

LEGALS

ST. CHARLES PARISH PUBLIC NOTICES



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



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



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



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



Wendy Benedetto
Councilwoman, District III
(504) 415-4972
wbenedetto@stcharlesgov.net



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



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



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



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



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

PUBLIC NOTICE

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of **Rehabilitation of Sunset Drainage Building Wall & Roof Panel Replacement** as follows:

Owner: **St. Charles Parish**

Project Title: **Sunset Drainage Building Rehabilitation**

Project No.: **P131001**

Principal Work Location: The Contract Work will be located at Sunset Drainage Pump Station 198 Kerry's Point West, Bayou Gauche, LA 70030, off LA. Highway 306.

Description of Basic Work: The Contract Work is comprised of removal of old roof and siding panels and replacement with new metal roof and siding panels on the existing pump station. Remove Asbestos Transite Roof Material from roof of pump station. Vents on roof will be left in place and supported while roof is being removed. Roof material is under the housing frame of the vents on the roof. The vents will have to be jacked up to remove the roofing material under the support frame and the vents temporarily secured so the new roof material can be installed. Install new metal roofing material, wind resistant to 130 MPH. Remove Asbestos Transite Siding Material on the pump side of the building. Existing windows will remain in place on the pump side of the building. New siding will have to be fitted around engine exhausts and drive shafts to the pumps. New metal siding to be wind resistant to 130 MPH. Remove Asbestos Transite Siding on the remaining three sides of the pump station building. All existing windows and doors will remain in place. Install new metal siding on the remaining three sides of the pump station building. New metal siding to be wind resistant to 130 MPH. Contractor will adhere to Asbestos abatement specifications in accordance with applicable LDEQ and OSHA regulations, sufficient to perform proper removal of identified Transite walls and roofing materials. Construct Work in stages to accommodate the Owner's use of the premises during the construction period; coordinate the construction schedule and operations with the Engineer. Roofing material shall be abated and replaced to Engineers acceptance and approval before any other work shall commence. No roofing or siding shall be removed that cannot be replaced that is interior of building being exposed to precipitation, excessive moisture, or environment that may be detrimental to electrical or mechanical equipment within building. All construction schedules must be submitted to Engineer and approved before any work commences. Construct the Work in stages to provide for public convenience. Do not close off use of facilities until completion of one stage of construction will provide alternative usage.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL, Parish of St. Charles, P.O. Box 302, 15045 River Road, Court House, (additional location for delivery of bid will be provided at the time the ad for bid is issued) Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, no later than **10:00 a.m. local time on September 2, 2014**. Promptly thereafter, the bids will be publicly opened and read aloud in the **Council Chambers on the 2nd Floor of the St. Charles Parish Court House**. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, **Aims Group, Inc. 4421 Zenith Street Metairie, Louisiana, 70001**.

A payment of \$125.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La. R.S. 38:2212(A)(e).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on **August 21, 2014 at 10:00 a.m.** the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **Mandatory**.

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

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

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

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

St. Charles Parish Council
V. J. St. Pierre, Jr., Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
Times Picayune
The Advocate
The Daily Journal of Commerce
McGraw Hill Dodge of New Orleans

ISQFT.com
St. Charles Parish Web Site
Central Auction House

Thursday, August 07, 2014
Thursday, August 14, 2014
Thursday, August 21, 2014
Thursday, August 28, 2014

PUBLIC NOTICE

ADVERTISEMENT FOR BIDS

Sealed bids are requested by St. Charles Parish Sheriff's Office from general contractors for construction of:

ST. CHARLES PARISH SHERIFF'S OFFICE STORAGE FACILITY

Bids will be received at the **St. Charles Parish Sheriff's Office Law Enforcement Complex, Multipurpose Room, 260 Judge Edward Dufresne Parkway, Luling, LA 70070**.

2:00 P.M., Thursday, September 18, 2014

at which time the bids will be publicly opened and read aloud in the St. Charles Parish Sheriff's Office Law Enforcement Complex, Multipurpose Room, 260 Judge Edward Dufresne Parkway, Luling, LA 70070.

A **PRE-BID CONFERENCE** will be held at the: **St. Charles Parish Sheriff's Office Law Enforcement Complex, Multipurpose Room, 260 Judge Edward Dufresne Parkway, Luling, LA 70070 on Tuesday, September 9, 2014, at 2:00 P.M.** Attendance at this Pre-Bid Conference is **mandatory**.

Complete Bidding Documents which include the proposed Contract Documents may be obtained from the Architect – Murray Architects, Inc., 13760 River Road, Destrehan, LA 70047, (985) 764-7275 (Phone Number) upon payment of a deposit of \$100.00 cash for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders. Electronic bids are being accepted at www.centralbidding.com.

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

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

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

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

Greg Champagne, Sheriff
St. Charles Parish Sheriff's Office

LEGAL AD TO RUN: August 21, 2014
August 28, 2014
September 4, 2014

PUBLIC NOTICE

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Fairfield & Oakland Conveyance and Pump Station Upgrades; Project No. P090301 as follows:

Owner: **St. Charles Parish**

Project Title: **Fairfield and Oakland Conveyance and Pump Station Upgrades**

Project No.: **P090301**

Principal Work Location: The Contract Work will be located at pump station locations in St. Rose, Louisiana.

Description of Basic Work: The work comprises select demolition and construction of area pump stations. This work includes removing existing wooden bar screens, timber piles, wooden sheeting, metal decking and associated supports. The work also includes installing new steel bar screens, pipe piles, steel decking and supports, wooden sheeting, concrete footings, and soil stabilization methods.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL, Parish of St. Charles, P.O. Box 302, 15045 River Road, Court House, (additional location for delivery of bid will be provided at the time the ad for bid is issued) Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, no later than **10:00 a.m. local time on September 3, 2014**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, **Principal Engineering, Inc.; 1011 N. Causeway Blvd., Ste. 19, Mandeville, LA 70471; (985) 624-5001**.

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

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on **August 20, 2014 at 10:00 a.m.** the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr.**, Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond. If the bid is submitted electronically and a certified or cashier's check is used for bid bond, then the actual check shall be delivered to the St. Charles Parish Council Office, St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, 70057. Electronic bids shall contain all the same documents that are required in a physically delivered bid.

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

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

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

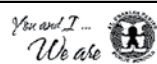
St. Charles Parish Council
V. J. St. Pierre, Jr., Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
St. Charles Parish Website
Central Auction House
Times Picayune
The Advocate
The Daily Journal of Commerce
McGraw Hill Dodge of New Orleans
ISQFT.com

Thursday, August 07, 2014
Thursday, August 14, 2014
Thursday, August 21, 2014
Thursday, August 28, 2014

PUBLIC NOTICE



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

DESTREHAN HIGH SCHOOL FIELD HOUSE EXPANSION AND RENOVATION DESTREHAN, LOUISIANA

Bids will be received at the **St. Charles Parish School Board, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070** at **2:00 P.M., LOCAL TIME, TUESDAY, SEPTEMBER 23, 2014**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

Complete Bidding Documents which include the proposed Contract Documents may be obtained from the Architect – Murray Architects, Inc., 13760 River Road, Destrehan, LA 70047, (985) 764-7275 (Phone Number) upon payment of a deposit of \$200.00 cash for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders. Bidding documents are also available at www.stcharles.k12.la.us under "Quick Links," select "Online Bids, RFP's, etc."

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A **PRE-BID CONFERENCE** will be held at **Destrehan High School, 1Wildcat Lane, Destrehan, LA on Tuesday, September 9, 2014, at 10:00 a.m.** Attendance at this pre-bid conference is **MANDATORY**.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: Thursday, August 21, 2014
Thursday, August 28, 2014
Thursday, September 4, 2014

St. Charles Parish Public Schools
John W. Robichaux, President
Feliccia Gomez-Walker, Superintendent
13855 River Road, Luling, LA 70070

PUBLIC NOTICE

NOTICE

The management plan for asbestos-containing materials has been completed for all sites owned by the St. Charles Parish School Board. This management plan was required by the Asbestos Hazard Emergency Response Act (AHERA) of 1986. A copy of each site management plan is available for public review in the Principal's office at each school.

Additional information can be obtained by contacting:

Mr. Kevin Barney,
Director of Physical Plant Maintenance
Hours of Operation: 7:00 a.m. – 4:00 p.m.
(985) 331-3600

PUBLISH: August 21 & 28, 2014

PUBLIC NOTICE

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON SEPTEMBER 4, 2014 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR THE FOLLOWING CASES: **PUBLIC HEARINGS: PZHO-2014-05** requested by **Todd & Corrine Gray** for a home occupation – "Corinne's Kona Ice" at **23 Weinnig Drive, Luling**, Zoning District R-1A, Council District 2. **PZR-2014-39** requested by **Metro Investment, LLC** for Resubdivision of a portion of ground in cravasse, Good Hope and Prospect Plantations into Lots 1A, 1B and 1C, Section 41, T12S R8E, St. Charles Parish, La, with a waiver on the hard surface for the rear lot. Zoning District M-1, Council District 3. **PZR-2014-40** requested by **Edith C. Ferdon for June & John Luck** for Resubdivision of Lot 20 into Lots 20A & 20B, Pecan Grove Subdivision, Section 6, T13S R8E, St. Charles Parish, LA, with a waiver on the hard surface for the rear lot. Zoning District OL & M-1, Council District 5. **PZSPU-2014-10** requested by **James Seeser** for a special permit to have an R-1A (single family residence) use in a C-2 (commercial) zoning district at **13445 River Road, Luling**, Council District 2. **PZR-2014-13** requested by **Marsh Investment Corp.** for a change in zoning classification from R-1M & C-3 to C-3 on approx. 9.8 acres at **10093 US Hwy. 90, Luling**, Council District 2. **PZSPU-2014-11** requested by **Marsh Investment Corp.** for a special permit use for open storage with boat launch/dock and laydown yard at **10093 US Hwy. 90, Luling**, Zoning District R-1M & C-3 Proposed Zoning C-3, Council District 2. **PZSPU-2014-12** requested by **AMH Investments** for special permission for outdoor storage associated with ASAP Tree Service on Lot 29-B of Alameda Plantation **10489 Airline Drive, St. Rose**, Zoning District C-3, Council District 5. **PZO-2014-18** requested by **Paul J. Hogan, PE, Councilman, District IV** for an ordinance to amend the Code of Ordinances Appendix A, St. Charles Parish Zoning Ordinance of 1981, Section VI, Zoning district criteria and regulations., B. Residential districts, [I], [J] R-1A(M), Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes-Medium density 3. Special Provisions, by amending c. and adding e. and f. for mobile home inspection and installation requirements for release of power and issuance of occupancy. **PZO-2014-19** requested **Paul J. Hogan, PE, Councilman, District IV** for an ordinance to amend the Code of Ordinances Appendix A, Section XIV, Amendments and Petitions and Appendix A, Section XV, Amendment Procedure to modify the reporting and recommendation requirements.

PUBLISH 8/21, 8/28, 9/4

PUBLIC NOTICE

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON TUESDAY, SEPTEMBER 2, 2014, 6:00 P.M., COURTHOUSE CHAMBERS, HAHNVILLE:

2012-0129 (8/18/14, Hogan)
An ordinance to amend the Code of Ordinances Chapter 15 Motor Vehicles and Traffic by adding Sec. 15-25 Shrubs, trees, and plantings within Parish right of ways, easements, and servitudes.

2014-0257 (8/18/14, St. Pierre, E. Matherne)
An ordinance to amend the Zoning Ordinance of 1981, to change the land use zoning classification from R-1A to R-1AM at Part of Farm Lots 34 & 35, Ellington Plantation) at 138 Schmill Street, Boutte as requested by Linda & Curtis Dufrene.

2014-0258 (8/18/14, St. Pierre, E. Matherne)
An ordinance approving and authorizing a Home Occupation under the operation of Heath Folsie – "Bayou Bounty Crawfish" – a residential seafood retail and wholesale transporter – at 907 Magnolia Ridge Road.

2014-0259 (8/18/14, St. Pierre, G. Dussom)
An ordinance to amend the 2014 Consolidated Operating and Capital Budget, Amendment No. 7, to add additional revenues collected from the Airport Expansion Agreement in the amount of \$200,192, and apply this full balance together with \$35,108 from the Unrestricted Fund balance of the General Fund, a total of \$235,300 for use as the Parish match to the St. Charles Parish Riverpark Railspur EDA Grant Award #08-79-04437.

2014-0261 (8/18/14, St. Pierre, D. Foret)
An ordinance approving and authorizing the execution of Change Order No. 2 (final) for the Renovations to Ormond Field RE-BID Project to add 30 additional days to the contract.

2014-0262 (8/18/14, St. Pierre, P. Dufrene)
An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No. LGAP File # 1213-STC-0001for the St. Charles Parish Courthouse Security Entrance Project to decrease the contract amount by \$22,076.50.

2014-0263 (8/18/14, St. Pierre, S. Scholle)
An ordinance to approve and authorize the execution of a contract with BLD Services, LLC, for the construction of Parish Project No. S130201, Murray Hill (CC-1) Lift Station, with a Bid (Base and Alternate 1) in the amount of \$772,800.00.

2014-0264 (8/18/14, St. Pierre, P. Dufrene)
An ordinance to approve and authorize the execution of a Contract with Battco Construction & Maintenance, Inc. of Kenner, LA for the St. Charles Parish Courthouse 3rd Floor Renovation Project # P080402, in the amount of \$4,075,000.00.

2014-0265 (8/18/14, St. Pierre, P. Dufrene)
An ordinance to approve and authorize the execution of a Intergovernmental Agreement with the Sheriff and Law Enforcement District for the provision of security at the St. Charles Parish Courthouse.

PUBLISH: August 21, 28, 2014

PUBLIC NOTICE

IN RE: 29th JUDICIAL DISTRICT COURT
DRAWING OF JURY PANEL
FILED: August 16, 2014
PARISH OF ST. CHARLES
Dy. Clerk: Glenn Jeffrey

PER CURIAM

IT IS ORDERED BY THE COURT, that the Clerk of the 29th Judicial District Court and in his capacity of Jury Commissioner in and for the Parish of St. Charles at the Clerk's Office at the Courthouse in Hahnville, Louisiana, Parish of St. Charles on Wednesday, August 06, 2014 and then and there, draw with the aid of a properly programmed computer the following:

Thirty jury panels, with the first being the upcoming grand jury panel and the remainder being numbered sequentially and used thereafter as criminal or civil jury panels are required to be summoned.

Said Petit Jury Venire to report as requested by future orders of the court.
Each Jury Venire drawn as ordered above shall be placed in an envelope, sealed and properly marked and identified in accordance with law.
No Petit and Civil Juror shall be summoned nor notified for Jury Duty until so ordered by the Court.
Granted this 16th day of August 2014

Clerk signature and JUDGE title

STATE OF LOUISIANA
TWENTY-NINTH JUDICIAL DISTRICT COURT
PARISH OF ST. CHARLES

PROCES VERBAL - DRAWING OF JURIES

BE IT KNOWN AND REMEMBERED that on the 6th day of the month of August, in the year of our Lord Two Thousand and FOURTEEN.

Pursuant to law and in and for the Parish of St. Charles, State of Louisiana duly signed on the 6th day of AUGUST, 2014, duly and regularly cited to my attention,

I, Clerk of Court Glenn Jeffrey and in my capacity of Jury Commissioner, sworn and qualified as such in and for the Parish of St. Charles, State of Louisiana.

Did, on the day and hour designated in said order, appear in the Parish of St. Charles, in the Office of the Clerk of Court, in said Parish, at Hahnville, Louisiana and then and there proceeded in accordance with the law and orders of the Judges of the 29th Judicial District Court, to draw with the aid of a properly programmed computer, the names of persons possessing the qualifications to serve as Grand Jurors/Jurors, for the sessions of Court from - October 01, 2014 - March 31, 2015.

Having placed the names of the foregoing persons drawn as Jurors in an envelope, we signed the same and endorsed and labeled it "LIST OF JURORS NO. 1-B through NO. 30-B".

Whereupon having placed the labeled envelopes in the custody and keeping of the Clerk of said Court for use at the upcoming ensuing sessions of Court and subject to the orders of the District of Judges.

IN FAITH WHEREOF, I signed this process verbal of the drawing of Juries made at this time, on the 6th day of August 2014.

Clerk signature and CLERK OF COURT EX-OFFICIO JURY COMMISSIONER title

The names of the following persons were drawn to serve as Petit Juror for Jury Number 2-B, for the session of said Court beginning Monday, October 6, 2014, at 9:00 a.m. - Division "E".

- 1 AGUILAR, MERELL JOY
2 AHMED, SAGHEER
3 ALLEMAND, ANDREW JOSEPH
4 ALLEN, JOAN POPPEL
5 ANDERSON, BARRY ROSS
6 AUDIFFRED, DERIC J
7 AUGILLARD, SHELIA TAYLOR
8 AUSTIN, SUMMER CATALANO
9 AVERITE, HETTIE BRAUD
10 BABIN, BRETT C
11 BABIN, LUCAS MICHAEL
12 BAKER, MARK ANTHONY
13 BARNEY, KATHRYN K
14 BEAUCHAMP, HENRY ALONZO JR
15 BECKMEYER, CHRISTOPHER G
16 BERGERON, STANLEY JOSEPH
17 BETHENCOURT, SIMONE MARIE
18 BINDER, TRINA CAVALLINO
19 BOGLE, MICHELLE GATIPON
20 BORDELON, ANGELA TORTORICH
21 BOUDOIN, JEFFREY JOSEPH
22 BOURGEOIS, DANA P
23 BOURGEOIS, DONNA JACOB
24 BOYD, APRIL MARIE
25 BREAUX, JANNICA SCHMILL
26 BREAUX, ROBERT JOSEPH JR
27 BRELAND, TERRY LEE SR
28 BRIDGES, WENDY BORNE
29 BUNDICK, DALE P
30 CADRES, ANN G
31 CAMBRE, TRACY MCWILLIAMS
32 GARAZO, SARA MARIE
33 CARDIN, LAURA N
34 CARO, EDDIE J
89 ESTRADA, ENRIQUE S JR
90 EUGENE, AUDREY WINNETT
91 EXSTERSTEIN, NOLAN JOSEPH JR
92 FEDER, NATHAN ROBERT
93 FISHER, MICHAEL CHARLES
94 FLEDDERMANN, MARTIN PAUL
95 FORTENBERRY, REGENIA CATLETT
96 FRANKLIN, DANELLE LACIEVE
97 GABLER, MATTHEW GEORGE
98 GILLIAM, BEVERLY GRAY
99 GREEN, CHRISTOPHER STEVEN
100 GREEN, DERRICK ELLIS
101 GREEN, RAMONA SMITH
102 GREEN, WOMELL RONALD
103 GREEN, WILLIAM LEE
104 GREGORY, ALAINE CANCIENNE
105 GUILLORY, MARK CHRISTOPHER
106 HAGE, PATRICIA M
107 HART, JON LEE
108 HARTMANN, HELEN WHINON
35 CARRIER, STEVEN GERARD
36 CARRUTH, BEVERLY JEAN
37 CASADABAN, KEITH ALLEN
38 CERMAK, CLAIRE GUIDRY
39 CHAMPAGNE, SHERRY CROW
40 CHERAMIE, JESSIE JAMES
41 CLARK, STEVE ALAN
42 CLEARY, IVETTE C
43 CLULLEE, ANGELA ANN
44 COCHRAN, LAWRENCE HENRY JR
45 COLLINS, ELANA MARIE ZIRKLE
46 COLLINS, KEITH P
47 COLOGNE, BARRY ANTHONY
48 CREPPEL, DAVIS A
49 CROVATTO, SHELLY PATRICIA
50 DASCH, VINCENT JOHN
51 DAVIS, MICHELLE MARIE
52 DAVIS, SHEERIE NICOLE
53 DAZET, DAWN MESMAN
54 DEIS, CHERYL MORRISON
55 DIAS, JUDY SKINNER
56 DIODENE, DONALD MICHAEL JR
57 DOMINIQUE, ADLEY JOHN
58 DOWNING, KEN DORELL
59 DUFRENE, HARRIS J JR
60 DUFRENE, NICOLE R
61 DUFRENE, STANLEY ROY II
62 DUFRESNE, MRS ROMEO J
63 DUGAS, VALERIE ANNE
64 DUPRE, LAURIE LUTZ
65 DUPUY, JENNIFER ANN
66 DUREL, ARTHUR THOMAS SR
67 ELLSWORTH, DARRYL EDWARD
68 ERCHULL, JAMES FRANCIS
109 KNIGHT, GEORGIA ANDRY
110 LANDRY, KAYLA ANNE
111 LAPLACE, JEANNETTE P
112 LAQUE, LOUIS JEFF II
113 LARIVE, ELORA RICHELLE
114 LAVIE, ERIN DAVIS
115 LAY, ROBERT JR
116 LEE, KAVON NYRAY
117 LEMOINE, KELSEY MARIE
118 LESCAULT, ELIZABETH AMIRANDA
119 LUMAR, DAROLYN SYLVAIN
120 MADERE, DIANNE HURST
121 MANUEL, WEDNEY
122 MARSE, DANIEL
123 MATHERNE, KANDI RACHELLE
124 MATTHEWS, WARREN ANTHONY
125 MAYEUX, JEREMY PATRICK
126 MAYEUX, MELISSA MARCEL
127 MCCLOSKEY, CHRISTINA LAJENTA
128 MCLAURIN, KIMBERLY

- 88 HAYFORD, LLOYD THOMAS
89 HEBERT, BRUCE A
90 HENRY, KIMBERLEE SUE
91 HERNANDEZ, HEATHER LYNN
92 HIGGINS, CHALVON ALEXIS
93 HOLTEN, MARY ELLEN
94 HONOR, CORA SANDOLPH
95 HUGHS, SHERYL
96 HYMEL, JERRY PAUL
97 JACKSON, JANIQUEA
98 JACOB, COREY JAMES
99 JOHNSON, JUANITA LOUISE
100 JOHNSON, KIMBERLY L
101 JOHNSON, PATRICIA B
102 JOSEPH, STEPHANIE MARTIN
103 KINLER, STACEY LEGGETT
104 KINZY, SAMANTHA WILLIAMS
105 PASCHAL, KOURTNEY MALINOVSKY
106 PELLEGRIN, MURRAY JUDE
107 PELLERIN, VICTORIA LYNN
108 PETERS, ANTHONY JAMES
109 PIERCE, WARREN ANTHONY
110 PITFIELD, NINA ANN
111 PIZZOLATO, MAUREEN CULLEN
112 POLLY, CATRICE VELANISE
113 RAFIEL, CRYSTAL CELESTE
114 RANCK, GARRICK LINDEN JR
115 RAYMOND, RAY PATRICK
116 REVERE, WAYNE ANTHONY
117 RICE, ANGELA CHEDOTAL
118 ROBERT, ANGELLE BLANCHARD
119 ROBERT, MARILYN MAMOLA
120 ROTH, DEREK
121 ROTH, PAULA MIRE
122 SAUBAT, GAYLE B
123 SCOTT, DAMANTE CHARLES
124 SERPAS, MARILYN LOAR
125 SHINE, LEROY JOSEPH
126 SIMMONS, ALFRED
127 SIMONEAUX, EARL LOUIS JR
128 SINGLETON, ASHLEY BASTIAN
129 SMITH, ERIN MURRAY
130 SMITH, TERRION DONTAY
131 SOUTHWOOD, LYNN MARIE
132 ST AMANT, MICHAEL A
133 STEVENS, MICHAEL O
134 JAGNULTY, BARBARA LYNN
135 MELITO, TAMMY FEY
136 MENDOZA-SMITH, EMLIA BANEZA
137 MITCHELL, GERALDINE HOLMES
138 MIXON, KENNETH R
139 MORALES, BILLY J
140 MOREL, DEVIN RONALD
141 MURPHY, SANDI MADERE
142 MURRAY, DONNA Y
143 NAQUIN, TAMMY DUPLESSIS
144 NIEVES, SHANA MARIE
145 NORRIS, RONALD DAVID
146 NUNEZ, JOSEPH P
147 OETTL, JEFFREY ROBERT
148 OWENS, JANET WAGUESPACK
149 PARKER, BARRY DESMOND
150 PARKER, MICHAEL D
151 STEWART, KARIN FINN
152 STOLTZ, SUSAN GUIDRY
153 STRICKLAND, LATONIA R
154 SUTTON, CAROL ANN
155 TAMPORIELLO, ERIN NEAL
156 TELLOCK, MONICA LYNN
157 THOMAS, AMY JONES
158 THORNE, BENJAMIN W
159 TODD, HOWARD DWAYNE
160 TROXCLAIR, RICHARD G
161 TROXLER, BRIAN THOMAS
162 TURNER, HASKER
163 WAGUESPACK, KAREN SANCHEZ
164 WALKER, BOBBY LEE
165 WALKER, OPHELIA WILSON
166 WARREN, STEPHANIE
167 WEAVER, JOHNNIE ALLEN SR
168 WEGMANN, ALLISON STEELE
169 WELLS, CLAUDE BENJAMIN
170 WESTLEY, WILFRED DERONE
171 WILLIAMS, DELORES R
172 WILLIAMS, GALEN
173 WILLIAMS, ROSE J
174 WILLIAMS, WENDELL JESSIE
175 WILLIAMS, WILLIE PAUL
176 WITMER, KAITLIN ELISE
177 WOODS, FABIAN JAILO
178 WOODS, KANDISE LEIGH
179 YOUNG, DEXTER A

Publish August 28, 2014

PUBLIC NOTICE

ADVERTISEMENT FOR BIDS

Sealed bids will be received by South Central Planning at 5058 W. Main Street, Gray, Louisiana 70359 in the MAIN CONFERENCE ROOM, until 2:00 PM on September 24, 2014.

Any person requiring special accommodation shall notify South Central Planning of the type(s) of accommodations required not less than seven (7) days before the bid opening:

FOR: FIRST ADDITIONS TO THE SOUTH CENTRAL PLANNING & DEVELOPMENT COMMISSION
5058 W. MAIN STREET
GRAY, LOUISIANA 70359
ARCHITECT'S PROJECT NUMBER: 06-11
EDA INVESTMENT NUMBER: 08-79-04729

Complete Bidding Documents for this project are available in electronic form. They may be obtained without charge and without deposit from http://dls.louisiana.gov. Printed copies are not available from the Designer but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs.

Additionally, copies of contract documents are on file at the following locations for review during normal working hours:

- A. Kevin Belanger
South Central Planning
5058 W. Main Street
Houma, LA 70359
Phone: (985) 851-2900 Fax: (985) 851-4472
B. Office of the Architect
E. A. Angeloz, AIA Architect
(A Professional Corporation)
112 Bamboo Lane
Thibodaux, LA 70301
Phone: (985) 447-5919

All bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and all alternates, and must be in the form of a certified check, cashier's check or Bid Bond Format provided with Bidding Documents written by a surety company licensed to do business in Louisiana, signed by the surety's agent or attorney-in-fact, and countersigned by a person who is under Contract with surety as a licensed agency in this State and who is residing in this State. Surety must be listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in the Bond, or must be a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the amount of the Bond may not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key

Rating Guide. The Bid Bond shall be in favor of South Central Planning, and shall be accompanied by appropriate power of attorney. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable.

The successful Bidder shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact and countersigned by a person who is under contract with surety as a licensed agent in this State, and who is residing in this State.

A PRE-BID CONFERENCE WILL BE HELD Wednesday, September 10, 2014 at 3:00 PM AT THE SOUTH CENTRAL PLANNING OFFICE, MAIN CONFERENCE ROOM 5058 West Main, Houma, LA.

The Bidder is advised that forms, attachments, certifications and other requested supplementary information generated by the Bidder and other sources are required to be submitted as Post-Bid and Pre-Contract information. The Bidder shall take due consideration in compiling, completing and presenting all required supplemental information within the stipulated time limits.

Bids shall be accepted from Contractors who are licensed under LA R.S. 37:2150-2163 for the classification of Building Construction. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212 (A)(1)(c). No bid may be withdrawn for a period of forty five (45) days after receipt of bids, except under the provisions of LA R.S. 38:2214.

It is imperative that the successful bidder must register with the Terrebonne Parish Sales and Use Tax Department for Use Tax purposes and it is understood that all applicable state and local Sales and Use Taxes are included in each bid amount.

Kevin Belanger, CEO
South Central Planning
5058 W. Main Street
Houma, LA 70359

FIRST PUBLICATION: August 25, 2014
SECOND PUBLICATION: September 3, 2014
THIRD PUBLICATION: September 8, 2014

PRE-BID CONFERENCE DATE: September 10, 2014

BID OPENING DATE: September 24, 2014
Publish August 28, September 4 & 11, 2014

PUBLIC NOTICE



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

HAHNVILLE HIGH SCHOOL
FIELD HOUSE EXPANSION AND RENOVATION
200 Tiger Drive
Boutte, Louisiana 70039

Bids will be received at the St. Charles Parish School Board, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at 2:00 P.M. LOCAL TIME, on Tuesday, September 30, 2014, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

Complete Bidding Documents which include the proposed Contract Documents may be obtained from the Architect, HMS Architects, apc: 1515 Poydras Street, Suite 2150, New Orleans, LA 70112, 504-636-3434 upon payment of a deposit of \$500.00 cash for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders. Bidding documents are also available at www.stcharles.k12.la.us under "Quick Links," select "Online Bids, RFP's etc."

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held at Hahnville High School, 200 Tiger Drive, Boutte, Louisiana on Tuesday, September 16, 2014, at 10:00 AM.

Attendance at this pre-bid conference is MANDATORY.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: 1st Advertisement, Thursday, August 28, 2014
2nd Advertisement, Thursday, September 4, 2014
3rd Advertisement, Thursday, September 11, 2014

St. Charles Parish Public Schools
John W. Robichaux, President
Felecia Gomez-Walker, Superintendent
13855 River Road, Luling, LA 70070

PUBLIC NOTICE

Notice to the Public

Notice is hereby given that on September 4, 2014 the 2014 assessment list shall be certified to the St. Charles Parish Council as the Board of Review.

The St. Charles Parish Council will sit as a Board of Review for the 2014 Tax Roll, for a 15 day period, beginning September 12, 2014 and ending September 26, 2014. The Public Hearing for the Board of Review will be held Monday, September 22, 2014 at 6:00 p.m. in the Council Chamber of the St. Charles Parish Courthouse, 15045 River Road in Hahnville.

The Board of Review shall consider the written protest of any taxpayer desiring to be heard, provided a written appeal using Form 3101 to the Board of Review, has been filed in the St. Charles Parish Council Office, 15045 River Road, P. O. Box 302, Hahnville, LA 70057, no later than 4:00 p.m., Monday, September 15, 2014. Said written appeal must be received either by hand delivery or by Certified Mail.

Tab Troxler, Assessor

St. Charles Parish

Advertise: August 28, 2014 & September 4, 2014

PUBLIC NOTICE

Request for Proposal for Janitorial Services

The Port of South Louisiana is seeking proposals from interested companies, who desire to enter into a contractual arrangement with the Port of South Louisiana for the purpose of providing janitorial services (in accordance with the scope of service and specifications) at its facilities in LaPlace and Reserve, Louisiana.

Proposals will be accepted until 10:00 a.m., Friday, September 26, 2014, at the Port of South Louisiana Administration Building, 171 Belle Terre Blvd., LaPlace, LA 70068.

Specifications will be available at the Administration Building and www.centralauctionhouse.com. Interested persons or companies must submit five (5) copies of their proposals to the Port of South Louisiana, 171 Belle Terre Boulevard, LaPlace, Louisiana 70068 or electronically submit a proposal at www.centralauctionhouse.com on or before 10:00 a.m. on Friday, September 26, 2014.

The Port reserves the right to accept or reject any proposals.

The Port reserves the right to award the janitorial services by location.

Publish August 28 & September 4, 2014

PUBLIC NOTICE

PUBLIC NOTICE

The St. Charles Parish Coastal Zone Advisory Committee will meet on Thursday August 28, 2014 at 6:30 p.m. The meeting will be held in the Council Chambers on the second floor of the St. Charles Parish Courthouse in Hahnville. The following topic will be discussed:

Update of the St. Charles Parish Local Coastal Program
By Cullen Curcio, South Central Planning

Publish August 28, 2014

PUBLIC NOTICE

"The Secretary of the Louisiana Department of Wildlife and Fisheries as Administrator of the Louisiana Natural and Scenic Rivers System is currently considering the application of Texas Petroleum investment Company for a permit to install a drilling barge for drilling the Little "M" Prospect adjacent to Bayou Des Allemands. The decision to grant or deny this permit in the public interest will be based on an evaluation of the probable impacts of the proposed activity near Bayou Des Allemands."

Publish August 14, 2014

Corrected Copy: August 28 & September 4, 2014

PUBLIC NOTICE

PUBLIC NOTICE

"Anyone knowing the whereabouts of Alaina Patrice Duncan A/K/A Alaina P. Duncan A/K/A Alaina Duncan or her heirs or assigns, please contact Attorney Regina E. Cyrus, 116 Lakewood Drive, Luling, Louisiana 70070; 985-308-0920. Important rights involved."

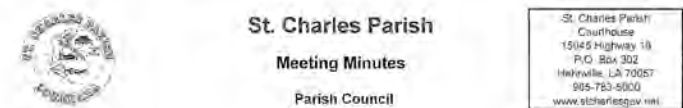
Publish August 21 & 28, 2014

Publish August 21 & 28, 2014

SENIOR CITIZENS DISCOUNT
20% EVERY THURSDAY
St. Charles Social Concerns Thrift Shop
1601 Paul Maillard Road
Luling, Louisiana
Open 9 - 3:45 Mon - Sat

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF JULY 21, 2014, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish Meeting Minutes Parish Council

Final

Council Chairman Julia Fisher-Perrier
Councilmembers Carolyn K. Schexnaydre, Jarvis Lewis, Terrell D. Wilson, William Woodruff, Wendy Benedetto, Paul J. Hogan, Larry Cochran, Traci A. Fletcher, Paul J. Hogan, Larry Cochran, Traci A. Fletcher

Monday, July 21, 2014 6:00 PM Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President V.J. St. Pierre, Jr., Chief Operations Officer Bobby Donaldson, Chief Administrative Officer Buddy Boe, Legal Director Leon C. Viel, III, Assistant Parish Attorney David Moyer, Public Works/Wastewater Director Sam Scholte, Planning & Zoning Director Kimberly Marouski, Finance Director Grant Duason, Public Information Officer Resnet Simpson

CALL TO ORDER

PRAYER / PLEDGE

Stated Prayer
Pledge was led by Chairman Julia Fisher-Perrier (Councilwoman, District VII).

APPROVAL OF MINUTES

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to approve the minutes from the regular meeting of June 16, 2014. The motion carried by the following vote:

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2014-0203

In Recognition: Mr. Carl J. Cantrelle, Jr., Southeast Regional Airport Authority

Sponsors: Mr. Woodruff
Read

2014-0204

In Recognition: Daniel G. Songy, Southeast Regional Airport Authority

Sponsors: Mr. Cochran
Read

2014-0206

In Recognition: Norco Civic Association

Sponsors: Ms. Fletcher
Mr. Sal Digriolano spoke on the matter.
Council Discussion
Read

Chairman Fisher-Perrier recognized that former Councilman Dennis Nuss was in attendance.

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2014-0207

New Orleans Aviation Board
Mr. Gary Smith, Sr., New Orleans Aviation Board, St. Charles Parish Representative
Mr. Ibrahim Ahmad, New Orleans International Airport Director of Aviation
Mr. Gary Smith, Sr., introduced Mr. Walter Krygowski, New Orleans International Airport Chief Operations Officer
Reported

2014-0208

Parish President Remarks/Report

Sponsors: Mr. St. Pierre Jr.
Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER-PERRIER AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, AUGUST 4, 2014, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2012-0129

An ordinance to amend the Code of Ordinances Chapter 15 Motor Vehicles and Traffic by adding Sec. 15-25 Shrubs or trees and the like within Parish right of ways, easements, and servitudes.

Sponsors: Mr. Hogan
Publish/Scheduled for Public Hearing to the Parish Council on August 4, 2014

2014-0213

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix C. Subdivision Regulations, Section II. Subdivision Procedure, C. Minor Resubdivisions, 1)

Sponsors: Ms. Schexnaydre
Publish/Scheduled for Public Hearing to the Parish Council on August 4, 2014

2014-0214

An ordinance to levy an assessment on the 2014 ad valorem tax bills of property owners that are delinquent in paying outstanding invoices for removal of weeds, grass, etc. in accordance with the St. Charles Parish Code, Chapter 16, Article III, Weeds, Grass, etc. and to levy an assessment on the ad valorem tax bills of property owners that are delinquent in paying outstanding charges incurred for the removal of unsafe structures, trash and debris in accordance with Chapter 16, Article IV, Sec. 16-48(b).

Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on August 4, 2014

2014-0215

An ordinance to amend the Zoning Ordinance of 1981, to change the land use zoning classification from R-1A to R-1A(M) on Lot 2 of Square 5 of the Villages of Hahnville, as requested by Russell Bossier, Jr.

Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on August 4, 2014

2014-0216

An ordinance to amend the Zoning Ordinance of 1981, to change the land use zoning classification from R-1A to C-2 on Lot 3 of Block 2 of Gassen Subdivision, 106 Gassen Street, as requested by Keith Collura.

Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on August 4, 2014

2014-0217

An ordinance to amend the Zoning Ordinance of 1981, to change the land use zoning classification from R-1A to CL on approximately 11.8 acres of Lot K-1, Property of Patsye V Keller et al at 185 Vernon's Lane, as requested by Ron Keller.

Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on August 4, 2014

2014-0218

An ordinance to amend the Code of Ordinances to modify permit fees, Chapter 6, Article 2, Section 6-15. Fees.

Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on August 4, 2014

2014-0049

An ordinance to amend the Code of Ordinances Appendix A, Section XIV. Amendments and Petitions and Appendix A, Section XV. Amendment Procedure to modify the reporting and recommendation requirements.

Sponsors: Mr. Hogan
Publish/Scheduled for Public Hearing to the Parish Council on August 4, 2014

2013-0005

An ordinance to amend the Code of Ordinances, Appendix A, Section VI., C., [IV.] C-3., 1., c. Special permit uses to provide that approval of special use permits for barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Council.

Sponsors: Mr. Hogan
Publish/Scheduled for Public Hearing to the Parish Council on August 4, 2014

2013-0006

An ordinance to amend the Code of Ordinances, Appendix A, Section VI., B., [IV.] R-1M., 2., a., to provide that RV Parks shall require a supporting resolution of the Council.

Sponsors: Mr. Hogan
Publish/Scheduled for Public Hearing to the Parish Council on August 4, 2014

2010-0430

An ordinance to amend the Code of Ordinances, Appendix A, Section VI., D., [I.] M-1., 1., c., (5) and Section VI., D., [I.] M-1., 1., c., (7) to provide that approval of special use permits for low yards, barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Council.

Sponsors: Mr. Hogan
Publish/Scheduled for Public Hearing to the Parish Council on August 4, 2014

2010-0084

An ordinance to amend the Code of Ordinances Appendix A, St. Charles Parish Zoning Ordinance of 1981, Section VI. Zoning district criteria and regulations., B. Residential districts, [I.] R-1A(M), Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes-Medium density, 3. Special Provisions, by amending c. and adding e. and f.

Sponsors: Mr. Hogan
A motion was made by Councilmember Wilson, seconded by Councilmember Cochran, that File No. 2010-0084 be Postponed Indefinitely from Introduction. The motion carried by the following vote:
Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Cochran, Fletcher and Fisher-Perrier
Nay: 1 - Hogan

2014-0220

Council Discussion
Parish President V.J. St. Pierre, Jr. spoke on the matter. Planning & Zoning Director Kim Marouski spoke on the matter. Discussed.

2014-0229

An ordinance to approve and authorize the execution of Department of the Army License No. DACW29-2-14-48 to allow the continued use of the Bonnet Carré Spillway Road from Norco to Montz.
Sponsors: Mr. St. Pierre Jr. and Chief Administrative Officer
Publish/Scheduled for Public Hearing to the Parish Council on August 4, 2014

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER-PERRIER AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING AT THE PUBLIC MEETING TO BE HELD ON MONDAY, AUGUST 18, 2014, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2014-0219

An ordinance setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47:1705(B) for General Parochial Purposes; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program, Road Lighting District No. 1, Library Services District No. 1; and for the purpose of paying the principal and interest on outstanding General Obligation Sewer Bonds for the year 2014.

Sponsors: Mr. St. Pierre Jr. and Department of Finance
Publish/Scheduled for Public Hearing to the Parish Council on August 18, 2014

PLANNING AND ZONING PETITIONS

2014-0191

An ordinance to amend the Zoning Ordinance of 1981, to change the land use zoning classification from C-2 to OL on a portion (as shown and described on a survey by Turner Surveys, LLC dated 2/10/2014) of Lot A-1 of Hill Heights Country Club (312 Murray Hill Drive), Destrehan as requested by AT&T Mobility for Hill Heights Country Club, Inc.

Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Reported: P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Speakers: Mr. David Wedge, Bayou Gaudiche
Mr. Chip Layens, AT&T Representative, New Orleans
Public Hearing Requirements Satisfied

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

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

Speakers: Mr. Jim Dupuy, Destrehan
Public Hearing Requirements Satisfied

Council Discussion

Mr. Layens spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 14-7-5

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2014-0192

An ordinance to amend the Code of Ordinances, Section 15-9 Speed Limits, to lower the speed limit for trucks exceeding five (5) tons in weight to Fifteen (15) miles per hour on Lakewood Drive from U.S. Highway 90 to Gregory Drive in Luling.

Sponsors: Ms. Fisher-Perrier
Reported: Councilwoman Fisher-Perrier Recommended: Approval
Public Hearing Requirements Satisfied
Enactment No: 14-7-6

VOTE ON THE PROPOSED ORDINANCE

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 14-7-6

2014-0199

An ordinance approving and authorizing the execution of Change Order No. 2 for Parish Project No S110302 Luling Sanitary Sewer Rehabilitation to decrease the contract amount by \$91,249.45 and increase the number of days by 163.

Sponsors: Mr. St. Pierre Jr. and Department of Public Works
A motion was made by Councilmember Benedetto, seconded by Councilmember Fletcher to accept the revised version of Change Order No. 2. The motion carried by the following vote:
Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

Reported: Public Works Department Recommended: Approval
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 14-7-7

2014-0200

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 12. Libraries, Section 12-4. Library Board of Control, to revise the language regarding the making of appointments and the limiting of terms.

Sponsors: Ms. Fletcher, Ms. Schexnaydre, Mr. Wilson and Mr. Hogan
Reported: Councilwoman Fletcher Recommended: Approval
Councilwoman Schexnaydre Recommended: Approval
Councilman Wilson Recommended: Approval
Councilman Hogan Recommended: Approval
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Enactment No: 14-7-8

2014-0205

An ordinance to approve and authorize the Parish President to execute an Intergovernmental Agreement between St. Charles Parish and the State of Louisiana Coastal Protection and Restoration Authority (CPRA), for the East LaBranche Shoreline Protection Project, State Project No. PO-43, in the amount of \$2,000,000.

Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Reported: P & Z Department Recommended: Approval
Speakers: Mr. David Wedge, Bayou Gaudiche
Parish President V.J. St. Pierre, Jr., spoke on the matter.
Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 14-7-9

PERSONS TO ADDRESS THE COUNCIL

2014-0209

Mr. David Wedge: Audit of Airport Funds and what are we scared of Recreation with a request that Mr. Forel be in attendance if at all possible. Flow of information to my representative, Paul Hogan. The notices would be supporting documentation that you have written regarding maintenance of playground equipment.

Council Discussion

Finance Director Grant Duason spoke on the matter. Chief Administrative Officer Buddy Boe spoke on the matter. Legal Services Director Leon C. Viel, III, spoke on the matter. Parish President V.J. St. Pierre, Jr., spoke on the matter. Mr. Wedge spoke on the matter.

RESOLUTIONS

2014-0210

A resolution providing mandatory supporting authorization to endorse the resubdivision in an R-1A zoning district, of Lot 20A, Square 6 of New Sarpy Subdivision into Lots 20A-1 and 20A-2 with a waiver from the required 6,000 square foot area to 5,200 square feet at 246 West Easy Street, New Sarpy, as requested by Richard and Vickie Roubion.

Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning

Reported: P & Z Department Recommended: No Recommendation
Department cannot recommend approval of the resubdivision unless a waiver from the minimum area for proposed Lot 20A-1 is approved.
Planning Commission Recommended: Approval with stipulation
Approval with the waiver to the minimum lot size for proposed Lot 20A-1.

VOTE ON THE PROPOSED RESOLUTION

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 0089

2014-0211

A resolution requesting Senator Gary L. Smith, Jr. and/or Representative Gregory A. Miller to enact a bill or bills in the 2015 Legislative Session to amend Louisiana Revised Statute 33:1236(21) and/or 33:5032 as may be needed to provide for once per year notification to violators of grass cutting ordinances.

Sponsors: Mr. Hogan
Reported: Councilman Hogan Recommended: Approval

Council Discussion
Legal Services Director Leon C. Viel, III, spoke on the matter. Parish President V.J. St. Pierre, Jr., spoke on the matter.

Amendment: to amend the proposed resolution in the "SUMMARY" and in the "NOW, THEREFORE, BE IT RESOLVED" section to change "...to amend Louisiana Revised Statute 33:1236(21) and/or 33:5032 as may be needed ..." to read "...to amend any Louisiana Revised Statute as may be needed..."

A motion was made by Councilmember Hogan, seconded by Councilmember Cochran, to Amend File No. 2014-0211. The motion carried by the following vote:

Yes: 6 - Lewis, Wilson, Benedetto, Hogan, Cochran and Fisher-Perrier
Nay: 3 - Schexnaydre, Woodruff and Fletcher

Enactment No: 0090

2014-0211

A resolution requesting Senator Gary L. Smith, Jr. and/or Representative Gregory A. Miller to enact a bill or bills in the 2015 Legislative Session to amend any Louisiana Revised Statute as may be needed to provide for once per year notification to violators of grass cutting ordinances.

Sponsors: Mr. Hogan
Council Discussion

VOTE ON THE PROPOSED RESOLUTION AS AMENDED

Yes: 9 - Schexnaydre, Lewis, Wilson, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 1 - Woodruff

Enactment No: 0090

2014-0212

A resolution requesting that the Parish President secure the services of an outside third party to provide an independent report to St. Charles Parish Council regarding the St. Charles Parish Hospital with respect to its performance, image, solvency, debt, income, management, board oversight, short and long-term viability, proposed affiliation with a larger hospital and the pros and cons to such an affiliation, and any other relevant parameters needed to completely document the current standing of the hospital, its standing if the proposed affiliation were to occur or not to occur, the hospital's outlook for the future, and proposed suggestion relative to the findings.

Sponsors: Mr. Hogan
Reported: Councilman Hogan Recommended: Approval

Vice-Chairman Wilson called for Council discussion.

Council Discussion

Legal Services Director Leon C. Viel, III, spoke on the matter. Parish President V.J. St. Pierre, Jr., spoke on the matter.

A motion was made by Councilmember Hogan, seconded by Councilmember Schexnaydre, to Postpone Indefinitely File No. 2014-0212. The motion carried by the following vote:

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

Councilman Woodruff requested Point of Privilege stating that if Councilman Hogan would like, he was planning to attend the Hospital Board meeting on July 23, 2014, and offered to ask the Board on his behalf to secure the services of an independent third party, to be chosen by the Hospital Board Ex-Officio, to provide to the Parish Council an independent comprehensive report regarding the overall condition of the St. Charles Parish Hospital.

APPOINTMENTS

2014-0167

Council Appointment of Councilwoman Wendy Benedetto to the River Region Caucus.

VOTE ON THE APPOINTMENT OF COUNCILWOMAN WENDY BENEDETTO

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

2014-0168

Council Appointment of Councilwoman Traci A. Fletcher to the River Region Caucus.

VOTE ON THE APPOINTMENT OF COUNCILWOMAN TRACI A. FLETCHER

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

2014-0169

Council Alternate Appointment of Councilman Terrell D. Wilson to the River Region Caucus.

VOTE ON THE APPOINTMENT OF COUNCILMAN FERRELL D. WILSON

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

2014-0170

Council Alternate Appointment of Councilman Paul J. Hogan, PE to the River Region Caucus.

VOTE ON THE APPOINTMENT OF COUNCILMAN PAUL J. HOGAN, PE

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

2014-0189

A resolution to appoint Mr. Steven C. Wilson to the Library Service District Board of Control as the District III Representative.

VOTE ON THE APPOINTMENT OF MR. STEVEN C. WILSON

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 6021

2014-0190

A resolution to appoint Mr. Glenn F. Gros to the Library Service District Board of Control as the District IV Representative.

VOTE ON THE APPOINTMENT OF MR. GLENN F. GROS

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 6022

2014-0188

A resolution to appoint Mr. Larry LaBorde to the Library Service District Board of Control as the District VI Representative.

VOTE ON THE APPOINTMENT OF MR. LARRY LABORDE

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 6023

2014-0193

A resolution to appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish Council.

Nominee: Councilman Cochran nominated Mr. Thomas Saraca, Jr.
Nominations Accepted

A motion was made by Councilmember Cochran, seconded by Councilmember Benedetto, to Close Nominations for File No. 2014-0193. The motion carried by the following vote:

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ADJOURNMENT

A motion was made by Councilmember Fletcher, seconded by Councilmember Hogan, to adjourn the meeting at approximately 7:35 pm. The motion carried by the following vote:

Yea: 9 - SCHEXNAYRE, LEWIS, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FLETCHER and FISHER-PERRIER
Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Tiffany K. Clark
Council Secretary

Publish August 28, 2014

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

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ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, AUGUST 18, 2014, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW AT THE PARISH COUNCIL OFFICE, COURTHOUSE, HAHNVILLE.

2014-0219
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)

ORDINANCE NO. 14-B-10
An ordinance setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Road Lighting District No. 1; Library Service District No. 1; and for the purpose of paying the principal and interest on outstanding General Obligation Sewer Bonds for the year 2014.

SECTION I. That acting under the authority of Section 23 of Article VII of the Constitution of the State of Louisiana and Section 47.1705(B) of the Louisiana Revised Statutes of 1950, as amended.

A. As Governing Authority of St. Charles Parish, Library Service District No. 1, and Road Lighting District No.1 of St. Charles Parish, acting under the authority of special elections held in said Parish, there is hereby levied, assessed and imposed special taxes on all of the taxable property within the Parish and the respective Districts for the year 2014 for the respective purposes contained in the propositions voted upon at said elections, and said taxes shall be levied, assessed and imposed at the following millage rates:

2014 Millages Levied

Table with 2 columns: Category (General Parochial, Road Lighting District No. 1, etc.) and Millage Rate (3.17, 1.43, etc.)

B. As Governing Authority of St. Charles Parish, acting under the authority of a special election held in said Parish, there is hereby levied, assessed, and imposed special taxes as provided by Article VII, Section 23(D) of the Constitution of Louisiana, on all of the taxable property within the Parish and the respective District for the year 2014 for the purpose of paying the principal and interest and maintaining Sinking Funds on the outstanding General Obligation Sewer Refunding Bonds dated April 10, 2012 and two Sewer General Obligation DEQ Bond Issues; and said taxes shall be levied, assessed and imposed at the following millage rates:

2014 Millages Levied

Public Sewer Bonds 2.20

SECTION II. That the proper administrative officers of the Parish of St. Charles, State of Louisiana, be and they are hereby empowered, authorized and directed to spread said taxes, as herein above set forth, upon the assessment roll of said Parish for the year 2014 and to make the collection of the respective taxes imposed for and on behalf of said Parish and said Districts, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

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

YEAS: SCHEXNAYRE, LEWIS, WILSON, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: WOODRUFF, BENEDETTO
ABSTAIN: NONE

And the ordinance was declared adopted this 18th day of August, 2014 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLY/DPARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

2014-0235
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)

ORDINANCE NO. 14-B-11
An ordinance to amend the 2014 Consolidated Operating and Capital Budget, Amendment No. 6, to add revenues and associated expenses for construction for Fund 001-400611 Coastal Zone Management in the amount of \$2 million for the East LaBranche Shoreline Protection Project.

WHEREAS, the 2014 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 18, 2013 by Ordinance No. 13-11-10, and amended January 1, 2014 by Executive Order No. 14-01, January 24, 2014 by Executive Order No. 14-02, February 11, 2014 by Executive Order No. 14-03, February 17, 2014 by Executive Order No. 14-04, and February 24, 2014 by Executive Order No. 14-05, April 21, 2014 by Ordinance No. 14-4-8, April 21, 2014 by Ordinance No. 14-4-10, April 21, 2014 by Ordinance No. 14-4-11, April 21, 2014 by Ordinance No. 14-4-12, May 5, 2014 by Ordinance No. 14-5-3, April 23, 2014 by Executive Order 14-06, April 29, 2014 by Executive Order No. 14-07, June 23, 2014 by Executive Order No. 14-08, July 1, 2014 by Executive Order No. 14-09; and

WHEREAS, the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2014 as shown by the Revision Schedule.

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2014 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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

YEAS: SCHEXNAYRE, LEWIS, WILSON, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: WOODRUFF, BENEDETTO

And the ordinance was declared adopted this 18th day of August, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLY/DPARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

ST. CHARLES PARISH GOVERNMENTAL FUNDS CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2014. Table with columns for Original Budget, Actual Budget, and Variance.

2014-0236
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 14-B-12
An ordinance approving and authorizing the execution of Change Order No. 1(Final) for Parish Project No. P990604-3, Coronado Park Area Pump Station #1 Drainage Improvements Project to decrease the contract amount by \$12,177.00 and increase the contract time by thirty nine (39) days.

WHEREAS, Ordinance No. 13-10-18, adopted October 21, 2013, by the St. Charles Parish Council, approved and authorized the execution of a contract with Sealwell Construction, Inc. for Parish Project No. P990604-3, Coronado Park Area Pump Station #1 Drainage Improvements Project in the amount of \$946,144.00; and

WHEREAS, The decrease in contract amount resulted from the deletion/decrease of seven line items in the amount of \$61,012.00 and an addition/increase of eleven line items in the amount of \$48,835.00; and

WHEREAS, The increase in contract time was a result of an additional twenty one (21) days incurred to fabricate and install the third discharge pipe for the pump station serving the Coronado PS #1; as well as eighteen (18) days of lost work due to rain events during the duration of the construction of the new Coronado PS #1.

SECTION I. That Change Order No. 1(Final) for Parish Project No. P990604-3, Coronado Park Area Pump Station #1 Drainage Improvements Project to decrease the contract amount by \$12,177.00 and increase the contract time by thirty nine (39) days is hereby approved and authorized.

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

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

YEAS: SCHEXNAYRE, LEWIS, WILSON, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: WOODRUFF, BENEDETTO

And the ordinance was declared adopted this 18th day of August, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLY/DPARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

CHANGE ORDER

Form with fields for DATE OF ISSUANCE (07/28/2014), EFFECTIVE DATE (07/28/2014), OWNER (St. Charles Parish), CONTRACTOR (Sealwell Construction, Inc.), and ENGINEER (BUCHART HORN, INC.).

You are directed to make the following change(s) in the Contract Documents.

- 1) Delete the Following Work Items:
a. Contract Item No. 202-03-A: Relocation of 6" Sewer Force Main...
b. Contract Item No. 304-05: Line Treatment...
c. Contract Item No. 202-03-D: Relocation of Infrastructure (Allowance)...
d. Contract Item No. S-011: Initial Earthen Dam (Per Dewatering Plan)...
e. Contract Item No. S-012: Subsequent Reconstruction of Earthen Dam Post Storm...

Total of Deleted Items = (-\$50,000)

- 2) Add the Following Work Items:
a. New Contract Item C05-01: Installation of 24" A-2000 Plastic Pipe...
b. New Contract Item C06-01: Repair existing Catch Basin where temporary discharge pipe was installed...
c. New Contract Item C06-02: Coat with cold tar epoxy the interior of the (3) steel pipes discharging through the storm pipe wall into the sump...
d. New Contract Item C07-01: Use steel impregnated biodegradable fabric for all drainage ditch lining...

Total of Added Items = (+\$8,495)

- 3) Revise the Following Work Item Quantities:
a. Contract Item No. 701-01-A: An additional 8 LF of RCPA is needed on each side of the drainage pipe under the driveway at Station 514+19 on Primrose...
b. Contract Item No. 202-02-B: A deduction of 8 LF of Drainage Excavation is needed on each side of the drainage pipe under the driveway at Station 514+19 on Primrose...
c. Contract Item No. S-008: An additional 100 LF of 18" discharge pipe is required for the 3 discharge pipes...
d. Contract Item No. 711-01-A: An additional 92 SY of Rip Rap is required...
e. Contract Item No. 810-03: An additional 17 LF of Pipe Railing is required for Generator Pad...
f. Contract Item No. 714-01: A deduction of 2180 SY of Sodding (Yards and Ditches) is required...
g. Contract Item No. 502-01: An additional 7.1 Ton of Suppave Asphaltic Concrete is required...
h. Contract Item No. 302-02-F: An additional 174 SY of 8" Class II Base Course is required...
i. Contract Item No. 701-05-B: An additional 29 LF of 18" Side Drain Pipe (18" PP) is required...

Total of Change in Work Item Quantity = (+\$29,328)

Reason for Change Order:

- 1) Delete Work Items:
a. Not necessary.
b. Not necessary due to suitability of soils encountered.
c. No infrastructure conflicts encountered.
d. Not necessary.
e. Not necessary.
2) Add Work Items:
a. The existing drainage pipe from the subdivide is damaged and needs to be replaced with a full joint (bell and spigot) of 24" A-2000 pipe.
b. Issues with the Catch Basin existed prior to construction and owner requested that those issues be repaired.
c. The coating of the interior of the (3) drainage pipes was requested by owner in order to protect interior of steel pipes from corrosion.
d. Contractor proposed and owner accepted steel impregnated fabric along canal due to steep slopes.
3) Revise Work Item Quantities:
a. Modifications are due to concerns regarding erosion. RCPA added in order to protect and prevent undermining of driveway.
b. A deduction of 16' of Drainage excavation due to the addition of 16' of RCPA.
c. An additional 100 feet of 18" discharge pipe is required.
d. An additional 92 SY of Riprap is required to match actual quantities installed.
e. An additional 17 LF of Pipe Railing is required for Generator Pad.
f. The quantity of Sodding was reduced due to the addition of steel impregnated fabric.
g. The quantity of Suppave Asphaltic Concrete was increased based on actual field calculations.
h. The quantity of Class II Base Course (8") was increased based on actual field calculations.
i. An additional 29 LF of Side Drain Pipe (18" PP) is required.
j. An additional 29 LF of existing corrugated pipe near the Saints Cruz crossing to be replaced.

- 4) Change to Contract Time:
a. Additional 21 days in contract time incurred due to the addition of the 3rd discharge pipe. (+21 days)
b. Additional 18 rain days occurred. (+18 days)

Attachments:

- A-2000 Pipe Installation Cost Estimate
Existing CB Repair and Interior Coating Cost Estimate
Coronado Pump Station #1 Change Order Summary
Work Directive Change Authorization #1-7

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TERMS. Includes details on Original Contract Price, Net Increase/Decrease, and Contract Times.

RECOMMENDED: [Signature]
APPROVED: [Signature]
ACCEPTED: [Signature]
By: ENGINEER (Authorized Signature) By: OWNER (Authorized Signature) By: CONTRACTOR (Authorized Signature)

2014-0237
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(WORKFORCE INVESTMENT ACT)

ORDINANCE NO. 14-B-13
An ordinance to approve and authorize the Parish President to execute a Lease agreement with D.J.V., LLC for the River Parishes Workforce Investment Board Office in St. Charles Parish.

WHEREAS, the St. Charles Parish office of the River Parishes Workforce Investment Board is currently located at 737 Paul Mallard Road, Suite A-1 in Luling; and

WHEREAS, the current lease expires on September 30, 2014 and it is the desire of the Parish Council to approve the renewal of said lease.

SECTION I. That the lease between D.J.V., LLC and St. Charles Parish for office space to house the River Parishes Workforce Investment Board is hereby approved.

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

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

YEAS: SCHEXNAYRE, LEWIS, WILSON, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: WOODRUFF, BENEDETTO

And the ordinance was declared adopted this 18th day of August, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLY/DPARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

PARTIES: This lease, dated October 1, 2014, by and between DJV, LLC, (hereafter "LESSOR"), AND Louisiana Workforce Commission/St. Charles Parish, (hereafter "LESSEE")

WITNESSES:

LEASED PREMISES: In consideration of the rental stated herein and their mutual covenants, LESSOR leases to LESSEE and LESSEE leases from LESSOR, on the terms and conditions herein, the following described premises: 737 PAUL MALLARD ROAD, SUITE "A-1" of the VILLAGE SQUARE SHOPPING CENTER, hereafter referred to as the "LEASED PREMISES".

- 1. TERMS: The term of this lease is 36 months commencing October 1, 2014 and expiring September 30, 2017.
2. EARLY OCCUPANCY: The parties agree that LESSEE is to occupy the premises on N/A, which is the commencement date of this lease.
3. DELAYED POSSESSION: In the event the LEASED PREMISES are not ready for occupancy by the commencement date, due to causes beyond LESSOR'S control, the commencement date will be the date of actual occupancy and the expiration date shall remain unchanged.
4. RENTAL: LESSEE agrees to pay to LESSOR, without deduction, set off, prior notice or demand, rental during said term payable on the FIRST DAY OF EACH MONTH in advance as follows: One thousand two hundred fifty dollars (\$2,500.00)...

All rentals due under this lease are payable to the order of DJV, LLC and delivered to LESSOR at P.O. Box 26, Luling, LA 70070, or as LESSOR or his successor representative may hereafter from time-to-time designate in writing.

5. SECURITY DEPOSIT: On the date of execution of this lease by LESSEE, there shall be due and payable by LESSEE a security deposit in an amount of N/A to be held for the performance by LESSEE of LESSEE'S covenants and obligations under this lease.
6. PURPOSE & USE: LESSEE shall occupy the LEASED PREMISES throughout the full term of the lease and the principal business to be conducted is described as workforce assistance, but for no other purpose that is illegal nor in any manner creating a nuisance or trespass.

7. COMPLIANCE WITH LAWS & REGULATIONS: LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary of any such use. LESSEE shall comply with all governmental laws, ordinances and regulations applicable to the use of the LEASED PREMISES and shall promptly comply with all governmental orders and directives for the corrections, preventions and abatement of nuisances in, upon or connected with LEASED PREMISES, all at LESSEE'S sole expense.
8. HAZARDOUS MATERIALS: As used in this lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations...

9. ACCEPTANCE OF PREMISES - CONDITION & SUITABILITY: LESSEE hereby accepts the LEASED PREMISES in its existing condition (except as provided in Section 10) and assumes responsibility for the condition of the LEASED PREMISES.
10. WARRANTY OF OPERABILITY: LESSOR warrants that all building systems, including but not limited to air conditioning/heating (HVAC), electrical, plumbing, door and sprinkler systems (if applicable) will be in good working order at the inception of this lease.

11. ALTERATIONS: All alterations, replacements and improvements made upon the LEASED PREMISES during the lease, including lighting, ceiling fans, electrical wiring, office partitions, flooring/carpeting, all heating and air conditioning, plumbing and plumbing fixtures shall be done only with the prior express written consent of LESSOR and shall become the property of the LESSOR upon the expiration of the lease.
12. ASSIGNMENT: This lease shall not be assigned, sub-leased, or otherwise transferred without the prior express written consent of LESSOR.

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

- 12. LESSEE'S SIGNS & SIGN REMOVAL: Unless otherwise agreed in this lease, LESSEE shall not be permitted to place any signs on the LEASED PREMISES without LESSOR's prior written approval.
13. PARKING: LESSEE shall have exclusive use of the provided parking spaces. LESSEE is solely responsible for securing its interest as it pertains to use of its designated parking by others.
14. UTILITIES: All utility charges on the LEASED PREMISES shall be paid by LESSEE including cost of electricity, water and gas (if applicable), garbage pickup, sewer and any special fees.
15. MAINTENANCE AND REPAIR BY LESSEE: LESSEE will at LESSEE'S sole expense keep and maintain in good repair the entire LEASED PREMISES including without limitation interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting and plumbing and also including any loading docks.
16. MAINTENANCE AND REPAIR BY LESSOR: LESSOR shall be responsible only to maintain and perform repairs to the roof, foundations and outside walls (not including doors and floors) of the LEASED PREMISES.
17. COMMON AREA: LESSOR shall have the right from time-to-time to establish, modify and enforce reasonable rules and regulations with respect to all such facilities and areas, to change traffic access provided the LEASED PREMISES are adequately served by the new access, to restrict parking by LESSEES, their officers, agents and employees to designated areas and to do and perform such other acts as LESSOR shall, in the use of its business judgment, determine to be advisable with a view to the improvement of the convenience and use thereof by LESSEE, their officers, agents, employees and customers.
18. INSURANCE AND INDEMNITY: (A) LIABILITY AND PROPERTY DAMAGE: LESSEE shall at all times during the full term of this lease and during the full term of any holdovers or other rental agreements carry and maintain at its own cost and expense General Public Liability Insurance against claims for personal injury or death and property damage occurring on the LEASED PREMISES, such insurance to afford protection to both LESSOR and LESSEE, as their interest may appear, including coverage for the contract liability of LESSEE to LESSOR assumed hereunder, and is to be maintained in reasonable amounts, having regard to the circumstances and the usual practice at the time of prudent owners and lessees of comparable facilities in the New Orleans Metropolitan area, but in no event in amounts less than \$1,000,000.00 with respect to bodily injury or death to any one person, \$1,000,000.00 with respect to any one accident, and for property damage not less than \$1,000,000.00.
19. ACTS OF LESSEE AFFECTING INSURANCE: LESSEE shall not do or cause or suffer anything to be or remain on or about the LEASED PREMISES or carry on or permit upon the LEASED PREMISES any trade or occupation or suffer to be done anything whereby the policy or policies of fire or other casualty insurance covering the LEASED PREMISES shall become void or suspended or that may render an increased or extra premium payable for the insurance of the LEASED PREMISES against fire and the hazards insured under extended coverage, unless such thing or activity is consented to in writing by the LESSOR and even if LESSOR consents to such thing or activity, LESSEE shall pay such increased or extra premium from time to time, on each occasion within ten (10) days after LESSEE shall have been advised of the amount thereof.
20. TAXES: (A) Subject to provisions of subparagraph B below, LESSOR agrees to pay before they become delinquent all taxes (both general and special), assessments or governmental charges (hereinafter collectively referred to as "taxes") lawful levied or assessed against the premises or any part thereof, provided, however, LESSOR may at its sole cost and expense (in its own name or in the name of both, as it may deem appropriate) dispute and contest the same, and in such case, such disputed item need not be paid until finally adjudged to be valid. At the conclusion of such contest, LESSOR shall pay the items contested to the extent that they are held valid, together with all items, court costs, interest and penalties relating thereto, all of which shall be considered taxes.
21. DAMAGE AND DESTRUCTION: In case the said LEASED PREMISES shall be so damaged by fire or other cause as to be rendered untenable and necessary repairs cannot be made within 120 days, this lease shall terminate as of the time the LEASED PREMISES were rendered untenable.
22. WAIVER OF SUBROGATION: Neither the LESSOR nor the LESSEE shall be liable to the other for the loss arising out of damage to or destruction of the LEASED PREMISES or the building or improvements of which the LEASED PREMISES are a part thereof, when such loss is caused by any of the perils which are or could be included within or are insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any.
23. LESSOR RIGHT OF ENTRY: LESSOR may enter the premises at reasonable times to inspect the same to make repairs and alterations or to run pipe or electric wire, as LESSOR may deem necessary and appropriate provided that LESSOR will not unduly inconvenience LESSEE'S business.
24. QUIET POSSESSION: LESSOR agrees to warrant and defend LESSEE in its quiet and peaceful possession of the LEASED PREMISES so long as the lease is not in default.
25. CONDEMNATION: If all of the LEASED PREMISES are taken by condemnation or eminent domain proceedings or if so much of the LEASED PREMISES are so taken that the remainder is wholly inadequate of LESSEE'S business purposes (a "Total Taking"), this lease shall terminate.

- 26. SUBORDINATION - ESTOPPEL CERTIFICATES: This lease is subject and subordinate to any mortgage that now or hereafter encumbers or affects the LEASED PREMISES or any part thereof. This clause shall be self-operative and the mortgagee need require no further instrument of subordination. In confirmation of such subordination, however, LESSEE shall, at LESSOR'S request, promptly execute any appropriate certificate or instrument containing an agreement by the mortgagee that so long as LESSEE is not in default under this lease such mortgage will not disturb LESSEE'S possession of the LEASED PREMISES.
27. ASSIGNMENT OR SUBLETTING: This lease may not be assigned and the LEASED PREMISES may not be sublet, partially or fully, without prior written consent of LESSOR.
28. EXTENSION OF LEASE: Provided LESSEE is not in default of any of the terms of this lease, LESSEE shall have the option to extend this lease for ___ periods with the monthly rental rate to be determined.
29. DELIVERY AT EXPIRATION OF LEASE: At expiration of this lease, LESSEE shall redeliver to LESSOR the LEASED PREMISES in good order and condition clear of all goods and broom-cleaned and shall make good all damages to the premises, usual and reasonable wear and tear damage excepted and shall remain liable for holdover rent until the premises with keys shall be returned in such order to LESSOR, provided, however, that the assessment of such holdover rent will not deprive LESSOR of the right to require that LESSEE vacate the LEASED PREMISES immediately upon lease termination and LESSOR will have and retain the right to commence immediate eviction proceedings or take such other steps as are necessary to secure the removal of LESSEE from the LEASED PREMISES.
30. LATE CHARGES: LESSEE'S failure to pay rent promptly may cause LESSOR to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain.
31. LEASE HOLDOVER: Should LESSEE remain on the LEASED PREMISES after expiration of this lease agreement, LESSOR has the option to interpret such actions as creating a month-to-month lease at a rental of fifty percent (50%) higher than that payable for the last month of the lease term, or to consider the holding over a trespass.
32. DEFAULT BY LESSEE: Should LESSEE fail to pay any of the rentals provided for herein promptly on the day when the same shall become due and payable hereunder and shall continue in default for a period of five (5) days after written notice thereof by LESSOR, or should LESSEE fail to comply with any of the other obligations of this lease within twenty (20) days from the mailing by LESSOR of notice demanding same or in the event of LESSEE'S bankruptcy, receivership, insolvency or assignment of the benefit of creditors or the attachment of the contents of the LEASED PREMISES by law or LESSEE'S failure to maintain a going business in the LEASED PREMISES, then LESSOR shall have the right, at LESSOR'S option (1) to cancel this lease, in which event there shall be due to LESSOR as liquidated damage a sum equal to the amount of the guaranteed rent for one year or alternatively at LESSOR'S option to be reimbursed all actual cost incurred in re-entering, renovation and re-letting said premises; (2) to accelerate all rentals due for the unexpired remaining term of this lease and declare same immediately due and payable; and/or (3) to sue for the rents in intervals or as the same accrues.
33. NON-WAIVER: Failure of LESSOR to declare immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but LESSOR shall have the right to declare default at any time. No waiver of any default shall alter LESSEE'S obligations under the lease with respect to any other existing or subsequent default.
34. ATTORNEY'S FEES AND EXPENSES: In the event it becomes necessary for either party to employ an attorney to enforce collection of the rents agreed to be paid or to enforce compliance with any of the covenants and agreements herein contained, the unsuccessful litigant will be liable for reasonable attorney's fees, costs and expenses incurred by the other party.
35. INTEREST ON PAST DUE OBLIGATIONS: Any amount owed by LESSEE to LESSOR which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount.
36. DEFINITION OF TERM: For all purposes of this lease, references to "term" shall include not only the primary term as set forth on Page 1 hereof, but also the term periods in relation to expiration or termination shall relate not only to the expiration or termination of said primary term, shall then have been exercised to otherwise instituted.
37. ENTERTY OF UNDERSTANDING IN WRITTEN LEASE: It is agreed that the entire understanding between the parties is set out in the lease and any riders which are hereto annexed and that this lease supercedes and voids all prior proposals, letters and agreements, oral or written. The law of Louisiana where the LEASED PREMISES are situated shall apply.
38. CONFLICTS: If there is any conflict between the printed portions and the typewritten or handwritten portions, the typewritten or handwritten portion shall prevail.
39. BENEFITS OF PARTIES: All of the provisions hereof shall be binding upon and shall inure to the benefit of LESSOR and LESSEE, their heirs, executors, administrators, successors and assigns (as the case may be).
40. GOVERNING LAW: This lease shall be governed by and construed in accordance with the laws of the State of Louisiana then in effect.
41. LEASE RECORDATION: All parties to this lease may, but shall not be obligated to record this lease. However, either LESSOR or LESSEE shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" or memorandum of this lease for purposes of recordation.
42. NOTICES: Any notice, demand, request, document or other act of communication required or permitted to be given under this lease shall be in writing and may be delivered in person or shall be deemed to be delivered when sent by United States Certified or Registered Mail, postage prepaid, return receipt requested and addressed to the parties hereto at their respective address as designated herein or at such other address as either party may from time-to-time direct, by written notice in accordance herewith.
43. PERSONAL GUARANTEE: The LESSEE hereby acknowledges and agrees that the lease on the subject premises shall be executed personally by the LESSEE(S) and in the event there are multiple LESSEES, any and all individuals shall be jointly and severally responsible for the terms and conditions of this lease.
IN WITNESS WHEREOF, the parties hereto have hereunto made this lease and set their hands to multiple originals in the City of Luling, Parish of St. Charles, State of Louisiana, as to the day and year first above written.
WITNESSES:
LESSOR: DIV, LLC
FOR: [Signature] DATE: 8/20/14
LESSEE: [Signature] DATE: [Signature]

And the ordinance was declared adopted this 18th day of August, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN
UNIVERSITY OF NEW ORLEANS
AND
ST CHARLES PARISH

THIS AGREEMENT, made and entered into at New Orleans, Louisiana, this ___ day of ___, 2014 by and between ST CHARLES PARISH, hereinafter referred to as OWNER and the University of New Orleans, hereinafter referred to as the University;

WITNESSETH:
WHEREAS, ST CHARLES PARISH requires services from the University of New Orleans to provide the services of ST CHARLES PARISH ZONING CODE MODERNIZATION PROJECT.

WHEREAS, the University is professionally qualified and willing to perform these services,
NOW, THEREFORE, for the consideration hereinafter named, the parties agree as follows:

- 1. The University shall perform the professional services described in the attached statement of work attached hereto and made a part of this agreement as Attachment A.
2. The University shall perform the services described in Attachments A, according to the schedule indicated therein or during the period October 1, 2014 to June 30, 2015.
3. The price and consideration for which this agreement is seventy-five thousand (\$75,000.00), which funds shall be invoiced in equal monthly installments and paid to the University by OWNER and.
4. OWNER representative for purposes of administration of this agreement shall be Earl Matherne, and the University's representative for purposes of administration of this agreement shall be Tim Jackson.
5. The University acknowledges that its relationship to OWNER is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.
6. The University acknowledges and agrees that the responsibility for payment of taxes due on the funds received under the agreement shall be said University's obligation and shall be paid under federal tax identification number 72-0702000.
7. The University shall not assign any interest in this agreement and shall not transfer any interest by assignment or novation without the prior written consent of OWNER provided, however, that claims for money due to the University from OWNER may be assigned to any financial institution without prior written consent, provided that notice of such assignment shall be furnished to the University.
8. To the extent allowed by Louisiana law, the University shall indemnify and hold harmless OWNER against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the University, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the University hereunder.
9. OWNER shall indemnify and hold harmless the University against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of UNIVERSITY, its agents, servants, or employees while engaged upon or in connection with the services required or performed by UNIVERSITY hereunder.
10. Both parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. The University agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.
11. This agreement may be amended or extended only by mutual written consent of both parties.
12. Both parties reserve the right to cancel this agreement upon a thirty (30) day written notice to the other party. The University shall be reimbursed for all allowable costs incurred to the date of termination, including all non-cancelable commitments, providing however that this clause shall not constitute authority to exceed the amount specified in clause 3.
13. This agreement shall be deemed to be jointly drafted by both parties and, in the event of a dispute, shall not be construed against either party.
14. Proprietary Information disclosed during the term of this Agreement and the protection afforded to such Proprietary Information by this Agreement shall continue notwithstanding any termination or expiration of this Agreement for a period of five (5) years from the Effective Date of this Agreement. The above obligations relating to the use of and disclosure of Proprietary Information shall be satisfied by the Receiving Party affording that Proprietary Information the same degree of protection which it affords to its own Proprietary Information of similar importance, but not less than a reasonable degree of care. Nothing contained herein shall restrict any Party from disclosing any portion of Proprietary Information on a restrictive basis pursuant to a judicial or other lawful government order, but only to the extent of such order and only after reasonable prior notice to the Disclosing Party who can attempt a lawful process to preclude such disclosure. Oral Proprietary Information disclosed shall be written to paper within 10 days. All disclosures shall be marked as "Proprietary Information" for the protection to be afforded.
15. Ownership and title to any invention or intellectual property resulting from this research, whether or not patentable, shall reside with University of New Orleans. The University will notify the Contractor of the invention or the creation of intellectual property upon its disclosure by the Principal Investigator to the University's Office of Technology Management and Commercialization. The Contractor is granted a first option to negotiate an exclusive or non-exclusive royalty bearing license to such intellectual property; this option shall expire 180 days after notification or 180 days after filing of a patent application, whichever occurs first.
16. Ownership of any equipment involved with research shall be the property of the University, unless otherwise stated.
17. This agreement shall expire on July 1, 2015, unless extended or canceled as provided herein.
18. When federal funds are involved, The University shall comply with the federal guidelines under Circulars OMB A-21, OMB-133 and OMB-110 as they apply to institutions of higher education.
19. "OWNER" may not make any use of the name, marks, logo, initials, University in news releases, advertisements, promotional materials, or otherwise, without obtaining prior written consent from the respective authorized representative named in this Agreement for each such use. Under no circumstances may OWNER state or imply that University in any way endorses or supports a particular investment, stock purchase, product, or treatment.

IN WITNESS WHEREOF, the parties have executed this agreement in the presence of the undersigned competent witnesses

Witnesses: UNIVERSITY OF NEW ORLEANS
Gregg Lassen
Vice President for Business Affairs

[Signature]
ST CHARLES PARISH
V.J. St. Pierre, Jr.
Parish President

1. SCOPE OF SERVICES
1. Update and modernize zoning code definitions.
2. Evaluate and modernize standards for transitional buffers in the R3, CR1, C1, C2, C3, M1, and M2 zoning districts (CC 1.4).
3. Modernize standards for landscaping and required parking. Adjust as necessary the zoning requirements for commercial development including but not limited to minimum and maximum setbacks, parking ratios, location of parking, parking reductions and credits, access management, increased landscaping, and storm water solutions that comply with the Parish's MS-4 ordinance (CC 1.2).
4. Propose standards for industrial development to include provisions of minimal landscaping and open space; open storage screening; on-site employee and truck parking; loading maneuvering and storage (CC 1.6).
5. Review and broaden existing residential zoning districts to accommodate multiple housing types as may be appropriate, including standards for accessory dwelling units (LU-1.2/HOU 1.1). Modernize multifamily and townhouse development standards.
6. Updated standards for mobile homes and modular housing to ensure compatibility with site built residential uses.
7. Update Home Occupation standards (ED 5.3).
8. Increase the transparency, predictability, and consistency of the development approval process with attention to (a) modernizing nonconforming use provisions, (b) strengthening special permit use and variance evaluation criteria, (c) improving rezoning criteria, and (d) revising standards for interpreting zoning district boundary lines and permitted uses (LU 3.2).
9. Recommend a revised fee structure for land use applications.
10. Develop and implement stakeholder and public participation plan. Amend draft documents as warranted through the public participation process with a minimum of two (2) community meetings.
11. Present draft and final version of ordinance at a minimum of six (6) public meetings including Council Committee meetings/public hearings and meetings of the Planning Commission.
12. Briefings for Staff, Parish Officials, Planning Commissioners and Zoning Board of Adjustment members on amendments.
13. Provide a written summary of all proposed changes that cross-references the existing codes. Identify peripherally affected sections of the Parish Code.

2014-0238
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 14-8-14
An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the University of New Orleans for Phase I of the St. Charles Parish Zoning Code Modernization Project.

WHEREAS, St. Charles Parish understands the need to modernize specific portions of the Zoning Ordinance; and,
WHEREAS, the existing Zoning Ordinance has been revised in a piecemeal manner of the past 33 years largely in response to specific zoning issues and has resulted in inconsistencies and does not always reflect the best zoning practices; and,
WHEREAS, for several years the Planning & Zoning Department has allocated funding to pursue a complete overhaul of the Zoning Ordinance and this project is seen as the first phase of revisions culminating in a coherent and up to date set of regulations; and,
WHEREAS, it has been determined that the agreement with the University of New Orleans is in the best interest of the citizens of St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Cooperative Endeavor Agreement between St. Charles Parish and the University of New Orleans for the development of Phase I of the St. Charles Parish Zoning Code Modernization Project is hereby approved.
SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement.
The foregoing ordinance having been submitted to the vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, LEWIS, WILSON, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: WOODRUFF, BENEDETTO

2014-0239
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)
ORDINANCE NO. 14-8-15
An ordinance to revoke Ordinance No. 14-7-9 and approve and authorize the Parish President to execute the revised Intergovernmental Agreement between St. Charles Parish and the State of Louisiana Coastal Protection and Restoration Authority (CPRA), for the East LaBranche Shoreline Protection Project, State Project No. PO-43, in the amount of \$2,000,000.

WHEREAS, St. Charles Parish has \$1,743,446 from Coastal Impact Assistance Program (CIAP) through U.S. Fish and Wildlife Service; and,
WHEREAS, the CPRA CIAP allocation of \$2,000,000 would take the project to a logical point where the total investment would be protected against Lake Pontchartrain wave energy; and,
WHEREAS, St. Charles Parish through a Cooperative Agreement with the Pontchartrain Levee District has designed and permitted this project; and, the Council approved the original agreement on July 21, 2014 in Ordinance 14-7-9 which did not include Article XXIV "Certificate of Debarment Suspension Status"; and,
WHEREAS, St. Charles Parish wishes to enter into the revised Intergovernmental Agreement with the State of Louisiana Coastal Protection and Restoration Authority, for additional construction funding of the East LaBranche Shoreline Protection Project.

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance No. 14-7-9 adopted July 21, 2014 is hereby revoked.

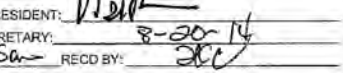

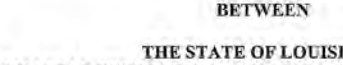
SECTION II. The St. Charles Parish Council approves and authorizes the Parish President to execute an Intergovernmental Agreement between St. Charles Parish and the State of Louisiana Coastal Protection and Restoration Authority (CPRA), for the East LaBranche Shoreline Protection Project, State Project No. PO-43, in the amount of \$2,000,000.

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

YEAS: SCHEXNAYDRE, LEWIS, WILSON, HOGAN, COCHRAN, FLETCHER, FISHER-FERRIER
 NAYS: NONE
 ABSENT: WOODRUFF, BENEDETTO

And the ordinance was declared adopted this 18th day of August, 2014, to become effective five (5) days after publication in the official journal.

CHAIRMAN: 
 SECRETARY: 
 CLERK/PARISH PRESIDENT: 
 APPROVED: 

PARISH PRESIDENT: 
 RETD/SECRETARY: 
 AT 11:45a REC'D BY: 

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF LOUISIANA
 COASTAL PROTECTION AND RESTORATION AUTHORITY

AND

ST. CHARLES PARISH

REGARDING

EAST LABRANCHE SHORELINE PROTECTION

THIS INTERGOVERNMENTAL AGREEMENT, ("Agreement") effective as of _____, 2014, is made and entered into by and between agencies of the State of Louisiana through the Coastal Protection and Restoration Authority Board ("CPRA Board") acting by and through its Chairman, Jerome Zeringue, and the St. Charles Parish ("Sponsor") represented by its President, V.J. St. Pierre, Jr., to serve a public purpose by providing shoreline protection and preserving critical wetlands in St. Charles Parish, for the Project known as the East LaBranche Shoreline Protection.

WHEREAS, Article VII, Section 14(c) of the Constitution provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

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

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

WHEREAS, St. Charles Parish is the governing authority of St. Charles Parish, with the authority of a local political subdivision to enter into agreements with governmental bodies, such as the CPRA Board, for the public welfare, health, safety and good order of St. Charles Parish by virtue of the specific authority granted in its Home Rule Charter; and

WHEREAS, the Coastal Impact Assistance Program (CIAP) was established by Section 384 of the Energy Policy Act of 2005 (Act) to assist producing States and their coastal political subdivisions (CPSs) in mitigating the impacts from Outer Continental Shelf (OCS) oil and gas production; and

WHEREAS, the CIAP legislation appropriated approximately \$500 million for Fiscal Years 2007 through 2010 to be distributed to the State of Louisiana and its CPSs; and

WHEREAS, in order to receive CIAP funds, States must submit a CIAP Plan to the U. S. Department of the Interior, Bureau of Ocean Energy Management, Regulation, and Enforcement (FWS), formerly known as the Minerals Management Service (MMS), describing how these funds will be expended and then FWS must approve that Plan before disbursing any CIAP funds to a State and its CPSs; and

WHEREAS, the CIAP provision of the Act, established by amending Section 31 of the Outer Continental Shelf Lands Act (43 U.S.C. 1356a), listed five categories of authorized uses of CIAP funds, one of which includes projects and activities for the conservation, protection, or restoration of coastal areas, including wetland (43 U.S.C. §1356a. (d)(1)(A)); and

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

WHEREAS, the CPRA Board and the Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the parties through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the parties, and facilitate successful implementation of the East LaBranche Shoreline Protection.

WHEREAS, Sponsor has received CIAP grant from FWS in the amount of \$1,743,446.49 to construct East LaBranche Shoreline Protection to protect it against erosion from wave energy from Lake Pontchartrain.

WHEREAS, Sponsor has determined that it will not be able to build this project unless there is supplemental funding in the amount of \$2,000,000.00.

WHEREAS, Sponsor has completed the design of the project and has secure Permits to construct East LaBranche Shoreline Protection.

NOW, THEREFORE, in consideration of the parties' mutual undertakings herein and the purposes, duties, and authorities granted under La. R.S. 49:214.1 *et seq.*, the Home Rule Charter of St. Charles Parish, and the constitution and general laws of the State of Louisiana, the Sponsor and the CPRA Board do hereby agree as follows:

ARTICLE I

PURPOSE AND IDENTIFICATION

A. Purpose. The Purpose of this Agreement is to set forth the terms for administering the East LaBranche Shoreline Protection, hereinafter sometimes called the "Project", as more particularly described below.

B. Identification. For the purpose of administration, identification and record keeping, State Project Number PO-43 is assigned to this Project. This number will be used to identify all Project costs.

C. Project Monitor. For the purpose of this Agreement, David Williams or his designee or successor, will serve as the CPRA Project Monitor for this Project and will be the liaison between the CPRA Board and CPRA, and Sponsor.

ARTICLE II

PROJECT DESCRIPTION

Description and Location of Project: This project involves the continuation of rock shoreline protection project on the south shore of Lake Pontchartrain in St. Charles Parish. The project will consist of installing approximately 10,500 linear feet of rock dike at or near the +1.0 foot NAVD 88 contour on the existing shoreline. Construction access will be via flotation channels excavated to -6.0 feet NAVD 88. The CIAP Parish allocated funds will construct approximately 1,400 ft but would not address a critical area which is not protected will compromise the 1,400 ft. The CPRA CIAP allocation of \$2,000,000 would take the project to a logical point where the total investment would be protected against Lake Pontchartrain wave energy.

Project Justification: The shoreline erosion rate in the project area is approximately 9.5 feet per year and, given the performance of similar projects in the vicinity, the proposed project is anticipated to stop that shoreline erosion. The Lake Pontchartrain shoreline is susceptible to erosion because of the long fetch across the lake, the vulnerable shoreline configuration, and the highly unconsolidated sediment base. This chronic erosion has breached the lake shoreline in several locations, exposing fragile, highly organic marsh substrates to increased wave and tidal energy and resulting in large, shallow pond formation in the interior marsh. The existing shoreline protection projects, installed in 1987 and 1993, protect approximately 8,700 feet of the fragile shoreline. The proposed East and West LaBranche CIAP funded projects would extend the existing shoreline protection along the Lake Pontchartrain shoreline for the LaBranche wetlands, from Bayou LaBranche on the west to the Jefferson Parish line on the east.

ARTICLE III

PROJECT FUNDING

The CPRA Board will provide a total of \$2,000,000.00 in state-allocated CIAP funds to the St. Charles Parish for the construction of the Project. This funding is contingent upon award and receipt of these CIAP funds from the FWS.

The Parties further acknowledge and agree that the maximum funding available pursuant to this Agreement shall be \$2,000,000.00, contingent upon and payable out of state-allocated CIAP funds. The funds provided by the CPRA Board to the Sponsor shall be used solely for the purposes stated herein and in accordance with constitutional and

statutory restrictions on the use of State funds for public purposes and shall be used in accord with all applicable federal and state statutes, laws, rules, and regulations, including but not limited to the provisions applicable to CIAP funding and programs and the Louisiana Public Bid Law. Their use shall also be at all times consistent with sound engineering principles and practices. The Sponsor acknowledges and agrees that any State funds not used in accord with the terms of this Agreement and State and federal law will be reimbursed by Sponsor to the CPRA Board and/or the State Treasury, and that any cost and expense in excess of the \$2,000,000.00 provided by the CPRA Board, shall be the sole responsibility of the Sponsor.

ARTICLE IV
PROJECT TASKS, PLANS, SPECIFICATIONS, BIDDING AND DELIVERABLES

Sponsor will perform the following:

A. Project Tasks, Plans and Specifications

1. Project Tasks

- Obtain any and all required permits from State and Federal agencies including but not limited to, the United States Army Corps of Engineers; LADEQ; LADNR, etc.
- Prepare plans and specifications.
- Solicit for bids for construction of the Project in accordance with all applicable federal, state, and local laws, rules, regulations, and guidelines.
- Award contract to successful bidder in accordance with all applicable federal, state, and local laws, rules, regulations, and guidelines.
- Manage, oversee, and monitor construction of the Project.
- Monitor performance of restored wetlands over a minimum one year period.
- Organize and host informational meetings to the public as necessary.

2. Retainage

The Sponsor agrees to provide for withholding retainage in the amount of ten percent (10%) of the contract price on construction contracts of less than \$500,000.00 and five percent (5%) on contracts of \$500,000.00 or more, as specified in La. R.S. 38:2248, which CPRA will withhold from its periodic payments to the Sponsor.

3. Stipulated Damages

The Sponsor further agrees to provide for the payment of stipulated or liquidated damages by the contractor to the Sponsor in the amount of \$500 for each day the contractor fails to timely complete the work specified in the contract.

4. CPRA Review

The Sponsor shall submit the final plans and specifications to CPRA for review and comment before final certification by the Engineer.

B. Public Bid and Contract

The Sponsor shall advertise and receive bids for Project construction in accordance with the Public Bid Laws of the State of Louisiana, and generally as follows:

- Written authorization must be obtained from the CPRA prior to advertising the Project or any phase thereof for bids. The Sponsor shall submit a copy of the complete package of bid documents with its written request for authority to advertise
- The Sponsor will solicit bids for the services, labor and materials needed to construct the Project in accordance with the Public Bid Laws of the State, including, but not limited to La. R.S.38:2211, *et seq.* applicable to political subdivisions of the State.
- The Sponsor shall solicit bids in strict accordance with the Louisiana Uniform Public Bid Law (La. R.S. 38:2211, *et seq.*), utilizing the Louisiana Uniform Public Bid Form applicable to most state agencies and all political subdivisions as mandated by La. R.S. 38:2212.
- Within fifteen (15) days following receipt of bids and before award of the contract, the Sponsor shall submit to the CPRA proof of publication of advertisement for bids; bid tabulation form certified by the engineer and the contracting agency; bid proposals and bid security or bond of the three (3) lowest bidders, and proposed Notice of Award of Contract.
- After receiving comments from the CPRA, the Sponsor may then award and execute the construction contract in accordance with the Public Bid Law and shall submit to the CPRA, copies of the Notice of Award of Contract, executed construction contract, and performance/payment bond(s).
- The contract and performance/payment bonds shall be recorded in the Clerk of Court's office for the parish or parishes where the Project is to be constructed. Proof of recordation shall be submitted to the CPRA along with a copy of the Notice to Proceed. Once those items have been submitted to the CPRA, the Sponsor shall adopt a Resolution Certifying Compliance with the Public Bid Law and Sponsor shall send a certified copy of the resolution to the CPRA.
- Upon completion and acceptance of the work, the Notice of Acceptance of the work shall be recorded in the Clerk of Court's office for the parish or parishes where the Project was constructed. Proof of recordation of the Notice of Acceptance shall be submitted to the CPRA along with a copy of the Notice of Acceptance. Once those items have been submitted to the CPRA, the Sponsor shall adopt a resolution certifying that Sponsor has accepted the work, and Sponsor shall send a certified copy of the resolution to the CPRA.

CPRA's review or receipt of copies of project and/or bid documents from the Sponsor shall not relieve the Sponsor of its responsibility to comply with public bid and contracting laws, and any other federal, state, or local laws that may apply, nor does it transfer or imply any liability upon CPRA or the CPRA Board in the event that Sponsor fails to comply with any applicable federal, state, or local public bid, procurement, or contracting laws, rules, regulations, or guidelines.

C. Deliverables

- Receive requisite permits from required entities. Provide copies to the CPRA.
- The Project Manager of the Sponsor's Engineering and Design firm shall oversee the Project construction according to plans and specifications. The Engineering and Design firm and Sponsor will manage the public bid process to select the contractor, and will supervise and inspect during construction to ensure compliance with the plans, specifications, permits and regulatory approvals.
- During the construction period, the Engineering and Design Project Manager will document project construction with weekly reports including pictures that summarize the daily progress of construction, identify any potential or actual problems associated with compliance with the construction contracts or permits and describe any field changes or change orders. Sponsor shall notify CPRA immediately of any construction delays or specific environmental concerns. Signage will be installed that meets FWS requirements.
- Sponsor, through the Engineering and Design firm will arrange for and conduct final inspection for the completed works. The CPRA shall be provided the final Construction Completion Report upon project completion, including as built drawing, within three months of final inspection if requested.
- The Engineering and Design firm and Sponsor shall submit annual Project status reports to CPRA and FWS through completion of Phase II.
- The Project Manager will include in specifications to erect a sign per the requirements of FWS.

ARTICLE V

PAYMENT

The CPRA Board, through CPRA, shall pay the Sponsor on an invoice by invoice basis for work performed as approved by the CPRA Project Monitor assigned to the Project, less the specified retainage, up to a maximum of \$2,000,000.00, which total includes the retainage, and represents the \$2,000,000.00 in CPRA Board allocated CIAP funds. Project costs in excess of \$2,000,000.00 shall be borne 100% by the Sponsor. The Sponsor shall render detailed invoices monthly for payment of work performed that include the summary and type of work, total value of the work performed and/or the costs incurred. Invoices shall be certified by the Sponsor's Engineer and another properly designated official representing the Sponsor as correct and in compliance with the plans and specifications. All invoices shall be subject to verification, adjustment and/or settlement as a result of any audit referenced in Articles VI or XIX of this Agreement.

The participation by the CPRA Board and the CPRA in the Project shall in no way be construed to make the CPRA a party to any contract between the Sponsor and any of its contractors or subcontractors to this Project.

ARTICLE VI

RECORD KEEPING, REPORTING AND AUDITS

The Sponsor will maintain a procurement file relative to the necessary acquisition of services, labor and materials needed to complete the Project that will be subject to review by the CPRA Board and/or CPRA at any time.

The Sponsor shall maintain all documents, papers, field books, accounting records, appropriate financial records and other evidence pertaining to costs incurred for the Project and shall make such materials available for inspection at all reasonable times during the contract period and for a five (5) year period from the date of reimbursement under the Project for inspection by the CPRA Board and/or CPRA, the Inspector General, and/or the Legislative Auditor; however, prior to disposal of any Project data, the Sponsor shall obtain prior written approval from the CPRA Board and/or CPRA. The Sponsor shall furnish copies of Project records to the CPRA Board and/or CPRA and/or the Legislative Auditor within thirty (30) days of a written request.

The submission of documentation to the CPRA Board and/or CPRA as required by this Agreement and its Supplements is to verify that such documentation is being produced, to provide evidence of the progress of the Project, and to verify that the expenditure of funds occurs in accordance with the terms of this Agreement. Unless a written request is received from the Sponsor, the CPRA Board and/or CPRA will not provide extensive document review for the Project or take responsibility for determining

whether or not this documentation is complete and accurate. The Sponsor shall also assure full compliance with all state and federal statutes, laws, rules, and regulations, including but not limited to assurance that all documentation shall be sufficient to meet the requirements of the FWS for release of CIAP funds. Sponsor understands and recognizes that FWS may conduct oversight and monitoring of the progress and financial status of each grant through reporting requirements under 43 C.F.R. Part 12.80 and 12.81, and that FWS may require a single or program-specific audit conducted for each year \$500,000 or more is expended, in accordance with the provisions of OMB Circular A-133, Section .215(c). The parties also recognize that the sub-grant of State CIAP funds from the CPRA Board to the Sponsor shall be disbursed through and subject to compliance with all applicable sections of 43 C.F.R. Part 12, *Administrative and Audit Requirements and Cost Principles for Assistance Programs* and that the CIAP program is considered by FWS to be a mandatory, noncompetitive grant program without definitive award dates.

The Sponsor shall provide to the CPRA Board and/or CPRA any requested reports on the status of the Project. The CPRA Board and/or CPRA reserves the right to audit the Project records at any time.

ARTICLE VII

RELEASE OF FINAL PAYMENT (RETAINAGE)

In addition to any other condition for reimbursement, either contained herein or pursuant to law, or federal rules and regulations, the release of the final payment (retainage) on all or any segment or phase of this Project shall not be made by the CPRA until such time as the Sponsor provides the CPRA with the following items:

- Construction Completion Report including as-built drawings;
- Certification by the Sponsor's Engineer that the work is complete and that all work has been performed in accordance with the plans and specifications;
- Recommendation of acceptance by the Sponsor's Engineer (Substantial Completion) and Notice of Acceptance of work issued by the Sponsor to its contractor;
- A Resolution by the Sponsor accepting the work;
- A certified copy of the Recordation of Acceptance;
- A certified copy of the Clear Lien Certificate forty-five (45) days after recordation of acceptance;
- In the event of unresolved liens, notification of the Sponsor's intent to deposit the amount withheld in response to the liens in a court of competent jurisdiction, and, thereafter, copies of all pleadings evidencing deposit of those funds into the registry of the court;
- Final Cost Statement in duplicate, with two (2) copies of the As-Built Drawings or Plans of Record; and
- A certified payment request from the Sponsor.

If the Sponsor intends to phase the Project under separate construction contracts, the Sponsor shall request approval from the CPRA. Also, the Sponsor shall advise the CPRA of the scope of each phase and provide a marked up copy of the cost estimate in the approved application for funding showing each phase.

ARTICLE VIII

TERMINATION FOR CAUSE

The CPRA Board may terminate this Agreement for cause based upon the failure of the Sponsor to comply with the terms and/or conditions of the Agreement; provided that the CPRA Board shall give the Sponsor written notice specifying the Sponsor's failure. If within thirty (30) days after receipt of such notice, the Sponsor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the CPRA Board may, at its option, place the Sponsor in default and the Agreement shall terminate on the date specified in such notice. The Sponsor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the CPRA Board to comply with the terms and conditions of this Agreement; provided that the Sponsor shall give the CPRA Board written notice specifying the CPRA Board's failure and a reasonable opportunity for the CPRA Board to cure the defect.

ARTICLE IX

TERMINATION FOR CONVENIENCE

The CPRA Board may terminate this Agreement at any time by giving thirty (30) days written notice to the Sponsor. Upon receipt of notice, the Sponsor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders, for materials, facilities, services and supplies in connection with the performance of this Agreement. The Sponsor shall be entitled to reimbursement for the costs of deliverables in progress, to the extent work has been performed satisfactorily and all termination expense the Sponsor incurs associated with termination of any underlying engineering and/or construction contract directly related to the project.

ARTICLE X

OPERATION & MAINTENANCE RESPONSIBILITY

The Sponsor agrees to assume all maintenance and operation costs for the Project upon completion, including all future alterations as may be required without cost to the State or the CPRA Board or CPRA.

ARTICLE XI

PROGRESS SCHEDULE

Within thirty (30) days after this Agreement is executed, the Sponsor shall submit to the CPRA a progress schedule that indicates, using a bar graph, the various activities that must be accomplished to develop construction plans and specifications and to let a construction contract within the time allotted. The schedule shall be submitted to the Project Monitor designated for the Project by the CPRA.

ARTICLE XII

DISCRIMINATION CLAUSE

The Sponsor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Fair Housing Act of 1968, as amended; and the Sponsor also agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The Sponsor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Sponsor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XIII

COMPLIANCE WITH FEDERAL LAW

The Sponsor must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*)), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c). The Sponsor acknowledges that CPRA may, as appropriate, adjust or withhold credit for such work-in-kind to reflect any payment that should have been made by the Sponsor or any of its agents or contractors pursuant to these laws.

ARTICLE XIV

HOLD HARMLESS AND INDEMNITY

Sponsor shall be fully liable for the actions of its own agents, employees, partners, subcontractors, and other persons under its control, and shall fully indemnify, defend, and hold harmless the CPRA Board and the CPRA, from suits, actions, damages, attorney's fees, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by Sponsor, its agents, employees, partners, contractors, subcontractors, or any other persons under its control, without limitation, except that Sponsor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act by the CPRA Board and the CPRA, and its agents, employees, partners, subcontractors, or other persons under its control.

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties herein.

This hold harmless and indemnity provided by the Sponsor to the CPRA Board and the CPRA applies to any person engaged upon or in connection with the engineering services, construction and construction engineering required by or performed for Sponsor including, but not limited to, any omissions, defects or deficiencies in the plans, specifications or estimates or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim of whatever kind or nature arising from, out of, or in anyway connected with the Project, to the extent permitted by law.

Nothing in this Agreement shall be construed as a waiver of any defenses or immunities provided to any party hereto by any Federal or Louisiana law or statute. It is clearly the intent of all parties that all parties shall be allowed to assert any and all defenses and immunities provided by Federal or Louisiana law.

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

ARTICLE XV

TAXES

The Sponsor agrees that the responsibility for payment of taxes, if any, from the funds received under this Agreement, its Supplements and/or legislative appropriation shall be the Sponsor's obligation and identified under Federal Tax Identification Number shown on the signature sheet.

ARTICLE XVI

AMENDMENTS

The parties hereto agree that any change in the scope of the Project shall require a written amendment, agreed to and signed by both parties.

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ARTICLE XVII OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Sponsor by the CPRA Board or CPRA related to this Agreement shall remain the property of the CPRA Board or CPRA, and shall be returned by Sponsor to the CPRA Board or CPRA, at Sponsor's expense.

ARTICLE XVIII ASSIGNMENT

The parties shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the other party.

ARTICLE XIX AUDITOR'S CLAUSE

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors and/or the Office of the Inspector General shall have the authority to audit all records and accounts of Sponsor and any subcontractors which relate to this Agreement.

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

ARTICLE XX FISCAL FUNDING CLAUSE

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

ARTICLE XXI NO THIRD PARTY BENEFICIARY

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

ARTICLE XXII RELATIONSHIP OF PARTIES

- A. In the exercise of their respective rights and obligations under this Agreement, Sponsor, CPRA, and the CPRA Board each act in an independent capacity, and none of them is to be considered the officer, agent, or employee of any other, unless otherwise provided by law.
B. In the exercise of its rights and obligations under this Agreement, no party shall provide, without the consent of the other parties, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.
C. The participation by the CPRA Board or the CPRA in this Project in accordance with the terms and conditions of this Agreement shall in no way be construed to make CPRA or the CPRA Board a party to any contract between Sponsor and its contractors or subcontractors or any other third party.

ARTICLE XXIII DISPUTES

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

ARTICLE XXIV CERTIFICATE OF DEBARMENT / SUSPENSION STATUS

Sponsor certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

Sponsor agrees to secure from any contractor(s) and subcontractor(s) for the captioned project certification that such contractor(s) and subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

Sponsor shall provide immediate notice to the CPRA in the event of it or its contractor(s) or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

Upon receipt of notice of suspension, debarment, or declaration that Sponsor or its contractor(s) or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to or after execution of this agreement, CPRA reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms of the article in this agreement entitled TERMINATION FOR CAUSE, or take such other action it deems appropriate under this Agreement.

ARTICLE XXV DESIGNATION OF POINTS OF CONTACT

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

If to Saint Charles Parish Government:

V.J. St. Pierre, Jr. Parish President St. Charles Parish P.O. Box 302 Hahnville, LA 70057

If to CPRA:

Jerome Zeringue, Chairman, Coastal Protection and Restoration Authority Capitol Annex - State of Louisiana P.O. Box 44027 Baton Rouge, LA 70804-4027 (225) 342-7669

If to CPRA:

Kyle Graham, Executive Director Office of Coastal Protection and Restoration Post Office Box 44027 Baton Rouge, LA 70804-4027 (225) 342-4683

ARTICLE XXVI EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This Agreement shall not be effective until it has been approved and signed by all parties.

The Agreement shall be effective as of the date first written above, and shall remain in effect until termination by written mutual agreement of all parties or in accordance with the terms herein. However, all work shall be completed and Project closed out no later than July 31, 2016. The provisions, terms and conditions contained in this Agreement may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all parties hereto.

This Agreement may be executed in multiple originals.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

THIS SPACE INTENTIONALLY LEFT BLANK

THIS DONE, PASSED, AND SIGNED on this 28th day of August, 2014 before the below-named notary and competent witnesses.

WITNESSES:

STATE OF LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD

(Witness - SIGN)

BY: Jerome Zeringue Chairman, Coastal Protection and Restoration Authority Board

(Witness - PRINT)

(Witness - SIGN)

(Witness - PRINT)

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 28th day of August, 2014, personally came and appeared Jerome Zeringue, to me known, who declared that he is the Chairman of the CPRA Board, that he executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity and that he acknowledged the instrument to be the free act and deed of said entity.

Signature

Louisiana Notary Public / Bar Number

My commission expires:

(SEAL)

THIS DONE, PASSED, AND SIGNED on this 28th day of August, 2014, before the below-named notary and competent witnesses.

WITNESSES:

ST. CHARLES PARISH

(Witness - SIGN) Aneadra Coleman

BY: V.J. St. Pierre, Jr. President

(Witness - PRINT) Tiffany Clark

72-6001208 (Sponsor's Federal Identification Number)

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 28th day of August, 2014, personally came and appeared V.J. St. Pierre, Jr. to me known, who declared that he is the President of the St. Charles Parish, that he executed the foregoing instrument on behalf of said entity and that he acknowledged the instrument to be the free act and deed of said entity.

Signature

Louisiana Notary Public / Bar Number

My commission expires: 01/28/15

(SEAL)

2014-0243 INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV RESOLUTION NO. 6096

A resolution supporting the display of the national motto "In God We Trust" in the St. Charles Parish Council Chambers in a prominent location.

WHEREAS, "In God We Trust" became the United States national motto on July 30, 1956, shortly after our nation led the world through the trauma of World War II; and,

WHEREAS, the words have been used on U.S. currency since 1864; and, the same inspiring slogan is engraved above the entrance to the Senate Chamber as well as above the Speaker's desk in the House of Representatives; and,

WHEREAS, in both war and peace, these words have been a profound source of strength and guidance to many generations of Americans; and, the Parish desires to display this patriotic motto in the Council Chambers as a way to solemnize public occasions and express confidence in our society.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby support that the historic and patriotic words of our national motto, "In God We Trust," shall be permanently and prominently displayed in the St. Charles Parish Council Chambers.

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

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

And the resolution was declared adopted this 18th day of August, 2014, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature] RETO/SECRETARY: [Signature] AT: 11:50a RECD BY: [Signature]

2014-0250 INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV RESOLUTION NO. 6097

A resolution requesting that the Louisiana Department of Transportation and Development leave all Highway 90 median crossings in Des Allemands from the Highway 90 Bridge to LA 306 which services high volumes of traffic to nearby businesses or parish or state roads which intersect the highway for the safety of the travelling public.

WHEREAS, it is the understanding of the parish that the Louisiana Department of Transportation and Development (LDOTD) has plans to remove some median crossings on Highway 90; and,

WHEREAS, it is the belief that LDOTD intends to remove some median crossings in Des Allemands from the Highway 90 Bridge to LA 306; and,

WHEREAS, many of the existing median crossings services high volumes of traffic to nearby businesses or parish or state roads which intersect the highway; and,

WHEREAS, the median in this area is very wide and provides for normal traffic to pull safely into the median and completely off the highway; and,

WHEREAS, the removal of these median crossings will require vehicles to pull onto the highway and to accelerate in order to slow down and exit the highway at some median crossing location; and,

WHEREAS, the safety of the motorist entering the highway and those travelling the highway will be decreased due to these motorist having to pull onto the highway rather than crossing directly over into the median.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request that the Louisiana Department of Transportation and Development leave all Highway 90 median crossings in Des Allemands from the Highway 90 Bridge to LA 306 which services high volumes of traffic to nearby businesses or parish or state roads which intersect the highway for the safety of the travelling public.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Governor Bobby Jindal, U.S. Senator David Vitter, Senator Gary L. Smith, Jr., Representative Gregory A. Miller, Department of Transportation & Development Secretary Ms. Sheri LeBas, Department of Transportation & Development District Administrator Mr. Chris Morvant asking for their assistance in this regard.

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

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

And the resolution was declared adopted this 18th day of August, 2014, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature] RETO/SECRETARY: [Signature] AT: 11:50a RECD BY: [Signature]

2014-0246 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING AND ZONING) RESOLUTION NO. 6098

A resolution providing mandatory supporting authorization to endorse the resubdivision of portion of the lower half of Lot 23 of Fashion Plantation, Section 13 T13S R20E (described as and assessed by St. Charles Parish as Tract X) into Lots 1X, 2X, and Tract Y (all located at 14881 River Road, Hahnville) with a waiver of the required 50-foot of hard-surface frontage for Tract Y and minimum lot size for Lot 1X from 1 acre to 10,304 sq. ft.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a Supporting Resolution of the Parish Council to waive the requirements for minimum frontage width on a developed public street; and,

WHEREAS, proposed Tract Y does not meet the requirements for minimum frontage width on a developed public street; and,

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a Supporting Resolution of the Parish Council to waive the requirements for minimum 1 acre for lots zone R-1M; and,

WHEREAS, proposed Lot 1X measures 10,304 square feet; and, at their August 7, 2014 meeting, the Planning Commission approved, as stipulated, PZS-2014-36 with the noted waivers to the subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, does hereby provide this supporting resolution of the approval of PZS-2014-36, a subdivision of a portion of the lower half of Lot 23 of Fashion Plantation, Section 13 T13S R20E (described as and assessed by St. Charles Parish as Tract X) into Lots 1X, 2X, and Tract Y with a waiver of the minimum 50-foot hard-surface frontage for Tract Y, and minimum 1 acre for lots zoned R-1M to 10,304 square feet.

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

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

And the resolution was declared adopted this 18th day of August, 2014, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature] RETO/SECRETARY: [Signature] AT: 11:48a RECD BY: [Signature]

2014-0247 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING) RESOLUTION NO. 6099

A resolution providing supporting authorization to endorse the resubdivision of a portion of Lot F of the Young's Estate, Section 47, T14S R20E, into Lots F-1, F-2, F-3, F-4 and F-5, with waiver of the required lot frontage or width on an improved public street for proposed lots F-2, F-3, F-4 and F-5 at 14031 Hwy 90, Boutte Zoning Districts C-3 and OL, as requested by Angelo Pugliese & Ruth Pugliese.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive the minimum lot area requirement; and,

WHEREAS, the applicant requested a waiver of the required lot frontage or width on an improved public street for proposed lots F-2, F-3, F-4 and F-5; and,

WHEREAS, the Planning and Zoning Commission at their August 7, 2014 meeting recommended approval of the resubdivision with the waiver.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, does hereby provide this supporting authorization to endorse the resubdivision of a portion of Lot F of the Young's Estate, Section 47, T14S R20E, into Lots F-1, F-2, F-3, F-4 and F-5, with waiver of the required lot frontage or width on an improved public street for proposed lots F-2, F-3, F-4 and F-5 at 14031 Hwy 90, Boutte Zoning Districts C-3 and OL, as requested by Angelo Pugliese & Ruth Pugliese.

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

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

And the resolution was declared adopted this 18th day of August, 2014, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature] RETO/SECRETARY: [Signature] AT: 11:45a RECD BY: [Signature]

2014-0248 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING) RESOLUTION NO. 6100

A resolution providing mandatory supporting authorization to endorse the positive recommendation of Planning and Zoning Commission for PZSPU-2014-05 to allow R-3 use on land zoned C-2 at 112 St. Rose Avenue, St. Rose, as requested by 112 St. Rose LLC.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981, Section VI.C. [iii.] 1.c.(2) stipulates that R-3 uses in C-2 requires approval by the Planning Commission and Supporting Resolution by the Council; and,

WHEREAS, the applicants, 112 St. Rose LLC desire to develop 4-units of apartments at 112 St. Rose Ave, St. Rose.

WHEREAS, at their meeting of August 7, 2014, the St. Charles Parish Planning & Zoning Commission recommended approval of PZSPU-2014-05 to allow an R-3 use at 112 St. Rose Ave, which is zoned C-2; and,

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL provides this resolution in support of the Planning and Zoning Commission's decision to permit an R-3 use on land zoned C-2, located at 112 St. Rose Ave, St. Rose as requested in PZSPU 2014-05 by 112 St. Rose LLC.

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

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

And the resolution was declared adopted this 18th day of August, 2014, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature] RETO/SECRETARY: [Signature] AT: 11:50a RECD BY: [Signature]

2014-0249 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING) RESOLUTION NO. 6101

A resolution providing endorsement for a waiver from a number of required parking stalls and building setback for a religious institution in an R-1A zoning district at 315 Canal Street, Boutte as requested by Lloyd Bridges.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981 requires the Parish Council to endorse waivers from development standards for a special permit use; and,

WHEREAS, Lloyd Bridges requests a special permit to operate Bread of Life Church at 315 Canal Street, Boutte, in an existing building that does not meet the required 1' setback for every 1' of height on one side; and,

WHEREAS, Lloyd Bridges requests a waiver from that required setback and also from the 21 required parking stalls paved with permanent, dust-free surface to 10 stalls paved with permanent, dust-free surface and additional unpaved parking in the rear yard; and,

WHEREAS, at a meeting August 7, 2014, the St. Charles Parish Planning & Zoning Commission recommended approval of the special permit with the requested waivers subject to the following restrictions and stipulations:

- 1. 10 hard-surface parking stalls shall be installed in the front of the site.
2. Use of the rear yard is limited to parking and an area up to 3000 square feet designated for outdoor activities.
3. All site lighting shall be shielded and directed to prevent glare on adjacent properties and roadways; a photometric survey may be required.
4. Minor site plan changes may be approved by the Planning Director during permitting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL provides this resolution in support of the Planning and Zoning Commission's decision to permit Bread of Life Church at 315 Canal Street, Boutte, an R-1A zoning district, with a waiver from the required 21 hard-surfaced parking stalls to 10 hard-surfaced parking stalls and a waiver from the required 16' side yard setbacks to the existing setbacks of 6'8" and 11.25' as requested by Lloyd Bridges in PZSPU 2014-07.

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

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

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

And the resolution was declared adopted this 18th day of August, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
 SECRETARY: _____
 CLVD/PARISH PRESIDENT: _____
 APPROVED: _____ DISAPPROVED: _____
 PARISH PRESIDENT: _____
 RETROSECRETARY: _____
 AT: _____ RECD BY: _____

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Tiffany K. Clark
 TIFFANY K. CLARK
 COUNCIL SECRETARY
 Publish August 28, 2014

PUBLIC NOTICE

REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28. (as amended). The fee for performing these services shall be at a rate of 0.035 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of .028 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$55.39 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanups per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc. a fee of forty one dollars and five cents (\$41.05) per cubic yard will be assessed. An administration fee of \$34.62 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CIP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve month period ending each November. The change shall become effective beginning with the period ending November 30, 2000. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees.

The following lots are in violation of parish ordinance Chapter 16, Article III Sec. 16-24 through Sec. 16-33:

All Star Premier Homes, LLC (Ormond Country Club Estates)
 Lot 64 (110 Nottaway Drive)
 Nature of violation: grass cutting & removal of debris

Earl Bostick (Luling Heights)
 Lot 42-A (383 Marcia Drive)
 Nature of violation: grass cutting & removal of debris

Lisa Carey (Ellington Addition)
 Portion of Lot 4 (311 Paul Maillard Road)
 Nature of violation: grass cutting & removal of debris

Doris Cole (Ormond Country Club Estates)
 Lot 201 (2005 Ormond Boulevard)
 Nature of violation: grass cutting & removal of debris

Irna Tinney Dubroca (Ellington Addition to Boutte)
 Lot W (Highway 90)
 Nature of violation: grass cutting & removal of debris

Barbara Froelich (St. Charles Terrace Annex)
 Lot 74 & 75 (143 Clement Street)
 Nature of violation: grass cutting & removal of debris

Rev. Samuel Hickman (New Sarry Acres)
 Lot 3 (917 E Terrace Street)
 Nature of violation: grass cutting & removal of debris

Burley McCarter (Hiland Park)
 Lot 26 (204 Lac Verret Drive)
 Nature of violation: grass cutting & removal of debris

Ed Raymond Veillon, Jr. (Magnolia Ridge Park)
 Lot 20 (394 Ash Street)
 Nature of violation: grass cutting & removal of debris
 PUBLISH: August 28, 2014

SHERIFF'S SALE

SHERIFFS SALE
 SHERIFFS OFFICE
 Suit No: (45) 78711-E

Date: Tuesday, August 12, 2014
 M&T BANK

VS
 CONNIE VERDIN BLACHE
 AND ORIN CURTIS BLACHE
 GREG CHAMPAGNE, SHERIFF
 P.O. Box 426
 HAHNVILLE, LA 70057
 Parish of St. Charles
 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, JULY 29, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 1, 2014, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
 ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, which property is presently described as follows:

to accordance with survey prepared by Lucien C. Gassen, Registered Land Surveyor, dated April 13, 1976, a copy of which is attached to act of sale by Marie N. Durapau, et als to Alan D. Ray, et ux, dated April 30, 1976, and further by survey dated March 28, 1990, said lot commences at a point marked with an iron rod on the division line between the property of Louis B. Durapau and Thomas E. Mayeaux where it intersects with the South line of the presently existing sidewalk; THENCE RUNS South 24 degrees 12 minutes West for a distance of 238.19 feet to an iron rod; THENCE North 62 degrees 50 minutes West per title (North 65 degrees 46 minutes 42 seconds West actual) 50.23 feet to an iron rod; THENCE North 24 degrees 12 minutes East for a distance of 220.00 feet to an iron rod; THENCE South 83 degrees 04 minutes East per title (South 85 degrees 41 minutes 16 seconds East actual) a distance of 52.53 feet per title (53.42 feet actual) to the point of beginning. There is also included any and all rights to land located under the present sidewalk, should such rights exist.

All as more fully shown on survey by Gilbert, Kelly & Couturie, Inc., dated September 15, 1996, a copy of which is attached to sale recorded at COB 514, folio 33 of the records of St. Charles Parish, Louisiana; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. And from the proceeds of said sale

to pay petitioner by preference over all other claims, the sum of SIXTY-FOUR THOUSAND NINE HUNDRED EIGHTY AND 30/100 (\$64,980.30) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
 TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
 PUBLISH ON: August 28, 2014
 September 25, 2014
 GREG CHAMPAGNE-SHERIFF &
 EX-OFFICIO TAX COLLECTOR
 ST. CHARLES PARISH
 ATTORNEY FOR PLAINTIFF:
 Dayna Edwards
 1505 N. 19th Street, P.O. Box 2767
 Monroe, LA 71207
 318-388-1440
 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFFS SALE
 SHERIFFS OFFICE
 Suit No: (45) 76393-D
 Date: Friday, July 18, 2014
 STANDARD MORTGAGE CORPORATION

VS
 LEONORA LORENZO EUSEA
 WIFE OF/AND ERNEST PAUL
 EUSEA, ET AL
 GREG CHAMPAGNE, SHERIFF
 P.O. Box 426
 HAHNVILLE, LA 70057
 Parish of St. Charles
 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, FEBRUARY 5, 2013, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, SEPTEMBER 3, 2014, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
 A CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in Section 40, Township 14 South, Range 21 East and Section 43, Township 13 South, Range 21 East, in what is known as Willowdale Subdivision at Boutte. All in accordance with plat of survey prepared by Surveys, Inc, dated January 13, 1967, and revised February 21, 1968, copy of which is recorded in the Office of the Clerk of Couri-for St. Charles Parish for reference; and according to said plat of survey, the lot herein mortgaged measures as follows:
 LOT 197 measures 79.31 feet front on East Levert Drive, and has a corner arc of 58.92 feet at the intersection of Easr Levert Drive and Zee

Ann Drive and measures 94.42 feet front on Zee Ann Drive by a width along line of Lot 198 of 104.85 feet and a depth along line of Lot 196 of 121 feet as per survey of Lucien C. Gassen, Land Surveyor, dated March 26, 1987.

Which has the address of 41 East Levert Drive, Luling, LA 70070

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: THIRTY-TWO THOUSAND EIGHTY-FOUR AND 71/100 (\$32,084.71) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
 PUBLISH ON: July 31, 2014
 August 28, 2014

GREG CHAMPAGNE-SHERIFF &
 EX-OFFICIO TAX COLLECTOR
 ST. CHARLES PARISH
 ATTORNEY FOR PLAINTIFF:
 Stacy C Wheat
 601 POYDRAS ST., STE. 2080
 NEW ORLEANS, LA 70130
 504-522-8256
 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFFS SALE
 SHERIFFS OFFICE
 Suit No: (45) 77394-C
 Date: Thursday, July 17, 2014
 REVERSE MORTGAGE SOLUTIONS, INC.

VS
 ESTATE OF ESPINDIA W.
 PERKINS A/K/A ESPINDIA
 PERKINS
 GREG CHAMPAGNE, SHERIFF
 P.O. Box 426
 HAHNVILLE, LA 70057
 Parish of St. Charles
 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, OCTOBER 9, 2013, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, SEPTEMBER 3, 2014, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
 Three (3) lots, #46, 47 & 48, fronting 20' ea. On E. Harding Street all by a depth of 80', Square 98, New Sarry Subdivision, Wards 3 & 5, St. Charles Parish, Louisiana per plan of subdivision by Blythe Co., Inc. Minerals reserved to the State of Louisiana in accordance with Article IV-Sec. 2 of the Constitution of 1921. Acquired per Proces Verbal dated 02/24/65, recorded in COB 44/574 and Patent Title #19574, recorded in COB 44/575.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED TWENTY-SEVEN THOUSAND NINE HUNDRED EIGHTY-ONE AND 93 / 100 (\$127,981.93) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
 TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
 GREG CHAMPAGNE-SHERIFF &
 EX-OFFICIO TAX COLLECTOR
 ST. CHARLES PARISH
 PUBLISH ON: July 31, 2014
 August 28, 2014
 ATTORNEY FOR PLAINTIFF:
 Kierstyn R Mosco
 450 Laurel Street Suite 1500
 Baton Rouge, LA 70801
 1-866-302-6100
 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFFS SALE
 SHERIFFS OFFICE
 SuitNo:(45)78182-E
 Date: Thursday, August 14, 2014
 ADMINISTRATOR, U.S. SMALL BUSINESS

ADMINISTRATION, AN
 AGENCY OF THE UNITED STATES OF AMERICA
 VS
 ROCKY M. SINGLETON
 GREG CHAMPAGNE, SHERIFF
 P.O. Box 426
 HAHNVILLE, LA 70057
 Parish of St. Charles
 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, JUNE 16, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 1, 2014, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
 THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways,

privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in DEANNE PLACE SUBDIVISION, in accordance with a plan of subdivision by J. J. Krebs & Sons, Inc., dated July 26, 1979, on file in the Office of the clerk of Court for the Parish of St. Charles, and according to said plan of subdivision said lot is designated as LOT NO. 19 of SQUARE NO. 2, which is bounded by Dianne Drive, Gene Drive, and Janet Drive and measures as follows:
 LOT NO. 19 commences at a distance of 755.96 feet from the corner of Gene Drive and Dianne Drive and measures thence 50.37 feet front on Dianne Drive, 50.00 feet in width in the rear, by a depth on the sideline nearer Gene Drive of 105.08 feet and a depth on the opposite sideline of 111.11 feet. All as more fully shown on the survey by Survey Incorporated dated September 17, 1980, improvements located on September 25, 1980.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FORTY-FOUR THOUSAND ONE AND 76/100 (\$44,001.76) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
 TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
 PUBLISH ON: August 28, 2014
 September 25, 2014
 GREG CHAMPAGNE-SHERIFF &
 EX-OFFICIO TAX COLLECTOR
 ST. CHARLES PARISH
 ATTORNEY FOR PLAINTIFF:
 J. D Morgan
 2111 Quail Run Drive
 Baton Rouge, LA 70808-4127
 225-761-0001
 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFFS SALE
 SHERIFFS OFFICE
 Suit No: (45) 78283-D
 Date: Tuesday, August 12, 2014
 JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

VS
 EDWARD J. ROME, JR.
 GREG CHAMPAGNE, SHERIFF
 P.O. Box 426
 HAHNVILLE, LA 70057
 Parish of St. Charles
 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, MAY 15, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 1, 2014, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A CERTAIN LOT OR PORTION OF GROUND, together with all the improvements thereon, rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River which lot is one-half of the lot designated by the Number Twenty-Two (22) next to and adjoining Lot Twenty-Three (23) and all of Lot Twenty-Three (23) in Block "U" of the Good Hope Subdivision, as per plan by J. A. Carmena, Civil Engineer, dated February 14, 1921, a blue print copy of which is filed in the Office of the Clerk of Court and Recorder of this Parish for reference, according to said plan, Block "U" is bounded by St. Charles Avenue, a 32' 6" road and Block "C"; said lot measures Fifty-Nine (59') feet front on St. Charles Avenue, same width in the rear, by a depth between equal and parallel lines of Eighty-Six (86') feet, ten and one quarter (10 1/4) inches. Which has the address of 570 St. Charles Street, Norco, LA 70079

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED TWENTY-FIVE THOUSAND NINE HUNDRED SEVENTY-TWO AND 32 / 100 (\$125,972.32) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
 TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
 GREG CHAMPAGNE-SHERIFF &
 EX-OFFICIO TAX COLLECTOR
 ST. CHARLES PARISH
 PUBLISH ON: August 28, 2014
 September 25, 2014
 ATTORNEY FOR PLAINTIFF:
 Stacy C Wheat
 601 POYDRAS ST., STE. 2080
 NEW ORLEANS, LA 70130
 504-522-8256
 SCSO-CIV-209-0402

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