serious physical harm or death to human beings, or would constitute a danger to human life, physical well-being, or property if not kept under the direct control of the owner. This definition shall not apply to dogs utilized by law enforcement officers in the performance of their duties. The term "dangerous dog" includes any dog that according to the records of the department of animal control or any law enforcement agency:

- (1) Has aggressively bitten, endangered, or inflicted severe injury on a human being on public or private property, or when unprovoked, has chased or approached a person upon the street, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by any of the above-referenced authorities;
- (2) Has more than once severely injured or killed a domestic animal while off the owner's property; or
- (3) Has been used primarily or in part for the purpose of dog fighting, or is a dog trained for dog fighting.

Direct control means immediate, continuous physical control of a dog such as by means of a leash, cord, secure fence, or chain of such strength to restrain the dog and controlled by a person capable of restraining the dog, or safe and secure restraint within a vehicle. If the controlling person is at all times fully and clearly within unobstructed sight and bearing of the dog, voice control shall be considered direct control when the dog is actually participating in training or in an official showing, obedience, or field event. Direct control shall not be required of dogs actually participating in a legal sport in an authorized area or to government police dogs.

Director means the Secretary/Treasurer of the Acadia Parish Police Jury.

Impoundment means taking or picking up and confining of an animal by any police officer, animal control officer or any other public officer under the provisions of this article.

Muzzle means a device constructed of strong, soft material or of metal designed to fasten over the mouth of an animal to prevent the animal from biting any person or other animal.

Owner means any person, partnership, corporation or other legal entity owning, harboring, or keeping any animal, or in the case of a person under the age of eighteen (18), that person's parent or legal guardian. An animal shall be deemed to be harbored if it is fed or, sheltered for three (3) or more consecutive days. This definition shall not apply to any veterinary clinic or boarding kennel.

Sanitary condition means a condition of good order and cleanliness to minimize the possibility of disease transmission.

Under restraint means that an animal is secured by a leash, led under the control of a person physically capable of restraining the animal and obedient to that person's commands, or securely enclosed within the real property limits of the owner's premises.

Sec. 4-78. Procedure for declaring a dog dangerous.

(a) Animal control officer or any adult person may request under oath that a dog be classified as dangerous as defined in section 4-77 by submitting a sworn written complaint on a form approved by the director of the department of animal control. Upon receipt of such complaint, the director shall notify the owner of the dog, by certified mail, that a complaint has been filed and that an investigation into the allegations as set forth in the complaint will be conducted.

(b) At the conclusion of an investigation, the director may:

(1) Determine that the dog is not dangerous and, if the dog is impounded, waive any impoundment fees incurred and release the dog to its owner; or

(2) Determine that the dog is dangerous and order the owner to comply with the requirements for keeping dangerous dogs set forth in section 4-82, and if the dog is impounded, release the dog to its owner after the owner has paid all fees incurred for the impoundment. If all impoundment fees have not been paid within ten (10) business days after a final determination that a dog is dangerous, the director may cause the dog to be humanely destroyed.

Sec. 4-79. Notification of dangerous dog declaration.

(a) Within five (5) business days after declaring a dog dangerous, the director shall notify the owner by certified mail of the dog's designation as a dangerous dog and any specific restrictions and conditions for keeping the dog, as set forth in section 4-82 of this article.

(b) The notice shall inform the dog owner that he may request, in writing, a hearing to contest the director's finding and designation within five (5) business days after delivery of the dangerous dog declaration notice.

(c) If the director cannot with diligence locate the owner of a dog that has been seized pursuant to this article, the director shall cause the dog to be impounded for not less than five (5) business days. If after five (5) days, the owner fails to claim the dog, the director may cause the dog to be humanely destroyed.

Sec. 4-80. Hearing on dangerous dog declaration.

(a) The department of animal control shall hold a hearing within fifteen (15) business days after receiving the dog owner's written request for such a hearing. The department shall provide notice of the date, time and location of the hearing to the dog owner by certified mail and to the complainant by regular mail.

(b) At a hearing, all interest persons shall be given the opportunity to present evidence on the issue of the dog's dangerousness. Criteria to be considered in a hearing required by this section shall include but not be limited to the following:

- (1) Provocation;
- (2) Severity of attack or injury to a person or domestic animal;
- (3) Previous aggressive history of the dog;
- (4) Observable behavior of the dog;
- (5) Site and circumstances of the incident, and
- (6) Statements from interested parties.

(c) A determination at a hearing that the dog is in fact a dangerous dog as defined in section 4-77 shall subject the dog and its owner to the provisions of this article.

(d) Failure of the dog owner to request a hearing shall result in the dog being finally declared a dangerous dog and shall subject the dog and its owner to the provisions of this article.

Sec. 4-81. Appeal from dangerous declaration.

If the director determines that a dog is dangerous at the conclusion of a hearing conducted under section 4-80 above, that decision shall be final unless the dog owner applies to a court of competent jurisdiction for any remedies that may be available within ten (10) days after receiving notice that the dog has been finally declared dangerous. The appeal must be a trial de novo and shall be a civil proceeding for the purpose of affirming or reversing the director's determination of dangerousness.

Sec. 4-82. Keeping of dangerous dogs.

The keeping of dangerous dogs is defined in section 4-77 shall be subject to the following requirements:

(a) Leash. No person having charge, custody, control or possession of a dangerous dog shall allow the dog to exit its kennel, pen or other proper enclosure unless such dog is securely attached to a leash not more than four (4) feet in length. No such person shall permit a dangerous dog to be kept on a chain, rope or other type of leash outside its kennel or pen unless a person capable of controlling the dog is in physical control of the leash.

(b) Muzzle. It shall be unlawful for any owner or keeper of a dangerous dog to allow the dog to be outside of its proper enclosure unless it is necessary for the dog to receive veterinary care or exercise. In such cases, the dog shall wear a properly fitted muzzle to prevent it from biting humans or other animals. Such muzzle shall not interfere with the dog's breathing or vision.

(c) Confinement. Except when leashed and muzzled as provided in this section, a dangerous dog shall be securely confined indoors or confined in a locked pen or other secure enclosure that is suitable to prevent the entry of children and is designed to prevent the dog from escaping. The enclosure shall include shelter and protection from the elements and shall provide adequate exercise room, light and ventilation. The enclosed structure shall be kept in a clean and sanitary condition and shall meet the following requirements:

- (1) The structure must have secure sides and a secure top, or all sides must be at least eight (8) feet high;
- (2) Dog must also be on chain in kennel;
- (3) The structure must have a bottom permanently attached to the sides or the sides must be embedded not less than one (1) foot into the ground; and
- (4) The structure must be of such material and closed in such a manner that the dog cannot exit the enclosure on its own.

(d) Indoor confinement. No dangerous dog shall be kept on a porch, patio or in any part of the house or structure that would allow the dog to exit such building on its own violation. In addition, no such dog shall be kept in a house or structure when the windows or screen doors are the only obstacle preventing the dog from exiting the structure.

(e) Signs. All owners, keepers or harborers of dangerous dogs shall display in a prominent place on their premises a sign easily readable by the public using the words "beware of dog".

(f) Animals born of registered dogs. All offspring born of dangerous dogs registered with the department of animals control also must be registered with the department within six (6) weeks of birth.

(g) Notification of escape. The owner or keeper of a dangerous dog shall notify the department of animal control immediately if such dog escapes from its enclosure or restraint and is at large. Such immediate notification shall also be required if the dog bites or attacks a person or domestic animal.

(h) Failure to comply. It shall be unlawful and a misdemeanor for any owner of a dangerous dog registered with the department of animal control to fail to comply with the requirements and conditions set forth in this section. Any dog found to be in violation of this section shall be subject to immediate seizure and impoundment. In addition, failure to comply with the requirements and conditions set forth in this article shall result in the revocation of the dog's license and the permit providing for the keeping of such animal.

Sec. 4-83. Permit and tag requirement for a dangerous dog.

(a) The owner of a dangerous dog shall, within three (3) business days after the classification of the dog as dangerous or upon acquisition of such a dog, obtain an annual permit from the department of animal control to harbor the dog. The fee for such permit shall be fifty dollars (\$50.00) per year.

(b) At the time the permit is issued a red circular tag shall be issued to the owner of the dangerous dog. The tag shall be worn at all times by the dog to clearly and easily identify it as a dangerous dog.

(c) The permit for maintaining a dangerous dog shall be presented to an animal control officer upon demand.

Sec. 4-84. Reserved.

Sec. 4-85. Notification of intent to impound.

(a) When the director of animal control or his designee intend to impound a dog declared to be dangerous for violation of section 4-82, he shall notify the owner or custodian of the dog, by certified mail, of the intended impoundment at least five (5) business days prior to the intended impoundment, except as provided in section 4-86.

(b) The notice of intent to impound shall inform the owner or custodian of the dog that

he may request in writing, within five (5) business days prior to the intended impoundment, a hearing to contest the intended impoundment and finding of violation.

(c) Upon request by the owner or custodian of the dog for a hearing pursuant to subsection (b), a hearing shall be held within ten (10) business days after the request for a hearing. Notice of the date, time and location of the hearing shall be provided by certified mail to the dog's owner or custodian requesting such hearing.

(d) If the owner or custodian requests a hearing pursuant to subsection (b), no impoundment shall take place until conclusion of the hearing, except as authorized in section 4-86.

Sec. 4-86. Immediate impoundment.

(a) A dog declared to be dangerous may be immediately impounded without a pre-impoundment hearing when the director of animal control or his designee determines such immediate impoundment is necessary for the protection of public health or safety. Such immediate impoundment may be ordered for violation of section 4-82 or when the dog bites a person or domestic animal.

(b) The owner or custodian of the dog immediately impounded pursuant to subsection (a) shall be notified of the impoundment by certified mail within five (5) business days after the dog's impoundment.

(c) The notice of impoundment shall inform the owner or custodian of the dog that he may request, in writing, a hearing to contest the impoundment within five (5) business days after the mailing of the notice of impoundment.

(d) Upon request by the owner or custodian of the dog for a hearing under subsection (c), a hearing shall be held within ten (10) business days after such request. Notice of the date, time and location of the hearing shall be provided by certified mail to the dog owner requesting the hearing.

Sec. 4-87. Impoundment hearing.

If after a hearing on impoundment, the director or his designee finds no violation of section 4-82, or that the dog has not bitten an individual, the dog shall be returned to its owner or custodian if already impounded, or shall not be impounded as intended.

Sec. 4-88. Destruction.

(a) The director of animal control or his designee may order the destruction of a dog that it determines to be extremely dangerous to public health or safety, a dog that has made an extremely vicious attack upon an individual, or a dog declared dangerous whose owner is unable or unwilling to adequately restrain it.

(b) The director or his designee shall give written notice by certified mail of his intention to destroy such dog to the owner or custodian of the dog, who may request in writing, within ten (10) business days after delivery of such notice, a hearing to contest the intended destruction.

(c) If no hearing is requested pursuant to subsection (b), the dog shall be destroyed pursuant to applicable provisions of law.

(d) If a hearing is requested pursuant to subsection (b), such hearing shall be held within ten (10) business days after the request; and the dog shall not be destroyed prior to the conclusion of the hearing.

(e) The dog owner shall be responsible for payment of all boarding costs and other fees as may be required for the parish to humanely and safely keep the animal during any

legal proceeding.

Sec. 4-89. Appeal from order of humane destruction.

If the director or his designee orders a dangerous dog to be humanely destroyed pursuant to section 4-88, that decision shall be final unless the dog owner applies to a court of competent jurisdiction for any remedies that may be available within fifteen (15) days after receiving notice of the destruction order. If an appeal is timely filed, the director shall suspend the destruction order pending the final determination of the court. The appeal hearing must be a trial de novo and shall be a civil proceeding for the purpose of affirming or reversing the director's destruction order.

Sec. 4-90. Change of ownership.

(a) Any owner of a dangerous dog who sells or otherwise transfers ownership, custody or residence of the dog shall, within ten (10) business days after such change of ownership or residence, provide written notification to the department of animal control of the name, address and telephone number of the new owner. It also shall be the responsibility of the person transferring ownership or custody of the dog to provide written notification of the dog's classifications as dangerous to the person receiving the dog. The previous owner shall furnish a copy of such notification to the department of animal control along with written acknowledgment by the new owner of his receipt of such notification. The director of animal control or his designee shall notify the chief executive or the police department of any changes of ownership, custody or residence of the dog within three (3) business days after receiving the required information from the previous dog owner.

(b) Any person receiving a dog classified as dangerous must obtain the required permit, tag and enclosure prior to acquisition of the dog. The new owner shall comply fully with the provisions of this article pertaining to obtaining liability insurance, payment of fees, and maintenance, control and ownership of a dangerous dog.

Sec. 4-91. Continuation of dangerous dog declaration.

Any dog that has been declared dangerous by any agency or department of this parish, another parish municipality or state shall be subject to the provisions of this article for the remainder of its life. The person owning or having custody of any dog designated as a dangerous dog by any municipality, parish or state government shall notify the department of animal control of the dog's address and conditions of maintenance within ten (10) days of moving the animal into the parish. The restrictions and conditions of maintenance of any dog declared dangerous by this parish, another parish, municipality or state shall remain in force while the dog remains in the parish.

A motion was offered by Mr. Dale Trahan, seconded by Mrs. Julie Borill and carried, to accept the recommendation of the Legislative Committee to authorize the Police Jury to hold a public hearing to adopt an Ordinance prohibiting the exposure of undergarments in Acadia Parish and to introduce that ordinance as follows:

ORDINANCE

AN ORDINANCE PROHIBITING THE EXPOSURE OF UNDERGARMETS IN THE UNINCORPORATED AREAS OF THE PARISH OF ACADIA

BE IT ORDAINED by the Police Jury of Acadia Parish, Louisiana that there is a need to protect public safety, health and welfare of the citizens in the Parish of Acadia in regards to the exposure of undergarments within the unincorporated areas of the Parish of Acadia, Louisiana.

BE IT FURTHER ORDAINED by the Police Jury of Acadia Parish, Louisiana, in regular session this the _____ day of _____, 2013, that the Acadia Parish Police Jury adopt Parish Ordinance _____ as follows:

SECTION 1: DEFINITIONS

Public Place means any location frequented by the public, or where the public is present or likely to be present, or where a person may reasonably be expected to be observed by members of the public. *Public Place* includes, but is not limited to, streets, sidewalks, parks, beaches, business and commercial establishments, whether for profit or not-for-profit and whether open to the public at large or where entrance is limited by a cover charge or membership requirement, bottle clubs, hotels, motels, restaurants, night clubs, country clubs, cabarets and meeting facilities utilized by any religious, social, fraternal, or similar organizations.

Undergarments means an article of personal clothing that is worn between the skin and an outer layer of clothing. *Undergarments* include, but are not limited to briefs, boxer shorts, and thongs.

SECTION 2: ACTS PROHIBITED

It shall be unlawful for any person in a public place or in view of the public to wear pants, shorts, or skirts in such a manner as to expose their undergarments. It is also shall be unlawful for a person to display the skin under which said undergarments are intended to cover.

SECTION 3: CRIMINAL LIABILITY

Any person who violates this Ordinance shall, upon conviction thereof, be guilty of a misdemeanor and shall be subject to the following:

1. First Offense- A fine of One Hundred (\$100.00) Dollars plus court costs.
2. Second Offense- A fine of Five Hundred (\$500.00) Dollars plus court costs.
3. Third Offense- A fine of One Thousand (\$1,000.00) plus courts costs and shall be imprisoned not more than thirty (30) days.

SECTION 4: REPEAL OF CONFLICTING ORDINANCES

All ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 5: SEVERABILITY

Should any part of this Ordinance be declared null, void, invalid, illegal, or unconstitutional, the remainder of the said ordinance shall remain in full force and effect.

SECTION 6: EFFECTIVE DATE

The ordinance shall become effective after final approval of the Acadia Parish Police Jury.

A motion was offered by Mr. Dale Trahan, seconded by Mr. A. J. Credeur and carried, to accept the recommendation of the Road and Bridge Committee that the Police Jury authorize the installation of a 3-way stop sign at the intersection of Leger Road and Mark Twain Road.

A motion was offered by Mr. Dale Trahan, seconded by Mr. A. J. Credeur and carried, to accept the recommendation of the Road and Bridge Committee that the Police Jury authorize the calling of a public hearing for a 35 MPH speed limit on Toups Road from Highway 35 westward and ending at Compact Road.

A motion was offered by Mr. A. J. Credeur, seconded by Mr. David Savoy and carried, to accept the recommendation of the Road and Bridge Committee that the Police Jury begin the process for abandoning roads that do not meet the guidelines for accepting a road into the Parish Road System after the Secretary-Treasurer and Parish Attorney meet with District Attorney to discuss the abandonment of Parish roads.

RESOLUTION

BY MESSRS: DALE TRAHAN AND A. J. CREDEUR

BE IT RESOLVED by the Acadia Parish Police Jury in regular session duly convened this 13th day of August, 2013, does hereby empower, authorize & direct the President to execute Change Order No. 2 for the 2012/2013 Roadway Capital Improvements Program Contract 1A (East Side) in the amount of Thirty Thousand Six Hundred and 00/100 (\$30,600) Dollars, to be added, for an adjusted contract price of Three Million Seven Hundred Fourteen Thousand Four Hundred Thirty-Nine and 70/100 (\$3,714,439.70) Dollars.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A. J. BROUSSARD
PRESIDENT

RESOLUTION OF ACCEPTANCE

The following resolution was offered by Mr. Dale Trahan, duly seconded by Mr. A. J. Credeur, and duly resolved and adopted on August 13, 2013.

A resolution authorizing and directing the President to execute for and on behalf of the Acadia Parish Police Jury, an Act of Acceptance for Glenn Lege Construction, Inc., Contractor, pertaining to the substantial completion of the contract, Acadia Parish Police Jury Street Improvements North Midland, in accordance with the plans and specifications contained in the contract documents pertaining thereto.

WHEREAS, a final inspection on the above referenced project was performed and was found to be in conformance with plans and specifications except for the items listed on the attached punch list, **and**

WHEREAS, Glenn Lege Construction, Inc., as Contractor, has substantially completed the Acadia Parish Police Jury Street Improvements North Midland, in accordance with the plans and specifications contained in the contract documents pertaining thereto; and

WHEREAS, the Acadia Parish Police Jury desires to accept the completed work;

NOW, THEREFORE, BE IT RESOLVED by the Acadia Parish Police Jury that the President of said Acadia Parish Police Jury be, and is hereby empowered, authorized and directed to execute an Act of Acceptance for and on behalf of the Acadia Parish Police Jury accepting the work as being substantially completed, and that he be authorized and directed to have a copy of said acceptance recorded in the Conveyance Records of the Parish of Acadia, State of Louisiana.

YEAS: Alton Stevenson, Julie Borill, Dale Trahan, Jimmie Pellerin, A. J. Credeur, David Savoy, and Robert Guidry.

NAYS: None.

ABSENT: None.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A J BROUSSARD
PRESIDENT

RESOLUTION OF ACCEPTANCE

The following resolution was offered by Mr. Dale Trahan, duly seconded by Mr. A. J. Credeur and duly resolved and adopted on August 13, 2013.

A resolution authorizing and directing the President to execute for and on behalf of the Acadia Parish Police Jury, an Act of Acceptance for Glenn Lege Construction, Inc., Contractor, pertaining to the substantial completion of the contract, Acadia Parish Police Jury Street Improvements South Midland, in accordance with the plans and specifications contained in the contract documents pertaining thereto.

WHEREAS, a final inspection on the above referenced project was performed and was found to be in conformance with plans and specifications except for the items listed on the attached punch list, **and**

WHEREAS, Glenn Lege Construction, Inc., as Contractor, has substantially completed the Acadia Parish Police Jury Street Improvements South Midland, in accordance with the plans and specifications contained in the contract documents pertaining thereto; and

WHEREAS, the Acadia Parish Police Jury desires to accept the completed work;

NOW, THEREFORE, BE IT RESOLVED by the Acadia Parish Police Jury that the President of said Acadia Parish Police Jury be, and is hereby empowered, authorized and directed to execute an Act of Acceptance for and on behalf of the Acadia Parish Police Jury accepting the work as being substantially completed, and that he be authorized and directed to have a copy of said acceptance recorded in the Conveyance Records of the Parish of Acadia, State of Louisiana.

YEAS: Alton Stevenson, Julie Borill, Dale Trahan, Jimmie Pellerin, A. J. Credeur, David Savoy, and Robert Guidry.

NAYS: None.

ABSENT: None.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A J BROUSSARD
PRESIDENT

RESOLUTION

BY MESSRS: A. J. CREDEUR AND DAVID SAVOY

WHEREAS, the Acadia Parish Police Jury received bids for the Schultz Road Bulk Head Project, **and**

WHEREAS, the following bids were received:

<u>BIDDER</u>	<u>BID</u>	<u>ALTERNATE NO. 1</u>	<u>TOTAL</u>
Guinn Construction, LLC	\$287,228.45	\$18,362.50	\$305,590.95
Coastal Bridge Co., LLC	\$345,669.50	\$17,887.50	\$363,557.00
Gilchrist Construction Co. LLC	\$391,625.00	\$17,325.00	\$408,950.00

WHEREAS, Mr. Karl Aucoin, Parish Engineer, recommended accepting the low bid of Guinn Construction, LLC including Alternate No. 1.

THEREFORE, BE IT RESOLVED by the Acadia Parish Police Jury in regular session duly convened on this the 13th day of August, 2013, does hereby accept the bid submitted by Guinn Construction, LLC. in the amount of Three Hundred Five Thousand Five Hundred Ninety and 95/100 (\$305,590.95) Dollars for the Schultz Road Bulk Head Project.

BE IT FURTHER RESOLVED that the President be authorized to sign any and all documents in conjunction with this project.

ADOPTED: AUGUST 13, 2013

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

/s/ A. J. Broussard
A. J. BROUSSARD
PRESIDENT

A motion was offered by Mr. A. J. Credeur, seconded by Mr. Jimmie Pellerin and carried to table the recommendation of the Finance Committee that the Police Jury authorize the President to execute Intergovernmental Agreements with municipalities in Acadia Parish for Animal Control Services until further notice.

A motion was offered by Mrs. Julie Borill, seconded by Mr. Robert Guidry and carried, to accept the recommendation of the Finance Committee that the Police Jury approve the 2013 Budget Adjustments as presented by the Budget Director.

The Secretary-Treasurer presented the monthly financial report.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE MEETING, THE MOTION WAS OFFERED DULY SECONDED, THAT THE MEETING ADJOURN UNTIL THE NEXT REGULARLY SCHEDULED MEETING OF TUESDAY, SEPTEMBER 10, 2013, AT THE HOUR OF 6:30 P.M.

SECRETARY-TREASURER

PRESIDENT