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 moment of silence 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
JIMMIE PELLERIN
A. J. CREDEUR
DAVID SAVOY
ROBERT GUIDRY

ABSENT: DALE TRAHAN

A motion was offered by Mr. Jimmie Pellerin, seconded by Mr. David Savoy and carried, to dispense with the reading of the Minutes of the regular meeting held September 11, 2012 and approve them as written.

Juror A. J. Credeur stated that the minutes of the September 11, 2012 regular meeting should not be approved because they were not furnished and he requested that an item be added to the agenda regarding the procedure policy on the minutes of the meetings.

A motion was offered by Mr. A. J. Credeur, seconded by Mrs. Julie Borill and carried, to make the following revisions to the agenda:

- 1. Amend item number 14 to read as follows: "Authorize a Budget Amendment for the Reallocation of Funds of Hurricanes Gustav/Ike Disaster Recovery Program."
- 2. Amend item number 20d to read as follows: "That the Police Jury hold a public hearing to set a 15 MPH Speed Limit on Saint Nicholas Street, a 25 MPH Speed Limit in Ginafala Road, a 25 MPH Speed Limit on St. Edna Drive, a 25 MPH Speed Limit on Saul Drive, and a 25 MPH Speed Limit on Beau Che'ne Road."
- Add an item to the agenda to revise procedure policy on the minutes of the meetings.
- 4. Amend item number 20c to read as follows: "That the Police Jury instruct the Parish Engineer, the Parish Road Manager, and the chairman of the Road and Bridge Committee to review and make recommendations on changes to be made to the Road Policy Manual."
- 5. Remove Item number 5 from the agenda.

### **RESOLUTION**

**WHEREAS,** Title 2 of the Louisiana Revised Statutes of 1950 provides that cities, towns, parishes, and other political subdivisions of this State may separately or jointly acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, regulate, and police airports and landing fields for the use of aircraft, **and** 

**WHEREAS**, the State of Louisiana, Department of Transportation and Development, Division of Aviation (formerly the LA DOTD-OAPT) is charged by Title 2 with the responsibility for the development of aviation facilities within the State to foster air commerce and to safeguard the interests of those engaged in all phases of the aviation industry and of the general public, **and** 

WHEREAS, the <u>Acadia Parish Police Jury</u>, hereinafter referred to as "Sponsor", has completed an FAA and DOTD approved Master Plan, Action Plan, and/or Airport Layout Plan which outlines the specific future development of the LeGros Memorial Airport; and, the Sponsor is desirous of implementing a portion of the approved Plan recommendations which provide for the critically needed improvements as stated below to substantially improve the safety and usability of the Airport, but does not have sufficient funds of its own required for completing the needed improvements, and

WHEREAS, the LA DOTD, Division of Aviation is authorized by Title 2 to expend funds for the construction or enlargement of airports for the safety and advancement of aeronautics;

### NOW, THEREFORE, BE IT RESOLVED:

#### SECTION I

That the Sponsor does hereby formally request that the LA DOTD, Division of Aviation provide funds required to complete the airport improvements at the LeGros Memorial Airport specifically as described in the Capital Improvement Program Application for State Financial Assistance dated October 9, 2012.

### **SECTION II**

That the said LA DOTD, Division of Aviation be and is hereby assured that all necessary servitudes, rights-of-way, rights of ingress and egress and means thereof will be furnished by the Sponsor and the titles thereto will be valid and indefeasible, and that the Sponsor will assume ownership, financial reporting, and complete responsibility for the maintenance and upkeep of the airport after completion of said improvement.

### **SECTION III**

That the Sponsor will save and hold the said LA DOTD, Division of Aviation, its officers, agents, and employees harmless from any liability or claim for damages arising out of the project, including death or injuries to third parties including, but not limited to, liability or claim for damages out of the negligence of said LA DOTD, Division of Aviation, its officers, agents, or employees, and expressly agrees to defend any suit of any nature brought against the LA DOTD, Division of Aviation as a result of this project.

### **SECTION IV**

That the <u>Police Jury President</u> of the Sponsor be and is hereby authorized and directed to evidence this agreement by affixing his signature at the place provided therefore on this resolution and on the subsequent related documents/agreements as required by the rules and regulations of the Federal Aviation Administration and the State of Louisiana and the Secretary-Treasurer is hereby authorized to attest said execution.

### SECTION V

That this Resolution shall be in force and effect from and after its adoption.

The Acadia Parish Police Jury met in regular session on this date. The aforesaid resolution was offered by Mr. Alton Stevenson and seconded by Mr. Jimmie Pellerin. The aforesaid resolution, having been submitted to the vote thereon was as follows:

YEAS: Alton Stevenson, Julie Borill, Jimmie Pellerin, A. J. Credeur, David Savoy,

and Robert Guidry.

NAYS: None.

**ABSENT:** Dale Trahan.

ADOPTED: OCTOBER 9, 2012

ATTEST:

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

The following resolution was offered for adoption by Mr. A. J. Credeur and seconded by Mr. Alton Stevenson:

### **RESOLUTION**

A resolution providing for the incurring of debt and issuance of One Million Four Hundred Sixty-Five Thousand Dollars (\$1,465,000) of Correctional Center Refunding Bonds, Series 2012, 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; 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 \$1,465,000 principal amount of outstanding Correctional Center Bonds, Series 2004, maturing October 1 of the years 2013 through 2019 and bearing interest at the rates of 4.35%, 4.50%, 4.60%, 4.70%, 4.80%, 4.90% and 5.10% per annum, final maturity, October 1, 2019, issued pursuant to a resolution adopted by the Issuer August 17, 2004 (the "Refunded Bonds"); and

WHEREAS, the Issuer wishes to obtain annual debt service savings through the refunding of 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 Budget of the Issuer for the fiscal year ending December 31, 2012, 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 (the "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 2004 Bonds and its Taxable Public Building Bonds, Series 2005, outstanding in the principal amount of \$412,000, issued pursuant to a resolution adopted on September 20, 2005, as amended by a resolution adopted on May 8, 2012, and its Correctional Center Bonds, Series 2006, outstanding in the principal amount of \$1,110,000 and issued pursuant to a resolution adopted on February 21, 2006 (the A2005 Bonds and the 2006 Bonds hereinafter referred to as the "Outstanding Parity Bonds"); and

WHEREAS, the Issuer now desires to incur debt and issue One Million Four Hundred Sixty-Five Thousand Dollars (\$1,465,000) of its Correctional Center Refunding Bonds 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)

- 1) <u>Definitions</u>. 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 Bonds" 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 One Million Four Hundred Sixty-Five Thousand Dollars (\$1,465,000).
- **"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, 2013.
  - "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 Bonds, Series 2006, 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 February 21, 2006, 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 2004, maturing on October 1, 2013 to 2019, 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.

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, and subject to the approval of the State Bond Commission, there is hereby authorized the incurring of an indebtedness of One Million Four Hundred Sixty-Five Thousand Dollars (\$1,465,000) for, on behalf of, and in the name of the Issuer, for the purpose of refunding the Issuer's outstanding Correctional Center Bonds, Series 2004, and to represent said indebtedness, this Governing Authority does hereby authorize the issuance of One Million Four Hundred Sixty-Five Thousand Dollars (\$1,465,000) of Correctional Center Refunding Bonds, Series 2012, 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, 2013, 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:

Year	Principal	Interest Rate
(October 1)	<u>Amount</u>	Per Annum
	• • • • • • •	
2013	\$194,000	2.18%
2014	200,000	2.18
2015	204,000	2.18
2016	209,000	2.18
2017	214,000	2.18
2018	219,000	2.18
2019	225,000	2.18

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 interest on the Refunded Bonds upon redemption as provided for herein and to pay the costs of issuance.

SECTION 3) <u>Redemption Provisions</u>. The Bonds are not callable for redemption prior to their stated dates of maturity.

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 or Bonds 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 the 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 \$
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# UNITED STATES OF AMERICA STATE OF LOUISIANA PARISH OF ACADIA

# CORRECTIONAL CENTER REFUNDING BOND, SERIES 2012 OF THE PARISH OF ACADIA, STATE OF LOUISIANA

Bond	Maturity	Interest
Date	Date	Rate
November 1, 2012	October 1.	2.18%

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, 2013 (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 One Million Four Hundred Sixty-Five Thousand Dollars (\$1,465,000) of Correctional Center Refunding Bonds, Series 2012, 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 October 9, 2012 (the "Resolution"), for the purpose of refunding the Issuer's outstanding Correctional Center Bonds, Series 2004, 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 this 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 Bonds, Series 2006 (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 LOUISIANA	ACADIA,	STATE	OF
Secretary-Treasurer, Police Jury	<del></del> -	Presid	ent, Police	Jury	
	(SEAL)				
	* * * * *	*			
(FORM OF PAYING AGEN	NT'S CERTIF	ICATE OF RE	GISTRATIO	ON)	
This Bond is one of Resolution.	the Bonds	referred to i	n the withi	n mentic	ned
	IBERIAB	ANK	Lafaye	tte, Louis	iana
Date of Registration:	Ву:				
		Auth	orized Offic	er	
*	* * * *	· *			
(FORI	M OF ASSIG	NMENT)			
FOR VALUE RECEIVED, the unto	e undersigne	d hereby sell	s, assigns a	and trans	fers
Please Insert Social Security or other Identifying Number of Assignee  the within Bond and all rights the	ereunder, an	d hereby irre	vocably co	nstitutes	and
appoints	ordandor, arr	a 110100y 1110	vocasiy co	. iotitutoo	unu
attorney or agent to transfer the with with full power of substitution in the p		the books kep	t for registr	ation the	eof,
co of	rrespond with the within	e signature to the name as Bond in evalure	it appears i	upon the tupon the tupon the terminal t	face hout

SECTION 6) <u>Execution of Bonds</u>. 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 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 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 Debt Obligations are to be issued, as reflected in the budget adopted by the Governing Authority, must at least 1.20 times the combined principal and interest requirements for any calendar year on the Bonds, the Outstanding Parity Bonds, any such Additional Debt Obligations 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 (3) and (4) 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 AExcess Revenue Debt Sinking Fund", said Sinking Fund having been heretofore established and maintained with the regularly designated fiscal agent bank of the Issuer pursuant to the provisions of the resolution adopted by the Issuer on August 17, 2004, providing for the Issuance of the Refunded Bonds. 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 set aside 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, and all required amounts have been deposited in the said Sinking Fund maintained for the Bonds and the sinking fund for the Outstanding Parity Bonds, 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) <u>Budget</u>; <u>Audit</u>. 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) <u>Bonds Legal Obligations</u>. 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) <u>Cancellation of Bonds</u>. 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) <u>Discharge of Resolution; Defeasance</u>. 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 pledge of the money, securities, and 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 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) <u>Disclosure Under SEC Rule 15c2-12</u>. 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:

- (a) the Bonds are not being purchased by a broker, dealer or municipal securities dealer acting as an underwriter in a primary offering of municipal securities; and
- (b) the Bonds are in denominations of \$100,000 or more and are being sold to no more than two financial institutions which (i) have such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment in the Bonds and (ii) are not purchasing said Certificates for more than one account or with a view to distributing same.

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. <u>Qualified Tax Exempt Obligations</u>. 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 either calendar year 2012 or 2013 will not exceed \$10,000,000.

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

SECTION 25. <u>Award of Bonds</u>. 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. <u>Defeasance and Call for Redemption</u>. The Issuer's outstanding Correctional Center Bonds, Series 2004, consisting of all the maturities thereof maturing October 1, 2013 to October 1, 2019, 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. <u>Notice of Redemption</u>. The registered owner of the Refunded Bonds is also the purchaser of the Bonds and has waived any formal notice of redemption.

SECTION 28. <u>Headings</u>. 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. <u>Effective Date</u>. 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>Alderman</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstaining</u>
Alton Stevenson	X			
A.J. Broussard				X
Julie Borill	X			
Dale Trahan			X	
Jimmie Pellerin	X			
A.J. Credeur	X			
David Savoy	X			
Robert Guidry	X			

And the resolution was adopted on this, the 9<sup>th</sup> day of October, 2012.

/s/ Richard Latiolais
Secretary-Treasurer

/s/ A. J. Broussard President

# **RESOLUTION**

BY MR. A. J. CREDEUR AND MRS. JULIE BORILL

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO THE REQUIRED SECOND AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT WITH THE LA DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT—DISASTER RECOVERY UNIT TO SECURE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DISASTER RECOVERY

FUNDS; AND, TO AUTHORIZE THE PARISH PRESIDENT TO SIGN ANY AND ALL DOCUMENTS REQUIRED IN THE SUBMISSION OF THE REQUIRED APPLICATIONS AND SUBSEQUENT ADMINISTRATION OF THE PROGRAM.

WHEREAS, the Acadia Parish Police Jury and OCD entered into an Agreement effective March 19, 2009, which made available up to One Million, Three Hundred Eighty-One Thousand, One Hundred Sixty-Seven and 00/100 (\$1,381,167.00) Dollars for the purpose of funding activities under the parish-Implemented Recovery Program in the Parish; and

WHEREAS, pursuant to 74 FR 41146-01, a second allocation of funds were appropriated to the HUD CDBG Program for use through the State of Louisiana for disaster recovery efforts from Hurricanes Gustav and Ike; and

**WHEREAS**, Action Plan Amendment Number 1 to Louisiana's initial Action Plan for the Utilization of CDBG Funds in Response to Hurricanes Gustav and Ike, which was approved by HUD on July 25, 2009, details the Parish-Implemented Recovery Program using funds from the first allocation and the anticipated second allocation; and

WHEREAS, Action Plan Amendment Number 2 of Louisiana's Action Plan for the Utilization of CDBG Funds in Response to Hurricanes Gustav and Ike, which provides for the use of funds from the second allocation within the guidelines originally set forth for the Parish-Implemented Recovery Program in Action Plan Amendment Number 1, was approved by HUD on December 1, 2009; and

WHEREAS, a First Amendment to the Cooperative Endeavor Agreement implementing Grant under the CDBG – Disaster Recovery Program has been drafted for execution between the Acadia Parish Police Jury and the State of Louisiana Division of Administration, Office of Community Development – Disaster Recovery Unit to make available an additional One Million, One Hundred Thirty-Two Thousand, Five Hundred Ninety-Two (\$1,132,592.00) Dollars, which provides for the use of funds from the second allocation; bringing the total parish allocation to Two Million Five Hundred Thirteen Thousand, Seven Hundred Fifty-Nine (\$2,513,759.00) Dollars on May 18, 2010; and,

**WHEREAS**, a Second Amendment to the Cooperative Endeavor Agreement has been drafted for execution between the Acadia Parish Police Jury and the State of Louisiana Division of Administration, Office of Community Development – Disaster Recovery Unit to make changes in the Term of Agreement, Administrative Requirements, HUD/CDBG Compliance Provisions, and General Conditions of the Original and First Amended CEA.

**NOW, THEREFORE BE IT RESOLVED** by the Acadia Parish Police Jury that, Parish President, A. J. Broussard, be hereby authorized to enter into the Second Amendment to the Cooperative Endeavor Agreement with the LA Division of Administration, Office of Community Development—Disaster Recovery Unit to secure Community Development Block Grant (CDBG) Disaster Recovery funds and to sign any and all documents required in the submission of the required applications and subsequent administration of the program.

ADOPTED: OCTOBER 9, 2012

ATTEST:

/s/ Richard Latiolais RICHARD LATIOLAIS SECRETARY-TREASURER

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

### **RESOLUTION**

### BY MRS. JULIE BORILL AND MR. DAVID SAVOY

A RESOLUTION AUTHORIZING THE PRESIDENT OF THE ACADIA PARISH POLIC EJURY TO ENTER INTO THE REQUIRED MEMORANDUM OF UNDERSTANDING WITH THE GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS TO SECURE FUNDING UNDER THE FEMA PUBLIC ASSISTANCE AND/OR HAZARD MITIGATION PROGRAM.

**BE IT RESOLVED** by the Acadia Parish Police Jury in special session duly convened this 9<sup>th</sup> day of October 9, 2012, does hereby authorize the President to execute a Memorandum of Understanding Agreement with the Governor's Office of Homeland Security and Emergency Preparedness regarding funding under the FEMA Public Assistance and/or Hazard Mitigation Programs.

ADOPTED: OCTOBER 9, 2012

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

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

Mr. Lee Hebert, Director of Homeland Security and Emergency Preparedness, addressed the Jury regarding Hazard Mitigation Grants.

A motion was offered by Mrs. Julie Borill, seconded by Mr. David Savoy and carried, to offer the owners of a home on Toby Loop \$225,000.00 to purchase their home.

A motion was offered by Mr. A. J. Credeur, seconded by Mr. Robert Guidry and carried, to submit an offer to the surrounding municipalities for a 50/50 match on the 25% of the 75/25 match for Ike/Gustav funds from FEMA for retrofitting and the design of safe rooms.

# **RESOLUTION OF ACCEPTANCE**

The following resolution was offered by Mr. A. J. Credeur, duly seconded by Mrs. Julie Borill and duly resolved and adopted on October 9, 2012.

A resolution authorizing and directing the President to execute for and on behalf of the Acadia Parish Police Jury, an Act of Acceptance for E. L. Habetz Builders, Inc., pertaining to the substantial completion of the contract, Front Plaza Water Intrusion Project, 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 a punch list of miscellaneous work items to be completed is attached and made a part of this resolution; **and** 

WHEREAS, E. L. Habetz Builders, Inc., as Contractor, has substantially completed the Front Plaza Water Intrusion Project 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, Jimmie Pellerin, A. J. Credeur, David Savoy,

and Robert Guidry.

NAYS: None.

**ABSENT:** Dale Trahan.

ADOPTED: OCTOBER 9, 2012

ATTEST:

/s/ Richard Latiolais/s/ A. J. BroussardRICHARD LATIOLAISA. J. BROUSSARDSECRETARY-TREASURERPRESIDENT

# **RESOLUTION**

BY MRS. JULIE BORILL AND MR. ALTON STEVENSON

**BE IT RESOLVED** by the Acadia Parish Police Jury in regular session duly convened this 9<sup>th</sup> day of October, 2012, does hereby authorize the President to enter into a contract with Ms. Tammy Lamartiniere for Nutritional Service for compliance with the WIC program for the year 2013.

**ADOPTED:** OCTOBER 9, 2012

ATTEST:

/s/ Richard Latiolais/s/ A. J. BroussardRICHARD LATIOLAISA. J. BROUSSARDSECRETARY-TREASURERPRESIDENT

A motion was offered by Mrs. Julie Borill, seconded by Mr. A. J. Credeur and carried, to adopt an Investment Policy as requested by Legislative Auditor.

A motion was offered by Mr. A. J. Credeur, seconded by Mr. Robert Guidry and carried, to authorize a Budget Amendment for the Reallocation of Funds of Hurricanes Gustav/Ike Disaster Recovery Program.

# **RESOLUTION**

BY MESSRS: ROBERT GUIDRY AND JIMMIE PELLERIN

**WHEREAS**, the Acadia Parish Police Jury received bids for the Permanent Emergency Generators under the Hurricanes Gustav/Ike Disaster Recovery Program, **and** 

**WHEREAS**, the following bids were received:

BIDDER
Central Electric of Monroe \$568,300.00
Kaough & Jones Electric \$586,207.00
Prevost Electric \$801,540.00
Central Electric of Alexandria \$850,600.00
Sun Electrical and Instrumentation, Inc Nonresponsive

**WHEREAS**, upon review by the Project Engineer and Legal Council, Central Electric of Monroe was deemed the apparent lowest responsive bidder.

**THEREFORE, BE IT RESOLVED** by the Acadia Parish Police Jury in regular session duly convened this 9<sup>th</sup> day of October, 2012, that the contract for said construction is hereby awarded to the low responsive bidder, Central Electric of Monroe for the Base Bid and Alternate Bid Price of \$568,300.00; contingent upon the following:

- 1. Receipt of concurrence in the contract award from the State of Louisiana, Division of Administration, Office of Community Development-Disaster Recovery Unit; and
- 2. Receipt of Verification of Contractor Eligibility from the State of Louisiana, Division of Administration, Office of Community Development-Disaster Recovery Unit; and;

**BE IT FURTHER RESOLVED** that the President is hereby authorized to execute the contract between the Acadia Parish Police Jury and the successful Bidder.

**ADOPTED:** OCTOBER 9, 2012

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

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

Discussion was held regarding leasing airport property.

Mr. Brad Andrus, Parish Attorney, addressed the Jury and stated that in order to lease the property the Jury would have to advertise for bids and that Public Lease Law stipulates how much of the property could be leased, the required minimum to charge for leasing, and how long it would need to be advertised for.

A motion was offered by Mr. David Savoy, seconded by Mr. A. J .Credeur and carried, to instruct the Parish Attorney to draw up a lease to be submitted for review at the next Airport Committee Meeting.

A motion was offered by Mr. David Savoy, seconded by Mr. Jimmie Pellerin and carried, to deny the request that the City of Crowley's portion of Standard Mill Road be patched and overlaid.

A motion was offered by Mrs. Julie Borill, seconded by Mr. Jimmie Pellerin and carried, to accept the recommendation of the Airport Committee to renew the Hangar Insurance at LeGros Memorial Airport.

Mr. Mark Lalande, Architect, addressed the Jury regarding the repairs needed at the Acadia Parish Jail. He stated the repair work would be complete before the October 29, 2012 deadline.

A motion was offered by Mrs. Julie Borill, seconded by Mr. Alton Stevenson and carried, to accept the recommendation of the Building and Grounds Committee to authorize the Parish Attorney to file suit prior to October 29, 2012 if the necessary repairs have not been made at the Acadia Parish Jail.

Discussion was held regarding the mounting of the plaque on the Acadia Parish Police Jury Administrative Building. Juror Alton Stevenson expressed displeasure that the plaque had not been hung already. Juror A. J. Credeur requested that Karl Aucoin look into getting the plaque hung. Karl Aucoin agreed to have the plaque hung. No action was taken.

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 to authorize the Parish Road Manager to obtain price quotes for repairs to be made to the Nation Road Bridge and Retriever Road Bridge.

A motion was offered by Mr. A. J. Credeur, seconded by Mr. Julie Borill and carried, to accept the recommendation of the Road and Bridge Committee to exchange property owned on Roller Road with Mr. Clark Hoffpauir for property that he also owns on Roller Road with the addition of \$4,000.00.

A motion was offered by Mr. A. J. Credeur, seconded by Mr. Julie Borill and carried, to accept the recommendation of the Road and Bridge Committee to instruct the Parish Engineer, the Parish Road Manager, and the chairman of the Road and Bridge Committee to review and make recommendations on changes to be made to the Road Policy Manual.

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 to hold a public hearing to set a 15 MPH Speed Limit on Saint Nicholas Street, a 25 MPH Speed Limit in Ginafala Road, a 25 MPH Speed Limit on St. Edna Drive, a 25 MPH Speed Limit on Saul Drive, and a 25 MPH Speed Limit on Beau Che'ne Road.

### **RESOLUTION**

BY MR. A. J. CREDEUR AND MRS. JULIE BORILL

**BE IT RESOLVED** by the Acadia Parish Police Jury in regular session duly convened this 9<sup>th</sup> day of October, 2012, does hereby empower, authorize & direct the President to execute Partial Payment Request No. 3 for the Phase III Subtitle D Liner Project at the Acadia Parish Sanitary Landfill in the amount of Two Hundred Thirty-Three Thousand Thirty-Five and 61/100 (\$233,035.61) Dollars.

ADOPTED: OCTOBER 9, 2012

ATTEST:

/s/ Richard Latiolais
RICHARD LATIOLAIS
SECRETARY-TREASURER

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

# **RESOLUTION**

BY MR. A. J. CREDEUR AND MRS. JULIE BORILL

**WHEREAS**, the Acadia Parish Police Jury advertised and received bids for the Demolition Project for a building located at 226 Marie St. in Church Point, Louisiana 70525, and

**WHEREAS**, the following bids were received:

BIDDER	<u>BID</u>
Pellerin and Sons, Inc.	\$ 8,800.00
A & M Associates, Inc.	\$ 11,280.00
Romel Enterprises Inc.	\$ 19,370.00
Garden City Construction Co	\$ 22,699.00
Michael Keaveney	\$ 40,000.00

**THEREFORE, BE IT RESOLVED** by the Acadia Parish Police Jury in regular session duly convened on this the 9<sup>th</sup> day of October, 2012, does hereby accept the low bid submitted by Pellerin and Sons, Inc. in the amount of Eight Thousand Eight Hundred and 00/100 (\$8,800.00) Dollars for the Demolition Project for a building located at 226 Marie St. in Church Point, Louisiana 70525.

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

ADOPTED: OCTOBER 9, 2012

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. A. J. Credeur and carried, to accept the recommendation of the Finance Committee to authorize the Secretary-Treasurer to advertise for bids for the purchase of an excavator.

Discussion was held regarding revising the procedure policy of the minutes of the meetings.

A motion was offered by Mr. A. J. Credeur, seconded by Mr. Alton Stevenson and carried, to require that the Police Jurors receive the minutes of the Police Jury Meetings 10 days prior to the next Police Jury Meeting and to refer the approval of the September 11, 2012 minutes until the Regular Police Jury Meeting.

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, NOVEMBER 13, 2012, AT THE HOUR OF 6:30 P.M.

SECRETARY-TREASURER	PRESIDENT